

SECOND ADDENDUM

This **SECOND ADDENDUM** made and entered into between the **CITY UTILITIES COMMISSION** of Corbin, Kentucky, (hereinafter referred to as "City") and **CUMBERLAND FALLS HIGHWAY WATER DISTRICT** (hereinafter referred to as "District");

WITNESSETH:

WHEREAS, the parties have previously entered into a water purchase contract dated May 15, 1968, and now desire to modify the terms of said contract and for a valuable consideration, the receipt of which is hereby acknowledged, including the hereinafter expressed covenants, the previous water purchase contract entered into on May 15, 1968, between the parties is amended as follows:

A) Paragraph "C" (1) is amended to read as follows:

1) (Term of Contract) That this contract shall extend for a term of sixty (60) years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

B) Paragraph "C" (4) is amended to read as follows:

4) (Limitation) It is mutually understood and agreed by and between the parties hereto that the first and primary obligation of the City is to furnish water to the City of Corbin, Kentucky. It is also agreed that the City will operate and maintain its system in a reasonably efficient manner and will take such reasonable action as may be necessary to furnish the purchaser with quantities of water required by the purchaser. In the event of an emergency or shortage of water, the supply of water to the Purchaser shall be reduced or diminished proportionately as the supply to City's consumers is reduced. Temporary or partial failures to deliver water shall be remedied as soon as reasonably possible.

In all other respects, the previous contract between the parties is ratified and confirmed except insofar as it was amended by the previous addendum.

JOHNSON
and
MINSON, JR.
Attorneys at Law
Corbin, Kentucky

PUBLIC SERVICE COMMISSION
OF KENTUCKY
CORBIN, KY.

SEP 18 1968

FORBES, JAMES KANBOLL,
Secretary

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies have caused this contract to be duly executed in five counterparts, each of which shall constitute an original.

UTILITIES COMMISSION OF
CORBIN, KENTUCKY

By C. Hascom Reasor
C. Hascom Reasor
Chairman 3/11/69

Attest:

R. C. Gilliam
R. C. Gilliam
Secretary

CUMBERLAND FALLS HIGHWAY
WATER DISTRICT

By W. B. Early, Jr.
W. B. Early, Jr.
Chairman

Attest:

Josephine Ellison
Josephine Ellison
Secretary

This contract is approved on behalf of Farmers Home Administration this the _____ day of _____, 1969.

This contract is approved on behalf of Economic Development Administration this the _____ day of _____, 1969.

PUBLIC SERVICE COMMISSION
OF KENTUCKY

SEP 18 1969

BY [Signature]
PUBLIC SERVICE COMMISSION MANAGER

JOHNSON
and
JOHNSON, JR.
Attorneys at Law
Covington,
Kentucky