

SUPPLEMENTAL AGREEMENT NO. 2

DATED DECEMBER, 1968

BETWEEN

GREEN RIVER RURAL ELECTRIC COOPERATIVE CORPORATION
OWENSBORO, KENTUCKY

AND

SOUTHWIRE COMPANY
CARROLLTON, GEORGIA

THIS SUPPLEMENTAL AGREEMENT EXECUTED THIS 24 DAY OF
DECEMBER, 1968 BY AND BETWEEN THE GREEN RIVER RURAL
ELECTRIC COOPERATIVE CORPORATION (HEREINAFTER CALLED
"GREEN RIVER "), AND SOUTHWIRE COMPANY (HEREINAFTER
CALLED "SOUTHWIRE"):

WITNESSETH: THAT,

WHEREAS, THE PARTIES HERETO EXECUTED A CONTRACT ON
JANUARY 13, 1967 AND AMENDED BY SUPPLEMENTAL AGREEMENT
DECEMBER ~~NOVEMBER~~ NOVEMBER 1968
No. 1 DATED ~~NOVEMBER~~, 1968 WHICH PROVIDES FOR THE SALE
AND PURCHASE OF ELECTRICAL POWER AND ENERGY; AND WHEREAS,
SOUTHWIRE WILL REQUIRE POWER AND ENERGY IN EXCESS OF THAT
BEING PROVIDED IN SAID CONTRACT; AND WHEREAS, IN ORDER
TO ACCOMPLISH THE FOREGOING, ~~AND~~ AN AMENDMENT TO THE ORIGINAL
CONTRACT BETWEEN THE PARTIES DATED JANUARY 13, 1967 AND
DECEMBER ~~NOVEMBER~~ 1968 IS
SUPPLEMENTAL AGREEMENT No. 1 DATED ~~NOVEMBER~~, 1968 IS
NECESSARY;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND

OTHER CONSIDERATIONS OF MUTUAL BENEFIT, THE EXISTENCE AND RECEIPT OF WHICH ARE ACKNOWLEDGED BY THE PARTIES HERETO, THE CONTRACT DATED JANUARY 13, 1967, AND SUPPLEMENTAL AGREEMENT No. 1 DATED ~~NOVEMBER~~ ^{DECEMBER} ~~1968~~ ¹⁹⁷¹. BE AND THE SAME IS HEREBY AMENDED IN THE FOLLOWING RESPECTS:

1. SECTION 18 (2) IS AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

"COMMENCING SEPTEMBER 1, 1970 THE CONTRACT DEMAND SHALL BE 230,000 KILOWATTS. DURING THE TWELVE MONTH PERIOD STARTING SEPTEMBER 1, 1970 AND ENDING AUGUST 31, 1971, CUSTOMER SHALL INCREASE THE CONTRACT DEMAND IN INCREMENTS TO BE DETERMINED BY CUSTOMER BUT NOT LESS THAN 5,000 KILOWATTS EACH TO A MAXIMUM CONTRACT DEMAND OF 260,000 KILOWATTS. CUSTOMER SHALL PROVIDE COOPERATIVE WITH AT LEAST A 60 DAY ADVANCE NOTICE BEFORE CHANGING THE CONTRACT DEMAND. COMMENCING SEPTEMBER 1, 1971 THE CONTRACT DEMAND SHALL BE 260,000 KILOWATTS.

2. SECTION 18 INSERT THE FOLLOWING AS PARAGRAPH (3) AND RENUMBER THE EXISTING PARAGRAPH (3) AS PARAGRAPH (4).

"(3) ON OR AFTER OCTOBER 1, 1971 CUSTOMER EXPECTS TO HAVE FACILITIES IN OPERATION WHICH WILL REQUIRE INCREASE OF THE CONTRACT DEMAND TO 345,000 KILOWATTS. COOPERATIVE'S ABILITY TO FURNISH THE ADDITIONAL

