

AMENDMENT TO AGREEMENT FOR ELECTRICAL SERVICE

THIS AMENDMENT TO AGREEMENT FOR ELECTRICAL SERVICE, made and entered into on this 20th day of November, 1987, by and between GREEN RIVER ELECTRIC CORPORATION, a Kentucky corporation organized under KRS Chapter 279, with its principal office at 3111 Fairview Drive, P.O. Box 1389, Owensboro, Kentucky 42302, hereinafter called "Green River", and NATIONAL-SOUTHWIRE ALUMINUM COMPANY, a corporation formed under the laws of the State of Delaware, with its principal place of business in Hancock County, Kentucky, P.O. Box 500, Hawesville, Kentucky 42348, hereinafter called "Customer".

WITNESSETH:

WHEREAS, Green River and Customer are parties to an Agreement for Electric Service as Amended and Supplemented dated June 14, 1982 (the "1982 Agreement"), and

WHEREAS, Green River and Customer have now agreed upon certain additions and revisions to the 1982 Agreement;

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

(1) The provisions of this amendment to the 1982 Agreement shall apply only to "Supplemental Demand" and "Supplemental Energy" consumed by Customer. For purposes of this amendment:

(a) "Supplemental Demand" shall mean Customer's actual monthly demand in kilowatts (metered and determined as

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provided in paragraph 10 of the 1982 Agreement) in excess of 345,000 kilowatts.

(b) "Supplemental Energy" shall mean the number of kilowatt hours which is the product of multiplying Supplemental Demand by "hours use of demand". Hours use of demand is determined by dividing Customer's energy usage in kilowatt hours in the billing month by Customer's actual demand in kilowatts for that month.

(2) The terms of the Variable Aluminum Smelter Power Rate Schedule shall not apply to Supplemental Demand and Supplemental Energy, and Supplemental Energy shall not be used in computing the Demand Charge Credit provided for in Section IV.A.1. of the Variable Aluminum Smelter Power Rate Schedule. The monthly delivery point rate for Supplemental Demand and Supplemental Energy shall be:

(a) a demand charge per kilowatt equal to the demand rate charged Green River by its wholesale power supplier (currently \$7.50, excluding any demand ratchet), as adjusted from time to time, plus

(b) an energy charge per kilowatt hour (kWh) equal to the actual monthly fuel cost per kWh of Green River's wholesale power supplier as shown on its Kentucky Public Service Commission Form A5 filed in the month preceding the billing month, plus 1.08 mills.

(3) Either party may terminate this amendment by giving thirty (30) days' written notice of termination to the other party.

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(4) Supplemental Demand and Supplemental Energy is offered to Customer by Green River on an as available, interruptible basis. Green River's wholesale power supplier shall have sole discretion to determine whether and when it has power available to meet Customer's request for delivery by Green River of Supplemental Demand and Supplemental Energy. If Green River is unable to obtain Supplemental Demand and Supplemental Energy from generation on the system of its wholesale power supplier, or if Green River notifies Customer of an imminent interruption in the delivery of Supplemental Demand and Supplemental Energy to Customer, upon Customer's request, Green River will ask its wholesale power supplier to obtain Supplemental Demand and Supplemental Energy from any available sources and transmit such power to Customer's plant for Customer's use. Green River shall advise Customer of the availability of any such power to its wholesale power supplier and the terms and conditions under which such power may be obtained and delivered. Customer shall then determine whether or not such terms and conditions are acceptable to it, and if so, shall confirm such acceptance in writing, whereupon the power shall be delivered.

(5) The provisions of the 1982 Agreement shall govern performance of this amendment, except to the extent inconsistent herewith.

(6) This amendment shall not become effective unless and until the following conditions precedent are satisfied:

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(a) This amendment is approved by the Administrator of the Rural Electrification Administration of the United States of America and the Louisville Bank for Cooperatives; and

(b) This amendment has been filed with the Kentucky Public Service Commission, and has been approved by such commission, or has otherwise become effective under the Kentucky statutes and the Commission's rules and regulations.

WITNESS the signatures of the parties hereto on this the day and date first hereinabove written.

GREEN RIVER ELECTRIC CORPORATION

By: Dean Stanley
Dean Stanley
President and General Manager

NATIONAL-SOUTHWIRE ALUMINUM
COMPANY

By: H. Gary Satterwhite
Title: VP & Gen Mgr

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BY: [Signature]