

AMENDMENT TO AGREEMENT FOR ELECTRIC SERVICE

THIS AMENDMENT TO AGREEMENT FOR ELECTRIC SERVICE, made and entered into on this 8th day of June, 1989, by and between GREEN RIVER ELECTRIC CORPORATION (hereinafter referred to as "Green River"), and SOUTHWIRE COMPANY (hereinafter referred to as "Southwire"), a Georgia corporation, with principal offices at 150 Fertilla Street, Carrollton, Georgia 30229.

WITNESSETH:

WHEREAS, Green River and Southwire are parties to an Agreement for Electric Service dated June 8, 1989 (the "service agreement"), and

WHEREAS, Southwire is expanding its manufacturing operations and employment in Hancock County, Kentucky, which will increase its electrical requirements under the service agreement, and

WHEREAS, Green River and Southwire have now agreed to amend the service agreement to accommodate Southwire's increased electrical requirements;

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

(1) The following definitions shall apply for purposes of this amendment:

(a) The term "Increased Demand" shall mean Southwire's actual monthly demand in kilowatts in excess of 3,000 kilowatts.

(b) The term "Actual Demand" shall mean Southwire's maximum integrated thirty-minute demand during the current billing month determined by meters which record at the end of each thirty-minute period the integrated kilowatt demand during the preceding thirty minutes, adjusted for power factor under paragraph 3.08 of the service agreement.

(2) The provisions of this amendment shall remain in effect for a term of ten (10) years, commencing on September 1, 1989. During the term of this amendment, Southwire's minimum billing demand under paragraph 4.03(b) of the service agreement shall be 4,500 kilowatts per month.

(3) Southwire shall have a demand charge credit in each of the first sixty (60) months of this agreement equal to Southwire's demand rate times its increased demand in the billing month times the applicable percentage identified below:

<u>MONTH</u>	<u>PERCENTAGE CREDIT</u>
1-12	50%
13-24	40%
25-36	30%
37-48	20%
49-60	10%

(4) The provisions of the service agreement shall govern performance of this amendment, except to the extent inconsistent herewith.

(5) The effective date of this amendment shall be postponed until the first day of the first month following the date on which the following conditions precedent are satisfied:

(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 herein written.

GREEN RIVER ELECTRIC CORPORATION

By: Dean Stanley
Dean Stanley
President and General Manager

Attest:

Marian Cecil
Assistant Secretary

SOUTHWIRE COMPANY

By: James Lee Hutto
Title: Asst. V.P. Engineering

Attest:

Rhonda Shealy
Secretary