

A G R E E M E N T

DATED: August 1, 1969

BETWEEN

GREEN RIVER RURAL ELECTRIC COOPERATIVE CORPORATION  
OWENSBORO, KENTUCKY

AND

NATIONAL ALUMINUM CORPORATION

---

AGREEMENT FOR ELECTRIC SERVICE

THIS AGREEMENT MADE AND ENTERED INTO THIS 1ST DAY OF AUGUST, 1969, BY AND BETWEEN GREEN RIVER RURAL ELECTRIC COOPERATIVE CORPORATION, A KENTUCKY CORPORATION, OF OWENSBORO, KENTUCKY, HEREINAFTER REFERRED TO AS "COOPERATIVE", AND NATIONAL ALUMINUM CORPORATION, HEREINAFTER REFERRED TO AS "CUSTOMER".

WHEREAS, THE COOPERATIVE PRESENTLY PROVIDES ELECTRIC SERVICE TO AND WITHIN HANCOCK COUNTY, KENTUCKY, (HEREINAFTER REFERRED TO AS THE "COOPERATIVE SERVICE AREA"), AND

WHEREAS, CUSTOMER DESIRES TO PURCHASE FROM COOPERATIVE AND COOPERATIVE DESIRES TO SELL AND DELIVER, SUBJECT TO THE TERMS OF THIS AGREEMENT, ALL ELECTRIC POWER AND ENERGY TO BE USED BY CUSTOMER IN THE ALUMINUM ROLLING MILL.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL CONVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CAPACITY AVAILABLE. THE COOPERATIVE WILL SUPPLY, AND THE CUSTOMER WILL TAKE AND PAY FOR, ALL THE ELECTRIC POWER AND ENERGY REQUIRED FOR THE OPERATION OF THE ALUMINUM ROLLING MILL TO BE LOCATED IN HANCOCK COUNTY, KENTUCKY, UP TO A MAXIMUM OF 30,000 KILOWATTS, IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT AND OF THE GENERAL RULES AND REGULATIONS OF THE PUBLIC SERVICE COM-

---

WITH SUITABLE INSULATION TRANSFORMERS FOR USE WITH COOPERATIVE'S PROPOSED RELAYING;

(c) FACILITIES FOR COOPERATIVE'S 13,800 VOLT METERING EQUIPMENT.

5. FACILITIES TO BE PROVIDED BY COOPERATIVE. COOPERATIVE WILL FURNISH OR CAUSE TO BE FURNISHED ALL REQUIRED SUBSTATION FACILITIES (INCLUDING FOUNDATIONS, AND FENCING) FOR DELIVERING POWER AND ENERGY TO CUSTOMER UPON THE GRADED SITE FURNISHED BY CUSTOMER. COOPERATIVE MAY USE THE SUBSTATION SITE, WITHOUT COST, FOR THE PURPOSE OF CONSTRUCTING OR INSTALLING FACILITIES TO SERVE OTHER CUSTOMERS FROM ITS SUBSTATION, BUT SUCH USE SHALL NOT INTERFERE WITH EFFICIENT SERVICE TO CUSTOMER HEREBUNDER.

6. OPERATION AND MAINTENANCE OF FACILITIES. THE COOPERATIVE WILL MAINTAIN ALL OF THE SUBSTATION FACILITIES OWNED BY THE COOPERATIVE AND LOCATED AT THE ALUMINUM ROLLING MILL, INCLUDING OIL CIRCUIT BREAKERS, AND TRANSFORMERS. THE CUSTOMER WILL MAINTAIN THE EQUIPMENT OWNED BY IT. THE COOPERATIVE WILL OPERATE ALL TRANSMISSION AND SUBSTATION FACILITIES REQUIRED TO SUPPLY THE POWER AND ENERGY TO THE CUSTOMER AS PROVIDED HEREIN.

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 HEREBUNDER, AND AS MAY BE NECESSARY TO AFFORD REASONABLE

PROPERTY OF THE FACILITIES OF THE COOPERATIVE. PLANS FOR ANY WORK TO BE UNDERTAKEN FOR THE PROTECTION OF THE FACILITIES OF THE CUSTOMER OR COOPERATIVE SHALL BE SUBMITTED TO THE COOPERATIVE FOR PRIOR APPROVAL.

