

FIRST AMENDMENT TO
SECOND WATER PURCHASE AGREEMENT

This First Amendment to the Second Water Purchase Agreement (the “Second Agreement”) effective December 7, 2022 is hereby entered into this 19 day of May, 2026 by and between:

LOUISVILLE WATER COMPANY
A Municipally-owned Corporation
550 South Third Street
Louisville, KY 40202

(“LOUISVILLE WATER”)

and

HARDIN COUNTY WATER DISTRICT NO. 2
A Water District
Governed by a Board of Commissioners
Pursuant to KRS Chapter 74
P.O. Box 970
1951 West Park Road
Elizabethtown, KY 42701

(HCWD2)

WITNESSETH:


WHEREAS, HCWD2 anticipated the need to purchase additional quantities of finished water from LOUISVILLE WATER beyond the 5 million gallons per day (MGD) currently available due to the Ford BlueOval SK EV battery project in Glendale, Kentucky;

WHEREAS, HCDW2 and LOUISVILLE WATER entered into a Second Water Purchase Agreement (“Second Agreement”), effective December 7, 2022 to set forth mutually acceptable terms providing for the construction of improved facilities to deliver and commitments to purchase sufficient water to meet HCWD2 anticipated future finished water needs;

WHEREAS, HCWD2’s recent projections of water capacity needs with Ford’s plans to pivot away from EV battery production at the Ford BlueOval SK development in Hardin County, indicate Phase 2 Facilities and the 11 MGD capacities specified in the Second Agreement will not be needed in the foreseeable future;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, LWC and HCWD2 (hereafter, collectively referred to as the “Parties”) agree as follows:

Section 1. Quantities of Water to be Purchased, is amended i
minimum purchase commitments based on delaying the constr
such time as the additional capacity is needed:

KENTUCKY PUBLIC SERVICE COMMISSION  Linda C. Bridwell Executive Director
EFFECTIVE 6/29/2026 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

LOUISVILLE WATER agrees to pay for and construct improved water mains and other related facilities (“Facilities”) as described more particularly in Exhibit A, Phase1 Facilities. LOUISVILLE WATER will further own, operate and provide for such Facilities continued maintenance and repair.

Implementation of Phase 2 Facilities referenced in the Second Agreement will be delayed until HCWD2 needs the additional finished water capacity. It is understood that construction of Phase 2 Facilities to increase supply capacities to 11 MGD will require both parties, in good faith, to negotiate new minimum purchase requirements based on the capital costs required to construct Phase 2 improvements.

LOUISVILLE WATER further agrees to furnish finished water to HCWD2 through the Facilities up to the point of delivery (“Point of Delivery”). Such finished water shall comply with all applicable state and federal regulatory agency standards for the provision of finished water. LOUISVILLE WATER agrees to provide such finished water according to and at such capacities as are defined more particularly in Table 1 below.

HCWD2 agrees to buy such quantities of finished water according to and at such quantities as are defined more particularly in Table 2 below. The capacity of finished water to be made available by LOUISVILLE WATER to HCWD2 are set forth in Table 1 below:

Table 1. Finished Water Supply Capacities to HCWD2

PHASE	Available By	Daily Capacity (MGD)
Current	5/1/2021	5
Phase 1	12/31/2026	7
Phase 2	Future	11


The minimum quantity of finished water to be purchased by HCWD2 (the “Total Minimums to be Purchased”) from LOUISVILLE WATER pursuant to the terms of this First Amendment to the Second Agreement are set forth more particularly in Table 2 below:

Table 2. Total Minimums to be Purchased

Term	Year (s)	Total Minimum to be Purchased (average day)	Total Minimum to be Purchased (yearly)
Current	2022-2024	1.0 MGD	365.0 MG
One	2025	2.0 MGD	730.0 MG
Two	2026-2030	2.5 MGD	912.5 MG
Three	2031-2035	3.0 MGD	1,095.0 MG
Four	2036-2040	4.5 MGD	1,575.0 MG
Five	2041-2045	5.0 MGD	1,825.0 MG
Six	2046-2074	6.0 MGD	2,190.0 MG

In addition to HCDW2’s commitment to purchase the minimum and as specified in Table 2 above, HCDW2 further agrees that:

- a. During the Current Term (Year 2022-2024), HCWD2 shall continue to pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives, but in no event


Linda C. Bridwell
 Executive Director
 KENTUCKY PUBLIC SERVICE COMMISSION
 EFFECTIVE 6/29/2026
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

shall HCWD2 pay for less than 365 million gallons of water per calendar year (average of 1 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the current Term Annual Minimum that it will pay LOUISVILLE WATER the difference between the Current Term Annual Minimum and the value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.

