

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC JOINT APPLICATION OF BLACK	)	
MOUNTAIN UTILITY DISTRICT AND KENTUCKY-	)	CASE NO.
AMERICAN WATER COMPANY FOR THE	)	2026-00097
TRANSFER OF CONTROL AND ASSETS	)	

ORDER

On April 20, 2026, Kentucky-American Water Company (Kentucky-American) and Black Mountain Utility District (Black Mountain District) (jointly, Joint Applicants) filed an application for the transfer of control of assets from Black Mountain District to Kentucky-American. An informal conference was held on May 5, 2026. The Commission established a procedural scheduled on May 18, 2026.¹ Black Mountain District responded to one request for information and Kentucky-American responded to two requests for information.² Joint Applicants filed a statement that they believe a decision can be reached on the existing record without the need for a hearing.³ This matter now stands submitted for decision.

¹ Order (Ky. PSC May 18, 2026).

² Black Mountain District's Response to Commission Staff's First Request for Information (Staff's First Request) (filed June 5, 2026); Kentucky-American's Response to Commission Staff's First Request for Information (Staff's First Request) (filed June 5, 2026); Kentucky-American's Response to Staff's Second Request for Information (Staff's Second Request) (filed June 8, 2026).

³ Joint Applicants' Statement Regarding Hearing (filed June 8, 2026).

BACKGROUND

Kentucky-American

Kentucky-American is a wholly-owned subsidiary of American Water Works Company, Inc. (American Water) and is engaged in the distribution and sale of water in its Central Division, consisting of Bourbon, Clark, Fayette, Harrison, Jessamine, Nicholas, Scott, and Woodford counties; its Northern Division, consisting of Gallatin, Owen, Grant, and Franklin counties; and the Southern Division, consisting of Rockcastle and Jackson counties.⁴ Also, as of June 1, 2026, Kentucky-American has closed on the merger of Water Service Kentucky into Kentucky-American and Kentucky-American's assumption of all Water Service Kentucky's assets, rights and obligations, including its water systems in Bell and Hickman counties, Kentucky.⁵ It currently owns, operates, and maintains potable water production, treatment, storage, transmission, and distribution systems for the purpose of furnishing potable water for residential, commercial, industrial, and governmental users in its service territory.⁶ Kentucky-American is also engaged in the collection and treatment of wastewater in Franklin, Owen, Bourbon and Clark counties.⁷

⁴ Application at 1.

⁵ Case No. 2025-00171, *Electronic Application of American Water Works Company, Kentucky-American Water Company, Nexus Regulated Utilities, LLC, And Water Service Corporation Of Kentucky For Approval Of The Transfer Of Control Of Water Service Corporation Of Kentucky* (filed June 22, 2026), Post Case Filing, Ordering Paragraph 8 Report.

⁶ Application at 1.

⁷ Application at 1.

Black Mountain District

Black Mountain District is a utility district formed in 1986 pursuant to KRS Chapter 74 and operates under the jurisdiction of the Commission for the provision of water utility services to approximately 3,315 customers in Harlan County, Kentucky.⁸

LEGAL STANDARD

KRS 278.020(6) states:

No person shall acquire or transfer ownership of, or control, or the right to control, any utility under the jurisdiction of the commission by sale of assets, transfer of stock, or otherwise, or abandon the same, without prior approval by the commission. The commission shall grant its approval if the person acquiring the utility has the financial, technical, and managerial abilities to provide reasonable service.

KRS 278.218 requires prior Commission approval before a person may acquire or transfer a utility's assets with an original book value of over \$1,000,000 if either the assets are to be transferred by the utility for reasons other than obsolescence; or the assets will continue to be used to provide the same or similar service to the utility or its customers. The Commission is required to grant such approval if the transaction is for a proper purpose and is consistent with the public interest.

Commission regulation 807 KAR 5:011, Section 11 lays out the adoption procedure for the successor utility to adopt the predecessor's utility. Specifically, 807 KAR 5:011, Section 11(2) states that "the person operating the utility business going forward shall adopt, ratify, and make as its own the predecessor's rates, classifications, and requirements on file with the Commission and effective at the time of the change of ownership or control." Furthermore, 807 KAR 5:011, Section 11(7)(b) requires that if a

⁸ Application at 2.

new tariff or a revised sheet of an existing tariff changes or amends the rates or requirements of the predecessor utility, the successor utility shall provide notice pursuant to KRS 278.180 and 807 KAR 5:011, Section 8. Commission regulation 807 KAR 5:011, Section 15 notes that, in special cases, for good cause shown, the Commission shall permit deviations from this administrative regulation.

PROPOSED TRANSFER OF ASSETS

Joint Applicants requested approval of the Asset Purchase Agreement (APA) by which Kentucky-American would acquire Black Mountain District's water assets.⁹ Black Mountain District's wastewater assets are not part of the proposed transaction.¹⁰ Black Mountain District plans to sell the Closplint cluster sewer system to Kentucky-American in a separate asset purchase agreement.¹¹

Assets of note include the water mains, pump stations, and water storage tanks of Black Mountain District.¹² Related to customer deposits, Black Mountain District stated that the agreements and amounts would be transferred to Kentucky-American, to be refunded to the customer when the approved period has elapsed.¹³ The purchase price for the assets would be the lesser of the value of Seller Indebtedness or \$1,500,000.00.¹⁴

⁹ Application at 2.

¹⁰ Application at 2.

¹¹ Black Mountain District's Response to Staff's First Request, Item 1.

¹² APA, Schedule 3.4.

¹³ Black Mountain District's Response to Staff's First Request, Item 6.

¹⁴ APA, Exhibit 1 at 4.

According to the APA, Kentucky-American would not assume any liabilities of Black Mountain District.¹⁵ However, Kentucky-American agreed that it would invest no less than \$20.9 million in capital and labor investments to Black Mountain District's current system within the first five years of Kentucky-American ownership including immediate and long-term investments to the water system.¹⁶ Kentucky-American also agreed to conduct Community Meetings quarterly for five years.¹⁷ Kentucky-American agreed to offer employment effective on the closing date, to all active Union and Non-Union Personnel who are employed by Black Mountain District, subject to Kentucky-American's existing standard hiring policies and procedures applicable to 15 prospective new employees.¹⁸ Following Commission approval, Black Mountain District stated it plans to transfer all assets directly to Kentucky-American for operation.¹⁹ At that point, Black Mountain District's Board of Commissioners will be dissolved by the Harlan County Fiscal Court.²⁰ However, the dissolution cannot occur until Black Mountain District divests itself of its sewer assets.

Kentucky-American also requested, upon approval of the APA and closure of the transaction, to permit Kentucky-American to serve Black Mountain District's water customers in accordance with Kentucky-American's existing water tariff including the

¹⁵ APA, Section 2.3.

¹⁶ APA, Section 6.10.

¹⁷ APA, Section 6.11.

¹⁸ APA, Section 9.1.

¹⁹ Black Mountain District's Response to Staff's First Request, Item 5.

²⁰ Black Mountain District's Response to Staff's First Request, Item 6.

rates set forth in that tariff.²¹ In response to discovery, Kentucky-American stated that aligning Black Mountain District's current customers with the current Kentucky-American rates would be beneficial, as it would result in a decrease for comparable monthly residential bills.²² Further, Kentucky-American explained that it would be more efficient to immediately amend the Black Mountain District customers' rates to match Kentucky-American's based on the timing of this proceeding and Kentucky-American's pending application for a general rate adjustment, Case No. 2026-00094.²³ Below are Black Mountain District's current rates and what their rates would currently be under Kentucky-American's tariffs²⁴:

	Black Mountain (Division 1)	Black Mountain (Division 2)	Kentucky-American Water (Residential) (5/8" Meter)
<u>Rate Component</u>	<u>Tariff Effective: 02/08/2026</u>		<u>Tariff Effective: 12/16/2025</u>
Basic Service Charge/Minimum Bill	\$28.61	\$28.61	\$19.89
Water Included in Basic Service Charge	2,000 Gallons	2,000 Gallons	0 Gallons
Debt Service Surcharge	\$4.26	\$0	\$0
	<u>(Usage over 2,000 Gallons)</u>		
Usage Rate (per gallon)	\$0.01001	\$0.01001	\$0.0078656
Average Monthly Bill (4,000 Gallons)	\$52.89	\$48.63	\$51.35

In response to discovery, Kentucky-American stated that it had not and did not intend to have an appraisal performed of Black Mountain District's water utility assets, and rather requested a valuation equivalent to the purchase price of Black Mountain

²¹ Application at 2.

²² Kentucky-American's Response to Staff's First Request, Item 1(a).

²³ Kentucky-American's Response to Staff's First Request, Item 1(b).

²⁴ Note that until March 10, 2026, Black Mountain's customers had also been paying a water loss surcharge but were ordered to stop collecting it until further order of the Commission. See Case No. 2023-00202, *Electronic Filing Of Black Mountain Water District Unaccounted For Water Loss Reduction Plan, Surcharge And Monitoring*.

District's water assets.²⁵ Kentucky-American claimed that this approach reduced transaction costs associated with hiring a third-party to perform an appraisal.²⁶ Further, Kentucky-American stated that it took into account the limited availability of detailed information regarding Black Mountain District's assets, which would have made it difficult for a third-party to develop a detailed and accurate appraisal.²⁷ With regard to Kentucky-American's valuation methodology proposed in Case No. 2026-00094,²⁸ Kentucky-American proposed that the purchase price be allocated across utility plant assets through net acquisition accounting consistent with United States Generally Accepted Accounting Principles (US GAAP) as opposed to original cost accounting per the Uniform System of Accounts (USoA).²⁹ Kentucky-American explained that this valuation methodology will result in a lower annual depreciation expense for the acquired property and will save customers an estimated \$156,132 per year.³⁰

DISCUSSION AND FINDINGS

Approval under KRS 278.020(6)

Joint Applicants argued that Kentucky-American has the financial, technical, and managerial abilities to skillfully and efficiently operate the acquired Black Mountain District

²⁵ Kentucky-American's Response to Staff's First Request, Item 2(b).

²⁶ Kentucky-American's Response to Staff's First Request, Item 2(b).

²⁷ Kentucky-American's Response to Staff's First Request, Item 2(b).

²⁸ Case No. 2026-00094, *Electronic Application of Kentucky-American Water Company for an Adjustment of Rates, Approval of System Improvement Program, and Tariff Changes* (filed May 15, 2026), Direct Testimony of John Watkins (Watkins Direct Testimony) at 25.

²⁹ Kentucky-American's Response to Staff's First Request, Item 3.

³⁰ Kentucky-American's Response to Staff's First Request, Item 3.

water utility assets.³¹ Joint Applicants stated that Kentucky-American's financial integrity could be found in its annual reports filed with the Commission.³² Further, Kentucky-American stated that Black Mountain's customers will benefit from the purchasing power and capital access of a much larger organization and explained that American Water Works Service Company's national vendor contracts yield favorable pricing on meters, pipe, hydrants, valves, equipment, and other supplies.³³ Additionally, Kentucky-American stated that its customers also benefit from capital market access at favorable costs and, with an expanded customer base, allows Kentucky-American to spread fixed costs across more customers, creating both operational and purchasing efficiencies which helps smooth rate impacts.³⁴

The Commission notes that both Kentucky-American and Black Mountain District are utilities subject to the Commission's jurisdiction. Having reviewed the record and being otherwise sufficiently advised, the Commission finds that, based on the evidence provided in the application, Kentucky-American has the financial, technical, and managerial abilities to provide reasonable service.

Approval under KRS 278.218

Having considered the record and being otherwise sufficiently advised, the Commission finds that the APA is approved as modified for the reasons discussed below.

³¹ Joint Application at 3.

³² Joint Application at 3.

³³ Kentucky-American's Response to Staff's First Request, Item 14.

³⁴ Kentucky-American's Response to Staff's First Request, Item 14.

Joint Applicants argued that the proposed transaction was made in accordance with the law and for a proper purpose and is consistent with the public interest pursuant to KRS 278.218.³⁵ According to Kentucky-American's valuation of Black Mountain District's water utility assets, the net acquisition accounting methodology supported a net book value of \$1,200,000.³⁶ As such, the Commission agrees that KRS 278.218 is applicable. For this reason, the Joint Applicants must satisfy the conditions set forth in KRS 278.218 as set forth in the Legal Standard section of this Order.³⁷ As evidenced by Kentucky-American's proposed five-year, \$20.9 million capital and labor investment plan in Black Mountain District's current service territory,³⁸ Kentucky-American has provided sufficient evidence that the proposed transaction was contemplated for reasons other than obsolescence and that the assets will continue to be used to provide the same or similar service to the utility or its customers.

The proper purpose of a water utility is to provide adequate, efficient and reasonable service³⁹ to its customers, and the Commission finds that the transfer of assets to Kentucky-American furthers this purpose. The Commission also finds that the transfer of assets to Kentucky-American is in the public interest. Black Mountain District has had several ongoing issues. First, Black Mountain District has had a lot of employee and board member turnover and:

[D]uring the turnovers of employees and board members,
Black Mountain lost system knowledge and records were

³⁵ Joint Application at 3.

³⁶ Kentucky-American's Response to Staff's First Request, Item 3.

³⁷ KRS 278.218.

³⁸ Kentucky-American's Response to Staff's First Request, Item 4, Attachment 1.

³⁹ KRS 278.030(2).

lost/destroyed. Direction provided by the board for improvement projects pivoted and fell off course. New systems were established by boards without proper guidance for employees, which lead to confusion and morale issues and customers also lost trust in Black Mountain's abilities.⁴⁰

Black Mountain District also has significant water loss. The 12-month average for each of Black Mountain District's systems ranged from 37 percent to 65 percent.⁴¹ Black Mountain District has had several instances of customers without water and been under several boil water advisories.⁴² Black Mountain District also submitted violations from 2026 from the Division of Water due to sampling deficiencies.⁴³ Black Mountain District's customers will benefit from taking service under Kentucky-American. Kentucky-American explained that Black Mountain District operations will benefit from American Water Works Service Company resources such as information technology, customer service, supply chain, and other national resources that existing Kentucky-American customers already benefit from.⁴⁴ As noted above, Kentucky-American also committed to investing no less than \$20.9 million into Black Mountain District's system.⁴⁵ In addition, upon completion of this acquisition, Black Mountain District will cease to provide water service so there will not be duplicative activities or service in the area.

The Commission also finds that the purchase price is reasonable and is in the public interest. As mentioned above, the purchase price is meant to cover all Black

⁴⁰ Black Mountain District's Response to Staff's First Request, Item 10.

⁴¹ Black Mountain District's Response to Staff's First Request, Item 2(b), Attachment.

⁴² Black Mountain District's Response to Staff's First Request, Items 7 and 8.

⁴³ Black Mountain District's Response to Staff's First Request, Item 12, Attachment.

⁴⁴ Kentucky-American's Response to Staff's First Request, Item 14.

⁴⁵ APA, Section 6.10.

Mountain District's existing debts, and the price is capped at \$1.5 million. The Commission finds that capping the price is appropriate, as the Commission has concerns regarding Black Mountain District's ability to confirm its existing debt obligations. For example, Board minutes dated March 9, 2026, include discussion that Black Mountain District did not know how much was owed for garbage bills.⁴⁶ Black Mountain District should file all existing debt obligations, including any current garbage or sewer bills owed prior to the closing of the APA. With regards to Kentucky-American's valuation methodology proposed in Case No. 2026-00094, the Commission will defer the reasonableness of the proposed valuation methodology in Kentucky-American's pending rate case. Should this particular provision of the APA change, the Commission will require the parties to request Commission approval.

TARIFFS

Kentucky-American requested to serve Black Mountain District's customers pursuant to its current tariff governing rates and services.⁴⁷ However, Kentucky-American did not file updated tariff sheets nor did it send notice to any of Black Mountain District's customers of a change in service pursuant to 807 KAR 5:001 or 807 KAR 5:011 Section 8 or Section 11. In Case No. 2026-00094, Kentucky-American provided notice to Black Mountain District customers of the proposed rate increase requested as part of Case No. 2026-00094, even though the transfer had not yet been approved, pursuant to 807 KAR 5:001.⁴⁸ Kentucky-American also provided a copy of this notice in this case and

⁴⁶ Black Mountain District's Response to Staff's First Request, Item 9, Attachment.

⁴⁷ Application at 4.

⁴⁸ Case No. 2026-00094, Application.

confirmed that the notice was published in the Cumberland Tri-City News in Harlan County in accordance with 807 KAR 5:001, Section 17(2)'s prescribed frequency and timing.⁴⁹

Joint Applicants currently have no plan to notify existing Black Mountain District customers regarding the tariff changes pursuant to 807 KAR 5:011.⁵⁰ Kentucky-American argued that this transaction is not one in which Kentucky-American is assuming ownership or control of Black Mountain District, the entity.⁵¹ Kentucky-American argued, if 807 KAR 5:011 applies, the phrase "unless otherwise authorized by the commission" in the Commission's tariff regulation allows the Commission to authorize something different than Kentucky-American's adoption of Black Mountain's rates, classifications, and services.⁵² Kentucky-American also stated that, if the Commission believes that some additional notice should occur, the Commission should advise Kentucky-American what the content of that notice should be, then Kentucky-American will take steps to publish that notice in the newspaper of general circulation in Harlan County.⁵³

Having considered the record and being otherwise sufficiently advised, the Commission finds that 807 KAR 5:011, Section 11 is applicable. Adoption notice is required when a change of ownership or control of a utility occurs.⁵⁴ Likewise, adoption notice is required when a utility or a part of its business is transferred from the operating

⁴⁹ Kentucky American's Response to Staff's Second Request, Item 1.

⁵⁰ PSC Letter Filing IC Memo and Attendance List into the Record (filed May 8, 2026).

⁵¹ Kentucky American's Response to Staff's Second Request, Item 2(a).

⁵² Kentucky American's Response to Staff's Second Request, Item 2(a).

⁵³ Kentucky American's Response to Staff's Second Request, Item 2(b).

⁵⁴ 807 KAR 5:011 Section 11 (1)(a).

control of one (1) company to that of another.⁵⁵ As noted above, the Commission approved a change of ownership or control of a utility under KRS 278.020(6). Likewise, the Commission approved the transfer of a part of Black Mountain District's business pursuant to KRS 278.218. However, Kentucky-American is correct that the Commission can authorize a different procedure pursuant to 807 KAR 5:011, Section 11(2). Therefore, the Commission approves Kentucky-American's request to serve Black Mountain District's customers under Kentucky-American's existing tariff.

Finding that 807 KAR 5:011 applies, the Commission also finds that the notice requirements of 807 KAR 5:011 Section 11(7)(b) are applicable. However, the Commission, on its own motion in accordance with 807 KAR 5:011 Section 15, will grant a deviation from this section of the regulation for good cause shown. Kentucky-American provided proof of publication of current Kentucky-American rates as well as the proposed rates, in this case; it notified Black Mountain District's existing customers in Kentucky-American's current rate case, Case No. 2026-00094.⁵⁶ Furthermore, Kentucky-American explained that it will be sending a welcome packet to all of Black-Mountain District's current customers. The Commission finds that Kentucky-American should include information in this welcome packet as set forth: (1) provide Black Mountain District's current rates and what the new rate will be under Kentucky-American's current tariffs; (2) the amount of average usage and the effect upon the average bill for each customer classification; and (3) the uniform resource locator (URL) or web address for the Kentucky-American tariff.

⁵⁵ 807 KAR 5:011 Section 11 (1)(b).

⁵⁶ Case No. 2026-00094, (filed June 26, 2026), Kentucky-American's Response to Staff's Second Request, Item 1 and Item 1, Attachment.

Water Loss Surcharge

Black Mountain District operated under an established 24-month water loss surcharge mechanism and monitoring program in Case_No. 2023-00202.⁵⁷ According to Black Mountain District's monthly water loss surcharge report, it has a water loss surcharge escrow balance of \$246,556.99.⁵⁸ Black Mountain District stated that it has stopped collection of its water loss surcharge as directed by the Commission in its March 6, 2026 Order in Case No. 2023-00202 because the amount collected exceeded the authorized amount.⁵⁹ This surcharge was originally designed as a mechanism to generate capital directly from ratepayers to fund infrastructure repairs and pinpoint structural leaks within a failing distribution system.⁶⁰ In this application, Black Mountain District proposed to use the water loss surcharge balance to pay down existing debt incurred for capital system improvements prior to any closing with Kentucky-American.⁶¹

In this case, Black Mountain District's cash holdings are specifically excluded from the transaction.⁶² However, the Commission finds that the surcharge funds should be transferred to Kentucky-American as part of the asset transfer and orders that Kentucky-American use those funds for their original purpose, which is to be invested into Black Mountain District's infrastructure. It would be improper for Black Mountain District to use

⁵⁷ Case No. 2023-00202, *Electronic Filing of Black Mountain Water District's Unaccounted-for Water Loss Reduction Plan, Surcharge, and Monitoring* (Ky. PSC Oct. 9, 2023), opening Order; (This case is opened to monitor Black Mountain District's Water Loss Reduction Surcharge proceeds and collections).

⁵⁸ Case No. 2023-00202, (filed June 7, 2026), Monthly Water Loss Report.

⁵⁹ Case No. 2023-00202, (filed Mar. 13, 2026), Cover Letter of Monthly Water Loss Reports.

⁶⁰ Case No. 2023-00202, Oct. 9, 2023 opening Order.

⁶¹ Black Mountain District's Response to Staff's Second Request, Item 13.

⁶² APA, Exhibit 1, "Excluded Assets" definition.

surcharge funds to pay off its existing debt obligations, which was not the intended purpose of the water loss surcharge.

