

4. At any time Customer uses replacement power, the hours that replacement power is purchased will be considered a period of interruption for determining the maximum hours of interruption permitted under Company's standard rider for Interruptible Service. Under Company's standard rider for Interruptible Service, the Company is entitled to require Customer to interrupt service upon providing at least 10 minutes prior notice, with the interruption not to exceed 10 hours duration per interruption and the maximum annual interruption not to exceed 250 hours.

5. In the event Customer fails to comply with a Company request to interrupt either as to time or amount of power used, the Customer shall be billed for each such occurrence, a penalty of \$25.00 per kilowatt of demand in excess of designated firm demand at the time of such occurrence. Failure to interrupt may also result at Company's option in the termination of the contract.

6. This Agreement shall become effective on March 1, 1994. Customer cannot terminate this Agreement with less than three years' written notice unless the following conditions for termination with less than three years notice are met. First, Company must have sufficient capacity, in the Company's sole judgement, to serve the Customer's load which would have otherwise been interruptible. Second, Customer must repay all interruptible demand credits which Customer has received from Company under the standard rider for Interruptible Service since the effective date of this Agreement or three years prior to the date of termination under this paragraph 6, whichever is later.

7. Service under this Agreement shall in all relevant aspects be governed by the terms of Company's tariffs and regulations as approved by the Kentucky Public Service Commission (KPSC). It is mutually understood that the rates, terms and conditions contained in this Agreement are at all times subject to the regulatory jurisdiction of the KPSC, and may be increased, amended or otherwise changed by action of the KPSC.

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

KOSMOS CEMENT COMPANY

BY: *Phil R...*
TITLE: *V-P Operations*

LOUISVILLE GAS AND ELECTRIC COMPANY

BY: *Alan...*
TITLE: *Mgr. - Major Accounts*

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 16 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: *...*
PUBLIC SERVICE COMMISSION MANAGER