

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made Feb. 6, 19 87, between SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION (hereinafter called the "Seller"), and GREENWOOD LAND & MINING CO. (hereinafter called the "Consumer") a Corporation.  
(Corporation, Partnership or Individual)

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need at this location up to 2,000 KVA capacity, upon the following terms:

1. SERVICE CHARACTERISTICS

- a. Service hereunder shall be alternating current, 3 Phase, 4 wire, approximately sixty cycles, 12,470/7,200 volts.
- b. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.
- c. In the event the operation of the Consumer shall in the opinion of the Seller interfere with the supply of electric current to the remaining consumers of the Seller, the Consumer agrees to the termination of service.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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PURSUANT TO 807 KAR 0101,  
SECTION 9 (1)

BY: [Signature]

2. PAYMENT

- a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in the Special Rate attached and Approved by the Kentucky Public Service Commission notwithstanding any provision of the Rate and irrespective of Consumer's requirements for or use of electric power and energy, the Consumer shall pay to the Seller the minimum bill as set forth in the stated Rate Schedule, but in any case it shall not be less than \$1,100.00 per month for service or for having service available hereunder during the term hereof.

- b. The initial billing period shall start when Consumer begins using electric power and energy, or whenever that service is made available by the Seller, whichever shall occur first.
- c. Bills for service hereunder shall be paid at the office of the Seller in Somerset or any Branch Office of the Seller in the State of Kentucky. Such payments shall be due each month as stated on the invoice, for service furnished during the preceding monthly billing period. If the Consumer shall fail to make any such payment within the period such payment is due, the Seller may discontinue service to the Consumer upon giving ~~five (5)~~ <sup>TEN (10)</sup> days written notice to the Consumer of its intention to do so, provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.
- d. The Consumer agrees that if, at any time, the rate is changed and approved by the Kentucky Public Service Commission or any other regulatory body having jurisdiction, the Seller may make the corresponding modification in the rate for service hereunder.

3. MEMBERSHIP

The Consumer shall become a member of the Seller, shall pay the membership fee, billing deposit as required and be bound by <sup>PUBLIC SERVICE COMMISSION</sup> ~~such rules and regulations~~ <sup>OF KENTUCKY</sup> as may from time to time be adopted by the Seller, or any other regulatory body that has jurisdiction. <sup>EFFECTIVE</sup>  
**APR 27 1987**

4. CONTINUITY OF SERVICE

<sup>PURSUANT TO 807 KAR 01011,</sup>  
<sup>SECTION 9(1)</sup>  
 BY: [Signature]  
 The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through an act of God, Governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of

Seller, the Seller shall not be liable therefore or for damages caused thereby.

5. RIGHT OF WAY

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times. The Consumer agrees to grant the Seller right-of-way to install and maintain electric lines and equipment upon the Consumers property.

6. TERM

This Agreement shall become effective on the date first above written and shall remain in effect until 5 years following the start of the initial billing period and thereafter until terminated by either party giving to the other 30 days notice in writing.

7. ADVANCE FOR CONSTRUCTION

The Consumer shall advance with the Seller the sum of \$ None on account of the cost of facilities required to make service available to the Consumer on or before commencement of construction of such facilities. Such advance shall be returnable to the Consumer in the form of a credit on each bill for service in the amount of N.A. percent of the bill (demand and energy portion - excluding taxes and any other ~~PUBLIC SERVICE COMMISSION~~ OF KENTUCKY which credits shall continue until they total \$ N.A. . ~~EFFECTIVE~~ shall be made to the Consumer of any portion of the advance remaining upon termination of this Agreement or Service.

~~PUBLIC SERVICE COMMISSION~~  
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PURSUANT TO KY KAR 81011,  
SECTION 9 (1)

ATTEST:

A. P. Case 2487

GREENWOOD LAND MINING CO.  
Consumer D. Jones

By:

Dwight Smith  
President  
Title of Officer\*

ATTEST:

Don R. Alexander

SOUTH KENTUCKY R.E.C.C.  
Seller

By:

J. Keith Sloan  
President & General Manager  
Title

\* If other than president, vice-president, partner or owner, a power of attorney must accompany contract.

RATE FOR CONTRACT DATED FEBRUARY 6, 1987  
WITH GREENWOOD LAND & MINING CO.  
AND SOUTH KENTUCKY R.E.C.C.

	RATE PER MONTH =====
I. CONSUMER CHARGE - No KWH Usage	\$10.50
II. FACILITIES CHARGE - No KWH Usage	\$1,089.50
III. DEMAND CHARGE: ----- Billing Demand per KW per Month	\$7.82
IV. ENERGY CHARGE: ----- All KWH per month @	\$0.02892
V. MINIMUM MONTHLY BILL (As Per Cons. & Facilities Charge Above)	\$1,100.00
VI. FUEL ADJUSTMENT CLAUSE: ----- As filed in Appendix "B" of South Kentucky RECC Tariffs.	

NOTE: In the event of a retail rate increase for large power consumers this rate will be subject to change by a like amount. All provisions of the LP (Large Power) Tariff apply, unless specified different in this Contract.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 27 1987

PURSUANT TO 807 KAR 91011,  
SECTION 9 (1)

BY: *[Signature]*