7. CONSTRUCTION STANDARDS. THE COOPERATIVE SHALL CONSTRUCT AND MAINTAIN ITS TRANSMISSION FACILITIES IN ACCORDANCE WITH SPECIFICATIONS AT LEAST EQUAL TO THOSE PROVIDED BY THE NATIONAL ELECTRICAL SAFETY CODE OF THE UNITED STATES BUREAU OF STANDARDS. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO RENDER THE COOPERATIVE LIABLE FOR ANY CLAIM, DEMAND, COST, LOSS, CAUSE OF THE ACTION, DAMAGE, OR LIABILITY OF WHATSOEVER KIND OR NATURE ARISING OUT OF OR RESULTING FROM THE CONSTRUCTION OR OPERATION AND MAINTENANCE OF THE COOPERATIVE'S ELECTRIC SYSTEM.

8. RIGHT OF ACCESS. EACH PARTY GRANTS TO THE OTHER PARTY RIGHT OF ACCESS TO THEIR RESPECTIVE PREMISES TO INSTALL, MAINTAIN, OPERATE, REPAIR, AND RENEW ANY AND ALL EQUIPMENT, APPARATUS, AND DEVICES OWNED BY SUCH OTHER PARTY AND NECESSARY IN THE PERFORMANCE OF THIS AGREEMENT.

9. 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 SUCH EQUIPMENT, APPARATUS, DEVICES OR FACILITIES REGARDLESS OF THE MODE OR

RIGHTS OF LIEN OR ATTACHMENT TO REAL PROPERTY OF THE OWNER AND UPON THE TERMINATION OF THIS AGREEMENT THE OWNER THEREOF SHALL HAVE THE RIGHT TO ENTER UPON THE PREMISES OF THE OTHER AND SHALL WITHIN A REASONABLE TIME REMOVE SUCH EQUIPMENT, APPARATUS, DEVICES OR FACILITIES, EXCEPT THAT CUSTOMER MAY NOT RECOVER THE BASEMENTS OR SITE REFERRED TO IN PARAGRAPH 4 HEREOF.

10. RATE: CUSTOMER AGREES TO PAY FOR THE POWER AND ENERGY HEREBUNDER AT THE FOLLOWING MONTHLY RATE SCHEDULE:

FIRST 20,000 KW OF BILLING DEMAND AT \$1.35  
PER KILOWATT

EXCESS KILOWATTS OF BILLING DEMAND AT \$0.90  
PER KILOWATT

PLUS AN ENERGY CHARGE OF:

FIRST 250 HOURS OF USE PER KILOWATT OF BILLING  
DEMAND AT 3.75 MILLS PER KILOWATT  
HOUR

EXCESS KILOWATT HOURS AT 2.65 MILLS PER KILOWATT  
HOUR

PAYMENT SHALL BE DUE AND PAYABLE WITHIN 15 DAYS AFTER RECEIPT OF MONTHLY BILL.

11. REDUCTIONS 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 OTHER INDUSTRIAL OR SIMILAR CUSTOMER. CUSTOMER SHALL NOT PARTICIPATE IN COOPERATIVE'S CAPITAL CREDITS EXISTING AT THE EFFECTIVE DATE OF THIS AGREEMENT,

ALL SHALL PARTICIPATE IN COOPERATIVE'S CAPITAL CREDIT ACCOUNTS FROM AND AFTER SUCH EFFECTIVE DATE PROPORTIONAL TO ITS CONTRIBUTIONS THERETO.