Debt Surcharge

Black Mountain District's debt service surcharge was established in Case No. 2015-00088.⁶³ The Commission ordered that the proceeds from the debt service surcharge be used for no purpose other than the repayment of the Rural Development (RD) bonds and (Kentucky Infrastructure Authority) KIA loans that were outstanding at the time Black Mountain District merged with Green Hills District.⁶⁴ The Commission noted that the amount of the surcharge may be reduced from time to time, with the Commission's approval, as each of the nine debt obligations is fully retired.⁶⁵ In Case No. 2023-00235, the Commission found that Black Mountain District, the manager and the commissioners, violated the Order in Case No. 2015-0088 by using the debt surcharge funds to pay garbage bills.⁶⁶ As of March 31, 2026, Black Mountain's Balance Sheet appeared to show an active balance of \$28,717.90 held within this debt service account.⁶⁷

The Commission finds that the debt surcharge funds should be transferred Kentucky-American and that Kentucky-American should utilize the funds from its debt service surcharge escrow account to pay down the above-mentioned RD bonds and KIA

⁶³ Case No. 2015-00088, *Alternative Rate Adjustment Filing of Black Mountain Utility District* (Ky. PSC Nov. 9, 2015), Order at 2.

⁶⁴ Case No. 2015-00088, Nov. 9, 2015 Order at 9.

⁶⁵ Case No. 2015-00088, Nov. 9, 2015 Order at 9.

⁶⁶ Case No. 2023-00235, *Electronic Investigation Into The Financial And Operating Capacity Of Black Mountain Utility District As Well As Possible Vacancies On The Board Of Commissioners Of Black Mountain Utility District* (Ky. PSC Aug. 20, 2024), Order.

⁶⁷ Joint Application Exhibit 1, Schedule 3.15, Balance Sheet (132.003.1 HS - SURCHARGE, BOND & INTEREST).

loans, if not previously paid off. Furthermore, prior to closing, Black Mountain District shall file with the Commission the current balance in its debt surcharge escrow account.

IT IS THEREFORE ORDERED that:

1. The Joint Application for the acquisition and transfer of ownership and control of Black Mountain District pursuant to KRS 278.020(6) and KRS 278.218 is approved.

2. The APA, attached to this Order as an Appendix, is approved as modified.

3. Any changes to the APA shall be approved by the Commission.

4. Within five days of consummation of the acquisition, Kentucky-American shall file a written notice setting forth the date of acquisition.

5. Prior to the closing of the APA, Black-Mountain District shall file an accounting of all existing debt obligations, as post-case correspondence in this file. This should include the amount of current garbage or sewer bills owed.

6. Prior to the closing of the APA, Black Mountain District shall file the current debt service surcharge and water loss surcharge amounts.

7. Joint Applicants shall adhere to all terms and conditions listed in the APA.

8. Within 20 days of the consummation of the acquisition, Kentucky-American shall file the journal entries it proposes to record the acquisition. The acquisition shall be recorded in accordance with the Uniform System of Accounts.

9. If the closing of the APA has not been completed within six months of the date of this Order, the Joint Applicants shall provide a written status report to the Commission.

10. Within 14 days of Black Mountain District's satisfaction of its existing debts, Joint Applicants shall provide notice of satisfaction of these debts to the Commission, as post-case correspondence in this file.

11. Kentucky-American shall file quarterly updates summarizing any investments made in the Black-Mountain District's water system in the post-case correspondence in this file and file a summary of the investments in Black Mountain District's service territory, in its next application for a general rate adjustment. These updates should include a list of each project, cost of each project, and the status of the completion of that project. Kentucky-American should also indicate whether or not the water loss surcharge funds were utilized to fund the project.

12. Kentucky-American shall monitor water loss in the Black-Mountain District service territory, on a monthly basis, and file each of those reports in its next general rate adjustment proceeding.

13. Joint Applicants shall file all schedules listed in the APA not yet filed in the record as post-case correspondence.

14. Kentucky-American shall file proof of Black Mountain District's dissolution, no later than 20 days after such dissolution occurs.

15. A deviation from 807 KAR 5:011 (7)(b) is granted for good cause shown.

16. Kentucky-American's request to serve Black Mountain District's customers under Kentucky-American's existing tariff is approved.

17. Within 20 days of the date of closing, Kentucky-American shall file with the Commission, using the Commission's electronic Tariff Filing System, revised tariff sheets adding Harlan County to the list of counties that Kentucky-American provides service to.

18. Kentucky-American shall include information in the welcome packet as follows: (1) provide Black Mountain District's current rates and what the new rate will be under Kentucky-American's current tariffs; (2) the amount of average usage and the effect upon the average bill for each customer classification; and (3) the uniform resource locator (URL) or web address for the Kentucky-American tariff.

19. Black Mountain District shall transfer all funds in its water loss surcharge account to Kentucky-American to be used to further capital infrastructure improvements.

20. Joint Applicants shall file a statement confirming that transfer of water loss surcharge funds has occurred and the account closed in post-case correspondence.

21. Black Mountain District shall transfer all debt surcharge funds to Kentucky-American. Kentucky-American shall utilize the funds from its debt service surcharge escrow account to pay down the above-mentioned RD bonds and KIA loans, if not previously paid off.

22. Joint Applicants shall file a statement confirming that transfer of debt service surcharge funds has occurred and the account closed in post-case correspondence.

23. Black Mountain District, as it ceases to exist its water operations as a result of the proposed acquisition by Kentucky-American, shall be responsible for submitting to the Commission its financial and statistical reports, as described in 807 KAR 5:006, Section 3, for the period in calendar 2026 in which it owned and operated its water treatment and distribution systems.

24. This case is closed and removed from the docket.

Entered on this 10th day of July, 2026.

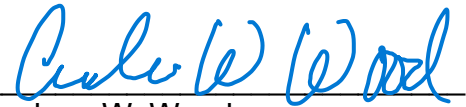
PUBLIC SERVICE COMMISSION



Angie Hatton
Chair



Mary Pat Regan
Vice Chair



Andrew W. Wood
Commissioner



Barry L. Mayfield
Commissioner

by AH
w/ permission
/

ATTEST:



Linda C. Bridwell, PE
Executive Director

APPENDIX

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2026-00097 DATED JUL 10 2026

SEVENTY SEVEN PAGES TO FOLLOW

Agreement for Purchase of Black Mountain Utility District System

This **Agreement for Purchase of Black Mountain Utility District System** (the “Agreement”) is made and entered into on the 10th day of April, 2026 by and between **Kentucky-American Water Company**, a Kentucky corporation (“Kentucky-American” or “Buyer”), and **Black Mountain Utility District**, a water district created and organized under KRS Chapter 74, *et seq.*, in multiple Kentucky counties (“Seller”). Hereinafter, Kentucky-American and Seller may be referred to individually as a “Party” or together as the “Parties”.

RECITALS:

A. Seller currently owns and operates a water distribution system including two (2) (currently non-operational) water treatment facilities (collectively, the “System”).

B. Seller desires to sell and Buyer desires to purchase the Acquired Assets defined on Exhibit 1.

NOW, THEREFORE, in consideration of the foregoing recitals, representations, warranties, and covenants contained herein, and in exchange for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 Definitions and Related Matters

For purposes of this Agreement, the capitalized terms used herein shall have the meanings assigned to them herein or in the attached Exhibit 1 and, for purposes of this Agreement and all other documents executed in connection herewith, the rules of construction set forth in Exhibit 1 shall govern.

ARTICLE 2 Purchase and Sale of Assets; Closing

2.1 Transfer of Assets Subject to the terms and conditions of this Agreement, at the Closing on the Closing Date and effective as of the Effective Time, Kentucky-American shall purchase, acquire and accept from Seller, and Seller shall sell, convey, transfer, assign and deliver to Kentucky-American, free and clear of all Encumbrances, the Acquired Assets. Notwithstanding anything to the contrary contained in this Section 2.1 or elsewhere in this Agreement, the Excluded Assets are not part of the sale and purchase contemplated hereunder, are excluded from the Acquired Assets, and shall remain the exclusive property of Seller subsequent to the Closing.

2.2 Consideration.

The consideration for the System and the Acquired Assets shall consist of the Purchase Price. At Closing, Kentucky-American shall pay to the Seller’s creditor(s) holding all outstanding indebtedness of Seller as set forth in Schedule 2.2 (the “Seller Indebtedness”) in accordance with payoff information and wire transfer instructions to be provided to Kentucky-American at least three Business Days prior to the Closing Date, in immediately available funds, an aggregate amount equal to the Purchase Price.

2.3 No Assumption of Liabilities. Any and all Liabilities of Seller, whether or not incurred in connection with the operation of the System, shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller. Notwithstanding anything to the contrary contained in this Agreement, Kentucky-American will not assume or be deemed to assume, and shall have no liability or obligation with respect to, any Liability of Seller, none of which Liabilities are part of the Contemplated Transactions.

2.4 Closing. Unless this Agreement is first terminated pursuant to Article 8 hereof, and subject to the satisfaction or, if permissible, waiver of each of the conditions set forth in Article 5 hereof, the Closing will take place at the offices of Kentucky-American or such other place or by such other means (e.g., email or facsimile and overnight delivery of original execution documents) as is agreed to by the Parties at 10:00 A.M., Eastern time, on (a) such date as is three (3) Business Days after the date on which all of the conditions set forth in Article 5 hereof shall have been satisfied or (to the extent permissible) waived (other than those conditions which, by their nature are to be satisfied or waived at Closing but subject to their satisfaction or waiver at Closing) or, if Kentucky-American shall so elect, the final day of Seller's billing period of which such date is a part or (b) such other date as the Parties hereto may agree upon in writing. In any event, the Closing shall be effective as of the Effective Time.

2.5 Closing Obligations.

In addition to any other documents to be delivered under other provisions of this Agreement, at Closing:

- (a) Seller shall deliver or cause to be delivered to Kentucky-American, the following documents:
 - (i) the Bill of Sale, duly executed by Seller;
 - (ii) all Consents and approvals from Governmental Authorities, and third parties under Contracts, necessary to ensure that Kentucky-American will continue to have, to the extent allowable under the law, the same full rights with respect to the Acquired Assets as Seller had immediately prior to the consummation of the Contemplated Transactions, including the written Consents, in form and substance reasonably acceptable to Kentucky-American, of the Governmental Authorities and third parties set forth in Schedule 2.5(a)(iii);
 - (iii) a payoff letter from each lender from which Seller has incurred Seller Indebtedness, and a release of all Encumbrances relating to the Acquired Assets executed, filed and/or recorded by the holder of or parties to each such Encumbrance (including without limitation any violations cited any Governmental Authority with authority over the System or the Acquired Assets), if any, in each case in substance and form reasonably satisfactory to Kentucky-American and its counsel;
 - (iv) to the extent the same are in Seller's possession, and excepting those available in the public record, for each interest in Real Property and each easement and/or right-of-way affecting any Real Property or Acquired Asset, whether or not identified on Schedule 3.4, a recordable warranty deed or such other appropriate document or instrument of transfer or approval, as the case may require, each in form and substance reasonably satisfactory to Kentucky-American;
 - (v) to the extent the same are in Seller's possession, and excepting those available in the public record, such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by Kentucky-American, each in form and substance reasonably satisfactory to Kentucky-American;
 - (vi) to the extent the same are in Seller's possession, and excepting those available in the public record, a copy of each permit, license, easement, land-right and other necessary authority for the operation of the System and the Acquired Assets, in each case validly issued in the name of the Seller and in full force and effect;
 - (vii) the certificate contemplated by Section 5.1(c); and

(viii) all other documents, instruments and writings required or reasonably requested by Kentucky-American to be delivered at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith.

(b) At or prior to the Closing, Kentucky-American shall deliver the following:

(i) to the Seller, in accordance with wire transfer instructions to be provided by the Seller to Kentucky-American at least three (3) Business Days prior to the Closing Date, in immediately available funds, an aggregate amount equal to the Purchase Price; and

(ii) to the Seller, all other documents, instruments and writings required or reasonably requested by Seller to be delivered at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith.

ARTICLE 3

Representations and Warranties of Seller

Seller hereby makes the following representations and warranties to Kentucky-American, each of which is true and correct on the date hereof and shall survive the Closing and the Contemplated Transactions hereby to the extent set forth herein:

3.1 Organization of Seller. Seller is a duly organized, validly existing utility district in Baxter, Kentucky organized and in good standing under the Laws of the State of Kentucky, with full power and authority to operate the business of the System as it is now being conducted and to own, lease and operate the System and the Acquired Assets.

3.2 Enforcement; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency or other similar Laws affecting the rights of creditors generally and by general principles of equity. Seller has the absolute and unrestricted right, power, and authority to execute and deliver this Agreement and the Transaction Documents and to consummate the Contemplated Transactions. The governing body of Seller has duly authorized the execution, delivery, and performance of this Agreement by Seller and no other proceeding on the part of Seller is necessary to authorize the execution, delivery and performance of this Agreement.

(b) This Agreement has been, and the Transaction Documents will be, duly executed and delivered by Seller.

(c) Neither the execution, delivery, or performance by Seller of this Agreement or the Transaction Documents nor the consummation by it of the Contemplated Transactions will (i) contravene, conflict with or result in a violation of any provisions of the governing document of Seller, (ii) contravene, conflict with or result in a violation of or give any Governmental Authority or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under any Laws or any Order to which Seller or any of the Acquired Assets may be subject, (iii) contravene, conflict with or result in a violation of any of the terms or requirements of or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify any Permit or other authorization by a Governmental Authority that is held by Seller or that otherwise relates to the System or any of the Acquired Assets, (iv) contravene, conflict with or result in a violation or breach of any provision of, require the Consent of any Person under, or give any Person the right to declare a default or exercise any remedy under or to accelerate the maturity or

performance of or to cancel, terminate or modify any Contract, indenture, mortgage, note, lease or other instrument or document to which Seller is a party or by which any of the Acquired Assets are bound or (v) result in the imposition or creation of any Encumbrance upon or with respect to any of the Acquired Assets.

(d) No filings or registrations with, notifications to, or authorizations, Consents or approvals of, a Governmental Authority or third party are required to be obtained or made by Seller in connection with the execution, delivery or performance by Seller of this Agreement or the Transaction Documents or the consummation by Seller of the Contemplated Transactions except related to the KyPSC approval. Neither the Contemplated Transactions nor the Transaction Documents will result in the creation of any Encumbrance against any of the Acquired Assets.

3.3 Assets. Seller has clear, good, and marketable title to, or a valid leasehold interest in, all of the Acquired Assets, free and clear of all Encumbrances excepting those of public record. None of the Acquired Assets are leased or on loan by Seller to any third party. The Acquired Assets constitute all of the assets and property that, together with the rights granted or conveyed under the Transaction Documents, are necessary for the operation of the System and the Acquired Assets as conducted as of the date hereof. Upon the Closing, Kentucky-American shall continue to be vested with good title or a valid leasehold interest in the System and all of the Acquired Assets.

3.4 Real Property; Easements.

(a) Seller owns and has good and marketable title to the Real Property, free and clear of all options, leases, covenants, conditions, easements, agreements, claims, and other Encumbrances of every kind except those of public record and there exists no restriction on the use or transfer of such property, in each case except as set forth on Schedule 3.4(b)(i) or Schedule 3.4(b)(ii). Set forth on Schedule 3.4(a) is a complete and accurate listing of all Real Property. Seller is not the lessor or lessee of any real property, and there are no outstanding options, rights of first refusal or rights of first offer to purchase any of the Real Property or any portion thereof or interest therein. To the extent readily available to Seller and/or in Seller's possession, Seller has made available to Kentucky-American copies of all title reports, surveys, title policies and appraisals relating to the Real Property. At and after the Closing, Kentucky-American shall have the right to maintain or use the Real Property, including the space, facilities or appurtenances outside the building lines, whether on, over or under the ground, and to conduct such activities thereon as maintained, used or conducted by Seller on the date hereof and such right is not subject to revocation. At and after the Closing, Kentucky-American shall have all rights, easements and agreements necessary for the use and maintenance of water, sewer or other utility pipelines, poles, wires, conduits or other like facilities, and appurtenances thereto, over, across and under the Real Property.

(b) The Real Property is properly classified under applicable zoning Laws, ordinances, and regulations for the current and continued operation of the System on the Real Property. No Proceeding is pending or threatened which could adversely affect the zoning classification of the Real Property. There are sufficient parking spaces, loading docks and other facilities at such Real Property to comply with such zoning Laws, ordinances, and regulations and Seller's use or occupancy of the Real Property is not dependent on any permitted non-conforming use or similar variance, exemption, or approval from any Governmental Authority. Seller's current use and occupancy of the Real Property and its operation of the System thereon does not violate any easement, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement affecting such Real Property. The present use and operation of the Real Property does not constitute a non-conforming use and is not subject to a variance. Seller has not received any notice of violation of any easements, covenants, restrictions or similar instruments and there is no basis for the issuance of any such notice or the taking of any action for such violation. Set forth on Schedule 3.4(b)(i) hereto is a true, correct and complete list of all easements relating to the Real Property or the Acquired Assets. All of such easements are valid and will be transferred to Kentucky-American and remain in full force as of the Closing. Set forth on Schedule 3.4(b)(ii) hereto is a true, correct and complete list of all rights of way relating to the Real

Property or the Acquired Assets. All of such rights of way are valid and will be transferred to Kentucky-American and remain in full force as of the Closing. All Improvements located on, and the use presently being made of, the Real Property comply with all applicable zoning and building codes, ordinances and regulations and all applicable fire, environmental, occupational safety and health standards and similar standards established by Law and the same use thereof by Seller and Kentucky-American following Closing will not result in any violation of any such code, ordinance, regulation or standard. There is no proposed, pending or threatened change in any such code, ordinance, regulation or standard which would adversely affect the System or the Acquired Assets.

(c) No Improvements encroach on any land that is not included in the Real Property or on any easements affecting such Real Property, or violate any building lines or set-back lines, and there are no encroachments onto the Real Property, or any portion thereof, which would interfere with the use or occupancy of such real Property or the continued operation of the System as currently conducted.

(d) There is no unpaid property Tax, levy or assessment against the Real Property (except for Encumbrances relating to Taxes not yet due and payable), nor is there pending or threatened any condemnation Proceeding against the Real Property or any portion thereof.

(e) Except as set forth in Schedule 3.4(c), there is no condition affecting the Real Property or the Improvements located thereon which requires repair or correction to restore the same to reasonable operating condition.

3.5 Personal Property. Set forth on Schedule 3.5(a) is a complete and accurate listing of all Acquired Assets which are personal property. Except as set forth in Schedule 3.5(b): (i) no Acquired Asset which is personal property is in the possession of others (other than immaterial items temporarily in the possession of others for maintenance or repair), (ii) neither Seller nor any of its Affiliates holds any such property on consignment, and (iii) each item of such Acquired Assets has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to normal wear and tear) and is suitable for the purposes for which it is presently used.

3.6 No Undisclosed Liabilities. Except as set forth on Schedule 3.6, Seller does not have any Liabilities whatsoever, known or unknown, asserted or unasserted, liquidated or unliquidated, accrued, absolute, contingent, or otherwise, there is no basis for any claim against Seller, the System or any of the Acquired Assets for any such Liability and there is no basis for any such Liability to become the Liability of Kentucky-American from and after the Closing.

3.7 Tax Matters.

(a) Seller has timely and properly filed all Tax Returns that it was required to file. All such Tax Returns were complete and correct in all respects and were prepared in compliance with all applicable Laws. All Taxes owed by Seller have been paid. Seller is not the beneficiary of any extensions of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction. There are no Encumbrances on any of the Acquired Assets that arose in connection with any failure (or alleged failure) to pay any Tax.

(b) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, member, stockholder, or other third party. Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(c) There are no audits or examinations of any Tax Returns pending or threatened that relate to Seller's operation of the System or the Acquired Assets. Seller is not a party to any action or Proceeding by any

Governmental Authority for the assessment or collection of Taxes relating to the operation of the System or Acquired Assets, nor has such event been asserted or threatened. There is no waiver or tolling of any statute of limitations in effect with respect to any Tax Returns relating to Seller's operation of the System or the Acquired Assets.

(d) None of the Acquired Assets (i) have been or could be treated as a partnership or corporation for United States federal income Tax purposes or (ii) is property that is required to be treated for Tax purposes as being owned by any other Person (other than those Acquired Assets that are leased).

(e) None of the Acquired Assets represent property or obligations of Seller, including but not limited to uncashed checks to vendors, customers or employees, non-refunded overpayments or unclaimed subscription balances, that is escheatable to any Governmental Authority under any applicable escheatment Laws as of the date hereof or that may at any time after the date hereof become escheatable to any Governmental Authority under any applicable escheatment Law.

3.8 Contracts. Set forth on Schedule 3.8 is a complete and correct list of all Contracts related to the System to which Seller is a party or is otherwise bound. Seller has delivered or caused to be delivered to Kentucky-American correct and complete copies of each such Contract (including any and all amendments), a description of the terms of each such Contract which is not in writing, if any, and all documents affecting the rights or obligations of any party thereto.

3.9 Environmental Matters.

(a) Seller is not aware of any times that it has not been in full compliance with and has not been and is not in violation of or liable under any applicable Environmental Law. Seller has no basis to expect nor has it received any actual or threatened Order, notice or other communication from any Governmental Authority or other Person of any actual or potential violation or failure to comply with any Environmental Law or of any actual or threatened obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to the Real Property or any other properties or assets (whether real, personal or mixed) in which Seller has or has had an interest or with respect to the Real Property or any other real property at or to which Hazardous Materials were generated, manufactured, refined, transferred, imported, used or processed by Seller or any other Person for whose conduct it is or may be held responsible, or from which Hazardous Materials have been transported, treated, stored, handled, transferred, disposed, recycled or received.

