

THIS AMENDMENT TO AGREEMENT made and entered into this 23<sup>rd</sup> day of February, 1973, by and between GREEN RIVER RURAL ELECTRIC COOPERATIVE CORPORATION, a Kentucky corporation, of Owensboro, Kentucky, hereinafter referred to as the "Cooperative", and MARTIN MARIETTA ALUMINUM, INC., a California corporation, with principal offices in Torrance, California, hereinafter referred to as "Customer",

W I T N E S S E T H:

W H E R E A S, by agreement dated November 3, 1965, and supplemental agreements dated January 26, 1966, and July 1, 1969, respectively, the Cooperative did enter into an agreement for electric service with Harvey Aluminum (Incorporated), a California corporation; and

W H E R E A S, said corporation has subsequently changed its name to Martin Marietta Aluminum, Inc., as hereinabove set out; and

W H E R E A S, the Cooperative and the Customer are desirous of and have mutually covenanted and agreed to amend said contract and supplements thereto in certain particulars;

N O W, T H E R E F O R E, in consideration of the mutual covenants of the parties hereto, and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereto do amend their agreement dated November 3, 1965, in the following particulars, to-wit:

Paragraph 11, found on page 7 of the aforesaid agreement, is deleted and held for naught and the parties hereto agree that said paragraph shall now be agreed upon as follows:

"11. Fuel Clause: The energy charge shall be increased or decreased at the rate of 0.106 mills per kilowatt hour for each 1.0 cent, or fraction thereof, by which the weighted average cost of fuel burned during each month in the Cooperative's power supplier's thermal generating plants exceeds or is less than 15.6 cents per million Btu. For the purposes of facilitating the prompt mailing of bills, the fuel adjustment for any month shall be based upon the average cost of fuel and the kilowatt hour consumed by the member during that month, but shall appear as a credit or a debit upon the succeeding monthly bill."

STATE OF KENTUCKY  
COUNTY OF DAVIESS ...Sct.

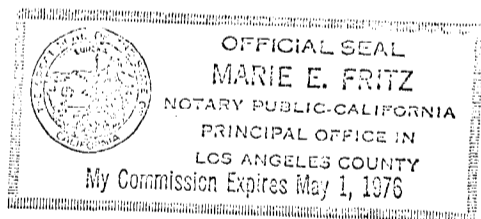
The foregoing instrument was acknowledged before me this  
14 day of February, 1973, by J. R. Miller,  
Manager of Green River Rural Electric Cooperative Corporation,  
a Kentucky corporation, on behalf of the corporation, and I, John B. Warren II,  
John B. Warren II, a notary public, do hereby certify same.

John B. Warren II  
Notary Public, State at Large  
My commission expires: April 1, 1975

STATE OF California  
COUNTY OF Los Angeles ...Sct.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup>  
day of February, 1973, by Roger T. Coleman, Vice President  
of Martin Marietta Aluminum, a California corporation, on behalf of the  
corporation, and I, Marie E. Fritz, a notary public, do  
hereby certify same.

Marie E. Fritz  
Notary Public,  
My commission expires: May 1, 1976



STATE OF KENTUCKY  
COUNTY OF DAVIESS ...Sct.

The foregoing instrument was acknowledged before me this  
14 day of February, 1973, by J. R. Miller,  
Manager of Green River Rural Electric Cooperative Corporation,  
a Kentucky corporation, on behalf of the corporation, and I,  
John B. Warren II, a notary public, do hereby certify same.

John B. Warren II  
Notary Public, State at Large  
My commission expires: April 1, 1975

STATE OF California  
COUNTY OF Los Angeles ...Sct.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup>  
day of February, 1973, by Boger T. Coleman, Vice President  
of Martin Marietta Aluminum, Inc. a California corporation, on behalf of the  
corporation, and I, Marie E. Fritz, a notary public, do  
hereby certify same.

Marie E. Fritz  
Notary Public,  
My commission expires: May 1, 1976

