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PUBLIC SERVICE
COMMISSION

EKPC Standard Form ^{P.S.C.}
Modified RATES & RESEARCH DIV.

INDUSTRIAL POWER AGREEMENT

THIS AGREEMENT, made and entered into this 26 day
of August, 1993, by and between SHELBY RURAL ELECTRIC
COOPERATIVE CORPORATION, a Kentucky corporation with its
principal offices at Post Office Box 309, Shelbyville, Kentucky
40065-0309, hereinafter referred to as the "Cooperative", and
ALUSUISSE FLEXIBLE PACKAGING, INC., a Missouri corporation with
its principal offices at 6700 Midland Industrial Drive,
Shelbyville, Kentucky 40065, hereinafter referred to as
"Customer".

WITNESSETH:

WHEREAS, Cooperative is a rural electric cooperative
providing retail electric service in Shelby County, Kentucky,
and

WHEREAS, Cooperative is a member of East Kentucky Pover
Cooperative, Inc., hereinafter referred to as "**EKPC**", and
purchases all of its wholesale electric power and energy from
EKPC, and

WHEREAS, Customer and Cooperative entered an Industrial
Power Agreement dated September 10, 1986, to provide electric
service to Customer's original manufacturing **facilities**
Shelbyville, Kentucky, which will continue in effect, **effective**
to its terms and conditions, and

NOV 3 1993

PURSUANT TO 807 KAR 5:011.
SECTION 9(1)

BY: Sharon Hallee
PUBLIC SERVICE COMMISSION MANAGER

WHEREAS, Customer is a member of Cooperative and desires to purchase all of its retail electric power and energy needs from Cooperative, under the terms and conditions contained herein, to serve its expansion of its **Shelbyville**, Kentucky, manufacturing facility (hereinafter referred to as its "plant").

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

1. Term. This Agreement shall become effective as of **November 15, 1993**, subject to the provisions of Section **13**. This Agreement shall continue in effect for a term of five years from said date and shall continue thereafter unless terminated by either party by providing written notice of such termination at least one year prior to the desired termination date.
2. Availability of Power. Subject to the other provisions of this Agreement, Cooperative shall make available to customer, and the Customer shall take and purchase from Cooperative, all of Customer's requirements for firm power and energy for the operation of Customer's said plant.

Initial service to Customer shall be under Cooperative's rate Schedule 2. The minimum monthly contract demand during the period in which Customer is served under rate Schedule 2 shall initially be 100 **kw** and will increase periodically, as specified on the attached Exhibit 1, up to 300 **kw**.

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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: *Sharon Hallett*
PUBLIC SERVICE COMMISSION MANAGER

During periods when Customer is served under Cooperative's rate Schedule B1 only, minimum monthly contract demand shall initially be 1000 kW, but may be increased by Customer, up to a contract demand of 2500 kW, upon one month advance notice to cooperative. Customer may thereafter reduce said contract demand upon three months advance notice to Cooperative, except that contract demand under Schedule B1 shall not be reduced below 1000 kW.

During periods when Customer is served under Cooperative's rate Schedule C1, the minimum monthly contract demand shall be 1000 kW and shall not be subject to adjustment by Customer.

The power and energy made available to Customer hereunder shall be delivered, taken, and paid for in accordance with the terms hereof and the applicable tariff of the Cooperative, Schedules 2, B1 or C1, as approved by the Kentucky Public Service Commission (the "P.S.C.") and as modified from time to time by appropriate authority, copies of which are attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of this Agreement and said tariffs, the latter shall control.

3. Conditions of Delivery. The point of delivery for firm power and energy made available hereunder shall be the point at which Customer's facilities connect to Cooperative's facilities. The power and energy made available hereunder shall be in the form of 3-phase alternating current at a

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PURSUANT TO 807 KAR 5:011,
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BY: George H. Allen
PUBLIC SERVICE COMMISSION MANAGER

frequency of approximately 60 hertz and at a nominal voltage of 277/480YV. Regulation of voltage shall be within such limits as prescribed by the applicable rules and regulations of the P.S.C. Maintenance by Cooperative at said point of delivery of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Agreement. The power and energy taken by Customer hereunder shall be measured by meters and associated metering equipment to be or caused to be installed, operated, and maintained by Cooperative or EKPC. None of such electric power and energy shall be resold to third parties.