POWER IS DEPENDENT UPON THE COMPLETION OF CERTAIN
ADDITIONAL FACILITIES BY THE COOPERATIVE'S POWER
SUPPLIER, BIG RIVERS R.E.C.C. CUSTOMER SHALL USE
ITS BEST EFFORTS TO HAVE ITS FACILITIES READY TO
RECEIVE AND USE SUCH ADDITIONAL POWER BY OCTOBER 1,
1971, AND COOPERATIVE WILL USE ITS BEST EFFORTS
TO HAVE ITS FACILITIES READY TO SERVE SUCH LOAD
BY THAT TIME. CUSTOMER AND COOPERATIVE SHALL
COORDINATE THEIR CONSTRUCTION SCHEDULES AS NEARLY
AS POSSIBLE. THE CONTRACT DEMAND MAY BE INCREASED
TO 345,000 KILOWATTS UPON SIXTY DAYS NOTICE GIVEN
BY CUSTOMER TO COOPERATIVE ~~IF~~ ^{AS SOON AS} COOPERATIVE HAS SUCH
POWER AVAILABLE ~~OR AT THE EARLIEST SUBSEQUENT~~
~~DATE COOPERATIVE HAS SUCH POWER AVAILABLE,~~ ^{P.R. Dem} ^{P.R. Dem} ^{P.R. Dem} PRO-
VIDED THAT COMMENCING NOT LATER THAN FEBRUARY 1,
1972, THE CONTRACT DEMAND SHALL BE 345,000 KILO-
WATTS, EXCEPT AS PROVIDED IN SUBSECTION (4) OF
THIS SECTION 18 AND IN SECTION 30 HEREOF, AND
COOPERATIVE SHALL NOT BE OBLIGATED TO DELIVER
POWER AND ENERGY IN EXCESS OF THE CONTRACT DEMAND,
EXCEPT AS PROVIDED IN SECTION 20 HEREOF."

3. SECTION 18 (3) SHALL BE RENUMBERED (4) AND
AMENDED BY STRIKING THE WORDS "CONTRACT DEMAND
OF 230,000" APPEARING IN THE FIRST SENTENCE
THEREOF; AND SUBSTITUTING IN LIEU THEREOF THE

WORDS "CONTRACT DEMAND OF 345,000"; AND BY FURTHER
CHANGING THE DATE "AUGUST 1, 1980" TO "OCTOBER 1,
1982".

4. SUPPLEMENTAL AGREEMENT No. 1, DATED ^{DECEMBER 19} ~~NOVEMBER~~, *P.A.*
1968, THIS SUPPLEMENTAL AGREEMENT No. 2 AND ANY *QEM*
SUBSEQUENT AGREEMENT, SUPPLEMENT, REVISION OR
EXTENSION OF THE CONTRACT BETWEEN THE PARTIES
HERETO DATED JANUARY 13, 1967 SHALL BECOME
EFFECTIVE ONLY UPON APPROVAL IN WRITING BY
THE ADMINISTRATOR OF THE RURAL ELECTRIFICATION
ADMINISTRATION. SUPPLEMENTAL AGREEMENT No. 1
AND THIS SUPPLEMENTAL AGREEMENT No. 2 SHALL
BECOME EFFECTIVE WHEN SO APPROVED AND SHALL
CONTINUE IN EFFECT FOR THE TERM OF THE CONTRACT
OF JANUARY 13, 1967, AND SAID CONTRACT SHALL
CONTINUE IN FULL FORCE AND EFFECT AS SO AMENDED.

THE CONTRACT BETWEEN THE PARTIES HERETO DATED JANUARY 13,
1967, AND SUPPLEMENTAL AGREEMENT No. 1 DATED ^{DECEMBER} ~~NOVEMBER~~, *P.A.*
1968 SHALL CONTINUE IN FULL FORCE AND EFFECT AS AMENDED *QEM*
HEREIN.

IN TESTIMONY WHEREOF, THE PARTIES HERETO BY THEIR DULY
AUTHORIZED OFFICERS OR AGENTS HAVE HEREUNTO AFFIXED THEIR
SIGNATURES TO THIS SUPPLEMENTAL AGREEMENT No. 2 THIS 21

DAY OF DECEMBER, 1968.

ATTEST:

Robert Reid
SECRETARY

GREEN RIVER RURAL ELECTRIC
COOPERATIVE CORPORATION

By R. Miller
GENERAL MANAGER

ATTEST:

Marion K. Bull
SECRETARY

SOUTHWIRE COMPANY

By Roy Richards
PRESIDENT