

INDUSTRIAL POWER AGREEMENT

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P.S.C.
RESEARCH DIVISION

PUBLIC SERVICE
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THIS AGREEMENT, made and entered into this 15th day of October, 1991 by and between Shelby Rural Electric Cooperative Corporation, a Kentucky corporation with its principal offices at Post Office Box 309, Shelbyville, Kentucky, 40066-0309, hereinafter referred to as the "Cooperative", and Reynolds Aluminum Supply Company, a corporation with its principal offices at Post Office Box 27003, Richmond, Virginia 23261-7003, 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 Power Cooperative, Inc., hereinafter referred to as "EKPC", and purchases all of its wholesale electric power and energy from EKPC, and

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 Shelbyville plant (hereinafter referred to as its "plant").

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

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1. Term. This Agreement shall become effective as of October 15, 1991, pursuant to 1990 KAR 5.011, SECTION 9 (1) subject to the provisions of Section 12 approvals. This Agreement shall

BY: [Signature]
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continue in effect for a term of five (5) years from said date and shall continue thereafter from year to year unless terminated by either party by providing written notice of such termination at least ninety (90) days 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. The maximum demand under this Agreement shall be 550 Kilowatts.

The power and energy made available to Customer hereunder shall be delivered, taken, and paid for in accordance with the terms hereof and the tariffs of the Cooperative, Schedule Large Power Service - Rate 2, as approved by the Kentucky Public Service Commission (the "P.S.C.") and as modified from time to time by appropriate authority, a copy of which is attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of this Agreement and said tariff, 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 namely the secondary bushings of the distribution transformer. The power and energy made available hereunder shall be in the form of 3-phase alternating current at a frequency of approximately 60 hertz and at a nominal voltage of 277/480Y. Regulation of voltage shall be within such limits as prescribed by 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 for purposes of this Agreement. The power and energy taken by Customer

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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 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 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 disturbance, Cooperative may suspend or discontinue service (but only to the extent appropriate).

Any interruption of service which may become necessary by reason of this Section shall not relieve Customer from its obligation

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BY: *Charles A. Hester*
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Cooperative the monthly charge as specified herein.

5. 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 or 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.

6. 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 tariff applicable to consumers of the same class as Customer, Schedule Large Power Service - Rate 2, as approved by the P.S.C. and as modified, replaced, or as adjusted from time to time and approved by the P.S.C.

Notwithstanding any provision of the Schedule and irrespective of Customer's requirements for use of electric power and energy, the demand for billing purposes hereunder shall be not less than 275 kilowatts for any billing period. In any event the Customer shall pay to the Cooperative not less than \$1,237.50 per month for service or for having service available hereunder during the term hereof.

Said tariff Schedule Large Power Service - Rate 2, is attached hereto and hereby made a part hereof.

7. Payment of Bills. Payment for electric power and energy furnished

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BY: Cheryl D. Hall
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hereunder shall be due and payable at the office of Cooperative monthly in accordance with applicable provisions of said Schedule Large Power Service - Rate 2. If Customer shall fail to pay any such bill, as provided in said Schedule Large Power Service - Rate 2, 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 herein. All amounts unpaid when due shall be subject to a 10% charge for late payment.

8. 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 as now in effect; 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.

9. 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, Kentucky 40066-0309.

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

Attention: RASCO Operations Manager

Reynolds Metals Company

6603 West Broad Street

P.O. Box 27003

Richmond, Virginia 23261-7003

Copy to: Corporate Secretary

(Same address)

Copy to: Energy Resources

(Same address).

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

10. 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 third party without the express written consent of the other party (which shall not be unreasonably withheld), except that Cooperative may assign the Agreement to the Rural Electrification Administration and/or any supplemental lenders without such consent.

11. 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 majeure"), which wholly or partially prevents the affected party from fulfilling such obligations, provided that the affected party gives notice in writing 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

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include, but is not limited to: acts of God; strikes, lockouts or other labor disorders; 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.

The party experiencing the Force Majeure shall make all reasonable efforts to remove the cause of the Force Majeure to restore normal operations as soon as possible, provided it shall not be obligated to settle a strike, lockout, or other labor disorder against its own wishes.

12. Approvals. The execution of this Agreement shall not result in a contract between the parties unless any necessary approvals of the Rural Electrification Administration, any supplemental lenders to Cooperative, or the P.S.C. are obtained within 180 days of such execution. The Cooperative shall advise Customer in writing no later than the date of execution if any such approvals will be required and, if so, when same shall be obtained. Cooperative shall proceed forthwith and in good faith to obtain any such approvals.
13. Modifications. Any future revisions or modifications of this Agreement shall be in writing, executed by the parties and 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.

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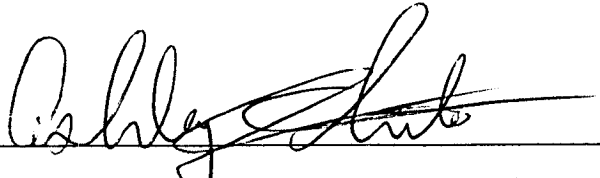
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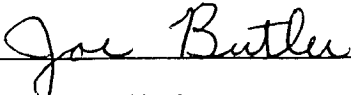
BY: *Sharon Deller*
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in six counterparts by their respective officers, thereunto duly authorized, as of the day and year first above written.

ATTEST:

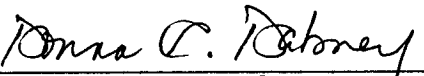
SHELBY RURAL ELECTRIC COOPERATIVE
CORPORATION

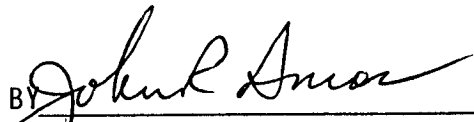

Secretary

BY 
Chairman

ATTEST:

REYNOLDS ALUMINUM SUPPLY COMPANY



Assist. Secretary

BY 
Manager, Energy Resources

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BY: 
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