

**AMENDMENT NO. 1
TO AGREEMENT FOR ELECTRIC SERVICE**

THIS AMENDMENT NO. 1 TO AGREEMENT FOR ELECTRIC SERVICE, made and entered into as of this 24th day of September, 1991, by and between **GREEN RIVER ELECTRIC CORPORATION**, a Kentucky corporation organized under K.R.S. Chapter 279, with its principal office at 3111 Fairview Drive, P.O. Box 1389, Owensboro, Kentucky 42302 (hereinafter called "seller"), and **GREEN RIVER COAL COMPANY**, a Kentucky corporation with principal offices at 1901 Ramada Drive, Madisonville, Kentucky 42431 (hereinafter called "consumer").

WITNESSETH:

WHEREAS, seller and consumer are parties to an agreement for retail electric service dated as of April 25, 1983 ("1983 Agreement"); and

WHEREAS, seller and consumer have now agreed upon certain revisions to the terms of the 1983 Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, the parties agree as follows:

1. **Payment.** Paragraph 3.01 of the 1983 Agreement is amended to add the following new subparagraph:

- (c) In addition to all other obligations of consumer under this agreement, consumer shall pay seller the sum of ONE THOUSAND DOLLARS (\$1,000.00) per month.

2. **Minimum Demand.** Paragraph 3.03 (b) of 1983 Agreement is amended to read as follows:

The "minimum demand" of consumer during the primary term of this agreement, or any extension hereof, shall be 1,000 kilowatts, as provided in paragraphs 5.02(a) and 6.03(b), SECTION 9(1)

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BY Chapelle
COMMISSION MANAGER

consumer shall pay at least the minimum monthly bill during each month of the term of this agreement.

3. **Customer Deposit.** Paragraph 3 of the 1983 Agreement is amended to add the following new subparagraph:

3.05 **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 \$44,800.00.

4. **Billing Demand.** For purposes of calculating the billing demand of consumer after the effective date of this amendment, seller shall assume that consumer's billing demand was zero kilowatts in each of the eleven (11) billing months preceding the first billing month after the effective date of this amendment.

5. **Early Termination.** Paragraph 6.3(a) is deleted from the 1983 Agreement.

6. **1983 Agreement.** The provisions of the 1983 Agreement shall govern performance of this amendment, except to the extent inconsistent herewith.

7. **Effective Date.** The effective date of this amendment shall be the first day of the first month following the date on which the following conditions precedent are satisfied:

a. this amendment is approved by the Administrator of the Rural Electrification Administration of the United States of America and by the National Bank for Cooperatives, and

b. this amendment has been filed with the PUBLIC SERVICE COMMISSION OF KENTUCKY and has been approved by such Commission or has otherwise become effective under the Kentucky statutes and the Commission's rules and regulations.

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BY: *[Signature]*
PUBLIC SERVICE COMMISSION

WITNESS the signatures of the parties hereto on this the
day and date first herein written.

GREEN RIVER ELECTRIC CORPORATION

By: Dean Stanley
Dean Stanley
President and General Manager

GREEN RIVER COAL COMPANY

By: [Signature]
Title: [Signature]

ATTEST:

[Signature]
Title: [Signature]

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

BY [Signature]
PUBLIC SERVICE