

AMENDMENT NO. 5 TO AGREEMENT FOR ELECTRICAL SERVICE

THIS AMENDMENT NO. 5 TO AGREEMENT FOR ELECTRICAL SERVICE, made and entered into on this the 2 day of ^{May}~~April~~, 1997, 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 NSA, INC., a corporation formed under the laws of the Commonwealth of Kentucky, with its principal place of business in Hancock County, Kentucky, P. O. Box 500, Hawesville, Kentucky 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"), by an "Amendment No. 3 to Agreement for Electrical Service" dated December 8, 1989 ("Amendment No. 3"), and by "Amendment No. 4 To Agreement for Electrical Service" dated March 28, 1990 ("Amendment No. 4"), and

WHEREAS, Customer and Green River have agreed to negotiate a new agreement for electric service which includes a new permanent rate schedule to be implemented on September 1, 1997, and

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JUN 18 1997

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan D. Bell

WHEREAS, Green River agreed in Amendment No. 4 to sell supplemental interruptible power to Customer, which agreement terminates on August 31, 1997, and

WHEREAS, the parties have reason to believe that events may occur that will delay commencement of electric service under the new rate schedule until a date after September 1, 1997,

NOW, THEREFORE, in consideration of the premises, Green River and Customer agree that Section 5 of Amendment No. 4 is amended effective September 1, 1997, to read as follows:

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 267,000 kilowatts, not to exceed 95,000 kilowatts.

ii. "Supplemental Energy" shall mean the number of kilowatt hours consumed by Customer above 267,000 kilowatts at a 99% load factor in the billing month.

B. The terms of Green River's filed tariff effective April 1, 1990, shall not apply to Supplemental Demand and Supplemental Energy. PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUN 18 1997

PURSUANT TO 807 KAR 6.011,
SECTION 9(1)
BY: Stephan D. Bue
SECRETARY OF THE COMMISSION

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

(i) 19.25 mills per kilowatt hour; and

(ii) the applicable fee to Green River, presently \$.0001 per kilowatt hour.

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 18 1997

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

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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 and 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's wholesale power supplier shall notify Customer in writing, with a copy to Green River, 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 the earlier of 12:01 a.m. on September 1, 1998, or the commencement of electric service under the new rate schedule approved by the Kentucky Public Service Commission.

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JUN 18 1997

PURSUANT TO 807 KAR 0011,
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G. This Agreement will become effective upon occurrence of the last of the following events:

i. Effectiveness of an amendment to the Agreement dated October 12, 1974 Between Big Rivers Electric Corporation and Green River Electric Corporation, amended ("Amended Wholesale Power Agreement"); and

ii. Approval of the Agreement and the foregoing Amended Wholesale Power Agreement by Big Rivers and the Rural Utilities Service; and

iii. Approval of both Agreements by the Public Service Commission of Kentucky.

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 18 1997

NSA, INC.

BY: John B. Henderson
John B. Henderson
President

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan B. Bee
SECRETARY OF THE COMMISSION