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PUBLIC SERVICE COMMISSION

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made April 23, 19 93, between Henderson-Union Rural Electric Cooperative Corp. (hereinafter called the "Seller"), and Sextet Mining Corporation (hereinafter called the "Consumer"), a Kentucky corporation (corporation, partnership or individual)

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need at the location described in Exhibit A, attached hereto and by this its Webster County Mine (Dorea Mine)

reference made part hereof, up to 10,000 kilowatts, upon the following terms:

1. Service Characteristics.

a. Service hereunder shall be alternating current, three phase, three wire, sixty cycles, 69,000 volts.

b. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

2. Payment.

a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule LP-3 attached to and made a part of this Agreement.. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than 501 kilowatts for any billing period. In any event the Consumer shall pay to the Seller not less than \$ per month for service or for having service available hereunder during the term hereof.

b. The initial billing period shall start when Consumer begins using electric power and energy, or 15 days after the Seller notifies the Consumer in writing that service is available hereunder, whichever shall occur first, but in no case later than August 1, 1993.

c. Bills for service hereunder shall be paid at the office of the Seller in Henderson

State of Kentucky PUBLIC SERVICE COMMISSION OF KENTUCKY

Such payments shall be due on the 15th day of each month for service furnished during the preceding monthly billing period.

If the Consumer shall fail to make any such payment within fifteen days after such payment is due, the Seller may discontinue service to the Consumer upon giving fifteen (15) days' written notice to the Consumer of its intention so to do, provided, however, that such discontinuance of service shall not release the Consumer from its obligations under this Agreement.

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d. The Consumer agrees that if, at any time, the rate under which the Seller provides electric service at wholesale is modified, the Seller may make a corresponding modification to the rate hereunder.

3. Membership.

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by such rules and regulations as may from time to time be adopted by the Seller.

4. Continuity of Service.

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, Governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, the Seller shall not be liable therefor or for damages caused thereby.

5. Right of Access.

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

6. Term.

This Agreement shall become effective on the date first above written and shall remain in effect until six months years following the start of the initial billing period and thereafter until terminated by either party giving to the other two months' notice in writing.

7. Succession and Approval.

a. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

b. This contract shall not be effective unless approved in writing by the Administrator of the Rural Electrification Administration.

8. Deposit. A deposit will not be necessary because no capital investments will be made by Henderson-Union RECC or its wholesale supplier.

~~The Consumer shall deposit with the Seller the sum of \$ _____ on account of the cost of facilities required to make service available to the Consumer on or before commencement of construction of such facilities. Such deposit shall be returnable to the Consumer in the form of a credit on each bill for service~~

~~in the amount of _____ percent of the bill, which credits shall continue until they total \$ _____. No refunds shall be made to the Consumer of any portion of the deposit remaining upon termination of this Agreement~~

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

ATTEST:

William B. Briscoe
SECRETARY

HENDERSON-UNION RURAL ELECTRIC
COOPERATIVE CORPORATION
SELLER

By Morton Henshaw
PRESIDENT

ATTEST:

Ron Underwood
SECRETARY

Sextet Mining Corporation
CONSUMER SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

By Russell Bodgett M.
PRESIDENT
TITLE OF OFFICER

MAY 29 1993

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

BY: Glenn Hallee
PUBLIC SERVICE COMMISSION MANAGER

*If other than president, vice president, partner or owner, a power of attorney must accompany contract.