(b) There are no pending or threatened claims, Encumbrances or other restrictions of any nature, resulting from any Environmental, Health and Safety Liabilities or arising under or pursuant to any Environmental Law with respect to or affecting the Real Property or any other properties and assets (whether real, personal or mixed) in which Seller has or had an interest.

(c) Neither Seller nor any other Person for whose conduct it is or may be held to be responsible has any Environmental, Health and Safety Liabilities with respect to the Real Property or with respect to any other properties and assets (whether real, personal or mixed) in which Seller (or any predecessor) has or has had an interest or at any property geologically or hydrologically adjoining the Real Property or any such other property or assets that could reasonably be expected to have a material adverse effect thereon.

(d) To Seller's knowledge, there are no Hazardous Materials, except those used in connection with the operation of the System and set forth in the list on Schedule 3.9(d), present on or in the Environment at the Real Property or at any geologically or hydrologically adjoining property, including any Hazardous Materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent and deposited or located in land, water, sumps or any other part of the Real Property or such adjoining property or incorporated into any structure

therein or thereon. Neither Seller nor any other Person for whose conduct it is or may be held to be responsible has permitted or conducted, or is aware of, any Hazardous Activity conducted with respect to the Real Property or any other properties or assets (whether real, personal or mixed) in which Seller has or has had an interest except in material compliance with all applicable Environmental Laws. There has been no Release or threat of Release, of any Hazardous Materials at or from the Real Property or from or by any other properties and assets (whether real, personal or mixed) in which Seller has or has had an interest, or any geologically or hydrologically adjoining property, whether by Seller or any other Person.

(e) Except as set forth in Schedule 3.9(e), Seller is not aware of any of the following existing at the System or on the Real Property: (1) underground storage tanks; (2) asbestos-containing material in any form; (3) materials or equipment containing polychlorinated biphenyl; (4) groundwater monitoring wells; or (5) landfills, surface impoundments, or disposal areas.

(f) Except as set forth in Schedule 3.9(f) neither Seller nor any of its Affiliates is obligated to provide financial assurance in consideration of the System under Environmental Law.

(g) Seller has delivered to Kentucky-American true and complete copies and results of any reports, studies, analyses, tests or monitoring possessed or initiated by Seller or its predecessors pertaining to Hazardous Materials or Hazardous Activities in, on or under the Real Property, or concerning compliance by Seller, its predecessors, or any other Person for whose conduct Seller is or may be held to be responsible, with Environmental Laws, said reports, studies, etc. to include without limitation, any and all Phase I environmental reports now or hereafter in the possession or control of Seller. Seller has limited records and have provided the documents within its possession, but this does not include records from prior management.

3.10 Permits. Set forth on Schedule 3.10 is a complete and correct list of all Permits used by Seller in the continuing operation of the System. Such Permits constitute all those necessary for the continuing operation of the System and are all valid and subsisting and in full force and effect. No fact or circumstance exists which is reasonably likely to cause any such Permit to be revoked or materially altered subsequent to the execution of this Agreement and the Closing Date. Neither the execution of this Agreement nor the Closing do or will constitute or result in a default under or violation of any such Permit. Seller has delivered to Kentucky-American all Permits that are in its possession.

3.11 Insurance. Seller maintains and has maintained appropriate insurance necessary for the full protection of all of its assets, properties, the System, operations, products and services. All such policies are in full force and effect and Seller will use commercially reasonable efforts to cause such policies to be outstanding and in full force and effect as of Closing and immediately following the execution of this Agreement and the consummation of the Contemplated Transactions. There are no pending Proceedings arising out of, based upon or with respect to any of such policies of insurance and, to Seller's Knowledge, no basis for any such Proceedings exists. Seller is not in default with respect to any provisions contained in any such insurance policies and no insurance provider is in default with respect to such insurance policies. Set forth in Schedule 3.11 is a true and accurate list of all such insurance policies Seller maintains, and the premiums therefor have been paid in full as they have become due and payable.

3.12 Absence of Certain Changes. There has not been any occurrence or event which, individually or in the aggregate, has had or is reasonably expected to have any Material Adverse Effect. With the exception of the two non-operational water treatment facilities, Seller has continually operated the System only in the Ordinary Course of Business. Without limitation of the foregoing, to the best of Seller's knowledge and belief, Seller has not entered into, amended, terminated or received notice of termination of any Permit necessary for the continued operation of the System. In addition, Seller has not taken any action in connection with the System which, if taken on or after the date hereof, would have required the prior written Consent of Kentucky-American pursuant to Section 6.6 hereof.

3.13 Litigation and Proceedings. With the exception of the matters listed in Schedule 3.13, there are no Proceedings, either pending or threatened, anticipated or contemplated, against Seller or involving the operation of the System, any of the Acquired Assets, or any of Seller's members, shareholders, directors, officers, agents or other personnel in their capacity as such, which could directly affect any of the Acquired Assets or the System. Seller has not been charged with, nor is it under investigation with respect to, any charge which has not been resolved to its favor concerning any violation of any applicable Law with respect to any of the Acquired Assets or the System and there is no valid basis for any such charge or investigation. Neither Seller nor any of its Affiliates has been subject to or threatened to be subject to any Proceeding or Order relating to personal injury, death or property or economic damage arising from products sold, licensed or leased and services performed by Seller or any of its Affiliates with respect to the System. No judgment, Order, writ, injunction, decree, assessment or other command of any Governmental Authority affecting Seller or any of the Acquired Assets or the System has been entered which is presently in effect. There is no Proceeding pending or, to Seller's Knowledge, threatened which challenges the validity of this Agreement or the Contemplated Transactions or otherwise seeks to prevent, directly or indirectly, the consummation of the Contemplated Transactions, nor is there any valid basis for any such Proceeding.

3.14 Compliance with Laws. To the best of Seller's knowledge and belief, Steller is in compliance with all Laws, Permits, Orders, ordinances, rules and regulations, whether civil or criminal, of any federal, state, local or foreign governmental authority applicable to the System has not committed any violation of any Law or any provision of its governing documents applicable to the Acquired Assets and/or the operation of the System. Except as set forth in Schedule 3.14 neither Seller nor any of its Affiliates has received any notice alleging such default, breach or violation.

3.15 Financial Statements. Attached as Schedule 3.15 are the Financial Statements. The Financial Statements have been prepared in accordance with GAAP, subject in the case of the Unaudited Financial Statements to normal year-end adjustments and the absence of footnotes. The Financial Statements were derived from the books and records of Seller, are true correct and complete in all material respects and present fairly in all material respects the financial condition, operating results and cash flows of Seller as of the dates and during the periods indicated therein (subject, in the case of the Unaudited Financial Statements, to normal year-end adjustments and the absence of footnotes). Seller does not have its 2024 or 2025 audited financial statements complete and therefore the financial statements for those fiscal years are based on unaudited financial statements.

ARTICLE 4

Representations and Warranties of Kentucky-American

Kentucky-American hereby makes the following representations and warranties to Seller:

4.1 Organization. Kentucky-American is a duly organized and validly existing corporation in good standing under the Laws of Kentucky and has the power and authority to own, lease and operate its assets and properties and to conduct the business of the System as now being conducted.

4.2 Enforcement; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of Kentucky-American and is enforceable against Kentucky-American in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar Laws affecting the rights of creditors generally and by general principles of equity. Kentucky-American has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder.

(b) Neither the execution or delivery of this Agreement nor the consummation of the Contemplated Transactions shall result in: (i) a violation of or a conflict with any provision of the articles of incorporation or the bylaws of Kentucky-American; (ii) a material breach of or default under any term, condition or provision of any Contract to which Kentucky-American is a party, or an event which, with the giving of notice, lapse of time, or both, would result in any such breach or default; or (iii) a material violation of any applicable Law, Order, judgment, writ, injunction, decree or award or any event which, with the giving of notice, lapse of time, or both, would result in any such violation.

ARTICLE 5

Conditions Precedent to Closing

5.1 Conditions Precedent to the Obligations of Kentucky-American. Kentucky-American's obligations to consummate the Contemplated Transactions are subject to the satisfaction in full, unless expressly waived in writing by Kentucky-American, of each of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Seller contained in this Agreement or in any Transaction Document shall have been true, correct and accurate in all respects on and as of the date hereof and shall also be true, correct and accurate in all material respects (other than Section 3.5 and representations and warranties qualified as to materiality, which shall have been true, correct and accurate in all respects) on and as of the Closing Date with the same force and effect as though made by Seller on and as of the Closing Date (except to the extent that any such representation or warranty is made solely as of the date hereof or as of another date earlier than the Closing Date, which shall be accurate as of such date);

(b) Covenants. Seller shall have performed, observed and complied in all material respects with all of their respective obligations, covenants, undertakings and agreements contained in this Agreement or any Transaction Document and required to be performed, observed or complied with by Seller prior to or at the Closing;

(c) Certificates. Seller shall have delivered to Kentucky-American a certificate, dated as of the Closing Date and executed by an officer of Seller, to the effect that the conditions set forth in Sections 5.1(a), (b) and (h) have been satisfied;

(d) Proceedings. Except as described in section 3.13, no provision of any Law or Order shall be in effect, and no Proceeding by any Person shall be threatened or pending before any Governmental Authority, or before any arbitrator, which would: (i) prevent consummation of the Contemplated Transactions; (ii) have a likelihood of causing the Contemplated Transactions to be rescinded following consummation; (iii) adversely affect the right of Kentucky-American to own any of the Acquired Assets; or (iv) adversely affect the System prospects or the value or condition of any of the Acquired Assets or the System;

(e) Closing Deliveries. Seller shall have delivered or caused to be delivered to Kentucky-American each of the items set forth in Section 2.5(a);

(f) Governmental and Third-Party Approvals. (i) Kentucky-American shall have obtained a certificate of convenience and necessity and all necessary regulatory approvals by the KyPSC, or any other applicable regulatory body, and all other applicable Consents and approvals from Governmental Authorities and other third parties which are required in connection with the Contemplated Transactions, each in form and substance (including without limitation with respect to the terms and conditions contained in any such approval) acceptable to Kentucky-American in its sole and absolute discretion, and (ii) any waiting periods under existing Laws, and all extensions thereof, the passing of which is necessary to consummate the Contemplated Transactions, shall have expired; and

(g) No Material Adverse Effect. Kentucky-American shall have determined in its sole reasonable judgement that there shall not have occurred any event or circumstance which, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect; and

(h) Grants. Seller shall have provided Kentucky-American evidence to the reasonable satisfaction of Kentucky-American that all grant funds have been spent on the projects related to such grants, or that it has not received any such grants.

5.2 Conditions Precedent to Obligations of Seller. Seller's obligation to consummate the Contemplated Transactions is subject to the satisfaction in full, unless expressly waived in writing by Seller, of each of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Kentucky-American contained in this Agreement or in any Transaction Document shall have been true, correct and accurate in all respects on and as of the date hereof and shall also be true, correct and accurate in all material respects (other than representations and warranties qualified as to materiality, which shall have been true, correct and accurate in all respects) on and as of the Closing Date with the same force and effect as though made by Kentucky-American on and as of the Closing Date (except to the extent that any such representation or warranty is made solely as of the date hereof or as of another date earlier than the Closing Date, which shall be accurate as of such date);

(b) Covenants. Kentucky-American shall have performed, observed and complied in all material respects with all of its obligations, covenants, undertakings and agreements contained in this Agreement or any Transaction Document and required to be performed, observed or complied with by Kentucky-American prior to or at the Closing;

(c) Proceedings. No provision of any Law or Order shall be in effect which would prevent consummation of the Contemplated Transactions; and

(d) Closing Deliveries. Kentucky-American shall have delivered or caused to be delivered to Seller each of the items set forth in Section 2.5(b).

ARTICLE 6

Covenants and Special Agreements

6.1 Access to Information; Confidentiality

(a) Access. Between the date of this Agreement and the Closing Date, Kentucky-American may, directly and through its representatives, make such confirmatory investigation of the System and the Acquired Assets as each deems necessary or advisable. In furtherance of the foregoing, Kentucky-American and its representatives shall have reasonable access, upon reasonable notice during normal business hours, to all employees, properties, books, Contracts, commitments and records of the Seller shall furnish and cause to be furnished to Kentucky-American and its representatives such financial and operating data and other information as may from time to time be reasonably requested relating to the System, shall permit Kentucky-American or its representatives to conduct such physical inspections and environmental audits of the Real Property as requested by Kentucky-American and shall permit Kentucky-American or its representatives to conduct interviews of employees of or servicing the System. Seller and the management, employees, accountants and attorneys of or servicing the System shall cooperate fully with Kentucky-American and its representatives in connection with such investigation.

(b) Confidentiality.

(i) Prior to Closing (and, in the case of Seller, following Closing), each Party shall ensure that all Confidential Information which such Party or any of its respective officers, directors, employees, counsel, agents, or accountants may have obtained, or may hereafter obtain, from the other Party (or create using any such information) relating to the financial condition, results of operations, System, properties, assets, Liabilities or future prospects of the other Party, any Related Person of the other Party or any customer or supplier of such other Party or any such Related Person shall not be published, disclosed or made accessible by any of them to any other Person at any time or used by any of them, in each case without the prior written Consent of the other Party; provided, however, that the restrictions of this sentence shall not apply (i) as may otherwise be required by Law, (ii) to the extent such Confidential Information shall have otherwise become publicly available, and (iii) as to Kentucky-American, to disclosure by or on its behalf to regulatory authorities or other third parties whose Consent or approval may be required to consummate the Contemplated Transactions and to its lenders and professionals for the purpose of obtaining financing of such transactions.

(ii) In the event of termination of negotiations or failure of the Contemplated Transactions to close for any reason whatsoever, each Party promptly will destroy or deliver to the other Party and will not retain any documents, work papers and other material (and any reproductions thereof) obtained by each Party or on its behalf from such other Party or its subsidiaries as a result of this proposal or in connection therewith, whether so obtained before or after the execution hereof, and will not use any information so obtained and will cause any information so obtained to be kept confidential and not used in any way detrimental to such other Party.

6.2 Publicity; Announcements. Until after the Closing, no press release or other public statement concerning this Agreement or the transactions contemplated hereby shall be issued or made without the prior approval of the parties hereto, except as required by applicable law. After the Closing, no press release or other public statement concerning this Agreement or the transactions contemplated hereby shall be issued or made by Seller without the prior approval of Kentucky-American, except as required by applicable law.

6.3 Cooperation. Subject to the terms and conditions of this Agreement, the Parties shall cooperate fully with each other and their respective counsel and accountants in connection with, and take or cause to be taken and do or cause to be done, any actions required to be taken under applicable Law to make effective the Contemplated Transactions as promptly as practicable. Prior to the Closing, the parties shall proceed expeditiously and in good faith to make such filings and take such other actions as may be reasonably necessary to satisfy the conditions to Closing set forth in Section 5.1(f). Any and all filing fees in respect of such filings shall be paid by Seller. From and after the Closing, the parties shall do such acts and execute such documents and instruments as may be reasonably required to make effective the transactions contemplated hereby. On or after the Closing Date, the parties shall, on request, cooperate with one another by furnishing any additional information, executing and delivering any additional documents and instruments, including contract assignments, and doing any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the transactions contemplated by this Agreement. Should Seller, in its reasonable discretion, determine after the Closing that books, records or other materials constituting Acquired Assets are still in the possession of Seller, Seller shall promptly deliver them to Kentucky-American at no cost to Kentucky-American. Seller hereby agrees to cooperate with Kentucky-American to ensure a proper transition of all customers with respect to billing and customer service activities. Kentucky-American shall take the lead in obtaining KyPSC approval with respect to the Contemplated Transactions.

6.4 Exclusivity. Seller will not and will not permit its affiliates, officers, directors, employees or other agents or representatives to, at any time prior to the termination of this Agreement, directly or indirectly, (i) take any action to solicit, initiate or encourage the making of any Acquisition Proposal, or (ii) discuss or engage in negotiations concerning any Acquisition Proposal with, or further disclose any non-public information relating to Seller to, any person or entity in connection with an Acquisition Proposal, in each case, other than Kentucky-American and its representatives.

6.5 No Inconsistent Action. Prior to the Closing Date, no Party shall take any action, and each Party will use its commercially reasonable efforts to prevent the occurrence of any event (but excluding events which occur in the Ordinary Course of Business and events over which such Party has no control), which would result in any of its representations, warranties or covenants contained in this Agreement or in any Transaction Document not to be true and correct, or not to be performed as contemplated, at and as of the time immediately after the occurrence of such action or event. If at any time prior to the Closing Date, a Party obtains knowledge of any facts, circumstances or situation which constitutes a breach, or will with the passage of time or the giving of notice constitute a breach, of any representation, warranty or covenant of such Party under this Agreement or any Transaction Document or will result in the failure of any of the conditions contained in Article 5 to be satisfied, such Party shall give the other Party prompt written notice thereof; provided, however, that no such notice shall cure any breach of any representation, warranty or covenant contained herein or therein or will relieve any such Party of any obligations hereunder or thereunder unless specifically agreed to in writing by the other Party.

6.6 Conduct of Business. Between the date of this Agreement and the Closing Date, Seller shall carry on the operation of the System and the Acquired Assets in the Ordinary Course of Business and in compliance with Law, not introduce any materially new method of management or operation, use reasonable commercial efforts to preserve the System and the Acquired Assets, conserve the goodwill and relationships of its customers, suppliers, Governmental Authorities and others having business relations with it, maintain in full force and effect all policies of insurance now in effect for the benefit of Seller, maintain supplies at a level which is sufficient to operate the System in accordance with past practice and maintain the Acquired Assets in substantially the condition currently existing, normal wear and tear excepted. By way of illustration and not limitation, Seller will not, between the date hereof and the Closing Date, directly or indirectly do, or prepare to do, any of the following without the prior written Consent of Kentucky-American, (a) sell, lease, transfer or otherwise dispose of, or license, mortgage or otherwise encumber, or give a security interest in or subject to any Encumbrances, any of the Acquired Assets, (b) enter into any Contract other than in the Ordinary Course of Business, (c) make any change in any of its present accounting methods and practices, (d) pay, discharge, settle or satisfy any material claims or Liabilities (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the Ordinary Course of Business or in accordance with their terms, of Liabilities reflected or reserved against in the Financial Statements (or the notes thereto), or not required by GAAP to be so reflected or reserved, or incurred since December 31, 2025 in the Ordinary Course of Business, (e) waive any material benefits of, or agree to modify any material confidentiality, standstill, non-solicitation or similar agreement with respect to the System to which Seller or any of its Affiliates is a party, (f) engage in any activity with the purpose or intent of (A) accelerating the collection of accounts receivable or (B) delaying the payment of the accounts payable, (g) enter into commitments for new capital expenditures in excess of \$25,000 in the aggregate or (h) enter into any agreement (conditional or otherwise) to do any of the foregoing. Seller shall continue to operate the System and provide water service to its customers until Closing. Seller shall have the ability to perform any activities related to providing this water service to its customers including purchasing water, making necessary filings, entering into any necessary contracts or debt obligations, provided that such activity is consistent with the Ordinary Course of Business and the provisions of this Section 6.6.

6.7 Release of Encumbrances. Seller promptly shall take such actions as shall be requested by Kentucky-American to secure the release of all Encumbrances relating to the Acquired Assets, in each case in substance and form reasonably satisfactory to Kentucky-American and its counsel.

6.8 Retention of Records. Subject to applicable Law and, subject to any applicable restrictions as to confidentiality (as to which Kentucky-American does not provide indemnification, or the waiver of which Seller shall not have obtained after using reasonable best efforts), Seller shall preserve any books and records relating to the System that are not delivered to Kentucky-American hereunder for a period no less than seven (7) years after the Closing Date (or such longer period as shall be required by applicable Law) or, in the event of Seller's earlier dissolution, up until the date of such dissolution or otherwise in accordance with Applicable

Law, and Seller shall make available such books and records for review and copying to Kentucky-American and its authorized representatives following the Closing at Kentucky-American's expense upon reasonable notice during normal business hours. During such period, Seller shall permit, to the extent permitted by applicable Law and upon request of Kentucky-American, Kentucky-American and any of its agents, representatives, advisors or consultants reasonable access to employees of or servicing the System for information related to periods up to and including the Closing.

6.9 Tax Covenants.

(a) Seller shall pay all Taxes of Seller, the System and the Acquired Assets for any Tax year or period (or portion thereof) ending at or before the Closing. For the purposes of this Section 6.09(a), the portion of such personal property or similar ad valorem Tax that relates to the Tax period ending as of the Closing shall be deemed to be the amount of such Tax for the entire Tax period multiplied by a fraction, the numerator of which is the number of days in the Tax period ending as of the Closing and the denominator of which is the number of days in the entire Tax period. For purpose of this Section 6.09(a), the portion of all other Taxes that relates to the Tax period ending as of the Closing shall be determined on the basis of an interim closing of the books.

(b) Each Party agrees to furnish or cause to be furnished to the other Party, upon request, as promptly as practical, such information (including reasonable access to books and records, Tax Returns and Tax filings) and assistance as is reasonably necessary for the filing of any Tax Return, the conduct of any Tax audit, and for the prosecution or defense of any claim, suit or Proceeding relating to any Tax matter. The Parties shall cooperate with each other in the conduct of any Tax audit or other Tax Proceedings and each shall execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this Section 6.09(b).

6.10 Additional Capital. Including the Purchase Price, Kentucky-American agrees that it will invest no less than \$20.9 million in capital and labor investments to the System within the first five years of Kentucky-American ownership, including, immediate and long-term investments made in the water system.

