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EKPC Standard Form -
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INDUSTRIAL POWER AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of September, 1991, by and between FOX CREEK RURAL ELECTRIC COOPERATIVE CORPORATION, a Kentucky corporation with its principal offices at 1200 Versailles Road, Lawrenceburg, Kentucky, hereinafter referred to as the "Cooperative", and MOSINEE PAPER CORPORATION, dba BAY WEST PAPER CORPORATION, a Wisconsin corporation with its principal offices at 1150 Industry Road, P. O. Box 189, Harrodsburg, Kentucky 40330, hereinafter referred to as "Customer".

W I T N E S S E T H:

WHEREAS, Cooperative is a rural electric cooperative providing retail electric service in Mercer County, Kentucky, and

WHEREAS, Cooperative is a member of East Kentucky Power Cooperative, Inc., hereinafter referred to as "EKPC", and purchases all of its wholesale electric power and energy from EKPC, and

WHEREAS, Customer is a member of Cooperative and desires to purchase all of its retail electric power and energy needs from Cooperative, under the terms and conditions contained herein, to serve its Harrodsburg plant (hereinafter referred to as its "plant").

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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Christa Helle
PUBLIC SERVICE COMMISSION MANAGER

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

1. Term. This Agreement shall become effective as of October 1, 1991, subject to the provisions of Section 13. This Agreement shall continue in effect for a term of five (5) years from said effective date and shall continue thereafter unless terminated by either party by providing written notice of such termination at least one (1) year prior to the desired termination date.
2. Availability of Power. Subject to the other provisions of this Agreement, Cooperative shall make available to Customer, and the Customer shall take and purchase from Cooperative, all of Customer's requirements for firm power and energy for the operation of Customer's said plant. The "contract demand" under this Agreement shall be 1000 kW, subject to adjustment by Customer as provided hereinbelow. Customer shall initially be served hereunder on Cooperative rate Schedule C1, subject to Customer's option to change to rate Schedule B1, as provided in Section 6, hereinbelow.

During such periods that Customer is served under Cooperative's rate Schedule B1 only, contract demand may be increased, up to a maximum of 4999 kW, upon one month advance notice to Cooperative. Customer shall have the right to decrease said contract demand, in increments not to exceed 1000 kW, upon three months advance notice to

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BY: Sharon Hallee
PUBLIC SERVICE COMMISSION MANAGER

Cooperative. Contract demand shall not be decreased below a minimum of 1000 kW. Customer shall not have the right to modify the contract demand during periods when rate Schedule C1 applies.

The power and energy made available to Customer hereunder shall be delivered, taken, and paid for in accordance with the terms hereof and the applicable tariff of the Cooperative, Schedules C1 or B1, as approved by the Kentucky Public Service Commission (the "P.S.C.") and as modified from time to time by appropriate authority, copies of which are attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of this Agreement and said tariffs, the latter shall control.

3. Conditions of Delivery. The point of delivery for firm power and energy made available hereunder shall be the point at which Customer's facilities connect to Cooperative's facilities. The power and energy made available hereunder shall be in the form of 3-phase alternating current at a frequency of approximately 60 hertz and at a nominal voltage of 7200/12470Y. Regulation of voltage shall be within such limits as prescribed by the applicable rules and regulations of the P.S.C. Maintenance by Cooperative at said point of delivery of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Agreement. The power and energy taken by Customer hereunder shall be measured by meters and associated metering equipment to be or caused to be

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BY: Shirley D. Latta
PUBLIC SERVICE COMMISSION MANAGER

installed, operated, and maintained by Cooperative of EKPC. None of such electric power and energy shall be resold to third parties.

Neither Cooperative nor EKPC shall be obligated to provide or be responsible for providing protective equipment for Customer's lines, facilities, and equipment to protect against single phasing, low voltage, short circuits or any other abnormal system conditions, but Cooperative or EKPC, as the case may be, may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall be capable of satisfactory coordination with any protective equipment installed by Cooperative or EKPC.

4. Electric Disturbances. Customer shall not use the energy delivered under this Agreement in such manner as to cause electric disturbances which may be reasonably expected to (a) cause damage or to interference with Cooperative's system, systems connected with Cooperative's system, or facilities or other property in proximity to Cooperative's system, or (b) prevent Cooperative from serving other purchasers satisfactorily.

Cooperative may, at any time during the term of this Agreement, notify Customer of any such electrical disturbances and, before attempting to take any other action, shall afford Customer a reasonable time and opportunity, under the circumstances involved, to correct or suppress the disturbances. If Customer does not so correct

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BY: Shirley Walker
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or suppress the disturbances, then Cooperative may suspend or discontinue service.

Any interruption of service which may become necessary by reason of this Section shall not relieve Customer from its obligation to pay Cooperative the monthly charge as specified in the attached rate schedule.

5. Right of Removal. Any and all equipment, apparatus, devices or facilities placed or installed, or caused to be placed or installed, by either of the parties hereto or by EKPC on or in the premises of the other party shall be and remain the property of the party owning and installing such equipment, apparatus, devices or facilities regardless of the mode or manner of annexation or attachment to real property of the other. Upon the termination of this Agreement, or any extension thereof, the owner thereof shall have the right to enter upon the premises of the other and shall within a reasonable time remove all or any portion of such equipment, apparatus, devices or facilities, unless otherwise agreed by the parties, or either party and EKPC, as applicable, at the time of such termination.
6. Rates and Charges. Customer shall pay Cooperative monthly for power and energy made available under this Agreement in accordance with the rates, charges, and provisions of Cooperative's effective standard tariff applicable to consumers of the same class as Customer, Schedules ^{PUBLIC SERVICE COMMISSION} as approved by the P.S.C. and as modified, replaced, ^{OF KENTUCKY} adjusted from time to time and approved by the P.S.C. ^{EFFECTIVE} NOV 1 1991

Customer shall be served under rate Schedule C1 for at least one (1) year after the effective date provided in Section 2, hereinabove. After such time, if Customer is qualified, Customer may elect to move to rate Schedule B1, after giving three (3) months advance written notice to Cooperative of such election, and must remain on rate Schedule B1 for at least one (1) year. At the end of such period, Customer may choose to be served under either rate Schedule C1 or B1, and may subsequently change from either rate schedule to the other, so long as Customer is still qualified for the chosen rate, gives Cooperative at least three (3) months advance written notice of its intent to move to the other rate Schedule, and remains on the chosen rate schedule for at least one (1) year.

