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PUBLIC SERVICE
COMMISSION

**AGREEMENT FOR RETAIL ELECTRIC SERVICE
TO
A-CMI**

THIS AGREEMENT made and entered into this 24th day of September, 1996 by and between **GREEN RIVER ELECTRIC CORPORATION**, 3111 Fairview Drive, Owensboro, Kentucky 42303 (hereinafter called the "Seller"), and **A-CMI**, a Michigan partnership-joint venture of Alcoa and CMI International, with principal offices located at 1600 West Eight Mile Road, Fermdale, Michigan 48220 and Kentucky Casting Center location and mailing address of P. O. Box 399, 1660 State Route 271 North, Hawesville, KY 42348-0339, (hereinafter called the "Customer").

WITNESSETH:

That for and in consideration of the premises and the mutual covenants herein contained, the parties do hereby contract and agree as follows:

1. GENERAL OBLIGATIONS

1.01 Seller shall make available, sell and deliver to the Customer, and Customer shall take and pay for all of the electric power and energy, up to a maximum of 10,000 kW, as specified herein and required by Customer in the operation of its facilities described upon Exhibit A hereto, at the rates and upon the terms and conditions herein specified.

1.02 Customer shall become a member of Seller, shall pay the membership fee, and shall be bound by such rules and regulations as may from time to time be adopted by Seller.

2. SERVICE CHARACTERISTICS

2.01 Service hereunder shall be alternating current, three-phase, four-wire, sixty hertz, 13.8 KV.

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

BY: Phyllis Larkin
DIRECTOR, RATES & RESEARCH DIV.

2.02 The delivery of the electric power and energy supplied hereunder shall be at point of delivery, which is the point of connection between Sellers 13 KV switchgear and Customers 13 KV underground cable, located in Sellers electrical substation.

3. FACILITIES AND SERVICES PROVIDED BY CUSTOMER

3.01 Customer shall furnish and install, at no expense to the Seller, such facilities and equipment as may be necessary to enable Customer to receive and use electric power and energy purchased hereunder at and from the point of delivery as described upon Exhibit A.

3.02 Customer shall not directly or indirectly resell any electric power and energy purchased hereunder.

4. FACILITIES AND SERVICES PROVIDED BY SELLER

Seller shall furnish and install, or cause to be furnished and installed, all of the facilities required for the delivery of electric power and energy to the point of delivery.

5. OPERATION AND MAINTENANCE OF FACILITIES

Seller shall operate and maintain, or cause to be operated and maintained, all of the transmission lines and substation facilities owned by it, its wholesale power supplier, or both. Customer shall furnish, install, maintain and operate such facilities and equipment as may be necessary to enable it to receive and use electric power and energy purchased hereunder, and as may be necessary in the opinion of Seller to afford reasonable protection to the facilities of Seller, its wholesale power supplier, or both. Plans for equipment to be installed for the protection of the facilities of Customer, Seller or its wholesale power supplier, or any combination thereof, shall be subject to Seller's approval.

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BY: Phillip Lammie

6. CONSTRUCTION STANDARDS

Seller and Customer shall construct and maintain the facilities to be provided by each under this agreement in accordance with applicable provisions of the National Electric Safety Code of the American National Standards Institute, the rules and regulations of the Kentucky Public Service Commission, and other applicable laws, codes and regulations, provided, however, Seller shall have no duty to inspect Customer's facilities for conformance therewith. Nothing in this agreement shall be construed to render Seller liable for any claim, demand, cost, loss, cause of action, damage or liability of whatsoever kind or nature arising out of or resulting from the construction or operations and maintenance of Customer's electric system.

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7. Electric Disturbance and Phase Balancing, and Harmonics

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY *Phillip L. Lakin*
DIRECTOR, RATES & RESEARCH DIV.

7.01 Customer shall not use the energy delivered hereunder in such a manner as to cause electric disturbances which may reasonably be expected to (i) cause damage or interference with Seller's system, or facilities or other property in proximity to Seller's system, or (ii) prevent Seller from serving other Customers satisfactorily. Seller may require Customer, at Customer's expense, to make such changes in its system, as may be necessary to reasonably limit such disturbances.