6.11 – Community Meetings. Kentucky-American agrees to conduct Community Meetings to allow the community the opportunity to have input on the projects to be completed and to allow for the opportunity to ask questions regarding water service. Kentucky-American shall conduct such meetings quarterly for five (5) years. After five (5) years the Community Meetings shall cease.

ARTICLE 7

Indemnification

7.1 Survival of Representations and Warranties and Covenants.

(a) All of the representations and warranties made by Seller in this Agreement, its Schedules, or any certificates or documents delivered hereunder shall survive the Closing Date and consummation of the Contemplated Transactions for a period of three (3) years; provided, however, that the representations and warranties contained in Sections 3.1, 3.2, 3.3, 3.5, 3.6, 3.7 and 3.9 shall survive indefinitely.

7.2 Indemnification and Payment of Damages by Seller. Subject to the terms of this Article 7, Seller hereby agrees to fully pay, protect, defend, indemnify and hold harmless the Indemnified Persons from any and all Damages arising out of, resulting from, relating to or caused by: (i) any inaccuracy in or breach of (or any claim by any third party alleging or constituting an inaccuracy or breach of) any representation or warranty of, or any failure to perform or nonfulfillment of any provision or covenant contained in this Agreement or any other Transaction Document by, Seller; (ii) all Liabilities and/or duties of Seller, whether accruing prior to or after the Closing Date, and any Encumbrance affecting the Acquired Assets;

(iii) assessments, charges and other similar claims due or owing, directly or indirectly, by Seller or otherwise as a result of or on account of the Acquired Assets or the System at any time prior to the Closing Date; (iv) the ownership and/or operation of any of the Acquired Assets or the System prior to Closing; (v) any Proceeding now existing or hereafter arising and relating to the Acquired Assets or the System and arising from events or matters occurring prior to the Closing Date; (vi) any Excluded Assets; (vii) any and all Taxes imposed on or arising from the transfer of the Acquired Assets; (viii) transaction costs and expenses incurred by or on behalf of Seller in connection with this Agreement or the Contemplated Transactions; or (ix) any matters described on Schedule 7.2.

Kentucky-American waives and releases all claims, obligations, and liabilities that arise under or relate to this Agreement against any individual director, officer, employee, member, affiliate, or agent of Seller including, but not limited to, any claim in the nature of disregarding the corporate entity or piercing the corporate veil. Notwithstanding the foregoing, the waiver set forth in the preceding sentence shall not apply to claims related to fraud or willful intent.

7.3 Indemnification By Kentucky-American. Kentucky-American hereby agrees to fully pay, protect, defend, indemnify and hold harmless Seller and its respective successors and assigns, from any and all Damages incurred by any of them arising out of, resulting from, relating to or caused by (i) any inaccuracy in or breach of (or any claim by any third party alleging or constituting an inaccuracy or breach of) any representation or warranty of, or any failure to perform or nonfulfillment of any provision or covenant contained in this Agreement or any other Transaction Document by, Kentucky-American; (ii) transaction costs and expenses incurred by or on behalf of Kentucky-American in connection with this Agreement or the Contemplated Transactions; (iii) assessments, charges and other similar claims due or owing, directly or indirectly, by Kentucky-American or otherwise as a result of or on account of the Acquired Assets or the System at any time following the Closing Date.

7.4 Notice of Claim. In the event that either party seeks indemnification on behalf of an Indemnified Person, such party seeking indemnification (the “Indemnified Party”) shall give reasonably prompt written notice to the indemnifying party (the “Indemnifying Party”) specifying the facts constituting the basis for such claim and the amount, to the extent known, of the claim asserted; provided, however, that the right of a person or entity to be indemnified hereunder shall not be adversely affected by a failure to give such notice unless, and then only to the extent that, an Indemnifying Party is actually irrevocably and materially prejudiced thereby. Subject to the terms hereof, the Indemnifying Party shall pay the amount of any valid claim not more than 10 days after the Indemnified Party provides notice to the Indemnifying Party of such amount.

7.5 Right to Contest Claims of Third Persons. If an Indemnified Party is entitled to indemnification hereunder because of a claim asserted by any Third Person, the Indemnified Party shall give the Indemnifying Party reasonably prompt notice thereof after such assertion is actually known to the Indemnified Party; provided, however, that the right of a Person to be indemnified hereunder in respect of claims made by a Third Person shall not be adversely affected by a failure to give such notice unless, and then only to the extent that, an Indemnifying Party is actually irrevocably and materially prejudiced thereby. Kentucky-American shall have the right, upon written notice to Seller, to investigate, contest or settle the Third Person Claim. Seller may thereafter participate in (but not control) the defense of any such Third Person Claim with its own counsel at its own expense. If Seller thereafter seeks to question the manner in which Kentucky-American defended such Third Person Claim or the amount or nature of any such settlement, Seller shall have the burden to prove by clear and convincing evidence that conduct of Kentucky-American in the defense and/or settlement of such Third Person Claim constituted gross negligence or willful misconduct. The Parties shall make available to each other all relevant information in their possession relating to any such Third Person Claim and shall cooperate in the defense thereof, provided that Kentucky-American shall control the defense thereof. Promptly (and in any event within 10 days) following the resolution of any Third Person Claim, Seller shall pay to Kentucky-American any amount to which Kentucky-American is entitled pursuant to this Article 7 with respect to such Third Person Claim.

7.6 Intentionally omitted.

**ARTICLE 8
Termination**

8.1 Termination. This Agreement may be terminated at any time prior to the Closing only (a) by mutual written Consent of Seller and Kentucky-American, (b) by Seller or Kentucky-American upon written notice to the other, if the Closing shall not have occurred on or prior to September 1, 2027; provided, however, that the right to terminate this Agreement under this Section 8.1(b) shall not be available to any Party whose breach under this Agreement has caused or resulted in the failure of the Closing to occur on or before such date, (c) by Kentucky-American, if Kentucky-American is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Seller and Seller has not cured such breach within five (5) Business Days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured), (d) by Kentucky-American, if, at any time before Closing, Kentucky-American is not satisfied with the results of its due diligence review of the System and the Acquired Assets, (e) by Seller if Seller is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Kentucky-American and Kentucky-American has not cured such breach within five (5) Business Days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured), (f) by Seller or Kentucky-American upon written notice to the other, if any court of competent jurisdiction or other competent Governmental Entity shall have issued a statute, rule, regulation, Order, decree or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the Contemplated Transactions, and such statute, rule, regulation, Order, decree or injunction or other action shall have become final and non-appealable, (g) by Kentucky-American, if all necessary regulatory approvals (including rate treatment, refunds and setting of rate base and all approvals described in Section 5.1(f)) contemplated hereby or otherwise necessary to close the Contemplated Transactions have not been obtained within 270 days of the date hereof, or (h) by Kentucky-American if any Material Adverse Effect shall have occurred or, in the reasonable judgment of Kentucky-American, shall be reasonably likely to occur.

8.2 Effect of Termination. The right of each Party to terminate this Agreement under Section 8.1 is in addition to any other rights such Party may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate, except that the obligations set forth in the Confidentiality Agreement, Section 6.1(b) (“Confidentiality”), Section 6.2 (“Publicity; Announcements”), this Section 8.2 (“Effect of Termination”) or Article 9 (“General Provisions”) will survive; provided, however, that if this Agreement is terminated by a Party because of the breach of the Agreement by another Party or because one or more of the conditions to the terminating Party’s obligations under this Agreement is not satisfied as a result of the other Party’s failure to comply with its obligations under this Agreement, the terminating Party’s right to pursue all legal remedies will survive such termination unimpaired.

**ARTICLE 9
Employee Matters**

9.1 Subject to the obligations of Seller under Applicable Law and Kentucky-American’s rights and obligations set forth in this Article 9, Kentucky-American shall offer employment effective on the Closing Date, to all active Union and Non-Union Personnel set forth in Schedule 9.1 who are employed by Seller in operating the System and/or Seller’s business as of the Closing Date and who are available to commence work on the Closing Date, subject to Kentucky-American’s existing standard hiring policies and procedures applicable to

new employees (including but not limited to, a criminal background check and drug screening and written acknowledgment of Kentucky-American's Code of Conduct and other employment policies, if applicable, from all Union and Non-Union Personnel), except with respect to benefits as otherwise provided in Article 9. Schedule 9.1 shall not be amended after the date this Agreement is executed without the prior written consent of Kentucky-American. Any Personnel who accept Kentucky-American's offer of employment and commence employment on the Closing Date (collectively, "Transferred Personnel," and any such individual, a "Transferred Employee") will be employees-at-will of Kentucky-American. Kentucky-American shall provide Transferred Personnel with compensation and benefits that are substantially comparable in the aggregate to the compensation and benefits then provided to similarly situated employees of Kentucky-American. For purposes of clarity, nothing contained in this Article 9 limits, restricts or prohibits Kentucky-American from interviewing the Personnel for informational purposes only in connection with the transfer of employment of the Personnel to Kentucky-American as provided in this Article 9.

9.2 Subject to Kentucky-American's applicable employee benefit plan documents, Kentucky-American shall recognize Transferred Employee's length of service with Seller as if such service had been with Kentucky-American for eligibility and vesting purposes (including in the calculation of vacation and sick leave), except where doing so would result in a duplication of benefits. Kentucky-American's retirement plans and retiree medical plans are excluded from the foregoing sentence.

9.3 This Article 9 does not (a) make any person, including a Transferred Employee, an express or implied beneficiary of its provisions; (b) create any right to continued Kentucky-American employment, compensation, or benefits; (c) restrict Kentucky-American's business judgment in establishing or modifying employment terms or conditions; (d) amend, or constitute an undertaking to amend, any Kentucky-American employee benefit plan, program, or arrangement; or (e) prevent Kentucky-American from amending or terminating any such plan, program, or arrangement.

9.4 Through this Agreement, Kentucky-American does not acquire or assume any liability or obligation under any Seller employee benefit plan, program, arrangement, or employment agreement, and Seller will be solely responsible for any such liabilities or obligations prior to and after the Closing Date.

9.5 No later than the Closing Date, Seller shall transfer to Kentucky-American all employment, personnel, and human resources records files of each Transferred Employee.

ARTICLE 10

General Provisions

10.1 Amendment and Modification. No amendment, modification or supplement of any provision of this Agreement will be effective unless the same is in writing and is signed by the Parties.

10.2 Assignments. Seller may not assign or transfer any of its rights or obligations under this Agreement to any other Person without the prior written Consent of Kentucky-American. Kentucky-American may not assign its rights and obligations under this Agreement to any third party, without the prior written Consent of Seller. Subject to this Section 10.2, all provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the Parties hereto and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

10.3 Captions; Construction. Captions contained in this Agreement and any table of contents preceding this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

10.4 Counterparts; Facsimile. This Agreement may be executed by the Parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties hereto notwithstanding that all the Parties hereto are not signatories to the same counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document.

10.5 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement among the Parties hereto pertaining to the subject matter hereof and supersede all prior agreements, letters of intent, understandings, negotiations and discussions of the Parties hereto, whether oral or written, executed by the Parties pertaining to the subject matter hereof. All of the Exhibits and Schedules attached to this Agreement are deemed incorporated herein by reference.

10.6 Governing Law. This Agreement and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with the Laws of the State of Kentucky applicable to Contracts made and to be performed wholly within Kentucky, without regard to choice or conflict of laws rules.

10.7 Legal Fees, Costs. Except as provided herein, all legal, consulting and advisory fees and other costs and expenses incurred in connection with this Agreement and the Contemplated Transactions are to be paid by the Party incurring such costs and expenses.

10.8 Notices. All notices, Consents, requests, demands and other communications hereunder are to be in writing and are deemed to have been duly given, made or delivered: (i) when delivered in person, (ii) three (3) Business Days after deposited in the United States mail, first class postage prepaid, or (iii) in the case of overnight courier services, two (2) Business Days after delivery to the overnight courier service with payment provided, in each case addressed as follows:

(a) if to Seller, (i) to Black Mountain Utility District, 609 Four Mile Road, Baxter, KY 40806, Attn: Kyle Howard, Chairman and (ii) with a copy to Allyson Honaker, Honaker Law Office, 1795 Alysheba Drive, Suite 1203 Lexington, Kentucky, 40509;

(b) if to Kentucky-American, (i) to Kentucky-American Water Company, 2300 Richmond Rd, Lexington, KY 40502, Attn: Rob Burton, President, (ii) with a copy to Kentucky-American Water Company, 2300 Richmond Rd, Lexington, KY 40502, Attn: General Counsel, or to such other address as any Party hereto may designate by notice to the other Parties in accordance with the terms of this Section.

10.9 Severability. This Agreement shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of this Agreement or of any other term hereof, which shall remain in full force and effect, for so long as the economic or legal substance of the Contemplated Transactions is not affected in any manner materially adverse to any Party.

10.10 Specific Performance and Injunctive Relief; Remedies. The Parties hereto recognize that if any or all of them fail to perform, observe or discharge any of their respective obligations under this Agreement, a remedy at law may not provide adequate relief to the other Parties hereto. Therefore, in addition to any other remedy provided for in this Agreement or under applicable Law, any Party hereto may demand specific performance of this Agreement, and such Party shall be entitled to temporary and permanent injunctive relief, in a court of competent jurisdiction at any time when any of the other Parties hereto fail to comply with any of the provisions of this Agreement applicable to such Party. To the extent permitted by applicable Law, all Parties hereto hereby irrevocably waive any defense based on the adequacy of a remedy at law which might be asserted as a bar to such Party's remedy of specific performance or injunctive relief. Except as otherwise provided herein, all rights and remedies of the parties under this Agreement are cumulative and without

prejudice to any other rights or remedies under Law. Nothing contained herein shall be construed as limiting the Parties' rights to redress for fraud.

10.11 No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns (and those Persons entitled to recover under the indemnity provisions hereof), and no other Person (other than those Persons entitled to recover under the indemnity provisions hereof) has any right, title, priority or interest under this Agreement or the existence of this Agreement.

10.12 Waiver of Compliance; Consents. Any failure of a Party to comply with any obligation, covenant, agreement or condition herein may be waived by the other Party only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits Consent by or on behalf of any Party hereto, such Consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 9.12.

10.13 Jurisdiction; Venue; Consent to Service of Process. Each of the Parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of any court of competent civil jurisdiction sitting in Fayette or Harlan Counties, State of Kentucky. In any action, suit, or other Proceeding, each of the Parties irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claims that it is not subject to the jurisdiction of the above courts, that such action or suit is brought in an inconvenient forum or that the venue of such action, suit or other Proceeding is improper. Each of the Parties also hereby agrees that any final and unappealable judgment against a Party in connection with any action, suit or other Proceeding shall be conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. Nothing in this Section 10.13 shall affect the right of any Party to serve process in any other manner permitted under applicable Law.

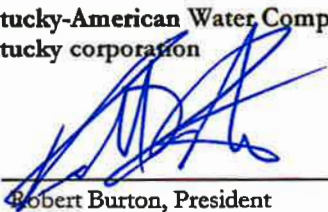
10.14 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS.

10.15 CONTINGENT APPROVALS. For avoidance of doubt, Closing is contingent upon the approval of the Kentucky Public Service Commission. In addition, Closing shall be contingent upon the parties' receipt of any additional legally necessary approvals.

[Remainder of page intentionally left blank; signature page attached.]

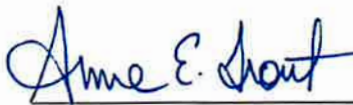
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above:

**Kentucky-American Water Company, a
Kentucky corporation**

By: 

Robert Burton, President

Attest:



**Black Mountain Utility District, a Kentucky
water district**

By: 

Kyle Howard, Chairman

Attest:

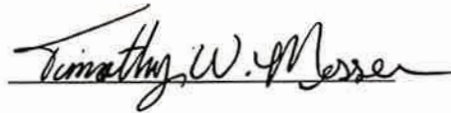


EXHIBIT 1

Definitions

“Acquired Assets” means all right, title, and interest in and to all of the assets which are owned or held by Seller as of the Effective Time that constitute the System or that are used in the operation thereof, including, with respect to the System, all of its (a) Real Property now used and required in the ongoing operation of the System, (b) Tangible Personal Property, (c) intellectual property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against past, present, and future interests therein under the Laws of all jurisdictions, (d) leases, subleases, easements, rights of way, and rights thereunder, (e) all rights of Seller in and to any indentures, mortgages, instruments, Encumbrances, or guaranties secured for the operation of the System, (f) accounts, notes, and other receivables arising after the Effective Time, (g) claims, deposits, prepayments, refunds, causes of action, rights of recovery, rights of set-off, and rights of recoupment (including any such item relating to the payment of Taxes), (h) franchises, approvals, Permits, pending application for Permits and Permit renewals, exemptions from any Permits, licenses, Orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies in each case to the extent assignable or transferable to Buyer, (i) books, data, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, specifications, creative materials, studies, reports, and other printed or written materials related to Seller’s construction, maintenance, and operation of the System, and (j) all of the intangible rights and property, if any, of Seller utilized in the operation of the System, provided that Acquired Assets shall not include any Excluded Assets.

“Affiliate” means, with respect to any Person, any Person which, directly or indirectly controls, is controlled by, or is under common control with, such Person.

“Allocation” means a reasonable and supportable allocation of the Purchase Price among the Acquired Assets in accordance with Code section 1060 and the Treasury regulations thereunder (and any similar provisions of state or local Law, as appropriate).

“Audited Financial Statements” means the audited balance sheets of Seller as of December 31, 2023, 2024 and 2025 and the related audited statements of income and cash flows for the twelve (12) month period ended December 31, 2023, 2024 and 2025, respectively.

“Bill of Sale” means a bill of sale for all of the Acquired Assets that are Tangible Personal Property substantially in the form of Exhibit 3 (the “Bill of Sale”).

“Business Day(s)” means any day other than (i) Saturday or Sunday, or (ii) any other day on which governmental offices in the State of Kentucky are permitted or required to be closed.

“Cleanup” means investigation, cleanup, removal, containment or other remediation or response actions.

“Closing” means the closing of the Contemplated Transactions.

“Closing Date” means the date on which the Closing actually occurs.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations and other guidance promulgated thereunder.

“Confidential Information” means (i) information not available to the general public concerning the System and financial affairs with respect to a Party hereto or its Affiliates, and (ii) analyses, compilations, forecasts, studies and other documents prepared on the basis of such information by the Parties or their agents, representatives, any Related Person, employees or consultants.

“Consent” means any approval, consent, ratification, waiver or other authorization.

“Contemplated Transactions” means the transactions contemplated by this Agreement and the Transaction Documents.

“Contract” means any agreement, contract, obligation, legally binding commitment or undertaking (whether written or oral and whether express or implied).

“Damages” means any and all claims, losses and other liabilities, plus reasonable attorneys’ fees and expenses, including court costs and expert witness fees and costs, incurred in connection with such claims, losses and other liabilities and/or enforcement of this Agreement.

“Effective Time” means 12:01 a.m. on the Closing Date.

“Encumbrance” means any charge, claim, community property interest, condition, easement, equitable interest, encumbrance, lien, mortgage, option, pledge, security interest, right of first refusal, right of way, servitude or restriction of any kind, including any restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, or any repayment obligation under any grant.

“Environment” means soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins and wetlands), groundwater, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

“Environmental, Health and Safety Liabilities” means any cost, damages, expense, liability, obligation or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law and consisting of or relating to (a) any environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of chemical substances or products), (b) fines, penalties, judgments, awards, settlements, legal or administrative Proceedings, damages, losses, claims, demands and response, investigative, remedial or inspection costs and expenses arising under Environmental Law or Occupational Safety and Health Law, (c) financial responsibility under Environmental Law or Occupational Safety and Health Law for cleanup costs or corrective action, including any Cleanup required by applicable Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Authority or any other Person) and for any natural resource damages, or (d) any other compliance, corrective, investigative or remedial measures required under Environmental Law or Occupational Safety and Health Law. The terms “removal,” “remedial,” and “response action,” include the types of activities covered by the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended, and the United States Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended.

“Environmental Law” means any Law relating to pollution or protection of human health, safety, the environment, natural resources or Law relating to releases or threatened releases of Hazardous Materials into the indoor or outdoor environment (including, without limitation, ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, transport or handling of Hazardous Materials.

“Excluded Assets” means (a) all cash, cash equivalents and short-term investments of Seller, including all bank accounts, demand accounts, certificates of deposit, time deposits, marketable securities, negotiable instruments and the proceeds of accounts receivable paid prior to the Closing Date, other than deposits and funds included in the Acquired Assets, (b) all accounts receivable of Seller accrued and payable prior to the Effective Time, (c) all Contracts to which the Seller is a party including the Contracts listed on Schedule 3.8, (d) all insurance policies of Seller and rights thereunder, (e) all causes of action, judgments, claims, reimbursements and demands of whatever nature (including rights under and pursuant to all warranties, representations and guarantees made by suppliers of products, materials or equipment, or

components thereof) in favor of Seller to the extent related to any Excluded Asset, (f) all personnel Records and other Records that Seller is required by Law to retain in its possession, (g) all rights of Seller under this Agreement and the Transaction Documents and (h) all rights, properties and assets set forth on Schedule A.

“Financial Statements” means the Audited Financial Statements and the Unaudited Financial Statements.

“GAAP” means United States generally accepted accounting principles as in effect on the date hereof, applied on a consistent basis.

