

THIS AGREEMENT entered into this 12/4 day of October, 1974, by and between BIG RIVERS ELECTRIC CORPORATION, having a postal address of P. O. Box 24, 201 Third Street, Henderson, Kentucky, 42420, called "Big Rivers", First Party, and GREEN RIVER ELECTRIC CORPORATION, having a postal address of P. O. Box 1389, Owensboro, Kentucky, 42301, called "Green River", Second Party, both parties being cooperative corporations organized and operating under KRS Chapter 279 and related chapters and sections of the Kentucky Revised Statutes.

WITNESSETH:

Big Rivers owns and operates two electric generating stations known as the Reid and Coleman Stations in Henderson and Hancock Counties, Kentucky, respectively, purchases surplus power from Henderson Municipal Power and Light, and has interconnections with various electric generating and distribution systems, and

Big Rivers supplies electric power to Green River for resale by Green River to its customers, including certain industrial customers as hereinafter named, under an agreement dated June 11, 1962, and supplemental agreements dated June 11, 1962 and October 22, 1970, and

The parties hereto have agreed upon the terms and conditions under which Big Rivers shall furnish to Green River electricity for resale by Green River to the industrial customers as hereinafter named,

NOW, THEREFORE, in consideration of the mutual covenants and the terms and conditions herein contained, it is covenanted and agreed between the parties hereto as follows:

1. Green River represents and warrants that it has entered into the power contracts listed in Exhibit 1 hereto, which contracts are in full force and effect in accordance with their respective terms and conditions.

2. Big Rivers represents and warrants that it has sufficient electric capacity and energy available either by generation or by purchase to furnish to Green River the electric capacity and energy required by Green River to perform each of its contracts as named in Exhibit 1 hereto.

3. Big Rivers covenants to sell to Green River, and Green River covenants to buy from Big Rivers, all of the electric capacity and energy required for Green River's performance of each of the contracts described in Exhibit 1 upon their respective terms, rates, charges, adjustments, minimum bills, and such other provisions as are stated in each of such contracts, or as may otherwise be or become legally effective between Green River and such customers, except that the energy rates between Big Rivers and Green River for electric energy supplied for resale by Green River under its said industrial contracts shall be less than the electric energy charge by Green River to such industrial customers as follows:

(a) Thirty hundredths of one mill (0.30 mill) per KWH for energy sold by Green River to Martin-Marietta Corporation, Wes-Cor Corporation, Western Kraft Corporation, and National Aluminum, a Division of National Steel Corporation, under said contracts.

(b) Five hundredths of one mill (0.05 mill) per KWH for energy sold by Green River to National Southwire Aluminum Company, under said contract.

4. For electric capacity and energy sold by Big Rivers to Green River each month to fulfill said industrial customers' contracts, Green River shall pay Big Rivers by the 15th day following Big Rivers' mailing of the bill therefor. If Green River fails to pay any such bill within such fifteen (15) day period, Big Rivers may discontinue delivery of electric power and energy hereunder upon fifteen (15) days written notice to Green River of its intention to do so. Such discontinuance for non-payment shall be in addition to any other remedy which may be available to Big Rivers and shall not lessen in any way the obligation of Green River to pay to Big Rivers any and all sums owing to Big Rivers, including, but not limited to, the same minimum bill which each of Green Rivers' said industrial customers is obligated to pay to Green River.

5. Big Rivers has or will supply, install, and maintain the facilities which Green River is obligated to supply, install, and maintain under each of the said industrial customers' contracts, which facilities shall remain Big Rivers' property, and Big Rivers shall have the right of removal thereof as provided in each of the said industrial customers' contracts.

6. Big Rivers will perform each and every covenant for an

in behalf of Green River which Green River is required to perform in each of the contracts with the industrial customers as named in Exhibit 1; and, except as modified by this Agreement, Big Rivers shall be entitled to the benefit of each covenant undertaken by each industrial customer under each of the said contracts. Big Rivers may enforce any such covenant by action in its own name or may require Green River to enforce such covenant for and in behalf of Big Rivers.

7. Big Rivers shall have the same relief by reason of force majeure (as defined in Green River's respective contracts with its industrial customers) affecting its performance of this contract as Green River has under such contracts with its industrial customers.

8. Green River shall advise Big Rivers of any changes in any of its said contracts as described in Exhibit 1, whether by agreement of the parties to such contracts, or by final valid orders of the Kentucky Public Service Commission. No change in any of the said contracts shall be binding on Big Rivers unless Big Rivers consents thereto in writing, or such change has become effective by final order of the said Public Service Commission. Each party hereto likewise recognizes that any change in this contract is subject to approval by the Rural Electrification Administration of the United States under various loan agreements between the parties hereto and such Administration.

9. The effective date of this Agreement shall be the

date upon which the last of the following conditions precedent occurs:

(a) This Agreement is executed by the parties hereto.

(b) This Agreement has been approved in writing by the Administrator of the Rural Electrification Administration of the United States.

(c) This Agreement has been filed with the Public Service Commission of Kentucky, and has been approved by such Commission, or has otherwise become effective under the Kentucky statutes and the Public Service Commission's Rules and Regulations.

(d) Each party covenants to use its best efforts to secure performance of the foregoing conditions precedent by January 1, 1975. If all of such conditions precedent are not performed by January 1, 1975, either party not in default under this Section 9 shall have the right to terminate all rights and obligations under this Agreement by written notice to the other party, provided, however, that all of the rights and obligations under the original Agreement of June 11, 1962, as supplemented and amended from time to time shall remain in full force and effect in accordance with their terms and conditions.

On the effective date of this Agreement, it shall govern the rights and obligations of the parties hereto with respect to their industrial customers' contracts as described in Exhibit 1 hereto, in lieu of the wholesale power contract

between Green River and Big Rivers dated June 11, 1962, as amended from time to time, and any and all other resolutions, indemnities, guaranties, agreements, or contracts of whatsoever nature between the parties hereto with respect to the industrial customers' contracts as described in Exhibit 1 hereto and the performance thereof.

10. This Agreement shall terminate with respect to each of the contracts described in Exhibit 1 hereto upon the first date upon which Green River has the right under such industrial contract to terminate such contract.

11. This contract shall extend to and bind the parties hereto and their respective successors and assigns. Neither party hereto shall assign this contract or any of the rights thereto without the written consent of the other, except that nothing herein contained shall prevent either party from subjecting rights hereunder to mortgages, pledges, security agreements, or other liens or rights considered by a party as necessary for the financing of its operations.

12. Construction and performance of this contract shall be governed by the laws of Kentucky.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple counterparts as of the date first herein written.

BIG RIVERS ELECTRIC CORPORATION

By: [Signature]
President

ATTEST:

[Signature]
Secretary

GREEN RIVER ELECTRIC CORPORATION

By: [Signature]
President

ATTEST:

[Signature]