7. Payment of Bills. Payment for electric power and energy furnished hereunder shall be due and payable at the office of Cooperative monthly in accordance with the applicable provisions of said Schedules C1 or B1. If Customer shall fail to pay any such bill as provided in Schedules, Cooperative may discontinue delivery of electric power and energy hereunder upon fifteen (15) days' written notice to Customer of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligations of Customer to pay the minimum monthly charge provided in the attached rate schedule. All amounts unpaid when due shall be subject to a 5% charge for late payment.

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8. Reduction in Cost of Service. Cooperative is a non-profit Kentucky corporation and Customer will benefit from any savings or reductions in cost of service in the same manner as any comparable customer as authorized by the Kentucky Revised Statutes, and by Cooperative's Articles of Incorporation and Bylaws as now in effect; provided, however, the Cooperative's board of directors may defer retirement of so much of the capital credited to patrons for any year which reflects capital credited to the Cooperative by EKPC until EKPC shall have retired such capital credited to the Cooperative. Customer shall participate in capital credits in accordance with the Kentucky Revised Statutes and Cooperative's Articles of Incorporation and Bylaws.
9. Primary Service. Since service is furnished at primary distribution voltage, a discount of five percent (5%) shall apply to the energy charges. Additionally, Customer agrees to assume responsibility for operating and maintaining the underground service between the meter and the distribution transformers.
10. Notices. Any written notice, demand or request required or authorized under this Agreement shall be deemed properly given to or served on Cooperative if mailed to:

Bob Kincer, General Manager
Fox Creek Rural Electric Cooperative Corporation
P. O. Box 150
Lawrenceburg, KY 40342

Any such notice, demand or request shall be deemed properly given to or served on Customer if mailed to:

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David L. Canavera
Vice President - Converting
Bay West Paper Corporation
1150 Industry Road
P. O. Box 189
Harrodsburg, KY 40330

Each party shall have the right to change the name of the person to whom, or the location where the notices are to be given or served by notifying the other party, in writing, of such change.

11. Successors in Interest. The terms and conditions of this Agreement shall inure to and be binding upon the parties, together with their respective successors in interest. Neither party may assign this Agreement to any other party without the express written consent of the other party, except that Cooperative may assign the Agreement to the Rural Electrification Administration and/or any other lenders to Cooperative without such consent.
12. Force Majeure. The obligations of either party to this Agreement shall be suspended during the continuance of any occurrence, beyond the affected party's control (a "force majeure"), which wholly or partially prevents the affected party from fulfilling such obligations, provided that the affected party gives notice to the other party of the reasons for its inability to perform within a reasonable time from such occurrence. As used in this section, the term force majeure shall include, but is not limited to: acts of God; strikes; wars; acts of a public enemy; floods; storms; floods; civil disturbances; explosions; failures of

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machinery or equipment; interruptions in power deliveries from Cooperative's power supplier; or actions of federal, state or local governmental authorities, which are not reasonably within the control of the party claiming relief.

Notwithstanding the above provisions, no event of force majeure shall relieve Customer of the obligation to pay the minimum monthly charge provided in the attached rate schedules.

13. Approvals. This Agreement is subject to any necessary approvals of the Rural Electrification Administration, any other lenders to Cooperative and the P.S.C.
14. Third Party Beneficiary. The parties hereto recognize that Customer's electric requirements will be served from facilities provided by EKPC. While such facilities will be utilized to provide service to other Customers, approximately thirty percent of the capacity of such facilities, costing approximately \$380,000 will be used primarily to serve Customer. The parties further recognize that a portion of the rates paid by Customer, and likewise paid by Cooperative under EKPC's wholesale rates, compensate EKPC for those facilities over the term of this Agreement. To the extent of its investment in such facilities, EKPC shall be a third-party beneficiary to this Agreement. Customer hereby acknowledges that its obligation to pay the rates provided herein for service is, in part, **PUBLIC SERVICE COMMISSION OF KENTUCKY** to repay EKPC for such facilities and Customer agrees **EFFECTIVE** that EKPC, as a third-party beneficiary providing consideration. **NOV 1 1991**

for this Agreement, shall have the right to bring a cause of action directly to recover its unreimbursed facilities investment in the event of a default of this Agreement by Customer.

15. Modifications. Any future revisions or modifications of this Agreement shall require the advance approval of EKPC, and any necessary approvals by the Rural Electrification Administration, any supplemental lenders to the Cooperative, and the P.S.C.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, in six original counterparts, by their respective officers, thereunto duly authorized, as of the day and year first above written.

ATTEST:

FOX CREEK RURAL ELECTRIC
COOPERATIVE CORPORATION

John L. Gray

By Bob Kincaid, mgr.

ATTEST:

MOSINEE PAPER CORPORATION

Stuart L. Roe (Yount)

By Randy G. Gault, Sec'y U.P.

(BAYWEST)

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