- b. During Term One (Year 2025). Beginning January 1, 2025, HCWD2 shall pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives, but in no event shall HCWD2 pay for less than 730 million gallons of water per calendar year (average of 2 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Term One Annual Minimum that it will pay LOUISVILLE WATER the difference between the Term One Annual Minimum and the value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.
- c. During Term Two (Years 2026-2030). Beginning January 1, 2026, HCWD2 shall pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives but in no event shall HCWD2 pay for less than 912.5 million gallons of water per calendar year (average of 2.5 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Term Two Annual Minimum that it will pay LOUISVILLE WATER the difference between the Term Two Annual Minimum and the value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.
- d. During Term Three (Years 2031-2035). Beginning January 1, 2031, HCWD2 shall pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives, but in no event shall HCWD2 pay for less than 1,095.0 million gallons of water per calendar year (average of 3 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Term Three Annual Minimum that it will pay LOUISVILLE WATER the difference between the Term Three Annual Minimum and the value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.
- e. During Term Four (Years 2036-2040). Beginning January 1, 2036, HCWD2 shall pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives, but in no event shall HCWD2 pay for less than 1,642.5 million gallons of water per calendar year (average of 4.5 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Term Four Annual Minimum that it will pay LOUISVILLE WATER the difference between the Term Four Annual Minimum and the value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.
- f. During Term Five (Years 2041-2045). Beginning January 1, 2041, HCWD2 shall pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives but in no event shall HCWD2 pay for less than 1,825 million gallons of water per calendar year (average of 5 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Term Five Annual Minimum that it will pay LOUISVILLE WATER the difference between the Term Five Annual Minimum and the

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

Linda C. Bridwell

6/29/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.

- g. During Term Six (Years 2046-2074). Beginning January 1, 2046, HCWD2 shall pay LOUISVILLE WATER on a monthly basis for the actual quantity of water it receives, but in no event shall HCWD2 pay for less than 2,190 million gallons of water per calendar year (average of 6 million gallons of water per day). HCWD2 agrees that if its actual water usage is less than the Term Six Annual Minimum that it will pay LOUISVILLE WATER the difference between the Term Six Annual Minimum and the value of the actual quantity used. HCWD2 agrees to pay such difference within thirty days of the end of the calendar year.

Further, should any third-party offer to sell HCWD2 (upon such terms as HCWD2 is willing to accept) finished water at any time during the term of this Second Agreement as amended, HCWD2 agrees (prior to acceptance of the offer) to first provide LOUISVILLE WATER with the Right of First Refusal to supply such finished water to HCDW2. In addition, should HCWD2 desire to sell all or any portion of its water system to any third-party, or to otherwise enter into an operations and maintenance agreement with a third-party providing for the operations and maintenance of any portion of its water system, HCWD2 further agrees (prior to offering or otherwise accepting such offers) to first provide LOUISVILLE WATER with the Right of First Refusal to purchase all or any portion of HCDW2's water system, or to otherwise provide for the operations and maintenance of services. HCWD2 agrees to make available in writing to LOUISVILLE WATER all relevant documents, materials, terms and conditions regarding any and all such third-party offers pertaining to any of the foregoing matters. Upon receipt of all materials, LOUISVILLE WATER agrees to respond to HCWD2 no later than 30 days following receipt of such documents, materials, terms and conditions, either exercising or otherwise declining to exercise its rights of first refusal as specified herein.

The parties reaffirm that this First Amendment, and the Second Agreement as amended hereby, shall not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. For purposes of this provision, a merger, consolidation, or transfer of all or substantially all of HCWD2's water system assets to a third party shall constitute an assignment requiring Louisville Water's consent."

All other terms and conditions as outlined in the Second Agreement dated September 20, 2022 and effective December 7, 2022, which are not contrary to the terms and conditions contained in this First Amendment, are in full force and effect as if fully restated herein. To the extent of any conflict in terms and conditions, the provisions of this First Amendment prevail over the provisions of the Second Agreement.

IN TESTIMONY WHEREOF, witness the signatures of the Parties by their duly authorized officers (as evidenced by resolutions of their respective governing boards), as of the day and year first above written, it being understood and agreed that this First Amendment to the Second Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement.

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director

**EFFECTIVE
6/29/2026
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)**

For
LOUISVILLE WATER COMPANY

Signed by:

Spencer Bruce

DA2A9BC2A847431...

Spencer W. Bruce, PE
President & CEO

For
HARDIN COUNTY WATER
DISTRICT NO. 2

Michael L. Bell

Michael L. Bell, Chairman

Approved for Legality and Form:

DocuSigned by:

Michael F. Tigue

A7B342E19418492...

Michael F. Tigue
Vice President, General Counsel and
Corporate Secretary

Approved for Legality and Form:

Damon R. Talley

Damon R. Talley
Legal Counsel for HCWD2