12. FUEL CHARGE. THE KILOWATT HOUR CHARGE SHALL BE INCREASED OR DECREASED AT THE RATE OF 0.10 MILLS PER KILOWATT HOUR FOR EACH 1¢ (AND PROPORTIONALLY FOR FRACTIONAL VARIATIONS OF 0.1¢) THE WEIGHTED AVERAGE OF DELIVERED COST OF FUEL TO BE BURNED IN COOPERATIVE'S POWER SUPPLIER PLANTS EXCEEDS OR IS LESS THAN 15.6¢ PER 1,000,000 BTU. THE DELIVERED COST OF FUEL SHALL BE THE NET COST INVOICED TO BIG RIVERS BY ITS COAL SUPPLIERS. FOR THE PURPOSE OF FACILITATING THE PROMPT MAILING OF BILLS, THE FUEL ADJUSTMENT FOR ANY MONTH SHALL BE BASED ON THE AVERAGE COST OF FUEL AND THE KILOWATT HOURS CONSUMED BY THE CUSTOMER DURING THAT MONTH, BUT SHALL APPEAR AS A CREDIT OR A DEBIT ON THE SUCCEEDING MONTHLY BILL.

13. TAXES. IF THERE SHALL BE IMPOSED AFTER THE DATE OF THIS AGREEMENT, BY FEDERAL, STATE, OR OTHER GOVERNMENTAL AUTHORITY, ANY TAX PAYABLE BY THE COOPERATIVE OR ITS POWER SUPPLIER UPON THE GROSS REVENUE OR EARNINGS, OR UPON THE PRODUCTION, TRANSMISSION OR SALE OF ELECTRIC ENERGY, A PRO RATA SHARE OF SUCH ADDITIONAL TAX OR TAXES SHALL BE ADDED TO THE MONTHLY BILLS PAYABLE BY THE CUSTOMER TO THE COOPERATIVE.

14. AD VALOREM TAXES. THERE SHALL BE ADDED TO OR  
SUBTRACTED FROM THE MONTHLY DEMAND CHARGE THE FOLLOWING  
ADJUSTMENT TO REFLECT CHANGES IN TAXES IMPOSED ON COOPERATIVE'S  
POWER SUPPLIER:

(A) IN AD VALOREM TAXES:

$$\$0.045 \frac{A}{0.0024} - \$0.045 \text{ PER KILOWATT OF BILLING DEMAND}$$

WHERE: A EQUALS THE RATIO OF TOTAL AD VALOREM TAXES IMPOSED ON POWER SUPPLIER FOR THE PRECEDING YEAR TO THE AVERAGE TOTAL PLANT INVESTMENT OF POWER SUPPLIER FOR SUCH YEAR.

(B) IN PAYROLL TAXES PAID BY POWER SUPPLIER:

$$\$0.01 \frac{B}{(0.048)} - \$0.01 \text{ PER KILOWATT OF BILLING DEMAND.}$$

WHERE: B EQUALS THE RATIO OF PAYROLL TAXES IMPOSED UPON POWER SUPPLIER DURING THE PRECEDING MONTH TO THE TOTAL PAYROLL OF POWER SUPPLIER FOR SUCH MONTH. AND,

(C) IN THE PROPORTIONATE SHARE OF ANY OTHER TAXES IMPOSED ON POWER SUPPLIER ALLOCATED EQUITABLY AMONG ALL CUSTOMERS OF POWER SUPPLIER. IF, IN COOPERATIVE'S JUDGMENT, IT IS NOT FEASIBLE TO DETERMINE THE RELATIONSHIP OF ANY TAX

IMPOSED TO SERVICE TO CUSTOMER, THE TOTAL OF SUCH TAX IMPOSED SHALL BE DEEMED TO BE ASSIGNABLE TO SALES TO CUSTOMER AND TO OTHERS IN PROPORTION TO THE RELATIONSHIP OF GROSS REVENUES FROM CLASSES OF SERVICE AFFECTING OR BEING EFFECTED BY SUCH TAXES.

15. LABOR COST ADJUSTMENT. THE MONTHLY DEMAND CHARGE SHALL BE INCREASED OR DECREASED BY 0.05% PER KILOWATT FOR EACH FULL CENT BY WHICH THE AVERAGE HOURLY EARNINGS OF PRODUCTION WORKERS ON ELECTRIC COMPANIES AND SYSTEMS AS REPORTED BY THE U. S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS, EXCEEDS OR IS LESS THAN \$3.22 PER HOUR FOR THE PRECEDING CALENDAR YEAR.