Neither Cooperative nor EKPC shall be obligated to provide or be responsible for providing protective equipment for Customer's lines, facilities, and equipment to protect against single phasing, low voltage, short circuits or any other abnormal system conditions, but Cooperative or EKPC, as the case may be, may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall be capable of satisfactory coordination with any protective equipment installed by Cooperative or EKPC.

4. Electric Disturbances. Customer shall not use the energy delivered under this Agreement in such manner as to cause electric disturbances which may be reasonably expected to
- (a) cause damage to or interference with Cooperative's

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SECTION 9 (1)

BY: Shirley Latta
PUBLIC SERVICE COMMISSION MANAGER

system, systems connected with Cooperative's system, or facilities or other property in proximity to Cooperative's system, or (b) prevent Cooperative from serving other purchasers satisfactorily.

Cooperative may, at any time during the term of this Agreement, notify Customer of any such electrical disturbances and, before attempting to take any other action, shall afford Customer a reasonable time and opportunity, under the circumstances involved, to correct or suppress the disturbances. If Customer does not so correct or suppress the disturbances, then Cooperative may suspend or discontinue service.

Any interruption of service which may become necessary by reason of this Section shall not relieve Customer from its obligation to pay Cooperative the minimum monthly charge as specified in the attached rate schedules, as applicable.

5. Right of Access. Duly authorized representatives of the Cooperative and/or EKPC shall be permitted to enter the Customer's premises at all reasonable times in order to carry out the provisions hereof.
6. Right of Removal. Any and all equipment, apparatus, devices or facilities placed or installed, or caused to be placed or installed, by either of the parties hereto or by EKPC on or in the premises of the other party shall be and remain the property of the party owning and installing such equipment, apparatus, devices or facilities regardless of the mode of

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SECTION 9 (1)

BY: Shay Diller
PUBLIC SERVICE COMMISSION MANAGER

manner of annexation or attachment to real property of the other. Upon the termination of this Agreement, or any extension thereof, the owner thereof shall have the right to enter upon the premises of the other and shall within a reasonable time remove all or any portion of such equipment, apparatus, devices or facilities, unless otherwise agreed by the parties, or either party and EKPC, as applicable, at the time of such termination.

7. Rates and Charges. Customer shall pay Cooperative monthly for power and energy made available under this Agreement in accordance with the rates, charges, and provisions of Cooperative's effective standard tariffs applicable to consumers of the same class as Customer, Schedules 2, B1 or C1, as applicable, as approved by the P.S.C. and as modified, replaced, or adjusted from time to time and approved by the P.S.C.

Customer shall be served under Cooperative's rate Schedule 2 effective November 15, 1993. After one year on Schedule 2, Customer may elect at any time to move to Cooperative's rate Schedules B1 or C1, if Customer is qualified for such rates, upon three months advance written notice to Cooperative. After at least one year on any chosen rate, Customer may elect to move to either of the other available rates, so long as Customer remains qualified for the rate, gives Cooperative at least three months advance notice of the intent to change rates, and remains on that chosen rate for at least one year.

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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Shirley H. Baker
PUBLIC SERVICE COMMISSION MANAGER

8. Payment of Bills. Payment for electric power and energy furnished hereunder shall be due and payable at the office of Cooperative monthly in accordance with the applicable provisions of said Schedules 2, B1 or C1. If Customer shall fail to pay any such bill as provided in Schedules, Cooperative may discontinue delivery of electric power and energy hereunder upon fifteen (15) days' written notice to Customer of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligations of Customer to pay the minimum monthly charge provided in the attached rate schedule. All amounts unpaid when due shall be subject to a charge for late payment, as provided in the attached rate schedules, as applicable.