“Governmental Authority(ies)” means any (a) nation, state, county, city, village, district or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign or other government, (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal), (d) multi-national organization or body or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

“Hazardous Activity” means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Materials in, on, under, about or from the System or any part thereof into the Environment, and any other act, system, operation or thing that increases the danger or risk of danger, or poses an unreasonable risk of harm to persons or property on or off the System, or that may affect the value of the System or the Business.

“Hazardous Materials” means any waste or other substance that is listed, defined, designated or classified as, or otherwise determined to be, hazardous, radioactive or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials.

“Improvements” means all buildings, structures, fixtures, building systems and equipment, and all components thereof, including the roof, foundation, load-bearing walls, and other structural elements thereof, heating, ventilation, air conditioning, mechanical, electrical, plumbing, and other building systems, environmental control, remediation, and abatement systems, sewer, storm, and waste water systems, irrigation and other water distribution systems, parking facilities, fire protections, security, and surveillance systems, and telecommunications, computer, wiring, and cable installations, included in the Real Property.

“Indemnified Persons” means Buyer and Buyer’s Affiliates and the past, present and future officers, directors, shareholders, partners, employees, agents, attorneys, representatives, successors and assigns of each of them in their capacities as such.

“Knowledge” means (i) the actual knowledge of a particular fact by any of the Persons listed on Schedule B (each, a “Knowledge Party”), and (ii) knowledge that would have been acquired by any Knowledge Party acting reasonably and diligently in the performance of such person’s role with and duties to Seller. The words “know,” “knowing” and “known” shall be construed accordingly.

“Law(s)” means any law, rule, regulation or ordinance of any federal, foreign, state or local Governmental Authority or other provisions having the force or effect of law, including all judicial or administrative Orders and determinations, and all common law.

“Liability” or “Liabilities” means any liability, indebtedness or obligation of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested

or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of a Person.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets, Liabilities (contingent or otherwise), operations or condition (financial or otherwise) of the System, the Business and the Acquired Assets, taken as a whole; provided, however, that “Material Adverse Effect” shall not include any changes resulting from general business or economic conditions, including such conditions related to the industry in which the System is operated, which do not specifically relate to the System and which are not disproportionately adverse to the System than to other businesses being operated in the industries in which the System operates, or (b) the ability of Seller to consummate the Contemplated Transactions.

“Occupational Safety and Health Law” means any Law designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

“Order” means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any court, administrative agency or other Governmental Authority or by any arbitrator.

“Ordinary Course of Business” means, with respect to the System and the business of the System, only the ordinary course of commercial operations customarily engaged in by the System and the business of the System consistent with past practices, and specifically does not include (a) activity (i) involving the purchase or sale of the System or the business of the System, or (ii) that requires approval by the governing persons of Seller or any of its Affiliates, or (b) the incurrence of any Liability for any tort or any breach or violation of or default under any Contract or Law.

“Permit” means any approval, Consent, license, permit, waiver or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

“Person” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, cooperative, estate, trust, association, organization, labor union or other entity or Governmental Authority.

“Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

“Purchase Price” means the lesser of the value of Seller Indebtedness or \$1,500,000.00 (One Million Five-Hundred Thousand Dollars).

“Real Property” means those parcels of real property and those easements or any right-of-way used in the operation of the System, together with all fixtures, fittings, buildings, structures and other Improvements erected therein or thereon.

“Records” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

“Release” means any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping or other releasing into the Environment, whether intentional or unintentional.

“Tangible Personal Property” means all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies (including chemicals and spare parts), materials, vehicles and other items of

tangible personal property of every kind owned or leased by Seller (wherever located and whether or not carried on Seller's books), together with any express or implied warranty by the manufacturers or lessors of any item or component part thereof, and all maintenance records and other documents relating thereto.

"Tax" or "Taxes" means all taxes, charges, withholdings, fees, duties, levies, or other like assessments including, without limitation, income, gross receipts, ad valorem, value added, excise, property, sales, employment, withholding, social security, Pension Benefit Guaranty Corporation premium, environmental (under Section 59A of the Code) occupation, use, service, service use, license, payroll, franchise, transfer and recording taxes, fees and charges, windfall profits, severance, customs, import, export, employment or similar taxes, charges, fees, levies or other assessments, imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or any other basis, and shall include any interest, fines, penalties, assessments, or additions to tax resulting from, attributable to, or incurred in connection with any such Tax or any contest or dispute thereof, and including any Liability for the Taxes of another Person under Treasury Regulation section 1.1502-6 (or any similar provisions of state, local, or foreign Law), as transferee or successor, by Contract or otherwise.

"Tax Return" or "Tax Returns" means any return, declaration, report, claim for refund, or information return or statement relating to, or required to be filed in connection with any Taxes, including any schedule or attachment thereto and including any amendment thereof.

"Third Person" means a claimant other than an indemnified person hereunder.

"Third Person Claim" means a claim alleged by a Third Person.

"Transaction Documents" means this Agreement, the Bill of Sale, the Intangible Assignments and all other documents, certificates, assignments and agreements executed and/or delivered in connection with this Agreement in order to consummate the Contemplated Transactions, as the same may be amended, restated, modified or otherwise replaced from time to time.

"Unaudited Financial Statements" means the unaudited balance sheet of Seller as of February 28, 2026 and the related compiled consolidated statements of income and cash flows for the February 28, 2026 month period then ended.

Rules of Construction

For purposes of this Agreement and the other documents executed in connection herewith, the following rules of construction shall apply, unless specifically indicated to the contrary: (i) wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter; (ii) the term "or" is not exclusive; (iii) the term "including" (or any form thereof) shall not be limiting or exclusive; (iv) the terms "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including the Schedules and Exhibits hereto) and not to any particular provision of this Agreement; (v) all references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations as well as all rules and regulations promulgated thereunder, unless the context otherwise requires; (vi) all references in this Agreement or in the Schedules to this Agreement to sections, schedules, exhibits and attachments shall refer to the corresponding sections, schedules, exhibits and attachments of or to this Agreement; and (vii) all references to any instruments or agreements, including references to any of the documents executed in connection herewith, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

Schedule 2.5(a)(iii)

This schedule will be completed prior to closing.

Schedule 3.4(a)

As of April 10, 2026, Black Mountain Utility District has identified the following parcels of property and/or fixtures¹ that will be conveyed to Kentucky American.

Watermains

Watermain Inventory

Diam (in.)	Type	Length (ft)
4	DIP	1,848
6	DIP	31,885
4	PVC	286,703
6	PVC	764,432
8	PVC	24,363

¹ The Parties are working to confirm whether the mains are located in easements or rights of way, which will be later identified on Schedule 3.4 (b(i)) or Schedule 3.4 (b(ii)), as applicable.

Pump Stations²

System No.	PWSID#	System	Pump Station Count	Pump Station Name
1	KY0480265	Coxton		
2	KY0480341	Green Hills	1	BIGELOW PUMP STATION
		Green Hills	2	SHEPHERD #2 PUMP STATION
		Green Hills	3	Divide
		Green Hills	4	PINE MOUNTAIN #1 PUMP STATION
		Green Hills	5	PINE MOUNTAIN #2 PUMP STATION
		Green Hills	6	PINE MOUNTAIN #3 PUMP STATION
		Green Hills	7	PINE MOUNTAIN #4 PUMP STATION
		Green Hills	8	DAVIS PUMP STATION
		Green Hills	9	SALT TRACE PUMP STATION
		Green Hills	10	Bell County Line (<i>Tacky Town</i>)
3	KY0480572	Wallins	11	Daniel's Mountain Booster Pump Station
		Wallins	12	Happytop
		Wallins	13	Around The World
		Wallins	14	Banner Fork
4	KY0480461	Sukey Ridge	15	Sukey ridge
5	KY0480498	Louellen	16	Louellen
		Louellen	17	Mary Wynn

² The Parties are working to confirm whether the pump stations are located on real property owned by Black Mountain or located in easements. If the latter and upon completion of due diligence, they will be identified on Schedule 3.4 (b(i)).

		Louellen	18	Holmes Mill Booster Pump
6	KY0480603	Kenvir	19	Black Mountain
		Kenvir	20	AGES
		Kenvir	21	Dizney Booster Pump Station
7	KY0480650	Rosspoint	22	Rosspoint
		Rosspoint	23	Laden Oaks
8	KY0480277	Dayhoit	24	Watts Creek
		Dayhoit	25	Ewing Creek

Water Storage Tanks³

No.	Description	Tank Name	Capacity (gal.)
1	SHEPHERDS	SHEPHERDS	100,000
2	DIVIDE	Divide	100,000
3	PINE MOUNTAIN	PINE MOUNTAIN	100,000
4		Watts creek	110,000
5	HIRAM TANK (NEW)	HIRAM TANK	100,000
6	BIGELOW ROAD	BIGELOW TANK	20,000
7	SUCKEY RIDGE	Suckey ridge	115,000
8	LOUELLEN	Louellen	100,000
9	MARY WYNN	Holmes mill	47,000
10	KY 38 HOLMES MILL	Mary Wynn	47,000
11	DANIEL'S MOUNTAIN	Daniel's mountain	200,000
12	HAPPY TOP		20,000
13	AGES TANK	Ages tank	50,000
14	KENVIR 2		20,000
15	KENVIR 1	Black mountain	100,000
16	PUTNEY TANK	ranger road	115,000
17	BAILEY HILL TANK		500
18	TANK 1		45,000

³ The Parties are working to confirm whether the water storage tanks are located on real property owned by Black Mountain or located in easements. If the latter and upon completion of due diligence, they will be identified on Schedule 3.4 (b(i)).

Schedule 3.4 (b)(i)

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Schedule 3.4 (b)(ii)

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Schedule 3.4 (e)

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Schedule 3.5(a)

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Schedule 3.5

As of April 10, 2026, Black Mountain has identified the follow personal property:

(A) List of personal property

<u>OTHER PLANT AND MISC EQUIPMENT</u>
DRILL MACHINE
HOLE RAM
LEAK DETECTOR
LISTENING DEVICES
OTHER MISC EQ.
TELEMETRY
TRENCH BOX
<u>OFFICE FURNITURE & EQUIPMENT</u>
2011 BILLING SOFTWARE
2011 COMPUTERS
COPIER
COPIER, 2010
LEXMARK PRINTER 218
LEXMARK PRINTER 5814
<u>TRANSPORTATION EQUIPMENT</u>
2008 CHEVY PU 12/15
BUYOUT OF LEASED VEHICLES
F-150 4X2
F-150 4X2
F-150 4X4

F250 TRUCK
FORD RANGER 1/07
GH FORD RANGER
JURST TRAILER 1/13/11
NEW ENGINE F-250
USED DODGE TRUCK 8/18
USED FORD DUMP TRK
USED TRUCK
USED VAN
VEHICLE
VEHICLE
VEHICLE
<u>POWER OPERATED EQUIPMENT</u>
2003 ADDITIONS
BACKHOE 1997
CAT TRACKHOE
J.D. AIR COMPRESSOR
<u>COMMUNICATION EQUIPMENT</u>
TELEMETRY
TELEMETRY

(B) List of personal property in the possession of others:

None identified at this time.

Schedule 3.6

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Schedule 3.8

As of April 10, 2026, Black Mountain Utility District has identified the following contracts for purchased water:

Black Mountain Utility District System	Purchased Water Supplier	Date of Contract
Coxton	City of Harlan Municipal Water Works Commission (KY0480178)	August 27, 1982
Dayhoit		
Rosspoint		
Sukey Ridge		
Wallins		
Kenvir	City of Evarts (KY0480125)	April 16, 1990
Louellen		
Green Hills	Pineville Utility Commission (KY0070353)	November 18, 2003
	City of Harlan Municipal Water Works Commission (KY0480178)	August 27, 1982

Schedule 3.9 (d)

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Schedule 3.9 (e)

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Schedule 3.9 (f)

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Schedule 3.10

As of April 10, 2026, the PWSID numbers issued by the Kentucky Division of Water as follows:

PWSID#	Black Mountain Utility District System
KY0480265	Coxton
KY0480341	Green Hills
KY0480572	Wallins
KY0480461	Sukey Ridge
KY0480498	Louellen
KY0480603	Kenvir
KY0480650	Rosspoint
KY0480277	Dayhoit

Schedule 3.11

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Schedule 3.13

As of April 10, 2026, Black Mountain is aware of the following pending or threatened litigation matters:

1. Electronic Application of Black Mountain Utility District for a Rate Adjustment Pursuant to 807 KAR 5:076, Case No. 2026-00036
2. Electronic Purchased Water Adjustment Filing of Black Mountain Utility District, Case No. 2026-00025
3. Electronic Filing of Black Mountain Water District Unaccounted for Water Loss Reduction Plan, Surcharge and Monitoring, Case No. 2023-00202
4. Electronic Investigation Into the Financial and Operating Capacity of Black Mountain Utility District as well as Possible Vacancies on the Board of Commissioners of Black Mountain Utility District, Case No. 2023-00235
5. Potential Worker's Compensation claim that has been discussed verbally with American Water.

Schedule 3.14

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Schedule 3.15

As of March 31, 2026, Black Mountain Utility District's financial schedule along with current account payables are as follows:

(Remainder of this page intentionally left blank)

BLACK MOUNTAIN UTILITY DISTRICT

Balance Sheet

As of March 31, 2026

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
131 CiB	
131.000 HS - O&M	-11,481.43
131.001 HS - HOLDING	49,825.00
131.001.1 CONTINGENCY	1,000.01
131.001.2 GARBAGE	0.00
131.001.3 SALES TAX	0.00
131.001.4 SCHOOL TAX	0.00
131.001.5 SEWER	0.00
131.001.6 WATER	0.00
Total 131.001 HS - HOLDING	50,825.01
131.002 HS - REVENUE	2,687.84
131.003 HS - PAYROLL	14,210.86
131.004 HS - PETTY CASH	814.68
131.005 HS - SEWAGE	9.00
Total 131 CiB	57,065.96
132 SD	
132.001 HS - GRANT FUNDS	49,751.47
132.002 HS - NEW CUSTOMER	103,947.20
132.003 HS - SURCHARGE, BOND & INTEREST	0.00
132.003.1 HS - SURCHARGE, BOND & INTEREST (EA)	28,717.90
132.004 HS - WL SURCHARGE FUND	37,050.98
132.004.1 HS - WL SURCHARGE FUND (EA)	324,337.00
Total 132 SD	543,804.55
Total Bank Accounts	\$600,870.51
Accounts Receivable	
141 ACCTS RECEIVABLE-WATER	390,901.11
141.001 ALLOW FOR DOUBTFULL ACCOUNTS	-14,065.00
Total 141 ACCTS RECEIVABLE-WATER	376,836.11
142 UNBILLED ACCTS RECEIVABLE	96,109.00
Total Accounts Receivable	\$472,945.11
Other Current Assets	
145 DUE FROM SEWER FUND	5,760.00
151 PLANT MATERIAL & SUPPLIES	0.00
Uncategorized Asset	0.00
Total Other Current Assets	\$5,760.00
Total Current Assets	\$1,079,575.62
Fixed Assets	
101-106 UTILITY PLANT	0.00
301 ORGANIZATIONAL COSTS	1,597.00
302 FRANCHISE FEES	840.00

	TOTAL
303 LAND & LAND RIGHTS	44,112.00
304 BUILDING	165,068.00
307 WELLS & SPRINGS	10,508.00
311 PUMPING EQUIPMENT	1,460,855.00
320 WATER TRATMENT EQUIP.	141,978.00
330 DIST.RES. & STANDPIPES	2,263,362.00
330 GREEN HILLS WATER STRUCTURE	89,220.00
Total 330 DIST.RES. & STANDPIPES	2,352,582.00
330 GH-STRUCTURES	0.00
331 TRANS & DIST. MAINS	15,531,412.00
350 WALLINS WATER SYSTEM	294,556.00
Total 331 TRANS & DIST. MAINS	15,825,968.00
334 METERS & INSTALLATION	645,802.00
339 OTHER PLANT EQUIPMENT	49,271.00
340 OFFICE EQUIP.	71,087.00
341 VEHICLES	191,419.00
345 POWER EQUIP.	83,172.00
346 TELEMETRY	270,577.00
Total 101-106 UTILITY PLANT	21,314,836.00
108-110 ACCUMULATED DEPRECIATION	0.00
301 ORG. COST-ACCUM DEPR	-1,597.00
302 FRANCHISE FEES-ACCUM DEPR	-840.00
304 BUILDING-ACCUM DEPR	-115,880.00
307 WELLS & SPRINGS-ACCUM DEPR	-10,508.00
311 PUMPING EQ-ACCUM DEPR	-1,063,005.00
320 WATER TREATMENT EQ-ACCUM DEPR	-141,978.00
330 ACCUM DEPR-GH	0.00
330 DIST. RES. & STANPIPE-ACC. DEPR	-1,200,439.00
331 TRANS & DIST MAINS-ACCUM DEPR	-6,792,622.00
334 METERS & INSTALL.-ACCUM DEPR	-275,651.00
339 OTHER PLANT EQ-ACCUM DEPR	-42,309.00
340 OFFICE EQ. - ACCUM DEPR	-60,132.00
341 VEHICLES-ACCUM DEPR	-145,269.00
345 POWER EQ.-ACCUM DEPR	-83,172.00
346 ACCUM DEPR-TELEMETRY	-270,402.00
Total 108-110 ACCUMULATED DEPRECIATION	-10,203,804.00
347 CLOSPINT SEWER - OTHER	89,000.00
348 CLOSPINT SEWER LINES - OTHER	41,311.00
Total Fixed Assets	\$11,241,343.00
Other Assets	
CONSTRUCTION IN PROGRESS	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$12,320,918.62
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
231 ACCOUNTS PAYABLE	747,448.55
232 UNBILLED WATER PURCHASE	0.00

	TOTAL
Total Accounts Payable	\$747,448.55
Other Current Liabilities	
234 INSURANCE PAYABLE	14.00
235 CUSTOMER DEPOSITS	185,382.00
236 PAYROLL TAX PAYABLES	
236.001 FEDERAL W/H PAYABLE	43.89
236.002 FICA/MED PAYABLE	1,687.89
236.003 KY W/H PAYABLE	366.27
236.004 AFLAC PAYABLE	-2,261.52
236.005 SARSEP PAYABLE	1,030.00
236.006 GARNISHMENT PAYABLE	144.39
236.007 KY UNEMPLOYMENT PAYABLE	-1,229.60
Total 236 PAYROLL TAX PAYABLES	-218.68
241 TAXES COLLECTIONS PAYABLE	
241.001 HARLAN COUNTY SCH TAX PAYABLE	4,587.49
241.002 KY SALES TAX PAYABLE	-121.09
Total 241 TAXES COLLECTIONS PAYABLE	4,466.40
242 COLLECTIONS PAYABLE	
242.001 HARLAN COUNTY GARBAGE	0.00
242.002 DUE TO CITY OF HARLAN SEWER	47,912.91
Total 242 COLLECTIONS PAYABLE	47,912.91
Other current liabilities	88,650.00
Total Other Current Liabilities	\$326,206.63
Total Current Liabilities	\$1,073,655.18
Long-Term Liabilities	
221 CURRENT PORTION LT DEBT	0.00
221 LONG TERM BONDS PAYABLE	0.00
221.001 91-01	45,000.00
221.002 91-02	93,500.00
221.003 91-05	137,500.00
221.004 91-08	35,900.00
221.005 91-10	83,000.00
221.006 91-12	239,000.00
221.007 91-15	30,174.78
Total 221 LONG TERM BONDS PAYABLE	664,074.78
224 LONG TERM NOTES PAYABLE	
224 MBC LINE OF CREDIT	0.00
224 N/P - HEARTHSIDE	0.01
224 NOTE PAYBALE-KIA	8,233.28
224 NP-KIA 2010	67,810.44
Total 224 LONG TERM NOTES PAYABLE	76,043.73
Total Long-Term Liabilities	\$740,118.51
Total Liabilities	\$1,813,773.69
Equity	
215.1 Retained Earnings	-9,952,916.38
215.2 CONTRIBUTIONS - IN - AID	50,000.00
215.2 GRANTS	200,000.00
215.2.001 GRANTS - COAL SEVERANCE	1,231,217.81
215.2.002 GRANTS - COUNTY	2,528,023.44

	TOTAL
Total 215.2 GRANTS	3,959,241.25
215.2 OTHER	395,428.90
215.2.010 CONT-IN-AID--COUNTY	108,861.11
215.2.011 CONT-IN-AID--KIA 2011	250,000.00
215.2.012 CONT-IN-AID-Other	7,728,165.88
215.2.013 CONT-IN-AID/RUD GRANTS	1,262,400.00
215.2.014 CONT.- IN-AID/ PSC AUDIT	3,322,839.29
215.2.015 CONT.-IN-AID--CDBG FUNDS	750,000.00
215.2.016 COUNTY-IN-AID--ARC FUNDS	350,000.00
215.2.017 GREEN HILLS WATER DIST	2,189,751.00
Total 215.2 OTHER	16,357,446.18
215.2 TAPPING FEES	190,314.00
Total 215.2 CONTRIBUTIONS - IN - AID	20,557,001.43
Opening Bal Equity	0.00
Net Income	-96,940.12
Total Equity	\$10,507,144.93
TOTAL LIABILITIES AND EQUITY	\$12,320,918.62