16. POWER FACTOR. THE CUSTOMER SHALL AT ALL TIMES TAKE AND USE POWER IN SUCH MANNER THAT THE POWER FACTOR SHALL EXCEED 85% LAG AND SHALL BE LESS THAN 95% LEAD AS IS CONSISTENT WITH GOOD OPERATING PRACTICE FOR THE ALUMINUM ROLLING MILL, PROVIDED, HOWEVER, THAT WHENEVER THE POWER FACTOR IS CONSISTENTLY DETERMINED TO BE LESS THAN 85% LAG OR 95% LEAD THE COOPERATIVE MAY INSTALL CORRECTIVE POWER FACTOR EQUIPMENT AT CUSTOMER'S EXPENSE TO RAISE THE POWER FACTOR TO AT LEAST 85% LAG OR REDUCE THE POWER FACTOR TO 95% LEAD.

17. BILLING DEMAND. BILLING DEMAND SHALL BE THE AVERAGE NUMBER OF KILOWATTS SUPPLIED DURING THE 30-MINUTE PERIOD OF



PEAK USE DURING THE MONTH, AND SHALL BE DETERMINED BY METER WHICH WILL RECORD ON A TAPE AT THE END OF EACH 50-MINUTE PERIOD.

FOR ANY PART OF A MONTH OF THE CUSTOMER'S CHOICE, UPON PRIOR NOTIFICATION TO COOPERATIVE IN WRITING, DURING THE PERIOD COMMENCING APRIL 1ST AND ENDING OCTOBER 31ST, SHOULD CUSTOMER ELECT TO CLOSE ITS PLANT OR CEASE ITS OPERATIONS DURING SUCH PART OF A MONTH FOR REPAIRS AND FOR MAINTENANCE, THEN THE MONTHLY DEMAND CHARGE SHALL BE PRORATED FOR SUCH PART OF A MONTH. ONLY ONE SHUTDOWN WILL BE CONSIDERED FOR THIS PURPOSE DURING EACH YEARLY PERIOD.

18. FLUCTUATION OF DEMAND AND INCREASE IN CAPACITY.

COOPERATIVE'S POWER SUPPLIER WILL INSTALL TWO POWER TRANSFORMERS WITH RATINGS OF APPROXIMATELY 15/20 MVA WITH A FUTURE RATING OF 25 MVA. THE TRANSFORMERS ARE SIZED FOR BOTH THE INITIAL AND FIRST EXPANSION OF CUSTOMER'S PLANT. IF THE PLANT IS NOT EXPANDED TO AN ELECTRICAL REQUIREMENT OF APPROXIMATELY 20 MW WITHIN FOUR YEARS, CUSTOMER HEREBY AGREES TO PAY TO COOPERATIVE, IN ADDITION TO ITS ELECTRIC POWER BILL, AN ANNUAL SUM EQUAL TO SIX PERCENT OF THE INVESTMENT COST OF ONE OF THE 15/20 MVA POWER TRANSFORMERS UNTIL SUCH TIME AS COOPERATIVE'S POWER SUPPLIER CAN EFFECTIVELY USE SAID TRANSFORMER ELSEWHERE IN ITS SYSTEM. THE TRANSFORMER CHARGE SHALL BE DUE AND PAYABLE ON JANUARY 2 OF EACH YEAR COMMENCING JANUARY 2, 1974.

WHENEVER CUSTOMER'S REQUIREMENTS ARE EXPECTED TO EXCEED THE 30,000 KW, CUSTOMER WILL GIVE COOPERATIVE SUFFICIENT ADVANCE NOTICE SO THAT COOPERATIVE AND ITS POWER SUPPLIER CAN OBTAIN AND INSTALL THE FACILITIES REQUIRED TO SUPPLY THE INCREASED DEMAND. EXCESS CAPACITY, NOT TO EXCEED 2,000 KILOWATTS, ABOVE THE CONTRACT DEMAND OF 30,000 KILOWATTS WILL BE FURNISHED BY COOPERATIVE, AS REQUIRED BY CUSTOMER, AT THE AVERAGE OF THE CONTRACT DEMAND RATES PLUS ENERGY CHARGES AT THE MONTHLY RATES SET FORTH IN PARAGRAPH 10. CONTRACT DEMAND SHALL MEAN THE CAPACITY AVAILABLE UNDER SECTION 1 AS MEASURED BY COOPERATIVE'S POWER SUPPLIER RECORDING INSTANTANEOUS KW METERS.