9. Reduction in Cost of Service. Cooperative is a non-profit Kentucky corporation and Customer will benefit from any savings or reductions in cost of service in the same manner as any comparable customer as authorized by the Kentucky Revised Statutes, and by Cooperative's Articles of Incorporation and Bylaws; provided, however, the Cooperative's board of directors may defer retirement of so much of the capital credited to patrons for any year which reflects capital credited to the Cooperative by EKPC until EKPC shall have retired such capital credited to the Cooperative. Customer shall participate in capital credits in accordance with the Kentucky Revised Statutes and Cooperative's Articles of Incorporation and Bylaws.

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BY: Sharon Hally
PUBLIC SERVICE COMMISSION MANAGER

10. Notices. Any written notice, demand or request required or authorized under this Agreement shall be deemed properly given to or served on Cooperative if mailed to:

Mr. Tom Barker
President and General Manager
Shelby RECC
P. O. Box 309
Shelbyville, KY 40066-0309

Any such notice, demand or request shall be deemed properly given to or served on Customer if mailed to:

Mr. T. A. Sanderfoot
Alusuisse Flexible Packaging, Inc.
6700 Midland Industrial Drive
Shelbyville, KY 40065

Each party shall have the right to change the name of the person to whom, or the location where the notices are to be given or served by notifying the other party, in writing, of such change.

11. Successors in Interest. The terms and conditions of this Agreement shall inure to and be binding upon the parties, together with their respective successors in interest. Neither party may assign this Agreement to any other party without the express written consent of the other party, except that Cooperative may assign the Agreement to the Rural Electrification Administration and/or any other lenders to Cooperative without such consent.

12. Force Majeure. The obligations of either party to this Agreement shall be suspended during the continuance of any occurrence, beyond the affected party's control (a "force ^{PUBLIC SERVICE COMMISSION} ^{OF KENTUCKY} ^{EFFECTIVE}"),

NOV 3 1993

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Sharon Hallee
PUBLIC SERVICE COMMISSION MANAGER

majeure"), which wholly or partially prevents the affected party from fulfilling such obligations, provided that the affected party gives notice to the other party of the reasons for its inability to perform within a reasonable time from such occurrence. As used in this section, the term force majeure shall include, but is not limited to: acts of God; strikes; wars; acts of a public enemy; riots; storms; floods; civil disturbances; explosions; failures of machinery or equipment; interruptions in power deliveries from Cooperative's power supplier; or actions of federal, state or local governmental authorities, which are not reasonably within the control of the party claiming relief.

Notwithstanding the above provisions, no event of force majeure, except as provided hereinbelow, shall relieve Customer of the obligation to pay the minimum monthly charge provided herein or in any applicable rate schedules attached hereto. In the event that Cooperative shall declare an event of force majeure which results in an interruption of all electric service to Customer for a continuous period exceeding 24 hours, hereinafter called an "extended interruption", the minimum monthly energy charge under rate Schedules B1 or C1, if applicable, shall be reduced on a pro rata basis for the total number of hours of the extended interruption as compared to the total number of hours in the month the extended interruption occurs. Should such an extended interruption continue into a subsequent month, the

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BY: Sharon Deller
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minimum monthly energy charge for that month shall be adjusted as provided above only if the extended interruption continues for more than 24 hours into the subsequent month. Events of force majeure declared by Cooperative which do not exceed 24 continuous hours in duration during a given month shall not be a basis for any adjustment of the minimum monthly charge for that month.

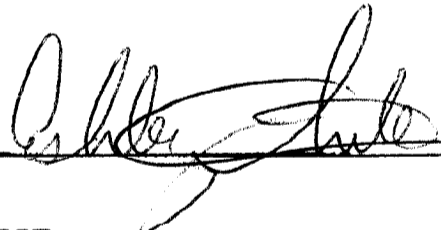
13. Approvals. This Agreement is subject to any necessary approvals of the Rural Electrification Administration, any other lenders to Cooperative and the P.S.C.

