

# AMENDMENT

This amendment modifies the Wholesale User Agreement ("Agreement") for water sales between the Hardin County Water District No. 1 ("District") and the Hardin County Water District No. 2 ("Customer") which agreement was executed by the District on October 30, 2003 and submitted to the Public Service Commission in January, 2004. This amendment changes and replaces certain sections of the Agreement, however all other sections and terms of the agreement not modified herein, shall remain in place and unchanged. This amendment also supercedes and replaces all previous amendments.

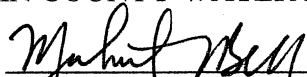
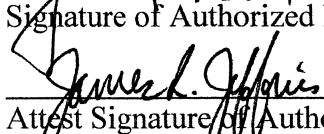
Both parties to this amendment do hereby agree that the following sections and language replace the same numbered sections of the Agreement and shall remain in affect until modified again by both parties;

Section 10 Volume and Quantity, subsection E, subsection I (pertaining to Special Conditions of the Agreement and flows available at different interconnect points) shall be replaced with the following;

- I.1 *Water can be delivered at one of three (3) locations being: 1) the District's Longview Tank, 2) the customer's Franklin Crossroads vault on Highway 86, and 3) a point on the NE right of way of Highway 1600, approximately 600 feet SE of the intersection of Highway 1600 and Owsley Road. As the customer is not currently purchasing water from the District, there is not a volume commitment offered with this agreement. The customer will be able to purchase water after a seven (7) day advance notice or sooner if an emergency caused by a catastrophic event, equipment failure or water contamination and the volume delivered will be limited to what the District hydraulically is able to commit at that time given the prior commitments to its other wholesale customers as well as the capacity demands of its own retail customers.*
- I.2 *Anytime that the District's water treatment plant and high service pumps are taken offline for scheduled maintenance, improvements, emergency repairs or any other reason, the customer will only be able to receive water at the District's Longview Tank location.*

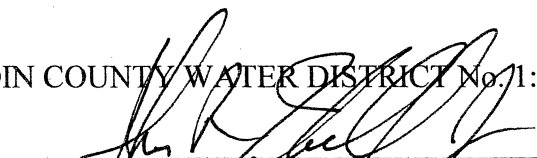
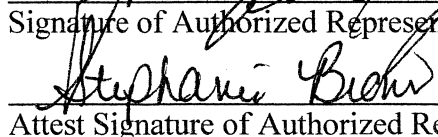
The following representative(s) have been authorized to sign and execute this amendment and have read and agreed to its terms and conditions. A formal approval by the customer's governing body is required and the date of said approval shall be written below. This agreement is not valid until it has been reviewed and agreed to by the District's Board of Commissioners who will direct its representatives to sign and execute the agreement only after approval first by the customer and then by the District;

HARDIN COUNTY WATER DISTRICT No. 2:

 _____ Signature of Authorized Representative	<u>6-7-07</u> _____ Date
 _____ Attest Signature of Authorized Representative	<u>6-7-07</u> _____ Date


Tuesday June 19, 2007  
\_\_\_\_\_  
Date of Approval action by Board of Commissioners, Hardin County Water District No. 2

HARDIN COUNTY WATER DISTRICT No. 1:

 _____ Signature of Authorized Representative	<u>6-26-07</u> _____ Date
 _____ Attest Signature of Authorized Representative	<u>6-26-07</u> _____ Date

MAY 15, 2007  
\_\_\_\_\_  
Date of Approval action by District's Board of Commissioners

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**  
**EFFECTIVE**  
7/28/2007  
**PURSUANT TO 807 KAR 5:011**  
**SECTION 9 (1)**

By   
\_\_\_\_\_  
**Executive Director**

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HARDIN COUNTY WATER DISTRICT No. 2:

Mahmut Bell  
Signature of Authorized Representative

6-7-07

Date

James L. Jeffries  
Attest Signature of Authorized Representative

6-7-07

Date

Tuesday June 19, 2007

Date of Approval action by Board of Commissioners, Hardin County Water District No. 2

HARDIN COUNTY WATER DISTRICT No. 1:

[Signature]  
Signature of Authorized Representative

Stephanie Brown  
Attest Signature of Authorized Representative

MAY 15, 2007

Date of Approval action by District's Board of Commissioners

PUBLIC SERVICE COMMISSION  
OF KENTUCKY

6-26-07  
EFFECTIVE  
7/28/2007

DATE  
DUANT TO 807 KAR 5:011  
SECTION 9 (1)

6-26-07

By [Signature]  
Executive Director