

THIS AMENDMENT TO AGREEMENT made and entered into this the 2nd day of April, 1973, by and between GREEN RIVER RURAL ELECTRIC COOPERATIVE CORPORATION, a Kentucky corporation, with principal offices in Owensboro, Daviess County, Kentucky (hereinafter called the "Cooperative"), and NATIONAL-SOUTHWIRE ALUMINUM COMPANY, a Delaware corporation, with principal offices in Hancock County, Kentucky (hereinafter called "NSA"),

WITNESSETH:

WHEREAS, the Southwire Company, a Georgia corporation, executed an electric service contract with the Cooperative dated January 13, 1967, which agreement was subsequently amended by supplemental agreements dated December 19, 1968, December 21, 1968, and September 24, 1969; and

WHEREAS, said Southwire Company assigned all of its right, title and interest in and to said contract as amended to NSA; and

WHEREAS, the parties hereto are desirous of and have mutually covenanted and agreed to amend said contract as amended in certain particulars;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to the parties, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the parties do hereby contract and agree as follows, to-wit:

Paragraph 11, found on page 4 of the contract between Southwire Company and the Cooperative dated January 13, 1967, is amended to delete said paragraph in its present form and there shall be substituted therefor the following agreed upon paragraph, to-wit:

"11. Fuel Clause: The energy charge shall be increased or decreased at the rate of 0.106 mills per kilowatt hour for each 1.0 cent, or fraction thereof, by which the weighted average cost of fuel burned during each month in the Cooperative's power supplier's thermal generating plants exceeds or is less than 15.6 cents per million BTU. For the purpose of facilitating the prompt mailing of bills, the fuel adjustment for any month shall be based upon the average cost of fuel and the kilowatt hour consumed by the member during that month, but shall appear as a credit or a debit upon the succeeding monthly bill."

The aforesaid agreement of January 13, 1967, and amendments or supplements thereto, if any, shall otherwise remain in full force and effect.

WITNESS the signatures of the parties hereto, this the day and date first above written.

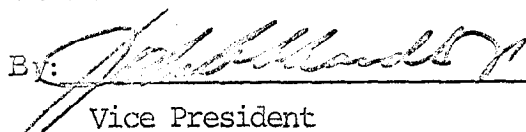
GREEN RIVER RURAL ELECTRIC  
COOPERATIVE CORPORATION

By:   
GENERAL MANAGER

Attest:

  
ASSISTANT SECRETARY

NATIONAL-SOUTHWIRE ALUMINUM  
COMPANY


By:   
Vice President

Attest:

  
Assistant Secretary

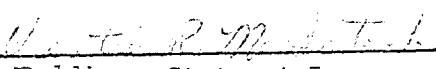
STATE OF KENTUCKY  
COUNTY OF DAVIESS ...Sct.

The foregoing instrument was acknowledged before me this  
14 th day of FEBRUARY, 1973, by J. R. MILLER,  
the MANAGER of Green River Rural Electric Cooperative  
Corporation, a Kentucky corporation, on behalf of the corporation, and I,  
JOHN B. WARREN II, a notary public, do hereby  
certify same.

  
Notary Public, STATE AT LARGE  
My commission expires: APRIL 1, 1975

STATE OF GEORGIA  
COUNTY OF CARROLL ...Sct.

The foregoing instrument was acknowledged before me this 2nd  
day of April, 1973, by John C. Chandler, Jr.,  
the Vice President of National-Southwire Aluminum Company, a Delaware  
corporation, on behalf of the corporation, and I, Vertie R. McIntosh,  
a notary public, do hereby certify same.

  
Notary Public, State at Large  
My commission expires: April 22, 1973