

THIS AGREEMENT made this 12 day of MARCH, 1987, by and between GREEN RIVER ELECTRIC CORPORATION (hereinafter called "Seller"), and ROSE BROTHERS TRUCKING, INC., (hereinafter called "Consumer"), an Indiana corporation, with principal offices at P. O. Box K, Lynnville, Indiana 47619.

WITNESSETH:

WHEREAS, consumer has contracted with Big Rivers Electric Corporation, seller's wholesale power supplier, to perform certain services for Big Rivers at its Coleman Power Station in Hancock County, Kentucky; and

WHEREAS, consumer has requested seller to supply electric power and energy on a temporary basis for its dredging operations to be located upon Big Rivers' property; and

WHEREAS, seller and consumer wish to agree upon the terms and conditions under which the electric power and energy will be made available by seller for consumer's operations.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties do hereby covenant and agree as follows:

1. GENERAL OBLIGATIONS.

Seller shall make available, sell, and deliver to the consumer, and consumer shall take and pay for all of the electric power and energy as specified in Paragraph 2.04 of the Public Service Commission of Kentucky and required by consumer in the operation of its facilities described upon Exhibit A hereto, at the rates and upon the terms and conditions hereinafter specified.

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

BY: B. Jones

2.0 SERVICE CHARACTERISTICS.

2.01 Type. Service hereunder shall be alternating current, three-phase, four-wire, sixty hertz, at approximately 12,470 volts.

2.02 Delivery Point. The point of delivery of the power and energy made available hereunder shall be at consumer's transformers, as shown upon Exhibit A.

2.03 Service Restrictions. Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of purchased power and shall not sell any electric power and energy purchased hereunder.

2.04 Maximum Demand. The maximum instantaneous demand of consumer during the primary term of this agreement, or any extension hereof, shall be 1500 kW. Seller shall not be obligated to supply capacity in excess of said demand.

2.05 Electric Disturbances and Phase Balancing.

(a) Consumer 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 to or interference with seller's or its wholesale power supplier's systems or facilities or other property in proximity thereto; or (ii) prevent seller from serving other purchasers satisfactorily.

(b) Seller may require consumer, at consumer's expense, to make such changes in its system as are necessary to reasonably limit such fluctuations and disturbances.

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(c) Consumer shall take and use the power and energy hereunder in such a manner that the load at the point of delivery shall not cause an imbalance between the phases of more than 15%. Should the load be imbalanced by more than 15%, seller reserves the right to require consumer, at consumer's expense, to make the necessary changes to correct such condition. In addition to any other remedies the seller may have hereunder, should consumer fail to make such changes, seller may, in its determination of billing demand, assume that the load on each phase is equal to the greatest load on any phase.

2.06. Power Factor. Consumer shall maintain a power factor at the point of delivery as nearly as practicable to unity. Should consumer's power factor fall below 90% at the time of monthly peak demand, the billing demand will be adjusted in accordance with Paragraph 3.04(a) hereof.

2.07. Metering.

(a) The metering equipment necessary to register the electric demand and energy for this service shall be furnished, installed, operated and maintained by seller and/or its wholesale power supplier and shall be and remain the property of seller and/or its wholesale power supplier.

(b) Seller's meter shall be read on the first day of each month, or such other day as may be mutually agreed upon, by a representative of seller, and may be simultaneously read by a representative of consumer should consumer so elect.

(c) All inspections and testing of metering equipment shall be performed by seller in accordance with the applicable rules and regulations of the Kentucky Public Service Commission.

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2.08 Facilities Provided by Consumer.

(a) Consumer shall provide, or cause to be provided, at its expense, suitable temporary easements and rights of way upon Big Rivers' property necessary for the construction, operation, and maintenance of the facilities and equipment of seller used in providing electric service hereunder.

(b) Consumer shall furnish, install, operate, and maintain, or cause to be furnished, installed, operated, and maintained, at its expense, such facilities and equipment as deemed necessary for it to receive and use the electric power and energy hereunder at and from its point of delivery, including necessary 12,470/480 volt transformers to reduce seller's voltage to consumer's required level, except that seller shall, at consumer's request, install and service said transformers at consumer's expense on a cost-plus-material basis.

2.09 Facilities Provided by Seller. Seller shall furnish, install, operate and maintain, or cause to be furnished, installed, operated and maintained, all of the app~~aratus~~ **PUBLIC SERVICE COMMISSION OF KENTUCKY** and equipment required for its delivery of the pow~~er~~ **EFFECTIVE** energy hereunder to consumer's delivery point, and ~~same shall~~ **MAY 04 1987** be and remain the property of seller and/or its ~~respective~~ **PURSUANT TO 807 KAR 5:011, SECTION 9 (1)** power supplier, including: **By Jones**

(i) A temporary 69/12.47 KV substation erected on a fenced 50-foot square area upon Big Rivers' property, as shown upon Exhibit A, and associated distribution lines running from said substation to consumer's transformers.