19. MINIMUM BILL. THERE SHALL BE A MINIMUM ANNUAL BILL OF \$60,000 FOR EACH YEAR OF THE TERM OF THIS AGREEMENT, OR ANY EXTENSION THEREOF. IF THIS CONTRACT IS TERMINATED, IN ACCORDANCE WITH THE TERMS HEREOF, THE MINIMUM BILL SHALL BE PRORATED FOR SUCH TIME AS SERVICE WAS ACTUALLY RENDERED AT THE RATE OF \$5,000.00 PER MONTH.

20. TERM OF AGREEMENT. THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL AUGUST 1, 1975, PROVIDED, HOWEVER, CUSTOMER SHALL HAVE THE EXCLUSIVE RIGHT AND OPTION TO EXTEND THIS AGREEMENT FOR A FURTHER TERM OF SIX YEARS COMMENCING AT THE EXPIRATION OF THE ORIGINAL TERM, UNDER THE SAME TERMS AND CONDITIONS AS PROVIDED HEREIN, BY GIVING WRITTEN NOTICE TO COOPERATIVE NOT LATER THAN AUGUST 1, 1973.

SHOULD CUSTOMER ELECT TO EXTEND THE TERM OF THIS AGREEMENT FOR AN ADDITIONAL TERM OF SIX YEARS THEN IN LIKE MANNER IT SHALL HAVE THE FURTHER OPTION TO EXTEND THE SAME FOR A SECOND ADDITIONAL TERM OF SIX YEARS COMMENCING AT THE EXPIRATION OF THE FIRST EXTENDED TERM ON AUGUST 1, 1981, UNDER THE TERMS AND CONDITIONS HEREIN SET FORTH, PROVIDED THAT NOTICE OF THE EXERCISE OF SUCH OPTION SHALL BE GIVEN TO CUSTOMER TO COOPERATIVE NOT LATER THAN AUGUST 1, 1977. AT THE EXPIRATION OF THE ORIGINAL TERM, OR IF EXTENDED THEN AT THE EXPIRATION OF ANY EXTENSION THEREOF, THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL TERMINATED BY EITHER PARTY GIVING THE OTHER PARTY AT LEAST TWO YEARS NOTICE IN WRITING OF ITS DESIRE TO TERMINATE THE AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, BUT SUBJECT TO THE PROVISIONS OF PARAGRAPH 21 HEREOF, CUSTOMER MAY TERMINATE THIS AGREEMENT EFFECTIVE UPON THE CLOSING OF ITS PLANT AND CESSATION OF OPERATIONS PROVIDED THE CUSTOMER SHALL GIVE COOPERATIVE AT LEAST 12 MONTHS WRITTEN NOTICE PRIOR TO THE EFFECTIVE DATE OF SUCH TERMINATION.

21. TERMINATION WITHIN FIVE YEARS. IF TERMINATION OF THIS AGREEMENT IS REQUESTED BY THE CUSTOMER PRIOR TO THE END OF THE FIRST FIVE (5) YEARS OF OPERATION UNDER THIS AGREEMENT, A TERMINATION CHARGE SHALL BE PAID TO THE COOPERATIVE BY THE CUSTOMER EQUAL TO THE ESTIMATED INVESTMENT OF \$600,000 TO BE MADE BY COOPERATIVE OR ITS POWER

SUPPLIER RESPONSIBLY TO SUPPLY POWER AND ENERGY TO CUSTOMER, WHICH COST SHALL BE REDUCED BY 1/10 PER MONTH FOR EACH MONTH CUSTOMER PURCHASES POWER AND ENERGY FROM COOPERATIVE. ANY MONTH USED FOR MAINTENANCE OR REPAIR (AS PROVIDED FOR IN ARTICLE 17) SHALL NOT APPLY IN REDUCING THIS CANCELLATION CHARGE.