7.02 Customer shall take and use the power and energy hereunder in such a manner that the load at the Point of Delivery shall not cause a current imbalance between phases greater than five percent (5%). Seller reserves the right to require Customer, at Customer's expense, to make necessary changes to correct such conditions. In addition to any other remedies that Seller may have hereunder, should Customer fail to make such changes,

Seller may, in its determination of billing demand, assume the load on each phase is equal to the greatest load on any phase.

7.03 Customer shall take and use power and energy hereunder in such a manner that the current harmonic total demand distortion (TDD) shall not exceed limits as described in IEEE Standard 519, Section 10. When necessary to maintain an acceptable TDD level, Customer, at its expense, will install, own, operate, and maintain required harmonic filtering equipment. Seller reserves the right to install at Customer's expense, suitable equipment to maintain a TDD level in accordance with IEEE Standard 519.

7.04 Seller shall give Customer written notice of any disturbances, imbalances, or harmonic distortions, described in Section 7, that Seller determines are caused by Customer's operation of its facilities. Seller's written notice will describe the changes, requirements, corrections or remedies that Seller deems necessary to correct the operations problems. Customer may request a meeting of representatives of both Seller and Customer to review the matters contained in Seller's written notice and to resolve any disputes that arise.

8. POWER FACTOR

Customer shall maintain a power factor at the point of delivery as nearly as practicable to unity. Power factor during normal operation may range from unity to ninety percent (90 %). If Customer's power factor is less than 90% at time of maximum load, Seller reserves the right to either (a) install at Customer's expense suitable equipment to maintain a power factor of 90% or higher; or (b) adjust the maximum metered demand for public service purposes in accordance with the following formula:

$$\frac{\text{Maximum Actual Measured kW} \times 90\% \text{ Power}}{\text{Power Factor (\%)}}$$

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BY: Phyllis Lammie
DIRECTOR, RATES & RESEARCH DIV.

9. METERING

Seller, or its wholesale power supplier, shall install, maintain and operate the metering equipment located in Seller's stepdown substation. Each meter shall be read on or about the first day of each month (or such other date as may be mutually agreed upon) by a representative of the Seller, and may be simultaneously read by a representative of the Customer if Customer so elects. Seller shall make such tests and inspections of the meters as may be necessary to maintain them at the highest practical commercial standard of accuracy. If periodic tests indicate that a meter used for billing purposes is accurate within one percent (1%) slow or fast, no correction shall be made in the billing. If any such tests indicate that such meter is inaccurate by more than one percent (1%) slow or fast, correction shall be made in the billing to the proper party for the period during which the parties agree that the inaccuracy existed. Seller will make additional tests of meters at the request and expense of Customer and in the presence of Customer's representative. In all other respects, meters shall be installed, operated, maintained and tested in accordance with the rules and regulations of the Kentucky Public Service Commission. the Kentucky Public Service Commission.

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10. 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 on or in the premises of the other party shall be and remain the property of the party owning and installing same, regardless of mode or manner of annexation or attachment to real property of the other. Upon termination of this agreement, the owner thereof shall have the right to enter upon the premises of the other party and shall within a reasonable time remove such equipment,

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BY: Phyllis Lammie
DIRECTOR, RATES & RESEARCH DIV.

apparatus, devices, or facilities, except that Customer shall not recover any easement or sites conveyed to Seller or its wholesale power supplier necessary to provide service to other customers served through such easements or sites. The party effecting removal under this provision shall pay any damages to the premises or property of the other party caused by such removal.

11. RIGHT OF ACCESS

Duly authorized representatives of Seller shall be permitted to enter the Customer's premises at all reasonable hours in order to carry out the provisions of this agreement.

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12. RATES AND PAYMENT

12.01 Customer shall pay Seller for service hereunder at the rates set forth upon Exhibit B, attached hereto and made a part hereof, subject to such changes as may become effective from time to time by operation of law, by order of the Kentucky Public Service Commission.

