

**AGREEMENT BETWEEN  
LOUISVILLE GAS AND ELECTRIC COMPANY AND  
CARBIDE/GRAPHITE, INC.**

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of September, 1992, by and between LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, hereinafter referred to as "COMPANY", and CARBIDE/GRAPHITE, INC., a Delaware corporation, hereinafter referred to as "CUSTOMER".

**W I T N E S S E T H**

WHEREAS, COMPANY and CUSTOMER have previously entered into an Agreement dated September 30, 1988, for the sale and provision of electric power to CUSTOMER at its Plant used for the manufacture of calcium carbide, acetylene, etc., located adjacent to COMPANY's Paddy's Run Station; and

WHEREAS, the Parties desire to amend said Agreement to reflect certain changes and to extend the term of the Agreement;

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

1. Section 5(a) of said Agreement is amended so that all 28,500 kilowatts of Primary Power shall be considered as Primary Interruptible Power.

2. Section 12(c) of said Agreement is amended to read as follows:

"12(c) Company agrees to prorate Primary and Secondary demand charges for one period of scheduled major overhaul of Customer's furnace during each calendar year of the term hereof; provided (1) such period shall not be in excess of 30 days, (2) such period shall fall between June 1 and September 30 of the year, (3) Customer shall give Company at least 30

days notice of the period during which such major maintenance is scheduled and, if requested to do so by Company, shall use its best efforts to adjust the timing of such period to one better suited to Company's operations, and (4) no prorate will be made under this Paragraph 12(c) for unscheduled maintenance or outage nor for any maintenance other than the major furnace overhaul described herein."

3. Section 21 of said Agreement is amended so that the date "December 31, 1995" contained therein is amended to read "September 30, 1997".

4. This Agreement shall become effective on October 1, 1992.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be executed by their duly authorized representatives as of the date first above written.

LOUISVILLE GAS AND ELECTRIC COMPANY

By 

Title VP, Marketing and General Manager,  
Electric Service

CARBIDE/GRAPHITE, INC.

By 

Title President Nicholas T. Kaiser