

APPENDIX B

AMENDMENT NO. 4 TO AGREEMENT FOR ELECTRICAL SERVICE

THIS AMENDMENT NO. 4 TO AGREEMENT FOR ELECTRICAL SERVICE, made and entered into on this the 28th day of March, 1990, 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 ("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 ("Customer").

WITNESSETH:

WHEREAS, Green River and Customer are parties to an "Agreement for Electric Service As Amended and Supplemented", dated June 14, 1982 (the "1982 Agreement"), and

WHEREAS, the parties amended the 1982 Agreement by an "Amendment to Agreement for Electrical Service" dated November 20, 1987 ("Amendment No. 1"), by an "Amendment No. 2 to Agreement for Electric Service" dated June 8, 1989 ("Amendment No. 2"), and by an "Amendment No. 3 to Agreement for Electrical Service" dated December 8, 1989 ("Amendment No. 3"), and

WHEREAS, Customer and Green River have entered into a Settlement Agreement dated as of January 1, 1990 (the "Settlement Agreement"), which, among other things, settles all outstanding litigation between them, and

WHEREAS, the terms of the Settlement Agreement require certain amendments to the 1982 Agreement, as amended,

NOW, THEREFORE, in consideration of the premises and in performance of the terms of the Settlement Agreement, Green River and Customer agree as follows:

1. **Rates.** Section 9 of the 1982 Agreement is amended to read as follows:

9. **RATES.**

- (a) Customer agrees that for the period April 1, 1990, through August 31, 1997, it will pay monthly for the power and energy hereunder in accordance with the rates set forth in Green River's filed tariff effective April 1, 1990; subject, however, to the conditions of force majeure as provided in Section 19. Green River and Customer agree that they will not seek any changes in Green River's filed tariff effective April 1, 1990 (other than the kilowatt hour "adder"), or in Big Rivers' NSA Smelter Rate of April 1, 1990, to be effective during the period April 1, 1990, through August 31, 1997. The parties hereto acknowledge and agree that the rates for electrical service contained in the Green River tariff effective April 1, 1990, will not impair the financial ability of Big Rivers Electric Corporation ("Big Rivers") to continue to provide electrical service in the Big Rivers Service Area, cast an unreasonable burden upon other users of electrical service in the Big Rivers Service Area, or unduly discriminate against users of electrical service in the Big Rivers Service Area. It is the intent of the parties hereto that the rates to Customer for the

period April 1, 1990, through August 31, 1997, set forth in Green River's filed tariff effective April 1, 1990, shall not be subject to change (other than the kilowatt hour "adder" and changes provided for in Green River's filed tariff effective April 1, 1990) by the Public Service Commission and shall under all circumstances be the rates paid by Customer to Green River for electrical service during that period.

- (b) Customer agrees that for the period subsequent to August 31, 1997, it will pay monthly for the power and energy hereunder in accordance with the rates set forth in Green River's filed tariff effective April 1, 1990; subject, however, to the conditions of force majeure as provided in Section 19 and to such changes as may be authorized or ordered into effect from time to time by the Public Service Commission. With the exception of the provisions in paragraph 9(a), no provision in this Agreement shall be construed or operate to deny a customer or Green River the right to appear before any administrative or legal tribunal to protest any rate adjustment.

2. **Contract Demand.** Sections 15(a) and 15(b) of the 1982 Agreement are amended to read as follows:

15. Contract Demand.

- (a) Customer's Contract Demand shall be not less than 292,000 kW nor more than 317,000 kW, the exact Contract Demand for each billing month being as fixed by notice from Customer to Green River at least 30 days prior to the first day of the billing month for which notification is being given. Monthly increases or decreases within the Contract

Demand range shall be in multiples of 1,000 kW, and no change in excess of 5,000 kW shall be made without the prior approval of Green River and Big Rivers.

- (b) Customer may reduce the range of Contract Demand in blocks not to exceed fifty thousand (50,000) kilowatts by giving Green River written notice of not less than thirty-six (36) months before the date Customer wishes such reduction to become effective. Not more than one (1) reduction may be made in any three (3) year period, and no such reduction may become effective prior to September 1, 1997.