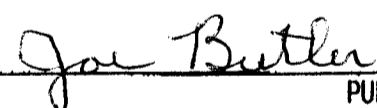
14. Modifications. Any future revisions or modifications of this Agreement shall require the advance approval of EKPC, and any necessary approvals by the Rural Electrification Administration, any supplemental lenders to the Cooperative, and the P.S.C.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, in six original counterparts, by their respective officers, thereunto duly authorized, as of the day and year first above written.

ATTEST:

SHELBY RURAL ELECTRIC COOPERATIVE CORPORATION

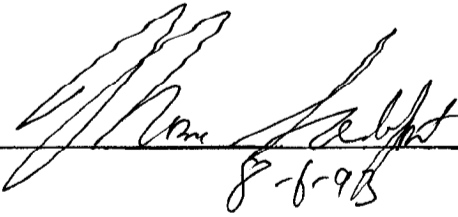


By 

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

ATTEST:

ALUSUISSE FLEXIBLE PACKAGING, INC.



By 

NOV 3 1993

PURSUANT TO 807 KAR 5.011, SECTION 9 (1)

BY: 
PUBLIC SERVICE COMMISSION MANAGER

Shelby Rural Electric Cooperative Corporation

Snelbyville, Kentucky

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

LARGE POWER SERVICE - RATE 2

RATE
PER UNIT

AVAILABILITY

Available to all consumers whose KW demand shall be greater than 50 KW, including residential and farm consumers who do not qualify under availability of service under Rate 1, located on or near Seller's line for all types of usage, subject to the established Rules and Regulations of Seller.

TYPES OF SERVICE

Three-phase, 60 Hertz, available at Seller's standard voltage

RATE

Demand Charge

\$4.50 per month per KW of billing demand

Energy Charge

First	100 kWh per KW demand	@	\$.05184 per kWh	(R)
Next	100 kWh per KW demand	@	.04627 per kWh	(R)
All Over	200 kWh per KW demand	@	.04071 per kWh	(R)

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MAY 1 1993

PURSUANT TO 807 KAR 5.011.
SECTION 9(1)

DATE OF ISSUE May 1, 1993

DATE EFFECTIVE May 1, 1993

ISSUED BY Thomas Barker
Name of Officer

TITLE President and General Manager
PUBLIC SERVICE COMMISSION MANAGER

Issued by authority of an Order of the Public Service Commission of Kentucky in
Case No. 92-515 dated April 5, 1993

Form for filing Rate Schedules

For Shelbyville, Kentucky
Community, Town or City

P.S.C. NO. 5

10th Revised SHEET NO. 6

CANCELLING P.S.C. NO. 5

9th Revised SHEET NO. 6

SHELBY RURAL ELECTRIC
COOPERATIVE CORPORATION

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

LARGE POWER SERVICE - RATE 2

RATE
PER UNIT

DETERMINATION OF BILLING DEMAND:

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of his maximum demand is less than 0.90 (90%), the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE May 1, 1987 DATE EFFECTIVE May 1, 1987

ISSUED BY Thomas Baker TITLE President and General Manager
Name of Officer

Issued by authority of an Order of the Public Service Commission of Ky. in
Case No. 9756 dated April 28, 1987

-Form for filing Rate Schedules

For Shelbyville, Kentucky
Community, Town or City

P.S.C. NO. 5

10th Revised SHEET NO. 7

CANCELLING P.S.C. NO. 5

9th Revised SHEET NO. 7

SHELBY RURAL ELECTRIC
COOPERATIVE CORPORATION

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

LARGE POWER SERVICE - RATE 2

RATE
PER UNIT

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall be the highest one of the following charges as determined for the consumer in question:

1. The minimum monthly charge specified in the contract for services.
2. The charge of \$1.00 per KVA of installed transformer capacity.

SPECIAL PROVISIONS:

1. Delivery Point - If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service.

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.
2. If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service.
All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

DATE OF ISSUE May 1, 1987 DATE EFFECTIVE May 1, 1987

ISSUED BY Thomas Barker TITLE President and General Manager
Name of Officer

Issued by authority of an Order of the Public Service Commission of Ky. in Case No. 9756 dated April 28, 1987.

