

AMENDMENT NO. 3 TO AGREEMENT FOR ELECTRICAL SERVICE

THIS AMENDMENT NO. 3 TO AGREEMENT FOR ELECTRICAL SERVICE, made and entered into on this the 8th day of December, 1989, by and between GREEN RIVER ELECTRIC CORPORATION, a Kentucky corporation organized under KRS Chapter 279, with its principal office at 3111 Fairview Drive, P.O. Box 1389, Owensboro, Kentucky 42302, hereinafter called "Green River", and NATIONAL-SOUTHWIRE ALUMINUM COMPANY, a corporation formed under the laws of the State of Delaware, with its principal place of business in Hancock County, Kentucky, P.O. Box 500, Hawesville, KY 42348, hereinafter called "Customer".

WITNESSETH:

WHEREAS, Green River and Customer are parties to an "Agreement for Electric Service As Amended and Supplemented", dated June 14, 1982, which agreement has been amended by amendment dated November 20, 1987 (the "Supplemental Power Amendment"), and by amendment dated June 8, 1989 (the June 14, 1982, agreement, and the subsequent amendments being hereinafter collectively referred to as the "1982 Agreement"), and

WHEREAS, Green River and Customer have now agreed upon certain revisions to the terms contained in the Supplemental Power Amendment;

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

1. The Supplemental Power Amendment to the 1982 Agreement is amended as follows for the period beginning December 1, 1989, and continuing through March 31, 1990:

a. Paragraph (1)(a) of the Supplemental Power Amendment is amended to read as follows:

"Supplemental Demand" shall mean Customer's actual monthly demand in kilowatts (metered and determined as provided in paragraph 10 of the 1982 Agreement) in excess of 317,000 kilowatts.

b. Paragraph (2) of the Supplemental Power Amendment is amended to read as follows:

The terms of the Variable Aluminum Smelter Power Rate Schedule shall not apply to Supplemental Demand and Supplemental Energy, and Supplemental Energy shall not be used in computing the Demand Charge Credit provided for in Section IV.A.1. of the Variable Aluminum Smelter Power Rate Schedule. The monthly delivery point rate for supplemental demand and supplemental energy shall be 19.33 mills per kilowatt hour.

2. The provisions of the 1982 Agreement shall govern performance of this amendment, except to the extent inconsistent herewith. Upon the expiration of the term of this amendment, the terms of the Supplemental Power Amendment which were overridden by this amendment will be reinstated.

3. This amendment shall not become effective unless and until 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 the Louisville Bank for Cooperatives; and

b. This amendment has been filed with the Kentucky Public Service Commission, and has been approved by such Commission, or has otherwise become effective under the Kentucky statutes and the Commission's rules and regulations.

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

GREEN RIVER ELECTRIC CORPORATION

BY: *Dean Stanley*  
Dean Stanley  
President and General Manager

NATIONAL-SOUTHWIRE ALUMINUM COMPANY

BY: *H. Gary Satterwhite*  
H. Gary Satterwhite  
Vice President and General Manager