3. Rescission of August 28, 1989, Letter. The notice reducing the Contract Demand to not less than 267,000 kW nor more than 292,000 kW, sent in a letter to Green River by Customer dated August 28, 1989, to be effective as of October 5, 1992, shall be deemed rescinded and of no further force and effect.

4. Revocation of Prior Amendments. This amendment supersedes and revokes Amendment No. 1, Amendment No. 2 and Amendment No. 3.

5. Supplemental Interruptible Power.

A. The provisions of this paragraph 5. shall apply only to "Supplemental Demand" and "Supplemental Energy" consumed by Customer. For purposes of this paragraph:

- i. "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, not to exceed 45,000 kilowatts.

ii. "Supplemental Energy" shall mean the number of kilowatt hours which is the product of multiplying Supplemental Demand by "hours use of demand". Hours use of demand is determined by dividing Customer's energy usage in kilowatt hours in the billing month by Customer's actual demand in kilowatts for that month.

B. The terms of Green River's filed tariff effective April 1, 1990 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 Green River's filed tariff effective April 1, 1990.

C. The monthly delivery point rate per kilowatt hour for supplemental interruptible power shall be the greater of:

i. 19.33 mills, or

ii. the sum of:

a. the Public Service Commission-approved energy rate of Green River's wholesale power supplier, plus

b. fuel adjustment clause charges under Section h. of Green River's filed tariff effective April 1, 1990, plus

c. 1.575 mills.

D. Supplemental Demand and Supplemental Energy is offered to Customer by Green River on an as available,

interruptible basis. Green River's wholesale power supplier shall have sole discretion to determine whether and when it has power available from the generation on its system to meet Customer's request for delivery by Green River of Supplemental Demand and Supplemental Energy. If Green River is unable to obtain Supplemental Demand and Supplemental Energy from generation on the system of its wholesale power supplier or if Green River notifies Customer of an imminent interruption in the delivery of Supplemental Demand and Supplemental Energy to Customer, upon Customer's request, Green River will ask its wholesale power supplier to obtain power to satisfy Customer's request for Supplemental Demand and Supplemental Energy from any available sources and transmit such power to Customer's plant for Customer's use. Green River shall advise Customer of the availability of any such power to its wholesale power supplier and the terms and conditions under which such power may be obtained and delivered. Customer shall then determine whether or not such terms and conditions are acceptable to it and, if so, shall confirm such acceptance in writing to Green River or its wholesale power supplier, whereupon the power shall be delivered to and paid for by Customer.

E. If Green River's wholesale power supplier has the opportunity to make an inter-system sale of power but is unable to make that inter-system sale from generation on its own system without interrupting, in whole or in part, the delivery of supplemental power to Customer, Customer

shall have the option to pre-empt that proposed inter-system sale by matching the price and term of the proposed inter-system sale, provided that:

i. The inter-system offer to purchase must be a bona fide offer.

ii. If Customer exercises the option to pre-empt the proposed inter-system sale, Customer shall confirm the exercise of such option in writing to Green River or its wholesale power supplier, whereupon the power shall be delivered to and paid for by Customer.

iii. If Customer declines to pre-empt the proposed inter-system sale, Green River or its wholesale power supplier shall notify Customer in writing of the effective date of the reduction in its supply of Supplemental Demand and Supplemental Energy required to implement the inter-system sale by Green River's wholesale power supplier.

F. The provisions in this paragraph shall terminate at 12:01 a.m. on September 1, 1997.

6. 1982 Agreement. The provisions of the 1982 Agreement, as amended, shall govern performance of this amendment and shall remain in full force and effect, except to the extent inconsistent herewith.

7. Effective Date. This amendment shall become effective on the later of April 1, 1990, or the date upon which the last of the following conditions precedent occurs:

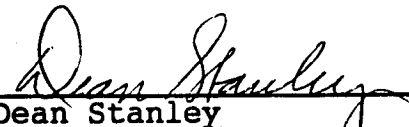
A. this amendment is approved by the Administrator of the Rural Electrification Administration of the United States of America and the National Bank for Cooperatives; and

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; and


C. the Settlement Agreement becomes effective.

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

GREEN RIVER ELECTRIC CORPORATION

BY: 
Dean Stanley
President and General Manager

NATIONAL-SOUTHWIRE ALUMINUM COMPANY

BY: 
H. Gary Satterwhite
Vice President and General Manager