(ii) Metering, breakers, and required protective devices as mutually agreed upon and necessary for the proper measurement, control and coordination between seller's and consumer's facilities.

PAYMENT

3.01 Rates. (a) Consumer shall pay the seller for service hereunder at the rates and upon the additional terms and conditions set forth upon Exhibit B hereto, subject to such changes as may become effective from time to time by operation of law or by order of the Kentucky Public Service Commission, and further subject to such changes as may be required to reflect modification of the rates under which seller purchases electric service at wholesale.

(b) 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 consumer's duty to pay for service in accordance with any changed rates, terms, or conditions of ~~service rendered or~~ **PUBLIC SERVICE COMMISSION OF KENTUCKY** after the effective date of such change. **EFFECTIVE**

3.02 Taxes. Consumer shall pay all taxes, charges, or assessments now or hereafter applicable to ~~electric service~~ **PURSUANT TO 807 KAR 5:011, SECTION 9 (1)** hereunder. **MAY 04 1997**

3.03 Construction/Facilities Charge. In consideration of the temporary nature of consumer's electric service and the magnitude of seller's investment to make service available to consumer, consumer shall also pay a monthly facilities charge as shown upon attached Exhibit C, representing the amortization of seller's total estimated costs associated with providing service to consumer and consumer's contribution in aid of construction. Seller shall have the right to adjust said monthly charge to reflect all of seller's actual associated costs. Said service

charge shall be in addition to the minimum bill provisions specified herein.

3.04 Billing Demand. The billing demand of consumer shall be the greater of either (a) the "monthly peak demand", or (b) the "minimum bill".

(a) "Monthly peak demand" shall mean the average demand in kilowatts metered for the 30-minute period of greatest power use by consumer during the month, increased by one percent (1%) for each full one percent (1%) that consumer's power factor falls below the power factor specified in Paragraph 2.06.

(b) "Minimum Bill". Notwithstanding any provision of the rate schedule set forth upon Exhibit B and irrespective of consumer's requirements for or use of electric power and energy, consumer shall be billed and pay for no less than 150 KW and 25,000 KWH per month during the term of this agreement.

3.05 Initial Billing Period. The effective date of the initial billing period shall be the first day of the first month after seller makes available for consumer's use the power and energy provided for herein. Should consumer's utilization of service actually commence after the 15th day of ~~April~~ ^{MAY 10, 1987}, seller will pro-rate consumer's demand charge to reflect such usage period.

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3.06 Payment of Bills. Bills for service hereunder shall be paid at seller's headquarters office in Owensboro, Kentucky, or any of its branch offices. Such payment shall be due on or before the 15th day of each month for service furnished during the preceding monthly billing period. In the event the current monthly rendered bill is not paid by its due date, simple interest equal to the prime rate then in effect at Continental Illinois

National Bank of Chicago, plus one percent (1%) shall apply to any unpaid amounts from due date until paid. Seller may discontinue service to consumer for nonpayment in accordance with the prevailing regulations of the Kentucky Public Service Commission, provided, however, that any such discontinuance shall not relieve consumer of any of its obligations under this agreement.

4. MEMBERSHIP

Consumer shall become a member of seller, shall pay its membership fee, and be bound by such rules and regulations as may from time to time be adopted by seller.

5. CONTINUITY OF SERVICE

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 should fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure rights of way, or any other cause beyond the reasonable control of seller or its wholesale power supplier, seller shall not be liable therefor or for damages caused thereby.

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6. TERM

6.01 Initial Term and Renewals.

This agreement shall remain in full force and effect until April 1, 1989, and shall on said date and annually thereafter automatically renew for successive one-year terms upon the same terms and conditions stated herein, or any amendment hereof, until terminated by either party giving the other party at least ninety (90) days written notice prior to the effective date of such termination.

6.02 Assignment. This agreement shall not be assigned without the prior written consent of seller, which consent will not be unreasonably withheld. Consumer shall give seller ninety (90) days advance written notice of any proposed assignment of this agreement.

6.03 Early Termination. (a) In the event seller should cancel this agreement for any breach or default on the part of consumer, or should consumer discontinue or abandon the operation of its facilities to be served hereunder, there shall immediately become due and payable to seller, as liquidated damages, a facilities abandonment charge equal to seller's total estimated investment as shown upon Exhibit C made exclusively to supply power and energy to consumer, which charge shall, however, be reduced each month to the extent of consumer's payment of seller's monthly construction/facilities charge. Any ultimate termination charge arising hereunder shall be adjusted to reflect seller's actual investment costs.