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SECTION 9 (1)
BY Phyllis Farris
DIRECTOR, RATES & RESEARCH DIV

12.02 Seller shall revise said Exhibit B to reflect any such changes in rates, terms or conditions contained therein, and each revision shall automatically be incorporated into this agreement. Failure of Seller to promptly revise Exhibit B shall not affect Customer's duty to pay for service in accordance with any changed rates, terms, or conditions of service rendered on or after the effective date of such change.

12.03 Customer shall pay all taxes, charges, or assessments now or hereafter applicable to electric service hereunder.

12.04 Bills for service furnished during the preceding monthly billing period shall

be processed and mailed to Customer no later than the fifth (5th) day of each month. Bills for service hereunder shall be paid at Seller's designated bank. Such payment by Customer shall be made by electronic bank transfer on or before the fifteenth (15th) day of each month or on the next full work day should the 15th day fall on a Saturday, Sunday, or holiday. In the event the current monthly bill is not paid by its due date, Seller may discontinue delivery of electric power and energy hereunder upon fifteen (15) days written notice to Customer of its intention to do so. Simple interest equal to the prime rate then in effect per the Wall Street Journal Money Rates section plus one percent monthly (1%) shall apply to any unpaid amounts from due date until paid. Any such discontinuance of service under this paragraph shall not relieve Customer of any of its obligations under this agreement. No provision of the agreement shall be construed or operate to deny Customer the right to appear before any administrative or legal tribunal to protest any rate adjustment proposed by Seller's wholesale power supplier.

13. CUSTOMER DEPOSIT

As security for payment of its monthly billing obligations, Customer shall provide Seller a cash deposit or other sufficient guaranty in the sum of \$15,000.00, representing two months estimated billing. Seller may request additional payment security from Customer as monthly billing obligations increase. Additionally, Customer may be required to provide reasonable security or guaranty for any other charges provided for in this agreement.

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14. BILLING DEMAND

BY: Phyllis Lanning
DIRECTOR, RATES & RESEARCH DIV.

14.01 If the first day service is taken under this agreement is other than the first

day of the month, the billing demand for that initial partial month shall be the maximum integrated thirty-minute demand during the current billing month, prorated on the basis of the total days service is taken in such month.

14.02 The billing demand for the twelve months following the partial month described in Section 14.01 shall be the larger of the minimum billing demand and the maximum integrated thirty-minute demand metered during the current billing month.

14.03 The billing demand for all months following the partial month described in Section 14.01 and the twelve months described in Section 14.02 shall be the larger of the minimum billing demand, and the maximum integrated thirty-minute demand metered during the current month or the previous eleven (11) billing months, except the months described in Sections 14.01 and 14.02 above.

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14.04 The minimum billing demand of Customer during the primary term of this agreement, or any extension thereof shall be as follows:

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MONTHS	kW	PURSUANT TO 807 KAR 5.011, SECTION 9 (1)
0-6	350	BY: <i>Phyllis Lanning</i> DIRECTOR, RATES & RESEARCH DIV
6-16	500	
Subsequent	1500	

14.05 The maximum contract demand of Customer during the primary term of this agreement, or any extension thereof, shall be 10,000 kW.

14.06 Subject to Kentucky Public Service Commission approval, a demand credit period will commence, and continue for sixty (60) consecutive months, on the first day of the first month after Seller receives written notice from Customer that Customer desires to receive demand credits. Written notice to initiate demand credits shall be provided to seller during

the first thirty-six (36) months of the initial term of this agreement. During the demand credit period Customer will receive demand credits from the Seller. Demand credits will be calculated in the following manner:

For the first twelve consecutive months of the demand credit period, the monthly demand credit will be the product of the metered demand each month in kilowatts that exceeds by 1000 kilowatts the highest metered demand prior to the beginning of the demand credit period, times 0.5, times the demand charge listed in the prevailing rate schedule.

