

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT DATED JUNE 28, 1963

BETWEEN

GREEN RIVER RURAL ELECTRIC COOPERATIVE CORPORATION
OWENSBORO, KENTUCKY

AND

HARVEY ALUMINUM (INCORPORATED)
TORRANCE, CALIFORNIA

THIS SUPPLEMENTAL AGREEMENT NO. 2 MADE AND ENTERED INTO AS OF THE FIRST DAY OF JULY, 1969, BY AND BETWEEN GREEN RIVER RURAL ELECTRIC COOPERATIVE CORPORATION, HEREINAFTER REFERRED TO AS "COOPERATIVE" AND HARVEY ALUMINUM (INCORPORATED), HEREINAFTER REFERRED TO AS "CUSTOMER",

WHEREAS, COOPERATIVE AND CUSTOMER HAVE HERETOFORE ENTERED INTO AN AGREEMENT FOR ELECTRIC SERVICE, DATED JUNE 28, 1963, AND

WHEREAS, SAID AGREEMENT WAS MODIFIED BY A SUPPLEMENTAL AGREEMENT DATED NOVEMBER 12, 1963, AND

WHEREAS, COOPERATIVE'S POWER SUPPLIER BIG RIVERS RURAL ELECTRIC COOPERATIVE CORPORATION, HEREINAFTER REFERRED TO AS "BIG RIVERS" WILL REDUCE ITS RATE ON JULY 1, 1969 FOR POWER SOLD TO COOPERATIVE WHICH IS RESOLD BY COOPERATIVE TO CUSTOMER, AND

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WHEREAS, SECTION 13 PROVIDES FOR COOPERATIVE TO USE ITS
BEST EFFORTS TO ASSURE FAIR, REASONABLE, AND NON-
DISCRIMINATORY RATES TO CUSTOMER, AND

WHEREAS, CERTAIN PROVISIONS OF THE AGREEMENT ARE NO LONGER
APPLICABLE AND REQUIRE CHANGE;

NOW, THEREFORE, IN THE CONSIDERATION OF THE PREMISES AND
OTHER CONSIDERATIONS OF BENEFIT TO THE PARTIES HERETO,
THE EXISTENCE AND RECEIPT OF WHICH IS HEREBY MUTUALLY
ACKNOWLEDGED, IT IS AGREED BY AND BETWEEN SUCH PARTIES
THAT THE FOLLOWING CHANGES AND MODIFICATION SHALL BE
MADE, AND ALL OTHER TERMS AND CONDITIONS OF THE AFORE-
SAID AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT:

SECTION 10. SECTION 10 IS AMENDED TO READ IN ITS ENTIRETY
AS FOLLOWS:

RATE: CUSTOMER AGREES TO PAY FOR THE POWER AND
ENERGY HEREUNDER AT THE FOLLOWING MONTHLY RATE
SCHEDULE:

RATE APPLICABLE JULY 1, 1969 THROUGH AUGUST 31, 1970:

FIRST 5,000 KW OF BILLING DEMAND AT \$1.80
PER KILOWATT

NEXT 15,000 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 200 HOURS OF USE PER KILOWATT OF BILLING DEMAND AT 4.0 MILLS PER KILOWATT HOUR

EXCESS KILOWATT HOURS AT 2.5 MILLS PER KILOWATT HOUR.

RATE APPLICABLE AFTER AUGUST 31, 1970:

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.

SECTION 11. SECTION 11 IS AMENDED TO READ IN ITS ENTIRETY AS FOLLOWS:

FUEL CLAUSE. 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 COOPERATIVE'S POWER SUPPLIER PLANTS BY ITS COAL SUPPLIERS. FOR THE ²POSE 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.

SECTION 12. SECTION 12 IS AMENDED TO READ IN ITS ENTIRETY AS FOLLOWS:

(1) TAXES.

(A) IF THERE SHALL BE IMPOSED 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.

(B) ADJUSTMENT. 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:

(1) IN AD VALOREM TAXES:

\$0.045 $\frac{A}{(0.0024)}$ - \$0.045 PER KILOWATT OF BILLING DEMAND. *4/6/21*

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.

(II) IN PAYROLL TAXES PAID BY POWER SUPPLIER:

$\$0.01 \frac{B}{(0.048)} - \0.01 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.

(2) LABOR COST ADJUSTMENT.

A NEW SECTION IS ADDED, WHICH SHALL READ IN ITS ENTIRETY AS FOLLOWS:

AGL

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.

SECTION 16. SECTION 16 IS AMENDED BY DELETING THEREFROM THE FIRST SENTENCE AND SUBSTITUTING IN LIEU THEREOF THE FOLLOWING:

"COOPERATIVE'S POWER SUPPLIER HAS INSTALLED TRANSFORMERS CAPACITY OF 45,000 KVA; WHENEVER CUSTOMER'S REQUIREMENTS ARE EXPECTED TO EXCEED THE 45,000 KVA, 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."

AND BY ADDING THE FOLLOWING SENTENCE AT THE END THEREOF:

"CONTRACT DEMAND SHALL MEAN THE CAPACITY AVAILABLE UNDER SECTION 1 AS MEASURED BY COOPERATIVE'S POWER SUPPLIER RECORDING INSTANTANEOUS KW METERS."

SECTION 22. SECTION 22 IS AMENDED BY DELETING IN THE FOURTH LINE THEREOF "20TH DAY" AND SUBSTITUTING IN LIEU THEREOF "FIRST DAY". 292

CONTRACT IS SUBJECT TO THE APPROVAL OF RURAL ELECTRI-
FICATION ADMINISTRATION.

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

GREEN RIVER RURAL ELECTRIC
COOPERATIVE CORPORATION

By JR Miller

HARVEY ALUMINUM (INCORPORATED)

By [Signature]

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