(b) The minimum bill provisions of Paragraph 3.04(b) shall remain in full force and effect during the term of this agreement irrespective of any written notification by either party to the other of any intent to terminate under this provision.

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7. RIGHT OF ACCESS

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

8. REMEDIES OF THE PARTIES

Except as specifically provided herein, nothing contained herein shall be construed to abridge, 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.

9. NOTICES

Any written notice, demand or request required or authorized hereunder shall be deemed properly given to or served upon the other party if the notice is 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 - P. O. Box 1389
Owensboro, Kentucky 42302-1389

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To the Consumer:

Rose Brothers Trucking, Inc.
P. O. Box K
Lynnville, Indiana 47619

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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.

10. SEVERABILITY

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

11. SUCCESSION AND APPROVAL

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

11.02 The effective date of this agreement shall be April 1, 1987, except that said effective date shall be postponed and this agreement shall not become effective unless and until it is approved or accepted by the Public Service Commission of Kentucky and such other state or federal regulatory agency having jurisdiction by law to confirm and approve the rates and other conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, all as of the date first above written.

GREEN RIVER ELECTRIC CORPORATION

By: Dean Stanley
Dean Stanley,
President/General Manager

Attest:

Carol Gillin
Asst. Secretary

ROSE BROTHERS TRUCKING, INC.

By: Eddie R. Brown
President

Attest:

Henry D. Webb

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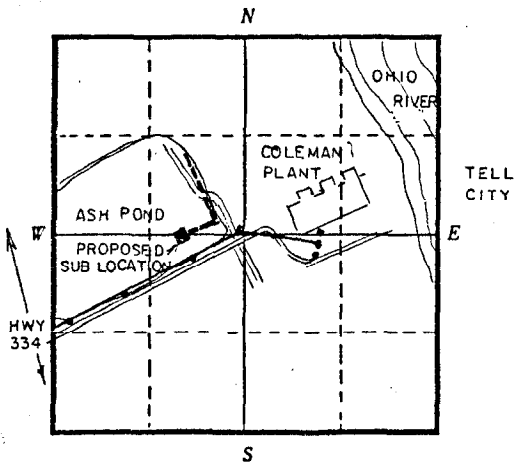
BY: Boyer

EXHIBIT A

DESCRIPTION AND LOCATION OF SERVICE

TYPE OF OPERATION Surface Dredging		USE OF SERVICE Reclaim Fly Ash Pond	
SERVICE WILL BE MADE AVAILABLE ON OR BEFORE (date) April 1 19 87		SIZE OF LARGEST MOTOR 150 h.p.	
NUMBER OF ACRES 100	SECTION	TOWNSHIP	RANGE
APPROX. MILES 4.5	(Direction) Northwest	FROM (Town) Hawesville, Kentucky	(Name of road) KY 334
OWNER Rose Brothers Trucking Company			
OWNER'S ADDRESS P. O. Box K, Lynnville, Indiana 47616			
MAIL BILLS AND NOTICES TO Same as above.			

(Show the location of the point of service in section tract below. Also show existing electric lines, roads, irrigation ditches, etc. that may be related to this service.)



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Apply of electric
or become
and be bound

EXHIBIT B

The Rates to Rose Brothers Trucking Company shall be as follows:

The monthly delivery point rate shall be:

Demand Charge of:

\$6.50 per KW of billing demand;

Plus Energy Charge of:

39.615 mills per KWH consumed.

FUEL ADJUSTMENT CHARGE FOR SPECIAL CONTRACTS

The energy charge in any month under the above schedule shall be increased or decreased by a fuel adjustment charge according to the following formula:

$$\frac{F^1}{P} = \text{rate applicable to each KWH sold}$$

Where F^1 is the aggregate charge from the Corporation's wholesale power supplier fuel adjustment; where P is the total KWH purchased. The rate resulting from this formula shall be applied to each kilowatt hour sold in the current month. The consumer shall receive a credit in each month equal to the inter-system sales credit received by the Corporation from its wholesale power supplier attributable to the consumer's billing demand.

TAXES

There shall be added to each applicable consumer's bill the Kentucky Sales Tax (KRS 139.210). There shall also be added to each applicable customer's bill the Utility Gross Receipts License Tax for Schools (KRS 160.617).

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PURSUANT TO 807 KAR 51011,
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BY: [Signature]

EXHIBIT C

Construction/Facilities Charge

FACTORS:	Construction Cost (CC)	\$24,000*
	Number of Monthly Payments	24
	Cost of Money	6.0%

$$\text{Monthly Payment} = \frac{\text{CC}}{24} + \frac{\text{CM}}{12} \times \text{Average Investment}$$

$$\text{Average Investment} = \frac{\text{CC}}{2}$$

$$\text{Monthly Payment} = \$1,000 + \$60^*$$

*To be adjusted to actual.

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PURSUANT TO 807 KAR 810.1,
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