22. COMMENCEMENT OF SERVICE. START OF SERVICE UNDER THIS AGREEMENT SHALL COMMENCE AFTER PRODUCTION FACILITIES TO BE FURNISHED BY COOPERATIVE'S POWER SUPPLIER ARE READY FOR COMMERCIAL OPERATION IN 4TH QUARTER 1970, AND UPON SUCH DATE (BUT IN ANY EVENT NOT LATER THAN JANUARY 1, 1971) AS SHALL BE SPECIFIED IN A WRITTEN NOTICE FROM CUSTOMER TO COOPERATIVE AT LEAST NINETY (90) DAYS IN ADVANCE OF THE DATE SO SPECIFIED.

23. FORCE MAJEURE. IN THE EVENT OF EITHER PARTY BEING RENDERED UNABLE, WHOLLY OR IN PART, BY FORCE MAJEURE OR UNCONTROLLABLE FORCES TO CARRY OUT ITS OBLIGATIONS, ON SUCH PARTY'S GIVING NOTICE AND REASONABLY FULL PARTICULARS OF SUCH FORCE MAJEURE OR UNCONTROLLABLE FORCES, IN WRITING OR BY TELEGRAPH, TO THE OTHER PARTY WITHIN A REASONABLE TIME AFTER THE OCCURENCE 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,

SO FAR AS POSSIBLE, BE REMITTED WITH ALL REASONABLE DISPATCH.

THE TERM "FORCE MAJEURE", AS USED HEREIN, SHALL MEAN ACT OF GOD, STRIKES, ACTS OF THE PUBLIC ENEMY, WARS, BLOCKADES, INSURRECTIONS, RIOTS, EPIDEMICS, LANDSLIDES, LIGHTNING, EARTHQUAKES, FIRES, STORMS, FLOODS, WASHOUTS, ARRESTS AND RESTRAINTS OF THE 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 (BOTH FEDERAL AND STATE), INCLUDING BOTH CIVIL AND MILITARY, WHICH ARE NOT REASONABLY WITHIN THE CONTROL OF THE PARTY CLAIMING SUSPENSION.

IN NO EVENT SHALL THIS AGREEMENT SUBJECT EITHER PARTY TO CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF ANTICIPATED PROFITS.

24. METERING. THE COOPERATIVE WILL INSTALL, MAINTAIN AND OPERATE THE METERING EQUIPMENT LOCATED IN THE STEP-DOWN SUBSTATION AT THE ALUMINUM ROLLING MILL. EACH METER USED UNDER THIS AGREEMENT 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 COOPERATIVE, AND MAY BE SIMULTANEOUSLY READ BY THE REPRESENTATIVE OF THE CUSTOMER IF THE CUSTOMER SO ELECTS. THE COOPERATIVE WILL 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 SHOW THAT A METER USED FOR BILLING IS ACCURATE WITHIN 1% SLOW OR FAST, NO CORRECTION SHALL BE MADE IN THE BILLING. IF ANY SUCH TESTS SHOW THAT SUCH METER IS INACCURATE BY MORE THAN 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. THE COOPERATIVE WILL MAKE ADDITIONAL TESTS OF METERS AT THE REQUEST AND EXPENSE OF THE 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 PUBLIC SERVICE COMMISSION OF KENTUCKY.

25. REMEDIES OF PARTIES. EXCEPT AS OTHERWISE PROVIDED HEREIN, NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED TO ABRIDGE, LIMIT, OR DEPRIVE EITHER PARTY OF ANY MEANS OF ENFORCING ANY REMEDY EITHER AT LAW OR AT EQUITY FOR THE BREACH OF ANY OF THE PROVISIONS HEREIN.

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.

