

CHANGE IN TERMS AGREEMENT

Peoples Bank
138 Putnam Street
Marietta, Ohio 45750

LOAN NUMBER	ORIGINAL CREDIT LIMIT	ORIGINAL AGREEMENT DATE	EFFECTIVE DATE
5704120835	\$300,000.00	July 26, 2023	May 9, 2024

BORROWER INFORMATION

SOUTHERN WATER & SEWER DISTRICT
245 Ky Route 680
Mc Dowell, KY 41647-6012

AGREEMENT. "Agreement" means this Change in Terms Agreement.

BORROWER. "Borrower" means SOUTHERN WATER & SEWER DISTRICT.

NOTE. "Note" means the instrument executed on July 26, 2023 made by Borrower payable to the order of Lender, with the original line of credit amount of \$300,000.00 and a remaining balance due of \$0.00 and a maturity date of May 12, 2024, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

LENDER. "Lender" means Peoples Bank whose address is 138 Putnam Street, Marietta, Ohio 45750, its successors and assigns.

SECURITY TO AGREEMENT. Security for the Agreement is granted pursuant to the following document(s):

- Commercial Security Agreement dated May 9, 2024.

TERMS AND PROVISIONS. In consideration of the terms and provisions contained in this Agreement and in the Note, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the terms of the Note are modified effective May 9, 2024, as follows:

Maturity Date. The maturity date shall be changed to May 12, 2027.

RATIFICATION AND CONTINUED VALIDITY. Except for the terms expressly modified by this Agreement, the undersigned hereby acknowledge they are still bound by the terms of the Note and any prior modifications, extensions, and supplements thereof as if they were fully set forth and repeated in this Agreement and that those terms will continue to bind the parties as provided in this Agreement and those instruments and agreements as set forth therein. Consent to this Agreement does not waive the right to strictly enforce any rights under this Agreement or the Note. Consent to this Agreement does not require any party to enter into another agreement like this one in the future. This Agreement shall not be construed as a novation or extinguishment of the Note, but a restatement of the Note with modifications.

OTHER RESPONSIBLE PARTIES. Any parties liable for any obligations arising from the Note, including without limitation, cosigners, guarantors, and hypothecators, are not relieved of any obligation except as expressly relieved in this Agreement or any other writing. The liability of any party who signed Note, whether primary or secondary, continues in full force and effect, even if that party does not sign this Agreement.

HEADINGS The headings are for the general convenience of the parties in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading.

SINGULAR AND PLURAL TERMS. All words in the singular shall include the plural and the plural shall include the singular.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

RELATED DOCUMENTS. Related Documents means all promissory notes, security agreements, mortgages, deeds of trusts, deed to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments, and any other documents or agreements executed in connection with the indebtedness evidenced by the Existing Debt and this Agreement, whether new or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing.

ADDITIONAL TERMS AND AGREEMENTS. Borrower agrees to provide, upon request, or as specified in any business loan agreement or any other agreement or loan with Lender, any financial statements or tax information or other information Lender may deem necessary from time to time during the period of time any loan balance is outstanding or commitment to loan funds is in effect. Borrower warrants that all financial statements and information provided are or will be accurate, correct, current, and complete, and that same will be provided within (7) seven calendar days of request.

REAFFIRMATION. This Agreement, the Existing Debt and Related Documents are legal, valid, and binding obligations of the parties, and are enforceable against them in accordance with their respective terms, without any defenses, deductions, offsets or counterclaims.

RELEASE. The undersigned and their heirs, legal representatives, successors and assigns, hereby: expressly waive, release, and relinquish any and all defenses, affirmative defenses, setoffs, claims, counterclaims, and causes of action of any kind or nature whatsoever, which any of them have asserted, or might assert, against the Lender with respect to the Existing Debt and Related Documents.

INTEGRATION. This Agreement, the Existing Debt and Related Loan Documents express the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, whether oral or written, express or implied.

CONVENIENCE FEE FOR ONLINE/PHONE PAYMENTS. Borrower acknowledges and agrees that a convenience fee will be added to any loan payment(s) made with a debit card by phone or via the online payment portal. The applicable amount of the fee to be charged will be calculated and disclosed to Borrower at the time the payment is made. This fee will due at the time of the payment and is non-refundable.

By signing this Agreement, each Borrower acknowledges reading, understanding, and agreeing to all its provisions, and receiving a copy.

WARRANT OF ATTORNEY/CONFESSION OF JUDGMENT. In addition to any other remedies Lender may possess, the Parties knowingly, voluntarily and intentionally authorize any attorney to appear on behalf of the Parties, from time to time, in any court of record possessing jurisdiction over this Agreement and to waive issuance and service of process and to confess judgment in favor of Lender against the Parties, for the unpaid principal, accrued interest, accrued charges, reasonable attorneys' fees and court costs and such other amounts due under this Agreement.

WARNING – BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

SOUTHERN WATER & SEWER DISTRICT



By: STEVEN G. DAWSON
Its: Treasurer

By signing this Agreement, Lender acknowledges reading, understanding, and agreeing to all its provisions.

Peoples Bank


By: Authorized Signer