For the second twelve consecutive months of the demand credit period, the monthly demand credit will be the product of the metered demand each month in kilowatts that exceeds by 1000 kilowatts the highest metered demand prior to the beginning of the demand credit period, times 0.4, times the demand charge listed in the prevailing rate schedule.

For the third twelve consecutive months of the demand credit period, the monthly demand credit will be the product of the metered demand each month in kilowatts that exceeds by 1000 kilowatts the highest metered demand prior to the beginning of the demand credit period, times 0.3, times the demand charge listed in the prevailing rate schedule.

For the fourth twelve consecutive months of the demand credit period, the monthly demand credit will be the product of the metered demand each month in kilowatts that exceeds by 1000 kilowatts the highest metered demand prior to the beginning of the demand credit period, times 0.2, times the demand charge listed in the prevailing rate schedule.

For the fifth twelve consecutive months of the demand credit period, the monthly demand credit will be the product of the metered demand each month in kilowatts that

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BY: Shelby H. Hinn
DIRECTOR, RATES & RESEARCH DIV.

exceeds by 1000 kilowatts the highest metered demand prior to the beginning of the demand credit period, times 0.1, times the demand charge listed in the prevailing rate schedule.

The demand credit provisions outlined in this section may be terminated by customer if the proposed Big Rivers - PacificCorp agreement is consummated and a more favorable demand rate is made available to the Customer. Should any demand credits have been earned and taken by Customer prior to the consummation of the proposed Big Rivers - PacificCorp agreement, said demand credits shall be returned to Seller prior to Seller providing the more favorable demand rate to the Customer.

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15. TERM OF AGREEMENT

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15.01 This agreement shall remain in full force and effect for an initial term of one (1) year from the beginning of the first day service is taken under this agreement and shall automatically renew annually thereafter for successive one-year terms upon the same terms and conditions stated herein and in any amendment hereto, until terminated by either party giving the other party at least twelve (12) months written notice prior to the effective date of such termination.

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BY: *Phyllis Lammie*
DIRECTOR, RATES & RESEARCH DIV.

15.02 When Customer chooses to receive demand credits described in Section 14.06 and gives written notice to Seller of same, a term of ten (10) years will commence at the date Seller receives written notice and shall automatically renew annually thereafter for successive one-year terms upon the same terms and conditions stated herein and in any amendment hereto, until terminated by either party giving the other party at least twelve (12) months written notice prior to the effective date of such termination.

15.03 Electric service shall begin January 1, 1997, except that date shall be

postponed unless and until this agreement is accepted, approved or otherwise becomes effective under Kentucky statutes or the rules of the Kentucky Public Service Commission and any state or federal agency or creditor whose approval of such agreement is required.

15.04 This agreement shall not be assigned without the prior written consent of Seller, which consent will not be unreasonably withheld. Seller may withhold approval of a proposed assignment until, among other things, Seller has been provided with all information it may require regarding the proposed assignee, and until the proposed assignee has provided Seller with assurances of payment, if any, required by Seller.

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16. FORCE MAJEURE

16.01 In the event either party is rendered unable, wholly or in part, by force majeure or uncontrollable forces to carry out its obligations, upon such party's notice and reasonable full particulars of such force majeure or uncontrollable forces, in writing or by telegraph, to the other party within a reasonable time after the occurrence of the cause relied on, then the obligations, so far as and to the extent that they are affected by such force majeure or uncontrollable forces, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, insofar as possible, be remedied with all reasonable dispatch.

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SECTION 9(1)

BY: *Phillip L. ...*
DIRECTOR, RATES & RESEARCH DIV.

16.02 The term "force majeure" as used herein, shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government, either federal or state, civil or military, civil disturbances, explosions, breakage or accident to machinery or transmission lines, inability of either party hereto to obtain necessary materials,

supplies, or permits due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities (either federal or state), including both civil and military, which are not reasonably within the control of the party claiming suspension.