BLACK MOUNTAIN UTILITY DISTRICT

Profit and Loss

March 2026

	TOTAL	
	MAR 2026	JAN - MAR, 2026 (YTD)
Income		
400 WATER SALES		
400.001 WATER SALES - RESIDENTIAL	128,466.50	424,686.76
400.002 WATER SALES COMERCIAL	13,111.26	39,414.20
400.004 WATER OTHER	4,284.21	15,120.27
400.005 PENALTY	5,395.94	13,805.70
Total 400 WATER SALES	151,257.91	493,026.93
Uncategorized Income	3,796.88	2,908.36
Total Income	\$155,054.79	\$495,935.29
GROSS PROFIT	\$155,054.79	\$495,935.29
Expenses		
401 OPERATING EXPENSES		
601 WAGES		
601 SALARIES AND WAGES - EMPLOYEES		
601.001 GROSS WAGES	33,229.70	87,408.52
601.002 OT WAGES	16,666.53	42,057.07
601.003 HOLIDAY WAGES		2,672.62
601.004 SICK WAGES	498.00	2,510.31
601.005 VACATION WAGES	3,020.00	8,120.00
Total 601 SALARIES AND WAGES - EMPLOYEES	53,414.23	142,768.52
BOARD MEMBER PAY	400.00	1,200.00
Total 601 WAGES	53,814.23	143,968.52
604 EMPLOYEE PENSIONS AND BENEFITS		
604.002 HEALTH INSURANCE	7,390.20	11,407.30
Total 604 EMPLOYEE PENSIONS AND BENEFITS	7,390.20	11,407.30
610 PURCHASED WATER	118,065.85	284,306.63
615 PURCHASED POWER		
615.001 ELECTRIC	10,919.66	32,628.95
615.003 OTHER UTILITIES	163.15	489.38
Total 615 PURCHASED POWER	11,082.81	33,118.33
620 MATERIALS & SUPPLIES	226.80	247.60
620.001 OPERATING SUPPLIES	11,763.23	55,615.13
Total 620 MATERIALS & SUPPLIES	11,990.03	55,862.73
632 CONTRACTUAL SERVICES		
632.001 ACCOUNTING	5,425.00	8,425.00
632.002 AUDIT EXPENSE		16,500.00
Total 632 CONTRACTUAL SERVICES	5,425.00	24,925.00
633 CONTRACTUAL SERVICES - LEGAL		14,303.00
635 CONTRACTUAL SERVICES - WATER TESTING	682.33	1,330.12
650 TRANSPORTATION EXPENSE		
650.001 VEHICLE FUEL	3,887.30	10,731.45
650.002 VEHICLE MAINT	1,587.57	3,460.68

	TOTAL	
	MAR 2026	JAN - MAR, 2026 (YTD)
Total 650 TRANSPORTATION EXPENSE	5,474.87	14,192.13
658 WORKER'S COMP. INS.	0.00	0.00
660 ADVERTISING		1,200.00
675 MISCELLANEOUS		
675.001 BANK SERVICE CHARGES	219.28	11,859.91
675.007 DUES AND SUBSCRIPTIONS	60.20	886.40
675.009 LATE FEES	4,248.31	12,832.12
675.012 OFFICE		256.00
675.012.1 OFFICE SUPPLIES	1,229.51	5,873.88
675.012.3 OFFICE UTILITIES	665.41	3,039.79
Total 675.012 OFFICE	1,894.92	9,169.67
675.013 POSTAGE AND DELIVERY	2,182.58	6,578.96
675.016 REPAIRS	21.19	232.41
675.016.3 EQUIPMENT REPAIRS	1,864.26	3,285.03
675.016.5 WATERLINE REPAIRS	997.25	3,009.15
Total 675.016 REPAIRS	2,882.70	6,526.59
675.018 SOFTWARE	13.77	27.54
675.020 TELEPHONE	624.31	9,649.00
Total 675 MISCELLANEOUS	12,126.07	57,530.19
Total 401 OPERATING EXPENSES	226,051.39	642,143.95
408-10 - 408.13 TAXES OTHER THAN INCOME		
408.12 PAYROLL TAX EXPENSE		
408.12.001 FICA / MEDICARE MATCH	3,221.81	10,711.44
Total 408.12 PAYROLL TAX EXPENSE	3,221.81	10,711.44
Total 408-10 - 408.13 TAXES OTHER THAN INCOME	3,221.81	10,711.44
Total Expenses	\$229,273.20	\$652,855.39
NET OPERATING INCOME	\$ -74,218.41	\$ -156,920.10
Other Income		
419 INTEREST INCOME	2.00	1,743.68
421 NONUTILITY INCOME		
COLLECTION FEE-SEWER	1,588.91	4,436.48
COLLECTION FEES	4,478.82	13,382.08
SURCHARGE INCOME	12,527.12	37,050.98
WL SURCHARGE INCOME	25,905.96	77,780.01
Total 421 NONUTILITY INCOME	44,500.81	132,649.55
Total Other Income	\$44,502.81	\$134,393.23
Other Expenses		
427 INTEREST EXPENSE	0.00	40.81
SEWER PROJECT		74,372.44
Total Other Expenses	\$0.00	\$74,413.25
NET OTHER INCOME	\$44,502.81	\$59,979.98
NET INCOME	\$ -29,715.60	\$ -96,940.12

BLACK MOUNTAIN UTILITY DISTRICT

Transaction List by Date

March 2026

DATE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT
03/01/2026	2453620	KU - 6390		231 ACCOUNTS PAYABLE	-64.02
03/01/2026	2453621	KU - 3022		231 ACCOUNTS PAYABLE	-79.71
03/03/2026	2705	POSTMASTER	Check 1012	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.013 POSTAGE AND DELIVERY	-2,182.58
03/04/2026		O'REILLY AUTO PARTS	Point Of Sale Withdrawal - O'REI Point Of Sale Withdrawal - O'REILLY 2297 HARLAN HARLAN KYUS	401 OPERATING EXPENSES:650 TRANSPORTATION EXPENSE:650.001 VEHICLE FUEL	-13.76
03/05/2026		O'REILLY AUTO PARTS	Point Of Sale Withdrawal - O'REI Point Of Sale Withdrawal - O'REILLY 2297 HARLAN HARLAN KYUS	401 OPERATING EXPENSES:650 TRANSPORTATION EXPENSE:650.001 VEHICLE FUEL	-23.84
03/05/2026		MEADE TRACTOR	Point Of Sale Withdrawal - MEADE Point Of Sale Withdrawal - MEADE TRACTOR 1 101 SUNSHINE PARK HARLAN KYUS	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.016 REPAIRS:675.016.3 EQUIPMENT REPAIRS	-139.26
03/07/2026		Microsoft	Point Of Sale Withdrawal - MICR Point Of Sale Withdrawal - MICROSOFT*MICROS REDMOND WAUS	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.018 SOFTWARE	-13.77
03/08/2026	2453622	KU - 3165		231 ACCOUNTS PAYABLE	-49.17
03/08/2026	2453623	KU - 5992		231 ACCOUNTS PAYABLE	-49.17
03/08/2026	2453624	KU - 9731		231 ACCOUNTS PAYABLE	-47.73
03/09/2026	2706	JACOB D NAPIER		231 ACCOUNTS PAYABLE	-100.00
03/09/2026	2707	GAW & ASSOCIATES, PLLC		231 ACCOUNTS PAYABLE	-1,500.00
03/09/2026	2708	KYLE CLARK		231 ACCOUNTS PAYABLE	-100.00
03/09/2026	2709	JACE HOWARD		231 ACCOUNTS PAYABLE	-100.00
03/09/2026	2710	KYLE HOWARD		231 ACCOUNTS PAYABLE	-100.00
03/10/2026	2453628	KU - 2356		231 ACCOUNTS PAYABLE	-282.80
03/10/2026		KENTUCKY STATE TREASURER	Point Of Sale Withdrawal - KYENV Point Of Sale Withdrawal - KYENVIRONMENTPR 229 W MAIN ST. STE FRANKFORT KYUS	401 OPERATING EXPENSES:620 MATERIALS & SUPPLIES:620.001 OPERATING SUPPLIES	-206.00
03/10/2026		KENTUCKY STATE TREASURER	Point Of Sale Withdrawal - KYENV Point Of Sale Withdrawal - KYENVIRONMENTPR 229 W MAIN ST. STE FRANKFORT KYUS	401 OPERATING EXPENSES:620 MATERIALS & SUPPLIES:620.001 OPERATING SUPPLIES	-206.00
03/12/2026	2711	J & R PRINTING		231 ACCOUNTS PAYABLE	-1,161.05
03/12/2026	2453629	KU - 7900		231 ACCOUNTS PAYABLE	-47.73
03/17/2026	2453630	KU - 2900		231 ACCOUNTS PAYABLE	-6,311.36
03/17/2026		SOUTHERN WHOLESALE	Point Of Sale Withdrawal - SOUTH Point Of Sale Withdrawal - SOUTHERN WHOLES 165 INDUSTRIAL PARKHARLAN	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.016 REPAIRS	-21.19

DATE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT
			KYUS		
03/18/2026		MATT'S FEED & SEED	Point Of Sale Withdrawal - MATT Point Of Sale Withdrawal - MATT S FEED & S 4327 KY-38 EVARTS KYUS	401 OPERATING EXPENSES:620 MATERIALS & SUPPLIES	-20.80
03/18/2026		RingCentral	Point Of Sale Withdrawal - RINGC Point Of Sale Withdrawal - RINGCENTRAL INC 20 Davis Dr BELMONT CAUS	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.020 TELEPHONE	-222.84
03/19/2026		MATT'S FEED & SEED	Point Of Sale Withdrawal - MATT Point Of Sale Withdrawal - MATT S FEED & S 4327 KY-38 EVARTS KYUS	401 OPERATING EXPENSES:620 MATERIALS & SUPPLIES:620.001 OPERATING SUPPLIES	-103.99
03/22/2026	2453631	KU - 8853		231 ACCOUNTS PAYABLE	-56.42
03/22/2026	2453632	KU - 8887		231 ACCOUNTS PAYABLE	-2,172.01
03/22/2026	2453633	KU - 4615		231 ACCOUNTS PAYABLE	-2,157.97
03/24/2026		KENTUCKY STATE TREASURER	ACH Withdrawal - KENTUCKY DORIS ACH Withdrawal - KENTUCKY DORIS XXXXXXXXX084019S4Y713 - KY TAX PMT	241 TAXES COLLECTIONS PAYABLE:241.001 HARLAN COUNTY SCH TAX PAYABLE	-4,348.24
03/24/2026		KENTUCKY STATE TREASURER	ACH Withdrawal - KENTUCKY DORIS ACH Withdrawal - KENTUCKY DORIS XXXXXXXXX084019S4Y713 - KY TAX PMT	241 TAXES COLLECTIONS PAYABLE:241.002 KY SALES TAX PAYABLE	-1,003.03
03/25/2026	2712	HARLAN WATER WORKS		231 ACCOUNTS PAYABLE	- 55,173.14
03/25/2026	2721	CUMBERLAND VALLEY ELECTRIC		231 ACCOUNTS PAYABLE	-4,186.88
03/25/2026	2722	HARLAN CO. FISCAL CT.		231 ACCOUNTS PAYABLE	- 64,326.05
03/25/2026	2723	CITY OF HARLAN SEWER		231 ACCOUNTS PAYABLE	- 18,990.47
03/25/2026	2724	APPALACHIAN WIRELESS		231 ACCOUNTS PAYABLE	-500.48
03/25/2026	2725	CITY OF EVARTS		231 ACCOUNTS PAYABLE	- 19,368.70
03/25/2026	2726	PINEVILLE UTILITY COMMISSION		231 ACCOUNTS PAYABLE	- 22,590.35
03/25/2026	2727	KACO		231 ACCOUNTS PAYABLE	- 17,940.26
03/25/2026	2728	HARLAN T.V.		231 ACCOUNTS PAYABLE	-156.00
03/27/2026		WALMART	Point Of Sale Withdrawal - WAL-M Point Of Sale Withdrawal - WAL-MART #1743 201 WALDON DR HARLAN KYUS	401 OPERATING EXPENSES:620 MATERIALS & SUPPLIES:620.001 OPERATING SUPPLIES	-83.02
03/28/2026			Point Of Sale Withdrawal - KYENV Point Of Sale Withdrawal - KYENVIRONMENTPR 229 W MAIN ST. STE FRANKFORT KYUS	401 OPERATING EXPENSES:620 MATERIALS & SUPPLIES	-206.00
03/29/2026		KU - 3022		231 ACCOUNTS PAYABLE	-102.59
03/29/2026		KU - 6390		231 ACCOUNTS PAYABLE	-57.23
03/30/2026			Internet Transfer to 700734700 C Internet Transfer to 700734700 CK	131 CiB:131.003 HS - PAYROLL	-1,650.00
03/30/2026			Internet Transfer to 700734700 C Internet Transfer to 700734700 CK	131 CiB:131.003 HS - PAYROLL	- 12,001.79
03/30/2026			Internet Transfer to 700734734 C Internet	131 CiB:131.004 HS - PETTY CASH	-289.02

DATE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT
03/31/2026			Transfer to 700734734 CK		
			Maintenance Fee	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.001 BANK SERVICE CHARGES	-7.00
03/31/2026			Point Of Sale Withdrawal - O'REI Point Of	401 OPERATING EXPENSES:650	-178.32
			Sale Withdrawal - O'REILLY 2297 1940 S US HWY 421 HARLAN KYUS	TRANSPORTATION EXPENSE:650.002 VEHICLE MAINT	

BLACK MOUNTAIN UTILITY DISTRICT

A/P Aging Summary Report

As of March 31, 2026

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
421 GAS N GO	3,849.70	3,048.30	2,755.09			\$9,653.09
Abner and Cox, PLLC			16,500.00			\$16,500.00
ADVANCE AUTO					-14.86	\$ -14.86
AFLAC			322.00			\$322.00
ALL SECURE		1,725.00				\$1,725.00
ANTHEM BLUE CROSS BLUE SHIELD	3,695.10					\$3,695.10
BALL OFFICE MACHINES	26.72	41.30				\$68.02
BLOSSMAN GAS & APPLIANCE	565.49	1,366.82	743.62			\$2,675.93
BMUD	39.07	4.85		120.01		\$163.93
BMUD SURCHARGE	12,527.12	12,657.94	11,865.92			\$37,050.98
BMUD WL SURCHARGE	25,905.96	26,556.64	25,317.41			\$77,780.01
CITCO WATER	2,303.52			11,234.41	10,960.88	\$24,498.81
CITY OF EVARTS	19,960.90	18,757.70				\$38,718.60
CITY OF HARLAN SEWER	22,855.88	22,962.42	17,999.43			\$63,817.73
CONSOLIDATED PIPE	6,303.82				280.12	\$6,583.94
CORE & MAIN	116.02			7,734.56	162.52	\$8,013.10
CUMBERLAND VALLEY ELECTRIC	4,303.96					\$4,303.96
FERGUSON ENT.					32.03	\$32.03
G&C Supply Co	2,383.94	4,151.22				\$6,535.16
GAW & ASSOCIATES, PLLC	5,425.00					\$5,425.00
HARLAN CO. FISCAL CT.	64,426.11	64,650.40	63,419.67			\$192,496.18
Harlan Newsmedia		1,200.00			345.00	\$1,545.00
HARLAN T.V.	56.00					\$56.00
HARLAN WATER WORKS	88,898.65					\$88,898.65
HONAKER LAW OFFICE PLLC		3,947.00	3,189.50	7,166.50		\$14,303.00
KENTUCKY MINE SUPPLY	120.00	877.25	1,460.16	551.74		\$3,009.15
KENTUCKY RURAL WATER		140.00	140.00	140.00	2,280.00	\$2,700.00
KENTUCKY811	60.20	16.80	29.40			\$106.40
KIMBALL MIDWEST					388.39	\$388.39
KU - 2356	278.15					\$278.15
KU - 2900	7,136.90					\$7,136.90
KU - 3165	52.32					\$52.32
KU - 4615	1,488.00					\$1,488.00
KU - 5992	52.16					\$52.16
KU - 7900	47.24					\$47.24
KU - 8853	50.53					\$50.53
KU - 8887	1,548.54					\$1,548.54
KU - 9731	50.35					\$50.35
Mineral Labs, Inc.	682.33	647.79	1,960.13			\$3,290.25
OFFICE DEPOT	388.19	771.58				\$1,159.77
PINEVILLE UTILITY COMMISSION	9,206.30	5,878.88				\$15,085.18
REXXTECH TIRE & AUTO LLC		1,409.25	1,651.52			\$3,060.77
SOUTHERN WHOLESALE	172.94	31.58	111.25	261.88		\$577.65
Tracer Electronics, LLC					6,141.47	\$6,141.47

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
TRI-STATE ELECTRONICS		175.00	175.00			\$350.00
Wascon Inc				31,472.66	49,745.32	\$81,217.98
WASTE CONNECTIONS		163.15	167.84			\$330.99
WATER SERVICE CORPORATION OF KENTUCKY			4,480.00	10,000.00		\$14,480.00
TOTAL	\$284,977.11	\$171,180.87	\$152,287.94	\$68,681.76	\$70,320.87	\$747,448.55

BLACK MOUNTAIN UTILITY DISTRICT

Bills Transaction List

March 2026

DATE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT
03/01/2026		ANTHEM BLUE CROSS BLUE SHIELD	401 OPERATING EXPENSES:604 EMPLOYEE PENSIONS AND BENEFITS:604.002 HEALTH INSURANCE		137.00
03/01/2026		ANTHEM BLUE CROSS BLUE SHIELD	401 OPERATING EXPENSES:604 EMPLOYEE PENSIONS AND BENEFITS:604.002 HEALTH INSURANCE		3,472.30
03/01/2026		ANTHEM BLUE CROSS BLUE SHIELD	401 OPERATING EXPENSES:604 EMPLOYEE PENSIONS AND BENEFITS:604.002 HEALTH INSURANCE		85.80
03/01/2026		KYLE HOWARD	401 OPERATING EXPENSES:601 WAGES:BOARD MEMBER PAY		100.00
03/01/2026		JACOB D NAPIER	401 OPERATING EXPENSES:601 WAGES:BOARD MEMBER PAY		100.00
03/01/2026		KYLE CLARK	401 OPERATING EXPENSES:601 WAGES:BOARD MEMBER PAY		100.00
03/01/2026		JACE HOWARD	401 OPERATING EXPENSES:601 WAGES:BOARD MEMBER PAY		100.00
03/01/2026	12052075	TRI-STATE ELECTRONICS	101-106 UTILITY PLANT:346 TELEMTRY		175.00
03/01/2026	8019435W055	WASTE CONNECTIONS	401 OPERATING EXPENSES:615 PURCHASED POWER:615.003 OTHER UTILITIES		163.15
03/02/2026	14646	J & R PRINTING	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.012 OFFICE:675.012.1 OFFICE SUPPLIES		1,161.05
03/02/2026	1820228	KENTUCKY MINE SUPPLY	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.016 REPAIRS:675.016.5 WATERLINE REPAIRS		408.98
03/02/2026		BMUD	-Split-		4.85
03/03/2026	03032026	KU - 3022	401 OPERATING EXPENSES:615 PURCHASED POWER:615.001 ELECTRIC		102.59
03/03/2026	03032026	KU - 6390	401 OPERATING EXPENSES:615 PURCHASED POWER:615.001 ELECTRIC		57.23
03/04/2026	25287	BALL OFFICE MACHINES	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.012 OFFICE:675.012.1 OFFICE SUPPLIES		26.72
03/04/2026	1820489	KENTUCKY MINE SUPPLY	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.016 REPAIRS:675.016.5 WATERLINE REPAIRS		97.80
03/05/2026	7018378	G&C Supply Co	-Split-		584.44
03/05/2026	MAR3471-FC	KACO	-Split-		89.26
03/06/2026	1820757	KENTUCKY MINE SUPPLY	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.016 REPAIRS:675.016.5 WATERLINE REPAIRS		40.00
03/06/2026	1820720	KENTUCKY MINE SUPPLY	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.016 REPAIRS:675.016.5 WATERLINE REPAIRS		81.00
03/07/2026	19289599	APPALACHIAN	401 OPERATING EXPENSES:675		401.47

DATE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT
03/10/2026	17411	WIRELESS ALL SECURE	MISCELLANEOUS:675.020 TELEPHONE 401 OPERATING EXPENSES:675 MISCELLANEOUS:675.016 REPAIRS:675.016.3 EQUIPMENT REPAIRS		1,725.00
03/11/2026	03112026	KU - 5992	401 OPERATING EXPENSES:615 PURCHASED POWER:615.001 ELECTRIC		52.16
03/11/2026	03112026	KU - 3165	401 OPERATING EXPENSES:615 PURCHASED POWER:615.001 ELECTRIC		52.32
03/11/2026	14405	REXXTECH TIRE & AUTO LLC	401 OPERATING EXPENSES:650 TRANSPORTATION EXPENSE:650.002 VEHICLE MAINT		912.11
03/12/2026	03122026	KU - 2356	401 OPERATING EXPENSES:615 PURCHASED POWER:615.001 ELECTRIC		278.15
03/12/2026	448827	SOUTHERN WHOLESALE	401 OPERATING EXPENSES:620 MATERIALS & SUPPLIES:620.001 OPERATING SUPPLIES		97.98
03/13/2026	03132026	KU - 9731	401 OPERATING EXPENSES:615 PURCHASED POWER:615.001 ELECTRIC		50.35
03/16/2026	03162026	KU - 7900	401 OPERATING EXPENSES:615 PURCHASED POWER:615.001 ELECTRIC		47.24
03/16/2026	500104717M	ANTHEM BLUE CROSS BLUE SHIELD	401 OPERATING EXPENSES:604 EMPLOYEE PENSIONS AND BENEFITS:604.002 HEALTH INSURANCE		137.00
03/16/2026	1821482	KENTUCKY MINE SUPPLY	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.016 REPAIRS:675.016.5 WATERLINE REPAIRS		53.08
03/16/2026	1821553	KENTUCKY MINE SUPPLY	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.016 REPAIRS:675.016.5 WATERLINE REPAIRS		86.00
03/16/2026	04102026	HARLAN WATER WORKS	-Split-		88,898.65
03/19/2026	1821875	KENTUCKY MINE SUPPLY	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.016 REPAIRS:675.016.5 WATERLINE REPAIRS		110.39
03/20/2026	449261	SOUTHERN WHOLESALE	401 OPERATING EXPENSES:620 MATERIALS & SUPPLIES:620.001 OPERATING SUPPLIES		69.99
03/20/2026	14502	REXXTECH TIRE & AUTO LLC	401 OPERATING EXPENSES:650 TRANSPORTATION EXPENSE:650.002 VEHICLE MAINT		497.14
03/22/2026	206523	SOUTHERN WHOLESALE	401 OPERATING EXPENSES:620 MATERIALS & SUPPLIES:620.001 OPERATING SUPPLIES		4.97
03/22/2026	04102026	HARLAN T.V.	401 OPERATING EXPENSES:675 MISCELLANEOUS:675.012 OFFICE:675.012.3 OFFICE UTILITIES		56.00
03/23/2026	35221771	BLOSSMAN GAS & APPLIANCE	-Split-		565.49
03/24/2026	04102026	CITY OF EVARTS	-Split-		19,960.90
03/24/2026	04162026	KU - 2900	401 OPERATING EXPENSES:615 PURCHASED POWER:615.001 ELECTRIC		7,136.90
03/25/2026	04172026	KU - 8853	401 OPERATING EXPENSES:615 PURCHASED POWER:615.001 ELECTRIC		50.53
03/25/2026	04172026	KU - 4615	401 OPERATING EXPENSES:615		1,488.00

