

LFUCG Agreement Amendment

THIS FIRST AMENDMENT made and entered into this 16th day of August by and between City of Cincinnati ("Cincinnati") and the Lexington-Fayette Urban County Government (the "LFUCG"):

WHEREAS, Cincinnati, on behalf of its Greater Cincinnati Water Works, and LFUCG have previously entered into an Agreement dated as of March 8, 2012 (the "Agreement"), under which Cincinnati has agreed to provide customer service, billing, and collection services for LFUCG;

WHEREAS, Cincinnati intends to enter into a Third Party Sender Agreement (the "TPS Agreement") with Fifth Third Bank (the "Bank"), an Ohio banking corporation, such TPS Agreement to set forth the terms under which Cincinnati may initiate credit and debit entries by means of the Automated Clearing House Network ("Automatic Entries") for its customers, which, under the Agreement, include LFUCG and its customers;

WHEREAS, the TPS Agreement requires that the Bank and Cincinnati comply with all terms of the Operating Rules and Operating Guidelines (the "Operating Rules") of the National Automated Clearing House Association regarding Automatic Entries;

WHEREAS, Cincinnati intends that one of the services it will provide to customers of LFUCG will be the ability pay LFUCG bills through Automatic Entries pursuant to the Operating Rules;

WHEREAS, Cincinnati and LFUCG wish to amend the Agreement to reflect that any Automatic Entries will be offered, obtained, authorized and transmitted in accordance with the Operating Rules;

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions contained herein, the parties hereby agree as follows:

1. The first paragraph of Section 4 of the Agreement is hereby amended to read in its entirety as follows:

The parties agree that an initial Business & Operations Procedures Plan (BOPP) further detailing the specific services and processes shall be developed by no later than June 1, 2012 in order to support the initiation of services by no later than September 1, 2012. The BOPP shall be in writing and as agreed to by the parties and shall be subject to further modification as necessary. In the event of any inconsistencies between the BOPP and the Operating Rules, the Operating Rules shall govern. The final BOPP shall be attached as Exhibit D and incorporated herein by reference as if fully stated. The Commissioner of Finance or his/her

designee for LFUCG and the Director of GCWW or his/her designee shall be authorized to execute the BOPP and any amendments thereto.

2. Subsection (c) of Section 4 of the Agreement is hereby amended to read in its entirety as follows:

It is anticipated that over the life of this Agreement, LFUCG may decide to change billing methodologies for one or more of its utility services or add billing services. LFUCG will advise Cincinnati as soon as practical of such anticipated changes and will work with Cincinnati to develop a reasonable implementation schedule for the changes. Cincinnati will advise LFUCG how best to achieve the methodology change within the baseline software and the on-going operational costs, if any. If implementation of the changes within the baseline software is not feasible, then Cincinnati will advise LFUCG of the cost to modify the software to complete the method change. If LFUCG chooses to proceed with the method change, then LFUCG will reimburse Cincinnati for the costs to complete the software modification and its on-going costs. Costs may also be reimbursed through an adjustment to the Service Fee by agreement of the parties. LFUCG will make no such changes that conflict with the Operating Rules.

3. Subsection (d) of Section 4 of the Agreement is hereby amended to read in its entirety as follows:

LFUCG shall be notified in writing in advance by at least ninety (90) days in the event Cincinnati determines to change the billing methodology or technology used to bill LFUCG customers. Any such change shall be at no cost to LFUCG and must not result in any degradation in the level of service to LFUCG. Cincinnati shall make no such change that conflicts with the Operating Rules. If upon a system modification, there is a degradation in the level of service to LFUCG which Cincinnati is not able to satisfactorily address within thirty (30) days after being provided notice, then LFUCG may terminate this Agreement for cause by providing Cincinnati with at least one hundred and eighty (180) days advanced written notice unless the parties otherwise agree.

4. Subsection (m) is hereby added to Section 7 of the Agreement to read in its entirety as follows:

Cincinnati will ensure that Automatic Entries will be offered to, obtained from, and authorized by LFUCG Customers in accordance with the Operating Rules.

5. Subsection (a) of Section 9 of the Agreement is hereby amended to read in its entirety as follows:

Cincinnati shall provide LFUCG customers, at no additional cost to LFUCG, direct access to Cincinnati's Interactive Voice Response (IVR) system providing

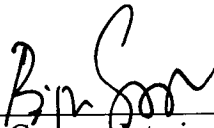
customers with the option of navigating through self-service selections or the opportunity to speak directly with a Customer Service Representative. Through the IVR self-service selections, Cincinnati will provide LFUCG customers the ability to make credit/debit card payments based on a convenience fee model via Cincinnati's third party payment processing vendor and the ability to check account information, including account balance and history information. The IVR solution will be customized to indicate to LFUCG callers that it is an LFUCG IVR. The Operating Rules shall govern any Automatic Entries obtained via a Customer Service Representative or via the IVR system.

6. Subsection (f) of Section 13 of the Agreement is hereby amended to read in its entirety as follows:

Cincinnati has and will during the term of this Agreement continue to comply fully with all applicable state and federal laws and regulations and the Operating Rules in the performance of this Agreement.

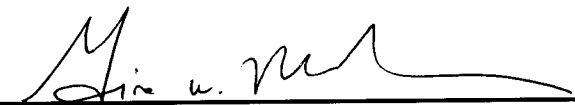
IN WITNESS WHEREOF, the Director of Greater Cincinnati Water Works, as authorized by Section 401-90 (a) of the Cincinnati Municipal Code, and the Lexington-Fayette Urban County government of Lexington, Kentucky, as authorized by Res. No. 435-2012 have hereto executed this Amendment No. 1 as of August 16, 2012.

RECOMMENDED and APPROVED
CITY OF CINCINNATI:



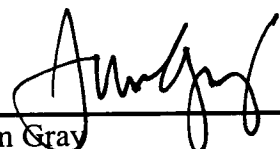
Biju George, Interim Director
Greater Cincinnati Water Works

APPROVED AS TO FORM:



City of Cincinnati
Assistant City Solicitor

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT



Jim Gray
Mayor