16.03 This agreement shall not subject either party to consequential damages or damages for loss of anticipated profits.

17. REMEDIES OF THE PARTIES

Except as specifically provided for herein, nothing contained in this agreement shall be construed to limit or deprive either party of any means of enforcing any remedy, either at law or equity for the breach of any of the provisions of this agreement. Waiver at any time by either party of rights with respect to a default or any other matter arising in connection with this agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

18. NOTICES

Any notice, demand or request required or authorized under this agreement shall be served upon the other party in writing and placed in the mail, postage prepaid, or delivered to the other party at the following address:

To the Seller: Green River Electric Corporation
3111 Fairview Drive
Owensboro, KY 42303

To the Customer: A-CMI (Principal Office)
1600 West Eight Mile Road
Fermdale, Michigan 48220
A-CMI Kentucky Casting Center (Mailing Address)
P. O. Box 399, 1660 State Route 271 North
Hawesville, KY 42348-0339

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SECTION 9 (1)

BY: Phyllis Lammie
DIRECTOR, RATES & RESEARCH DIV.

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

19. REPORTS AND INFORMATION

Each party hereto shall furnish to the other such reports and information concerning its operations as the other party may reasonable request from time to time.

20. SUCCESSION AND APPROVAL

This agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the respective parties hereto.

21. SURVIVAL

Invalidity of any portion of this agreement shall not affect the validity of the remainder thereof.

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22. ENTIRE AGREEMENT AND VENUE

The terms, covenants and conditions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, provided, however, that service to the Customer shall be subject to the provisions of Seller's articles of incorporation and bylaws and subject to the lawful orders of the Kentucky Public Service Commission. All respective rights and obligations of the parties hereto shall be governed by the laws of the Commonwealth of Kentucky.

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY Phyllis Lannin
DIRECTOR OF RATES & RESEARCH DIV

IN WITNESS WHEREOF, the parties hereto have executed this agreement, as of the date and year first herein written.

GREEN RIVER ELECTRIC CORPORATION

SELLER

BY: *Dean Rowley*

President and General Manager

A-CMI

CUSTOMER

BY: *Tom Finkle*

TITLE: *Line Manager A-CMI-KCC*

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PURSUANT TO 807 KAR 5.011,
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BY: *Phyllis Lannin*
DIRECTOR, RATES & RESEARCH DIV

EXHIBIT B

GREEN RIVER ELECTRIC CORPORATION

SCHEDULE OF RATES AND CHARGES PUBLIC SERVICE COMMISSION
OF KENTUCKY
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APPLICABLE TO

A-CMI

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

BY: Phyllis Lannin
DIRECTOR, RATES & RESEARCH DIV

The rates applicable to A-CMI, shall be as follows:

The monthly delivery point rate shall be:

- (a) A demand charge of \$10.40 per kilowatt of contractual billing demand.
- (b) Plus an energy charge of \$.0203206 per KWH consumed.
- (c) Plus the monthly fuel adjustment charge and environmental surcharge, and applicable Kentucky Sales Tax (KRS 139.210) and Utility Gross Receipts License Tax for Schools (KRS 160.617).

The foregoing rates are effective for service rendered on and after January 1, 1997.

Rates quoted here are for loads stated herein.



ALCOA
HAWESVILLE WORKS

A-CMI
PLANT

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

BY: *Phyllis Lannin*
DIRECTOR, RATES & RESEARCH DIV.

13.8KV
OWNED BY
A-CMI

13.8KV
OWNED BY
ALCOA
HAWESVILLE WORKS

BIG RIVERS
NATIONAL ALUMINUM SUBSTATION

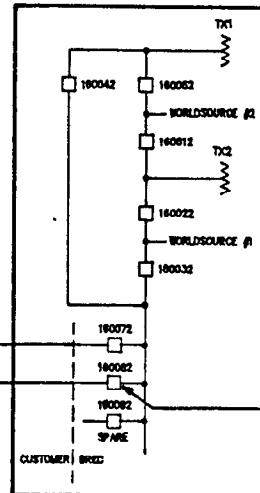


EXHIBIT "A"