DATE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT
				PURCHASED POWER:615.001 ELECTRIC	
03/25/2026	04172026	KU - 8887		401 OPERATING EXPENSES:615	1,548.54
				PURCHASED POWER:615.001 ELECTRIC	
03/25/2026	1822354	KENTUCKY MINE SUPPLY		401 OPERATING EXPENSES:675	120.00
				MISCELLANEOUS:675.016	
				REPAIRS:675.016.5 WATERLINE REPAIRS	
03/26/2026	7020543	G&C Supply Co		-Split-	401.50
03/26/2026	7020544	G&C Supply Co		-Split-	1,398.00
03/26/2026	KY02210802	CONSOLIDATED PIPE		401 OPERATING EXPENSES:620	6,303.82
				MATERIALS & SUPPLIES:620.001	
				OPERATING SUPPLIES	
03/27/2026	S100340156.001	CITCO WATER		-Split-	2,303.52
03/27/2026	SC21816	CORE & MAIN		-Split-	116.02
03/28/2026	000975665E	ANTHEM BLUE CROSS BLUE SHIELD		401 OPERATING EXPENSES:604 EMPLOYEE PENSIONS AND BENEFITS:604.002 HEALTH INSURANCE	3,472.30
03/28/2026	002032151H	ANTHEM BLUE CROSS BLUE SHIELD		401 OPERATING EXPENSES:604 EMPLOYEE PENSIONS AND BENEFITS:604.002 HEALTH INSURANCE	85.80
03/31/2026		GAW & ASSOCIATES, PLLC		401 OPERATING EXPENSES:632 CONTRACTUAL SERVICES:632.001 ACCOUNTING	1,500.00
03/31/2026	04102026	PINEVILLE UTILITY COMMISSION		-Split-	9,206.30
03/31/2026	463132143001	OFFICE DEPOT		401 OPERATING EXPENSES:675	41.74
				MISCELLANEOUS:675.012 OFFICE:675.012.1	
				OFFICE SUPPLIES	
03/31/2026	6033039	Mineral Labs, Inc.		401 OPERATING EXPENSES:635	682.33
				CONTRACTUAL SERVICES - WATER TESTING	
03/31/2026	04152026	BMUD		-Split-	39.07
03/31/2026	03312026	421 GAS N GO		401 OPERATING EXPENSES:650	3,849.70
				TRANSPORTATION EXPENSE:650.001	
				VEHICLE FUEL	
03/31/2026	04152026	CUMBERLAND VALLEY ELECTRIC		-Split-	4,303.96
03/31/2026	6030187	KENTUCKY811		401 OPERATING EXPENSES:675	60.20
				MISCELLANEOUS:675.007 DUES AND SUBSCRIPTIONS	
03/31/2026	Mar 2026	HARLAN CO. FISCAL CT.		-Split-	64,426.11
03/31/2026	March 2026	CITY OF HARLAN SEWER		-Split-	22,855.88
03/31/2026	March 2026	BMUD SURCHARGE		132 SD:132.004 HS - WL SURCHARGE FUND	12,527.12
03/31/2026	Mar 2026	BMUD WL SURCHARGE		132 SD:132.004.1 HS - WL SURCHARGE FUND (EA)	25,905.96
03/31/2026	20369	GAW & ASSOCIATES, PLLC		401 OPERATING EXPENSES:632 CONTRACTUAL SERVICES:632.001 ACCOUNTING	3,925.00

BLACK MOUNTAIN UTILITY DISTRICT

Unpaid Bills

All Dates

DATE	TRANSACTION TYPE	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
421 GAS N GO					
01/31/2026	Bill	02/10/2026	67	2,755.09	2,755.09
02/28/2026	Bill	03/10/2026	39	3,048.30	3,048.30
03/31/2026	Bill	04/10/2026	8	3,849.70	3,849.70
Total for 421 GAS N GO				\$9,653.09	\$9,653.09
Abner and Cox, PLLC					
01/31/2026	Bill	02/10/2026	67	16,500.00	16,500.00
Total for Abner and Cox, PLLC				\$16,500.00	\$16,500.00
ADVANCE AUTO					
05/31/2025	Vendor Credit		0	-14.86	-14.86
Total for ADVANCE AUTO				\$ -14.86	\$ -14.86
AFLAC					
02/09/2026	Bill	02/19/2026	58	322.00	322.00
Total for AFLAC				\$322.00	\$322.00
ALL SECURE					
03/10/2026	Bill	03/20/2026	29	1,725.00	1,725.00
Total for ALL SECURE				\$1,725.00	\$1,725.00
BALL OFFICE MACHINES					
02/02/2026	Bill	03/04/2026	45	41.30	41.30
03/04/2026	Bill	04/03/2026	15	26.72	26.72
04/01/2026	Bill	04/11/2026	7	36.81	36.81
Total for BALL OFFICE MACHINES				\$104.83	\$104.83
BLOSSMAN GAS & APPLIANCE					
01/19/2026	Bill	02/18/2026	59	743.62	743.62
02/03/2026	Bill	03/05/2026	44	823.40	823.40
02/28/2026	Bill	03/10/2026	39	13.01	13.01
02/17/2026	Bill	03/19/2026	30	530.41	530.41
03/23/2026	Bill	04/02/2026	16	565.49	565.49
Total for BLOSSMAN GAS & APPLIANCE				\$2,675.93	\$2,675.93
BMUD					
01/13/2026	Bill	01/23/2026	85	120.01	120.01
03/02/2026	Bill	03/12/2026	37	4.85	4.85
03/31/2026	Bill	04/15/2026	3	39.07	39.07
Total for BMUD				\$163.93	\$163.93
BMUD SURCHARGE					
01/31/2026	Bill	02/10/2026	67	11,865.92	11,865.92
02/28/2026	Bill	03/10/2026	39	12,657.94	12,657.94
03/31/2026	Bill	04/10/2026	8	12,527.12	12,527.12
Total for BMUD SURCHARGE				\$37,050.98	\$37,050.98
BMUD WL SURCHARGE					
01/31/2026	Bill	02/10/2026	67	25,317.41	25,317.41
02/28/2026	Bill	03/10/2026	39	26,556.64	26,556.64
03/31/2026	Bill	04/10/2026	8	25,905.96	25,905.96

DATE	TRANSACTION TYPE	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
Total for BMUD WL SURCHARGE				\$77,780.01	\$77,780.01
CITCO WATER					
09/05/2025	Bill	09/15/2025	215	6,285.99	6,285.99
09/08/2025	Bill	09/18/2025	212	2,433.53	2,433.53
09/24/2025	Bill	10/04/2025	196	3,115.40	3,115.40
09/30/2025	Bill	10/10/2025	190	80.50	80.50
11/05/2025	Bill	11/15/2025	154	46.59	46.59
11/05/2025	Bill	11/15/2025	154	19.71	19.71
11/25/2025	Bill	12/05/2025	134	4,234.73	4,234.73
12/11/2025	Bill	12/21/2025	118	8.14	8.14
12/11/2025	Bill	12/21/2025	118	741.28	741.28
01/09/2026	Bill	01/19/2026	89	3,853.40	3,853.40
01/19/2026	Bill	01/29/2026	79	7,381.01	7,381.01
03/27/2026	Bill	04/26/2026	-8	2,303.52	2,303.52
09/11/2025	Vendor Credit		0	-6,004.99	-6,004.99
Total for CITCO WATER				\$24,498.81	\$24,498.81
CITY OF EVARTS					
02/20/2026	Bill	03/02/2026	47	18,757.70	18,757.70
03/24/2026	Bill	04/10/2026	8	19,960.90	19,960.90
Total for CITY OF EVARTS				\$38,718.60	\$38,718.60
CITY OF HARLAN SEWER					
01/31/2026	Bill	02/10/2026	67	17,999.43	17,999.43
02/28/2026	Bill	03/10/2026	39	22,962.42	22,962.42
03/31/2026	Bill	04/10/2026	8	22,855.88	22,855.88
Total for CITY OF HARLAN SEWER				\$63,817.73	\$63,817.73
CONSOLIDATED PIPE					
10/17/2025	Bill	11/16/2025	153	280.12	280.12
03/26/2026	Bill	04/25/2026	-7	6,303.82	6,303.82
Total for CONSOLIDATED PIPE				\$6,583.94	\$6,583.94
CORE & MAIN					
10/31/2025	Bill	11/10/2025	159	162.52	162.52
01/08/2026	Bill	01/18/2026	90	7,734.56	7,734.56
03/27/2026	Bill	04/06/2026	12	116.02	116.02
Total for CORE & MAIN				\$8,013.10	\$8,013.10
FERGUSON ENT.					
10/31/2025	Bill	11/10/2025	159	32.03	32.03
Total for FERGUSON ENT.				\$32.03	\$32.03
G&C Supply Co					
02/19/2026	Bill	03/21/2026	28	1,665.50	1,665.50
02/19/2026	Bill	03/21/2026	28	1,575.20	1,575.20
02/27/2026	Bill	03/29/2026	20	910.52	910.52
03/05/2026	Bill	04/04/2026	14	584.44	584.44
03/26/2026	Bill	04/25/2026	-7	401.50	401.50
03/26/2026	Bill	04/25/2026	-7	1,398.00	1,398.00
Total for G&C Supply Co				\$6,535.16	\$6,535.16
GAW & ASSOCIATES, PLLC					
03/31/2026	Bill	04/10/2026	8	3,925.00	3,925.00
Total for GAW & ASSOCIATES, PLLC				\$3,925.00	\$3,925.00
HARLAN CO. FISCAL CT.					

DATE	TRANSACTION TYPE	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
01/31/2026	Bill	02/10/2026	67	63,419.67	63,419.67
02/28/2026	Bill	03/10/2026	39	64,650.40	64,650.40
03/31/2026	Bill	04/10/2026	8	64,426.11	64,426.11
Total for HARLAN CO. FISCAL CT.				\$192,496.18	\$192,496.18
Harlan Newsmedia					
11/30/2025	Bill	12/10/2025	129	345.00	345.00
02/25/2026	Bill	03/07/2026	42	375.00	375.00
02/25/2026	Bill	03/07/2026	42	825.00	825.00
Total for Harlan Newsmedia				\$1,545.00	\$1,545.00
HARLAN T.V.					
03/22/2026	Bill	04/10/2026	8	56.00	56.00
Total for HARLAN T.V.				\$56.00	\$56.00
HARLAN WATER WORKS					
03/16/2026	Bill	04/10/2026	8	88,898.65	88,898.65
Total for HARLAN WATER WORKS				\$88,898.65	\$88,898.65
HONAKER LAW OFFICE PLLC					
01/05/2026	Bill	01/15/2026	93	7,166.50	7,166.50
01/31/2026	Bill	02/10/2026	67	3,189.50	3,189.50
02/28/2026	Bill	03/10/2026	39	3,947.00	3,947.00
04/08/2026	Bill	04/18/2026	0	6,871.50	6,871.50
Total for HONAKER LAW OFFICE PLLC				\$21,174.50	\$21,174.50
KACO					
04/02/2026	Bill	04/12/2026	6	89.70	89.70
Total for KACO				\$89.70	\$89.70
KENTUCKY MINE SUPPLY					
01/05/2026	Bill	01/15/2026	93	3.95	3.95
01/05/2026	Bill	01/15/2026	93	32.60	32.60
01/06/2026	Bill	01/16/2026	92	182.00	182.00
01/06/2026	Bill	01/16/2026	92	215.00	215.00
01/08/2026	Bill	01/18/2026	90	51.98	51.98
01/09/2026	Bill	01/19/2026	89	33.96	33.96
01/19/2026	Bill	01/29/2026	79	32.25	32.25
01/22/2026	Bill	02/01/2026	76	589.67	589.67
01/23/2026	Bill	02/02/2026	75	14.98	14.98
01/26/2026	Bill	02/05/2026	72	70.98	70.98
01/26/2026	Bill	02/05/2026	72	29.99	29.99
01/30/2026	Bill	02/09/2026	68	24.45	24.45
02/02/2026	Bill	02/12/2026	65	41.39	41.39
02/03/2026	Bill	02/13/2026	64	59.98	59.98
02/05/2026	Bill	02/15/2026	62	45.19	45.19
02/09/2026	Bill	02/19/2026	58	141.69	141.69
02/10/2026	Bill	02/20/2026	57	41.94	41.94
02/12/2026	Bill	02/22/2026	55	129.00	129.00
02/13/2026	Bill	02/23/2026	54	255.00	255.00
02/16/2026	Bill	02/26/2026	51	15.90	15.90
03/02/2026	Bill	03/12/2026	37	408.98	408.98
03/04/2026	Bill	03/14/2026	35	97.80	97.80
03/06/2026	Bill	03/16/2026	33	81.00	81.00
03/06/2026	Bill	03/16/2026	33	40.00	40.00
03/16/2026	Bill	03/26/2026	23	53.08	53.08

DATE	TRANSACTION TYPE	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
03/16/2026	Bill	03/26/2026	23	86.00	86.00
03/19/2026	Bill	03/29/2026	20	110.39	110.39
03/25/2026	Bill	04/04/2026	14	120.00	120.00
04/01/2026	Bill	05/01/2026	-13	110.00	110.00
04/01/2026	Bill	05/01/2026	-13	110.00	110.00
04/02/2026	Bill	05/02/2026	-14	72.60	72.60
Total for KENTUCKY MINE SUPPLY				\$3,301.75	\$3,301.75
KENTUCKY RURAL WATER					
10/17/2025	Bill	11/16/2025	153	2,000.00	2,000.00
10/18/2025	Bill	11/17/2025	152	140.00	140.00
11/18/2025	Bill	12/18/2025	121	140.00	140.00
12/18/2025	Bill	01/17/2026	91	140.00	140.00
01/18/2026	Bill	02/17/2026	60	140.00	140.00
02/18/2026	Bill	03/20/2026	29	140.00	140.00
Total for KENTUCKY RURAL WATER				\$2,700.00	\$2,700.00
KENTUCKY811					
01/31/2026	Bill	02/10/2026	67	29.40	29.40
02/28/2026	Bill	03/10/2026	39	16.80	16.80
03/31/2026	Bill	04/30/2026	-12	60.20	60.20
Total for KENTUCKY811				\$106.40	\$106.40
KIA					
04/17/2026	Bill	04/27/2026	-9	6,435.82	6,435.82
04/17/2026	Bill	04/27/2026	-9	8,365.01	8,365.01
Total for KIA				\$14,800.83	\$14,800.83
KIMBALL MIDWEST					
10/29/2025	Bill	11/08/2025	161	487.90	487.90
10/29/2025	Vendor Credit		0	-264.49	-99.51
Total for KIMBALL MIDWEST				\$223.41	\$388.39
KU - 2900					
03/24/2026	Bill	04/16/2026	2	7,136.90	7,136.90
Total for KU - 2900				\$7,136.90	\$7,136.90
KU - 3022					
04/02/2026	Bill	04/24/2026	-6	86.24	86.24
Total for KU - 3022				\$86.24	\$86.24
KU - 4615					
03/25/2026	Bill	04/17/2026	1	1,488.00	1,488.00
Total for KU - 4615				\$1,488.00	\$1,488.00
KU - 6390					
04/01/2026	Bill	04/24/2026	-6	66.77	66.77
Total for KU - 6390				\$66.77	\$66.77
KU - 8853					
03/25/2026	Bill	04/17/2026	1	50.53	50.53
Total for KU - 8853				\$50.53	\$50.53
KU - 8887					
03/25/2026	Bill	04/17/2026	1	1,548.54	1,548.54
Total for KU - 8887				\$1,548.54	\$1,548.54
Mineral Labs, Inc. (606) 349-6145					
12/31/2025	Bill	01/30/2026	78	1,960.13	1,960.13

DATE	TRANSACTION TYPE	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
01/31/2026	Bill	03/02/2026	47	647.79	647.79
03/31/2026	Bill	04/10/2026	8	682.33	682.33
Total for Mineral Labs, Inc.				\$3,290.25	\$3,290.25
OFFICE DEPOT					
01/29/2026	Bill	03/01/2026	48	201.39	201.39
02/25/2026	Bill	03/07/2026	42	37.09	37.09
02/26/2026	Bill	03/08/2026	41	201.39	201.39
02/27/2026	Bill	03/09/2026	40	254.04	254.04
01/29/2026	Bill	03/30/2026	19	54.36	54.36
01/29/2026	Bill	03/30/2026	19	23.31	23.31
01/30/2026	Bill	03/31/2026	18	346.45	346.45
03/31/2026	Bill	05/30/2026	-42	41.74	41.74
04/01/2026	Bill	05/31/2026	-43	64.05	64.05
04/01/2026	Bill	05/31/2026	-43	260.84	260.84
Total for OFFICE DEPOT				\$1,484.66	\$1,484.66
PINEVILLE UTILITY COMMISSION					
02/03/2026	Bill	03/10/2026	39	5,878.88	5,878.88
03/31/2026	Bill	04/10/2026	8	9,206.30	9,206.30
Total for PINEVILLE UTILITY COMMISSION				\$15,085.18	\$15,085.18
REXXTECH TIRE & AUTO LLC (606) 573-4110					
01/29/2026	Bill	02/08/2026	69	88.80	88.80
01/30/2026	Bill	02/09/2026	68	1,562.72	1,562.72
03/11/2026	Bill	03/21/2026	28	912.11	912.11
03/20/2026	Bill	03/30/2026	19	497.14	497.14
04/03/2026	Bill	04/13/2026	5	1,146.85	1,146.85
04/03/2026	Bill	04/13/2026	5	1,038.84	1,038.84
04/08/2026	Bill	04/18/2026	0	201.57	201.57
Total for REXXTECH TIRE & AUTO LLC				\$5,448.03	\$5,448.03
SOUTHERN WHOLESale					
12/24/2025	Bill	01/03/2026	105	35.98	35.98
12/27/2025	Bill	01/06/2026	102	12.97	12.97
01/07/2026	Bill	01/17/2026	91	22.97	22.97
01/16/2026	Bill	01/26/2026	82	189.96	189.96
01/20/2026	Bill	01/30/2026	78	34.99	34.99
01/22/2026	Bill	02/01/2026	76	7.30	7.30
01/28/2026	Bill	02/07/2026	70	10.99	10.99
01/30/2026	Bill	02/09/2026	68	5.99	5.99
02/13/2026	Bill	02/23/2026	54	51.98	51.98
02/22/2026	Bill	03/04/2026	45	3.59	3.59
02/28/2026	Bill	03/30/2026	19	27.99	27.99
03/12/2026	Bill	04/11/2026	7	97.98	97.98
03/20/2026	Bill	04/19/2026	-1	69.99	69.99
03/22/2026	Bill	04/21/2026	-3	4.97	4.97
Total for SOUTHERN WHOLESale				\$577.65	\$577.65
Tracer Electronics, LLC (615) 285-3952					
11/14/2025	Bill	12/14/2025	125	6,141.47	6,141.47
Total for Tracer Electronics, LLC				\$6,141.47	\$6,141.47
TRI-STATE ELECTRONICS					

DATE	TRANSACTION TYPE	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
02/01/2026	Bill	02/11/2026	66	175.00	175.00
03/01/2026	Bill	03/11/2026	38	175.00	175.00
04/01/2026	Bill	04/11/2026	7	175.00	175.00
Total for TRI-STATE ELECTRONICS				\$525.00	\$525.00
Wascon Inc (931) 823-1388					
12/10/2025	Bill	12/20/2025	119	36,656.49	36,656.49
12/10/2025	Bill	12/20/2025	119	13,088.83	13,088.83
01/06/2026	Bill	01/16/2026	92	31,472.66	31,472.66
Total for Wascon Inc				\$81,217.98	\$81,217.98
WASTE CONNECTIONS					
02/01/2026	Bill	02/11/2026	66	167.84	167.84
03/01/2026	Bill	03/11/2026	38	163.15	163.15
04/01/2026	Bill	04/11/2026	7	165.56	165.56
Total for WASTE CONNECTIONS				\$496.55	\$496.55
WATER SERVICE CORPORATION OF KENTUCKY (606) 670-7089					
11/19/2025	Bill	01/18/2026	90	4,000.00	4,000.00
11/19/2025	Bill	01/18/2026	90	2,000.00	2,000.00
01/14/2026	Bill	01/24/2026	84	4,000.00	4,000.00
02/11/2026	Bill	02/21/2026	56	4,480.00	4,480.00
Total for WATER SERVICE CORPORATION OF KENTUCKY				\$14,480.00	\$14,480.00
TOTAL				\$762,601.45	\$762,766.43

