

# **BIG RIVERS** ELECTRIC CORPORATION

December 8, 1989

Mr. Dean Stanley  
Green River Electric Corporation  
3111 Fairview Drive  
P. O. Box 1389  
Owensboro, KY 42302-1389

Subject: Incentive Rate Agreement -  
WorldSource Coil Coating, Inc.

Dear Dean:

This letter agreement will evidence Big Rivers' concurrence with the terms of Green River's electric service agreement with WorldSource Coil Coating, Inc. (the "WorldSource agreement"), dated December 8, 1989, a copy of which is attached hereto as Exhibit 1, and the agreement between Big Rivers and Green River with respect thereto.

(1) **Existing Agreement and Tariffs.** The terms and conditions of the June 11, 1962, wholesale power agreement, as amended, and tariffs between Big Rivers and Green River shall continue in full force and effect except as specifically modified by this letter agreement.

(2) **Additional Rights and Obligations of Big Rivers.** Big Rivers shall make available to Green River the electric power required during the primary term of the WorldSource agreement, and any extension thereof approved by Big Rivers, to meet the power supply obligations assumed by Green River in the WorldSource agreement, and Big Rivers shall have the benefit of WorldSource covenants in such agreement, less Green River's demand and energy adders.

(3) **Demand Charge Credit.** Big Rivers shall make available to Green River the industrial incentive rate demand charge credit which will be applied in accordance with paragraph 4.05 of the WorldSource agreement to Big Rivers' wholesale billings to Green River for electric service to WorldSource.

(4) **Sharing of Risk of WorldSource Default.** If WorldSource fails to make any payment due Green River for electric power taken by it under the WorldSource agreement, and Green River is unable to collect the amount in default, either from WorldSource or its deposit or from any guarantor of WorldSource's bill, Big Rivers shall hold Green River harmless from liability to Big Rivers for fifty (50%) percent of the wholesale power cost of the electric power represented by the uncollected default, not to exceed the uncollected default on two consecutive months' billings.

Mr. Dean Stanley  
Green River Electric Corp.  
December 8, 1989  
Page 2

(5) **Treatment of Billing for Late Payment or Where Minimum Billing Demand Charge Exceeds Measured Demand.** Green River agrees to bill WorldSource for any minimum billing demand charges in excess of measured demand (adjusted for power factor under paragraph 3.06 of the WorldSource agreement) and any interest provided for under the terms of the WorldSource agreement, and agrees to pay over to Big Rivers all funds actually collected under such billings except Green River's demand and energy adders, and the one (1%) percent interest rate adder applied to late payments by WorldSource.

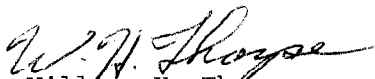
(6) **Division of Any Partial Payments.** Green River will pay to Big Rivers a pro rata share of any partial payment made to Green River by or on behalf of WorldSource under the WorldSource agreement. Big Rivers' pro rata share of any partial payment shall be calculated by multiplying the partial payment times the ratio of Big Rivers' applicable wholesale rate to Green River's retail rates in effect under the WorldSource agreement. This paragraph does not limit the obligation of Green River to pay for electric power purchased under this agreement for resale to WorldSource.

(7) **Effective Date.** This agreement will become effective upon approval by the Administrator of the Rural Electrification Administration, and approval by the Kentucky Public Service Commission.

If this agreement is acceptable to Green River, please indicate that acceptance by signing in the space provided and returning four copies to us.

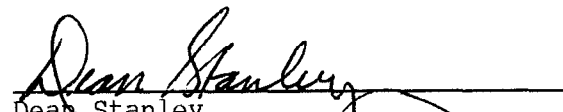
Sincerely yours,

BIG RIVERS ELECTRIC CORPORATION

  
William H. Thorpe  
General Manager

ACCEPTED:

GREEN RIVER ELECTRIC CORPORATION

  
Dean Stanley  
President and General Manager

Date: 12/8/89