SHELBY RURAL ELECTRIC
COOPERATIVE CORPORATION
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

LARGE POWER SERVICE - RATE 2

RATE
PER UNIT

SPECIAL PROVISIONS:

- 3. Primary Service - If service is furnished at primary distribution voltage, a discount of five percent (5%) shall apply to the demand and energy charges. The Seller shall have the option of metering at secondary voltage.
- 4. Contract - An "Agreement for Purchase of Power" shall be executed by the consumer for service under this rate schedule.

TERMS OF PAYMENT:

The above rates are net, and payment shall be due by the fifteenth (15th) of each month. The gross rates are 10% higher. In the event the current monthly bill is not paid within ten (10) days from the due date of the bill, the gross rate shall apply.

SPECIAL RULES:

Motors having a rated capacity in excess of ten horsepower (10 HP) must be three-phase. Motors in excess of five horsepower (5 HP) shall be provided with compensating starting equipment acceptable to the Seller.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE May 1, 1987 DATE EFFECTIVE May 1, 1987

ISSUED BY Thomas Barber TITLE President and General Manager
Name of Officer

Issued by authority of an Order of the Public Service Commission of Ky. in Case No. 9756 dated April 28, 1987.

Shelby Rural Electric Cooperative Corporation

Shelbyville, Kentucky

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL RATE - SCHEDULE B1

RATE PER UNIT

AVAILABILITY

Applicable to contracts with demands of 1,000 to 4,999 KW with a monthly energy usage equal to or greater than 425 hours per KW of contract demand.

MONTHLY RATE

Consumer Charge	-	\$535.00
Demand Charge per KW of Contract Demand	-	\$5.39
Demand Charge per KW for Billing Demand in Excess of Contract Demand	-	\$7.82
Energy Charge per kWh		\$.03150

(R)

BILLING DEMAND

The billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the consumer's peak demand during the current month exceeds the contract demand. The load center's peak demand is highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing - EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
MAY 1 1993
PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE May 1, 1993 DATE EFFECTIVE May 1, 1993

ISSUED BY Thomas Barber TITLE President & General Manager
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 92-515 dated April 5, 1993

P.S.C. NO. 5

Shelby Rural Electric Cooperative Corporation

Original SHEET NO. 45

Shelbyville, Kentucky
Name of Issuing Corporation

CANCELLING P.S.C. NO. _____
SHEET NO. _____

CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL RATE SCHEDULE B1

RATE
PER UNIT

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall not be less than the sum of (a) through (d) below:

- (a) Consumer Charge.
- (b) The product of the contract demand multiplied by the contract demand charge, plus the product of the demand in excess of the contract demand multiplied by the in excess of contract demand charge.
- (c) The product of the contract demand multiplied by 425 hours and the energy charge per kWh.
- (d) Contract provisions that reflect special facilities requirements.

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of his billing demand is less than 0.90 (90%), the demand for billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

JUL 1989

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE June 1, 1989 DATE EFFECTIVE July 1, 1989

ISSUED BY [Signature] TITLE President and General Manager
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in
Case No. _____ dated _____.

Shelby Rural Electric Cooperative Corporation

Shelbyville, Kentucky

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL RATE SCHEDULE B1

RATE PER UNIT

SPECIAL PROVISIONS:

- 1. Delivery Point - If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service.

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.
- 2. If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

TERMS OF PAYMENT:

The above rates are net, and payment shall be due by the fifteenth (15th) of each month. The gross rates are 5% higher. In the event the current monthly bill is not paid within ten (10) days from the due date of the bill, the gross rate shall apply.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
JUL 1 1989
PURSUANT TO 207 KAR 5:011,
SECTION 9(1)
BY: *[Signature]*
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE June 1, 1989 DATE EFFECTIVE July 1, 1989

ISSUED BY *Thomas Barber* TITLE President and General Manager
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. _____ dated _____.

