

AMENDING AGREEMENT

THIS AGREEMENT made in triplicate this 31st day of January A.D. ²⁰⁰⁰~~1999~~.

BETWEEN

SASKATCHEWAN WATER CORPORATION, a Crown Corporation, duly incorporated under the laws of the Province of Saskatchewan, with its head office in the City of Moose Jaw, in the Province of Saskatchewan, (hereinafter called "the Corporation")

OF THE FIRST PART

- and -

CITY OF MELFORT, in the Province of Saskatchewan, (hereinafter called "the Consumer")

OF THE SECOND PART

WHEREAS the Consumer and the Corporation entered into a certain Water Supply Contract in writing dated the tenth day of September A.D., 1991, which Contract is hereinafter referred to as the "Original Contract"; and,

WHEREAS the Consumer and the Corporation desire to make certain amendments to the said Original Contract;

NOW THEREFORE the Consumer and the Corporation agree as follows:

1. The Original Contract is hereby amended by:

.1 The deletion of Clause 2 (a) (vii) under Article IX and the insertion in its stead of the following:

“(vii) from January 1 to December 31 in the year 2000 and in each succeeding year in the initial term of this Agreement and in the first renewal term of ten (10) years and the second renewal term of five (5) years, the rate will be the rate in the previous year plus 75% of the first 5% of the increase in the Consumer Price Index in the one year period ending on October 31 of that previous year, plus 20% of any increase in the Consumer Price Index in excess of 5% in the same period. The price will be established for each period by Sask Water within these guidelines. The price will be calculated to allow Sask Water to operate the water treatment facilities on a break-even basis, including a reasonable return on capital investment.”

.2 The addition of Clause 7 under Article VII by insertion of the following:

“7. Under no circumstances when the measuring equipment is determined to be measuring inaccurately or out-of-service shall Sask Water be obligated to adjust previous metering records beyond the previous twelve months or the elapsed period since the last test, whichever the shorter period.”

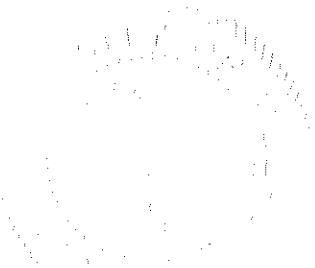
.3 The addition of Clause 2 (c) under Article IX by insertion of the following:


“(c) The Consumer agrees that taxes applicable to any fees, charges or payments under this Agreement shall be the responsibility of the Consumer and will be paid in excess of the fees, charges or payments set out in this Contract. It is also agreed that such payments of tax are to be made at the same periodic times as has been agreed to pay such fees, charges or payments.”

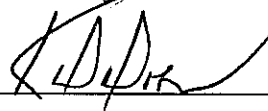
IN WITNESS WHEREOF the Parties hereto have caused their corporate seals to be affixed, attested by their proper officers duly authorized in that behalf, as of the day and year first above written.

SEAL:

CITY OF MELFORT







SEAL:

SASKATCHEWAN WATER CORPORATION