26. NOTICES. ANY WRITTEN NOTICE, DEMAND OR REQUEST REQUIRED OR AUTHORIZED UNDER THIS AGREEMENT SHALL BE DEEMED PROPERLY GIVEN TO OR SERVED ON THE COOPERATIVE IF MAILED

TO THE ORDER OF THE KY. POWER BOARD FROM THE KY. RURAL ELECTRIC COOPERATIVE CORPORATION,  
P. O. BOX 720, CANNONBORO, KENTUCKY. ANY SUCH NOTICE, DEMAND  
OR REQUEST SHALL BE DEEMED PROPERLY GIVEN TO OR SERVED ON  
THE CUSTOMER AS NOTED TO: NATIONAL STEEL CORPORATION,  
2500 GRANT BUILDING, PITTSBURGH, PENNSYLVANIA.

EACH PARTY SHALL HAVE THE RIGHT TO CHANGE THE NAME OF  
THE PERSON OR LOCATION TO WHOM OR WHERE THE NOTICES ARE TO  
BE GIVEN OR SERVED BY NOTIFYING THE OTHER PARTY, IN WRITING,  
OF SUCH CHANGE.

27. REPORTS AND INFORMATION. EACH PARTY HERETO SHALL  
FURNISH TO THE OTHER SUCH REPORTS AND INFORMATION CONCERNING  
ITS OPERATIONS AS THE OTHER PARTY MAY REASONABLY REQUEST  
FROM TIME TO TIME.

28. FUTURE ENERGY REQUIREMENTS. IF IN THE FUTURE  
CUSTOMER REQUIRES ADDITIONAL QUANTITIES OF ELECTRIC ENERGY,  
BEYOND THOSE REFERRED TO IN THIS AGREEMENT, IT SHALL FIRST  
NEGOTIATE WITH COOPERATIVE AS TO ANY SUCH FUTURE LOAD RE-  
QUIREMENTS BEFORE NEGOTIATING WITH ANY OTHER SUPPLIER OF  
ELECTRIC ENERGY. SHOULD CUSTOMER AT ANY TIME NOTIFY COOPER-  
ATIVE THAT IT DESIRES TO NEGOTIATE AS TO SUCH FUTURE LOAD  
REQUIREMENTS, COOPERATIVE AGREES THAT IT WILL EXPEDITIOUSLY  
DO SO AND WILL EXERCISE ITS BEST EFFORTS TO AGREE UPON  
REASONABLE TERMS AS TO RATES AND CONDITIONS OF SERVICE.

IF CUSTOMER AND COOPERATIVE FAIL TO REACH AGREEMENT  
ON FUTURE ADDITIONAL LOAD REQUIREMENTS, CUSTOMER MAY PURCHASE

SUCH ADDITIONAL POWER AS MAY BE REQUIRED, PROVIDED, HOWEVER, THE WHOLESALE ENERGY DEMAND AND LOSS FACTOR SUPPLIED BY THE COOPERATIVE UNDER THIS CONTRACT IS NOT REDUCED THEREBY, AND THAT SUCH ADDITIONAL POWER IS REFERRED SEPARATELY.

28. Successors in Interest. The terms and conditions of this agreement shall inure to and be binding upon the parties together with their respective successors and assigns. The Customer may, at its election, assign or transfer this agreement to any subsidiary or affiliate of Customer which may become engaged in the operation of the aluminum rolling mill; and, in such event, if such assignee or transferee shall assume all obligations or responsibilities of Customer under this agreement, then Customer shall become only secondarily liable for such obligations and responsibilities.

29. This agreement shall not become effective until approved by the Administrator of the Rural Electrification Administration.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR NAMES TO BE HEREUNTO SUBSCRIBED BY THEIR REPRESENTATIVES THEREUNTO DULY AUTHORIZED BY THEIR RESPECTIVE BOARDS OF DIRECTORS AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

ATTEST:

Robert Reid

GREEN RIVER RURAL ELECTRIC  
COOPERATIVE CORPORATION

By JR Mills



ATTEST:

*H. Bowen*

ASSISTANT SECRETARY

NATIONAL ALUMINUM CORPORATION  
KXDXKXISXQHXQHXNAXIQHXKXSTEEEXDQHX

By *[Signature]*

VICE PRESIDENT