Issued by Rural Electric Cooperative Corporation

Shelbyville, Kentucky

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL RATE - SCHEDULE C1

RATE
PER UNIT

AVAILABILITY

Applicable to contracts with demands of 1,000 to 4,999 KW with a monthly energy usage equal to or greater than 425 hours per KW of billing demand. These contracts will be two "two-party" contracts with the first one being between the Seller and the Cooperative association and the second one being between the Seller and the ultimate consumer.

MONTHLY RATE

Consumer Charge	- \$535.00	
Demand Charge	- \$5.39 per KW of billing demand	
Energy Charge	- \$.03150 per kWh	(R)

BILLING DEMAN

The monthly billing demand shall be the greater of (a) or (b) listed below:

- (a) The contract demand
- (b) The ultimate consumer's peak demand during the current month or preceding eleven months. The peak demand shall be the highest average rate at which energy is used during any fifteen minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>Months</u>	<u>Hours Applicable for Demand Billing - EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 1 1993

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: [Signature]
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE May 1, 1993

DATE EFFECTIVE May 1, 1993

ISSUED BY [Signature]
Name of Officer

TITLE President and General Manager

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 92-515 dated April 5, 1993.

Form for filing Rate Schedule

For Shelbyville, Kentucky
Community, Town or City

P.S.C. NO. 5

1st Revised SHEET NO. 36

CANCELLING P.S.C. NO. _____

Original SHEET NO. 36

SHELBY RURAL ELECTRIC
CO-OPERATIVE CORPORATION
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL RATE SCHEDULE C1

**RATE
PER UNIT**

MINIMUM MONTHLY CHARGE:

The minimum monthly charge shall not be less than the sum of (a) and (b) below:

- (a) The product of the billing demand multiplied by the demand charge, plus
- (b) The product of the billing demand multiplied by 425 hours and the energy charge per kWh.

POWER FACTOR ADJUSTMENT:

Consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of his maximum demand is less than 0.90 (90%), the demand for billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

FUEL ADJUSTMENT CLAUSE:

This rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the wholesale power supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve-month moving average of such losses. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

SPECIAL PROVISIONS:

- 1. Delivery Point - If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service.

All wiring, pole lines, and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

DATE OF ISSUE May 1, 1987 DATE EFFECTIVE May 1, 1987

SIGNED BY Thomas Burke TITLE President and General Manager
NAME OF OFFICER

Issued by authority of an Order of the Public Service Commission of Ky. in Case No. 9756 dated April 28, 1987.

Form for Filing Rate Schedule

For Shelbyville, Kentucky
Community, Town or City

P.S.C. NO. 5

1st Revised SHEET NO. 37

CANCELLING P.S.C. NO. _____

Original SHEET NO. 37

SELBY RURAL ELECTRIC
OPERATIVE CORPORATION
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

LARGE INDUSTRIAL RATE SCHEDULE G1

**RATE
PER UNIT**

- If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

TERMS OF PAYMENT:

The above rates are net, and payment shall be due by the fifteenth (15th) of each month. The gross rates are 5% higher. In the event the current monthly bill is not paid within ten (10) days from the due date of the bill, the gross rate shall apply.

TEMPORARY SERVICE:

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE May 1, 1987 DATE EFFECTIVE May 1, 1987

APPROVED BY Thomas Barker TITLE President and General Manager
Name of Officer

Issued by authority of an Order of the Public Service Commission of Ky. in Case No. 9756 dated April 28, 1987.



EXHIBIT 1

ALUSUISSE FLEXIBLE PACKAGING, INC.

Minimum Demand (KW)

December, 1993	100
January, 1994	150
February, 1994	200
March, 1994	250
April, 1994	300
May, 1994	350
June, 1994	400
July, 1994	450
August, 1994	500
September, 1994	550
October, 1994	600
November, 1994	650
December, 1994	700

Serving: Carroll • Franklin • Henry • Jefferson • Oldham • Owen • Shelby • Spencer • Trimble

P. O. Box 309 • Shelbyville, KY 40066-0309 • Telephones: Shelby Co. (502) 633-4420 • Trimble Co. (502) 255-3260 • Henry Co. (502) 845-2845