

WINCHESTER MUNICIPAL UTILITIES COMMISSION
and
KENTUCKY-AMERICAN WATER COMPANY

SECOND AMENDMENT TO WATER PURCHASE AGREEMENT

This Second Amendment to Water Purchase Agreement made and entered into this 17th day of OCTOBER 2013, by and between WINCHESTER MUNICIPAL UTILITIES COMMISSION (hereinafter referred to as "WMU") and KENTUCKY-AMERICAN WATER COMPANY (hereinafter referred to as "KAWC"),

WITNESSETH

WHEREAS, the parties have heretofore entered into a Water Purchase Agreement dated June 1, 2001 for the provision of water services by WMU to KAWC (hereinafter "Water Purchase Agreement"), and

WHEREAS, the parties agreed to amend the Water Purchase Agreement by an Amendment to Water Purchase Agreement dated April 17, 2003 (hereinafter "Amended Agreement"), and

WHEREAS, Exhibit "A" and Exhibit "B" collectively define the KWAC Service Territory for purposes of the Amended Agreement, and

WHEREAS paragraph 4 of the Amended Agreement specifies the effective date and term of the Agreement, and

WHEREAS, the parties are desirous of amending Exhibit "A" to the Amended Agreement to allow WMU to serve properties fronting Lisletown Lane, Lisletown Court, and Lisletown Trail , which properties have heretofore been part of the KAWC Service Territory for purposes of the Water Purchase Agreement and the Amended Agreement, and



WHEREAS, the parties further desire to amend the Water Purchase Agreement and the Amended Agreement to provide different terms of termination,

NOW THEREFORE, the parties agree to amend the Water Purchase Agreement and the Amended Agreement as follows:

1. Exhibit "A" to the Amended Agreement is modified solely to reflect that the KAWC Service Territory shall not include those properties fronting Lisletown Lane, Lisletown Court, and Lisletown Trail, in Clark County, Kentucky and the WMU Service Territory shall include such properties. Exhibit "A" to the Amended agreement is amended so as to exclude those properties shown on Exhibit "A-1" hereto which exhibit identifies properties fronting on Lisletown Lane, Lisletown Court, and Lisletown Trail which hereafter may be served by WMU. Except as so modified all other territories shown on Exhibit's A and B of the Water Purchase Agreement and Amended Agreement shall remain in full force and effect and shall be served by WMU and KAWC in accord with the terms and provisions of said agreements and this agreement.

2. The effective date, term and termination rights of the Water Purchase Agreement and as set forth in paragraph 4 of the Amended Agreement is amended to provide as follows:

4. **Effective Date, Term of Agreement, and Termination Rights.** This Agreement shall become effective October 13, 2001 and shall remain in force and effect for a period of twenty (20) years thereafter; provided, however, that KAWC shall have the right to renew and extend this Agreement for an additional period of twenty (20) years if it so desires, upon written notice to WMU at least two (2) years prior to the expiration of the first twenty-year term. Notwithstanding the foregoing and any other term of the Water Purchase Agreement and Amended Agreement, KAWC shall have the right to terminate the agreement upon two (2) years

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written notice to WMU and WMU shall have the right to terminate the agreement upon four (4) years written notice to KAWC.

3. In all other respects, the Amended Agreement shall remain in full force and effect as previously adopted.

WINCHESTER MUNICIPAL
UTILITIES COMMISSION

By Michael S. Anderson
Mike Anderson, Chairman

ATTEST:

Michael J. Zep

KENTUCKY-AMERICAN
WATER COMPANY

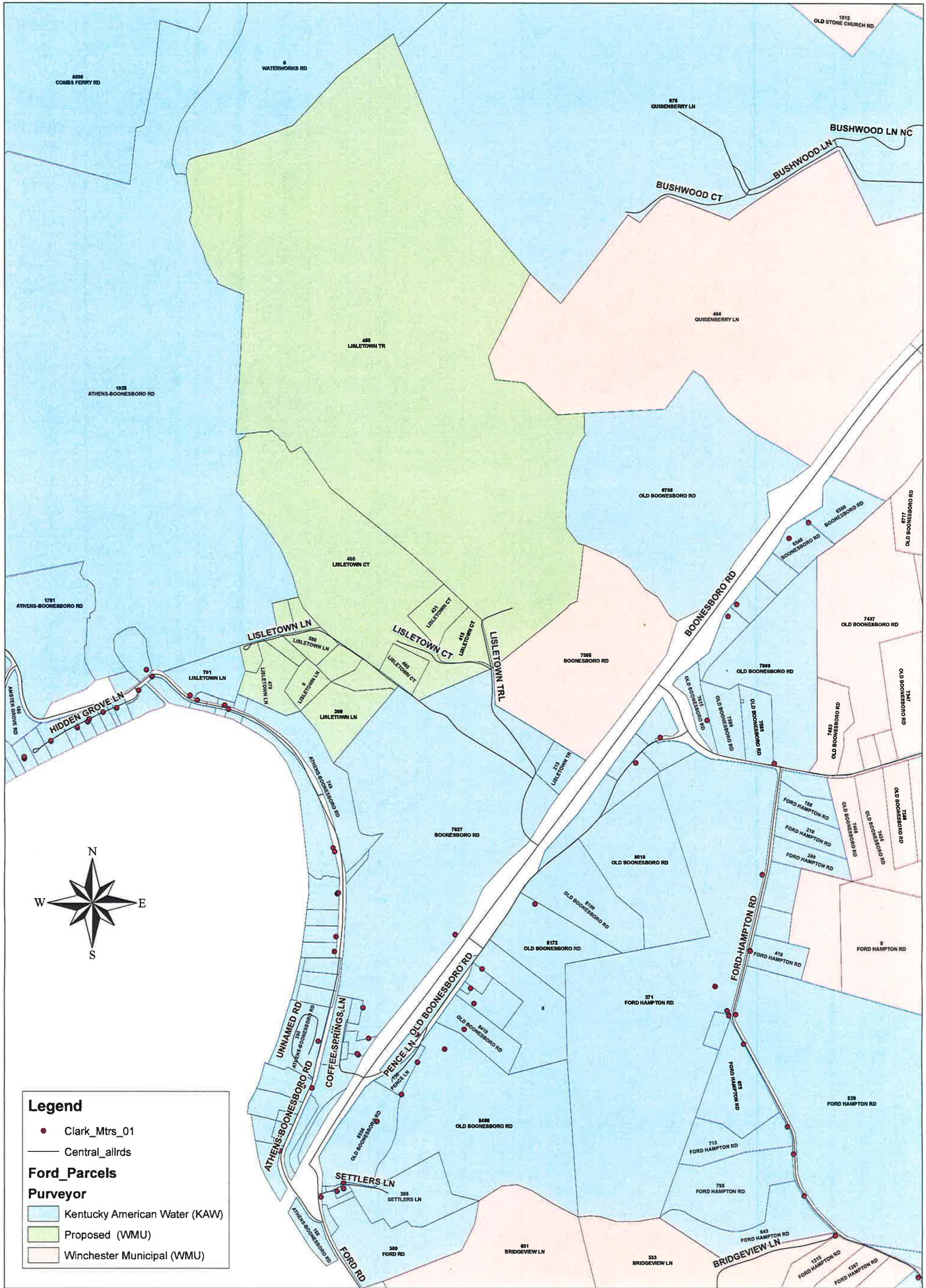
By Keith Carter

ATTEST:

Jim

WINCHESTER MUNICIPAL
UTILITIES COMMISSION
APPROVED 10-17-13



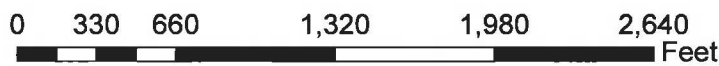


Legend

- Clark_Mtrs_01
- Central_allrds

Ford_Parcels Purveyor

- Kentucky American Water (KAW)
- Proposed (WMU)
- Winchester Municipal (WMU)



Lissetown Area
FORD-HAMPTON AREA
 EXHIBIT A-1

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