Black Mountain Utility District
Schedule of Outstanding Liabilities
As of April 10, 2026

Unpaid Accounts Payable (Schedule Attached)	\$ 747,965.60
KIA Loan Payable	8,233.28
KIA Loan Payable	67,810.44
Bonds Payable	<u>664,074.75</u>
 Total Liabilites & Payables	 <u>\$ 1,488,084.07</u>

Unpaid Bills Report

BLACK MOUNTAIN UTILITY DISTRICT

As of Apr 10, 2026

DATE	TRANSACTION TYPE	NUM	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
421 GAS N GO						
01/31/2026	Bill		02/10/2026	67	2,755.09	2,755.09
02/28/2026	Bill	02282026	03/10/2026	39	3,048.30	3,048.30
03/31/2026	Bill	03312026	04/10/2026	8	3,849.70	3,849.70
Total for 421 GAS N GO					\$9,653.09	\$9,653.09
Abner and Cox, PLLC						
01/31/2026	Bill	21690	02/10/2026	67	16,500.00	16,500.00
Total for Abner and Cox, PLLC					\$16,500.00	\$16,500.00
ADVANCE AUTO						
05/31/2025	Vendor Credit				-14.86	-14.86
Total for ADVANCE AUTO					-\$14.86	-\$14.86
AFLAC						
02/09/2026	Bill		02/19/2026	58	322.00	322.00
Total for AFLAC					\$322.00	\$322.00
ALL SECURE						
03/10/2026	Bill	17411	03/20/2026	29	1,725.00	1,725.00
Total for ALL SECURE					\$1,725.00	\$1,725.00
BALL OFFICE MACHINES						
02/02/2026	Bill	25141	03/04/2026	45	41.30	41.30
03/04/2026	Bill	25287	04/03/2026	15	26.72	26.72
04/01/2026	Bill	25408	04/11/2026	7	36.81	36.81
Total for BALL OFFICE MACHINES					\$104.83	\$104.83
BLOSSMAN GAS & APPLIANCE						
01/19/2026	Bill	34304464	02/18/2026	59	743.62	743.62
02/03/2026	Bill	34581176	03/05/2026	44	823.40	823.40
02/28/2026	Bill	02282026	03/10/2026	39	13.01	13.01
02/17/2026	Bill	34861068	03/19/2026	30	530.41	530.41
03/23/2026	Bill	35221771	04/02/2026	16	565.49	565.49
Total for BLOSSMAN GAS & APPLIANCE					\$2,675.93	\$2,675.93
BMUD						
01/13/2026	Bill	01162026	01/23/2026	85	120.01	120.01
03/02/2026	Bill		03/12/2026	37	4.85	4.85
03/31/2026	Bill	04152026	04/15/2026	3	39.07	39.07
Total for BMUD					\$163.93	\$163.93
BMUD SURCHARGE						
01/31/2026	Bill	Jan 2026	02/10/2026	67	11,865.92	11,865.92
02/28/2026	Bill	Feb 2026	03/10/2026	39	12,657.94	12,657.94
03/31/2026	Bill	March 2026	04/10/2026	8	12,527.12	12,527.12
Total for BMUD SURCHARGE					\$37,050.98	\$37,050.98
BMUD WL SURCHARGE						
01/31/2026	Bill	25317.41	02/10/2026	67	25,317.41	25,317.41

Unpaid Bills Report

BLACK MOUNTAIN UTILITY DISTRICT

As of Apr 10, 2026

DATE	TRANSACTION TYPE	NUM	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
02/28/2026	Bill	Feb 2026	03/10/2026	39	26,556.64	26,556.64
03/31/2026	Bill	Mar 2026	04/10/2026	8	25,905.96	25,905.96
Total for BMUD WL SURCHARGE					\$77,780.01	\$77,780.01
CITCO WATER						
09/05/2025	Bill	S100316841.001	09/15/2025	215	6,285.99	6,285.99
09/08/2025	Bill	S100316281.001	09/18/2025	212	2,433.53	2,433.53
09/24/2025	Bill	S100318691.002	10/04/2025	196	3,115.40	3,115.40
09/30/2025	Bill	S100320844.001	10/10/2025	190	80.50	80.50
11/05/2025	Bill	S100318841.002	11/15/2025	154	46.59	46.59
11/05/2025	Bill	S100318841.001	11/15/2025	154	19.71	19.71
11/25/2025	Bill	S100327689.001	12/05/2025	134	4,234.73	4,234.73
12/11/2025	Bill	S100318841.003	12/21/2025	118	741.28	741.28
12/11/2025	Bill	S100318841.004	12/21/2025	118	8.14	8.14
01/09/2026	Bill	S100327689.002	01/19/2026	89	3,853.40	3,853.40
01/19/2026	Bill	S100333406.001	01/29/2026	79	7,381.01	7,381.01
03/27/2026	Bill	S100340156.001	04/26/2026	-8	2,303.52	2,303.52
09/11/2025	Vendor Credit	S100317705.001			-6,004.99	-6,004.99
Total for CITCO WATER					\$24,498.81	\$24,498.81
CITY OF EVARTS						
02/20/2026	Bill	02202026	03/02/2026	47	18,757.70	18,757.70
03/24/2026	Bill	04102026	04/10/2026	8	19,960.90	19,960.90
Total for CITY OF EVARTS					\$38,718.60	\$38,718.60
CITY OF HARLAN SEWER						
01/31/2026	Bill	Jan 2026	02/10/2026	67	17,999.43	17,999.43
02/28/2026	Bill	Feb 2026	03/10/2026	39	22,962.42	22,962.42
03/31/2026	Bill	March 2026	04/10/2026	8	22,855.88	22,855.88
Total for CITY OF HARLAN SEWER					\$63,817.73	\$63,817.73
CONSOLIDATED PIPE						
10/17/2025	Bill	KY0228952	11/16/2025	153	280.12	280.12
03/26/2026	Bill	KY02210802	04/25/2026	-7	6,303.82	6,303.82
Total for CONSOLIDATED PIPE					\$6,583.94	\$6,583.94
CORE & MAIN						
10/31/2025	Bill	SC95943	11/10/2025	159	162.52	162.52
01/08/2026	Bill	Y314250	01/18/2026	90	7,734.56	7,734.56
03/27/2026	Bill	SC21816	04/06/2026	12	116.02	116.02
Total for CORE & MAIN					\$8,013.10	\$8,013.10
FERGUSON ENT.						
10/31/2025	Bill	SC20573	11/10/2025	159	32.03	32.03
Total for FERGUSON ENT.					\$32.03	\$32.03
GAW & ASSOCIATES, PLLC						
03/31/2026	Bill	20369	04/10/2026	8	3,925.00	3,925.00
Total for GAW & ASSOCIATES, PLLC					\$3,925.00	\$3,925.00

Unpaid Bills Report

BLACK MOUNTAIN UTILITY DISTRICT

As of Apr 10, 2026

DATE	TRANSACTION TYPE	NUM	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
G&C Supply Co						
02/19/2026	Bill	7016987	03/21/2026	28	1,575.20	1,575.20
02/19/2026	Bill	7016988	03/21/2026	28	1,665.50	1,665.50
02/27/2026	Bill	7017816	03/29/2026	20	910.52	910.52
03/05/2026	Bill	7018378	04/04/2026	14	584.44	584.44
03/26/2026	Bill	7020543	04/25/2026	-7	401.50	401.50
03/26/2026	Bill	7020544	04/25/2026	-7	1,398.00	1,398.00
Total for G&C Supply Co					\$6,535.16	\$6,535.16
HARLAN CO. FISCAL CT.						
01/31/2026	Bill	Jan 2026	02/10/2026	67	63,419.67	63,419.67
02/28/2026	Bill	Feb 2026	03/10/2026	39	64,650.40	64,650.40
03/31/2026	Bill	Mar 2026	04/10/2026	8	64,426.11	64,426.11
Total for HARLAN CO. FISCAL CT.					\$192,496.18	\$192,496.18
Harlan Newsmedia						
11/30/2025	Bill	1125	12/10/2025	129	345.00	345.00
02/25/2026	Bill	AD2108510	03/07/2026	42	825.00	825.00
02/25/2026	Bill	AD2108393	03/07/2026	42	375.00	375.00
Total for Harlan Newsmedia					\$1,545.00	\$1,545.00
HARLAN T.V.						
03/22/2026	Bill	04102026	04/10/2026	8	56.00	56.00
Total for HARLAN T.V.					\$56.00	\$56.00
HARLAN WATER WORKS						
03/16/2026	Bill	04102026	04/10/2026	8	88,898.65	88,898.65
Total for HARLAN WATER WORKS					\$88,898.65	\$88,898.65
HONAKER LAW OFFICE PLLC						
01/05/2026	Bill	1928	01/15/2026	93	7,166.50	7,166.50
01/31/2026	Bill		02/10/2026	67	3,189.50	3,189.50
02/28/2026	Bill	2021	03/10/2026	39	3,947.00	3,947.00
04/08/2026	Bill	2076	04/18/2026	0	6,871.50	6,871.50
Total for HONAKER LAW OFFICE PLLC					\$21,174.50	\$21,174.50
KACO						
04/02/2026	Bill	APR3491-FC	04/12/2026	6	89.70	89.70
Total for KACO					\$89.70	\$89.70
KENTUCKY811						
01/31/2026	Bill	6010186	02/10/2026	67	29.40	29.40
02/28/2026	Bill	6020186	03/10/2026	39	16.80	16.80
03/31/2026	Bill	6030187	04/30/2026	-12	60.20	60.20
Total for KENTUCKY811					\$106.40	\$106.40
KENTUCKY MINE SUPPLY						
01/05/2026	Bill	1815631	01/15/2026	93	3.95	3.95
01/05/2026	Bill	1815831	01/15/2026	93	32.60	32.60
01/06/2026	Bill	1815992	01/16/2026	92	182.00	182.00

Unpaid Bills Report

BLACK MOUNTAIN UTILITY DISTRICT

As of Apr 10, 2026

DATE	TRANSACTION TYPE	NUM	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
01/06/2026	Bill	1815917	01/16/2026	92	215.00	215.00
01/08/2026	Bill	1816159	01/18/2026	90	51.98	51.98
01/09/2026	Bill	1816343	01/19/2026	89	33.96	33.96
01/19/2026	Bill	1816924	01/29/2026	79	32.25	32.25
01/22/2026	Bill	1817230	02/01/2026	76	589.67	589.67
01/23/2026	Bill	1817390	02/02/2026	75	14.98	14.98
01/26/2026	Bill	1817495	02/05/2026	72	70.98	70.98
01/26/2026	Bill	1817496	02/05/2026	72	29.99	29.99
01/30/2026	Bill	1817954	02/09/2026	68	24.45	24.45
02/02/2026	Bill	1818060	02/12/2026	65	41.39	41.39
02/03/2026	Bill	1818172	02/13/2026	64	59.98	59.98
02/05/2026	Bill	1818433	02/15/2026	62	45.19	45.19
02/09/2026	Bill	1818636	02/19/2026	58	141.69	141.69
02/10/2026	Bill	1818770	02/20/2026	57	41.94	41.94
02/12/2026	Bill	1818969	02/22/2026	55	129.00	129.00
02/13/2026	Bill	1819070	02/23/2026	54	255.00	255.00
02/16/2026	Bill	1819168	02/26/2026	51	15.90	15.90
03/02/2026	Bill	1820228	03/12/2026	37	408.98	408.98
03/04/2026	Bill	1820489	03/14/2026	35	97.80	97.80
03/06/2026	Bill	1820757	03/16/2026	33	40.00	40.00
03/06/2026	Bill	1820720	03/16/2026	33	81.00	81.00
03/16/2026	Bill	1821482	03/26/2026	23	53.08	53.08
03/16/2026	Bill	1821553	03/26/2026	23	86.00	86.00
03/19/2026	Bill	1821875	03/29/2026	20	110.39	110.39
03/25/2026	Bill	1822354	04/04/2026	14	120.00	120.00
04/01/2026	Bill	1822681	05/01/2026	-13	110.00	110.00
04/01/2026	Bill	1822780	05/01/2026	-13	110.00	110.00
04/02/2026	Bill	1823034	05/02/2026	-14	72.60	72.60
Total for KENTUCKY MINE SUPPLY					\$3,301.75	\$3,301.75
KENTUCKY RURAL WATER						
10/17/2025	Bill	22137	11/16/2025	153	2,000.00	2,000.00
10/18/2025	Bill	22734	11/17/2025	152	140.00	140.00
11/18/2025	Bill	23008	12/18/2025	121	140.00	140.00
12/18/2025	Bill	23174	01/17/2026	91	140.00	140.00
01/18/2026	Bill	23594	02/17/2026	60	140.00	140.00
02/18/2026	Bill	23790	03/20/2026	29	140.00	140.00
Total for KENTUCKY RURAL WATER					\$2,700.00	\$2,700.00
KIMBALL MIDWEST						
10/29/2025	Bill	103887149	11/08/2025	161	487.90	487.90
10/29/2025	Vendor Credit	103588612			-264.49	-99.51
Total for KIMBALL MIDWEST					\$223.41	\$388.39
KU - 2900						
03/24/2026	Bill	04162026	04/16/2026	2	7,136.90	7,136.90
Total for KU - 2900					\$7,136.90	\$7,136.90

Unpaid Bills Report

BLACK MOUNTAIN UTILITY DISTRICT

As of Apr 10, 2026

DATE	TRANSACTION TYPE	NUM	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
KU - 3022						
04/02/2026	Bill	04242026	04/24/2026	-6	86.24	86.24
Total for KU - 3022					\$86.24	\$86.24
KU - 4615						
03/25/2026	Bill	04172026	04/17/2026	1	1,488.00	1,488.00
Total for KU - 4615					\$1,488.00	\$1,488.00
KU - 6390						
04/01/2026	Bill	04242026	04/24/2026	-6	66.77	66.77
Total for KU - 6390					\$66.77	\$66.77
KU - 8853						
03/25/2026	Bill	04172026	04/17/2026	1	50.53	50.53
Total for KU - 8853					\$50.53	\$50.53
KU - 8887						
03/25/2026	Bill	04172026	04/17/2026	1	1,548.54	1,548.54
Total for KU - 8887					\$1,548.54	\$1,548.54
Mineral Labs, Inc.						
12/31/2025	Bill	5122040	01/30/2026	78	1,960.13	1,960.13
01/31/2026	Bill	6013045	03/02/2026	47	647.79	647.79
03/31/2026	Bill	6033039	04/10/2026	8	682.33	682.33
Total for Mineral Labs, Inc.					\$3,290.25	\$3,290.25
OFFICE DEPOT						
01/29/2026	Bill	456291458001	03/01/2026	48	201.39	201.39
02/25/2026	Bill	460943743001	03/07/2026	42	37.09	37.09
02/26/2026	Bill	460943742001	03/08/2026	41	201.39	201.39
02/27/2026	Bill	460943741001	03/09/2026	40	254.04	254.04
01/29/2026	Bill	456291454001	03/30/2026	19	54.36	54.36
01/29/2026	Bill	456291456001	03/30/2026	19	23.31	23.31
01/30/2026	Bill	456291451001	03/31/2026	18	346.45	346.45
03/31/2026	Bill	463132143001	05/30/2026	-42	41.74	41.74
04/01/2026	Bill	463132140001	05/31/2026	-43	260.84	260.84
04/01/2026	Bill	463132142001	05/31/2026	-43	64.05	64.05
Total for OFFICE DEPOT					\$1,484.66	\$1,484.66
PINEVILLE UTILITY COMMISSION						
02/03/2026	Bill	03102026	03/10/2026	39	5,878.88	5,878.88
03/31/2026	Bill	04102026	04/10/2026	8	9,206.30	9,206.30
Total for PINEVILLE UTILITY COMMISSION					\$15,085.18	\$15,085.18
REXXTECH TIRE & AUTO LLC						
01/29/2026	Bill	13976	02/08/2026	69	88.80	88.80
01/30/2026	Bill	13996	02/09/2026	68	1,562.72	1,562.72
03/11/2026	Bill	14405	03/21/2026	28	912.11	912.11
03/20/2026	Bill	14502	03/30/2026	19	497.14	497.14

Unpaid Bills Report

BLACK MOUNTAIN UTILITY DISTRICT

As of Apr 10, 2026

DATE	TRANSACTION TYPE	NUM	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
04/03/2026	Bill	14646	04/13/2026	5	1,038.84	1,038.84
04/03/2026	Bill	14642	04/13/2026	5	1,146.85	1,146.85
04/08/2026	Bill	14699	04/18/2026	0	201.57	201.57
Total for REXXTECH TIRE & AUTO LLC					\$5,448.03	\$5,448.03
SOUTHERN WHOLESALE						
12/24/2025	Bill	445142	01/03/2026	105	35.98	35.98
12/27/2025	Bill	445228	01/06/2026	102	12.97	12.97
01/07/2026	Bill	445728	01/17/2026	91	22.97	22.97
01/16/2026	Bill	446190	01/26/2026	82	189.96	189.96
01/20/2026	Bill	446356	01/30/2026	78	34.99	34.99
01/22/2026	Bill	315297	02/01/2026	76	7.30	7.30
01/28/2026	Bill	446748	02/07/2026	70	10.99	10.99
01/30/2026	Bill	446879	02/09/2026	68	5.99	5.99
02/13/2026	Bill	447522	02/23/2026	54	51.98	51.98
02/22/2026	Bill	206440	03/04/2026	45	3.59	3.59
02/28/2026	Bill	448231	03/30/2026	19	27.99	27.99
03/12/2026	Bill	448827	04/11/2026	7	97.98	97.98
03/20/2026	Bill	449261	04/19/2026	-1	69.99	69.99
03/22/2026	Bill	206523	04/21/2026	-3	4.97	4.97
Total for SOUTHERN WHOLESALE					\$577.65	\$577.65
Tracer Electronics, LLC						
11/14/2025	Bill	151535	12/14/2025	125	6,141.47	6,141.47
Total for Tracer Electronics, LLC					\$6,141.47	\$6,141.47
TRI-STATE ELECTRONICS						
02/01/2026	Bill	12052051	02/11/2026	66	175.00	175.00
03/01/2026	Bill	12052075	03/11/2026	38	175.00	175.00
04/01/2026	Bill	12052096	04/11/2026	7	175.00	175.00
Total for TRI-STATE ELECTRONICS					\$525.00	\$525.00
Wascon Inc						
12/10/2025	Bill	83853	12/20/2025	119	13,088.83	13,088.83
12/10/2025	Bill	83854	12/20/2025	119	36,656.49	36,656.49
01/06/2026	Bill	84261	01/16/2026	92	31,472.66	31,472.66
Total for Wascon Inc					\$81,217.98	\$81,217.98
WASTE CONNECTIONS						
02/01/2026	Bill	7981618W055	02/11/2026	66	167.84	167.84
03/01/2026	Bill	8019435W055	03/11/2026	38	163.15	163.15
04/01/2026	Bill	8083528W055	04/11/2026	7	165.56	165.56
Total for WASTE CONNECTIONS					\$496.55	\$496.55
WATER SERVICE CORPORATION OF KENTUCKY						
11/19/2025	Bill		01/18/2026	90	2,000.00	2,000.00
11/19/2025	Bill		01/18/2026	90	4,000.00	4,000.00
01/14/2026	Bill	1142026	01/24/2026	84	4,000.00	4,000.00

Unpaid Bills Report

BLACK MOUNTAIN UTILITY DISTRICT

As of Apr 10, 2026

DATE	TRANSACTION TYPE	NUM	DUE DATE	PAST DUE	AMOUNT	OPEN BALANCE
02/11/2026	Bill		02/21/2026	56	4,480.00	4,480.00
Total for WATER SERVICE CORPORATION OF KENTUCKY					\$14,480.00	\$14,480.00
TOTAL					\$747,800.62	\$747,965.60

Schedule 3.16

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Schedule 7.2

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Schedule 9.1

As required by the Agreement, Black Mountain and/or Kentucky American are working to complete this schedule.

Service List for 2026-00097

* L. Allyson Honaker
Honaker Law Office, PLLC
1795 Alysheba Way
Suite 1203
Lexington, KY 40509

* Anne Trout
Kentucky-American Water Company
2300 Richmond Road
Lexington, KY 40502

* Black Mountain Utility District
609 Four Mile Road
Baxter, KY 40806-8437

* Emily Bytnar
Kentucky-American Water Company
2300 Richmond Road
Lexington, KY 40502

* Heather Temple
Honaker Law Office, PLLC
1795 Alysheba Way
Suite 1203
Lexington, KY 40509

* Honorable Lindsey W Ingram, III
Attorney at Law
STOLL KEENON OGDEN PLLC
300 West Vine Street
Suite 2100
Lexington, KY 40507-1801

* Meredith L. Cave
Honaker Law Office, PLLC
1795 Alysheba Way
Suite 1203
Lexington, KY 40509

* Monica Braun
STOLL KEENON OGDEN PLLC
300 West Vine Street
Suite 2100
Lexington, KY 40507-1801

* Kentucky-American Water Company
2300 Richmond Road
Lexington, KY 40502