

AGREEMENT FOR ELECTRIC SERVICE

THIS AGREEMENT FOR ELECTRIC SERVICE, made and entered into this 8th day of June, 1989, by and between GREEN RIVER ELECTRIC CORPORATION (hereinafter referred to as "Green River"), and SOUTHWIRE COMPANY (hereinafter referred to as "Southwire"), a Georgia corporation with principal offices at 150 Fertilla Street, Carrollton, Georgia 30119.

WITNESSETH, that in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

1. GENERAL OBLIGATIONS

Green River shall supply firm power to meet Southwire's load requirements as specified herein and Southwire shall take and pay for all of the electric power and energy required by it in the operation of its Hancock County, Kentucky, rod and cable mill, at the rates, and upon the terms and conditions hereinafter specified.

2. MEMBERSHIP

Southwire shall become a member of Green River, shall pay the membership fee, and shall be bound by such rules and regulations as may from time to time be adopted by Green River.

3. SERVICE CHARACTERISTICS

3.01 Type. Service hereunder shall be alternating current, three-phase, sixty-cycle, at 161,000 volts.

3.02 Delivery Point. The point of delivery of the power and energy made available hereunder shall be same as the delivery point to National-Southwire Aluminum Company's Hawesville, Kentucky smelter, and as shown upon Exhibit A hereto. Regulation of voltage at the point of delivery shall be within such limits as shall be

mutually agreed upon between the parties hereto, and within the limits prescribed by the applicable rules and regulations of the Kentucky Public Service Commission.

3.03 Service Restriction. Southwire shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of purchased power and none of such electric power and energy shall be resold to third parties.

3.04 Facilities Provided by Southwire.

(a) Southwire has or shall cause to be provided, without cost to Green River or Big Rivers, all necessary transformation, cabling and protective facilities required to transmit and deliver power and energy from the NSA substation to the metering point as defined herein, as well as all necessary easements at such locations and of such dimensions as may be mutually agreed upon, for the transmission lines of Green River and its wholesale power supplier.

(b) Southwire shall furnish and install, or cause to be furnished and installed, such facilities and equipment as may be necessary to enable it to receive and use the electric power and energy purchased hereunder at and from the metering point, including such protective devices as may be reasonably necessary in the opinion of Green River to protect the systems of Green River and its wholesale power supplier from electrical fluctuations and disturbances caused by Southwire. Plans for installation of any protective equipment shall be submitted to Green River for prior approval.

3.05 Facilities Provided by Green River. Green River has furnished and installed, or has caused to be furnished and installed, all of the facilities required for the delivery of power and energy to National-Southwire Aluminum Company's Hawesville, Kentucky substation.

3.06 Operation and Maintenance of Facilities. Green River shall operate and maintain, or cause to be operated and maintained, all of the facilities owned by Green River or its wholesale power supplier. Southwire shall operate and maintain, or cause to be operated and maintained, all of the appurtenant equipment and facilities beyond the delivery point, except the metering equipment as provided in Paragraph 3.10 hereof.

3.07 Electric Disturbance and Phase Balancing.

(a) Southwire shall not use the energy delivered hereunder in such a manner as to cause electric disturbances which may reasonably be expected to (i) cause damage to or interference with the systems of Green River or its wholesale power supplier, systems connected with said systems, or facilities or other property in proximity to said systems, or (ii) prevent Green River or its wholesale power supplier from serving other customers satisfactorily.

(b) Southwire shall take and use the power and energy hereunder in such a manner that the load at the point of delivery shall not cause an imbalance between phases of more than 15%. Should the load be imbalanced so as to cause interference with the system of Green River or its wholesale power supplier, Green

River reserves the right to require Southwire, at Southwire's expense, to make necessary changes to correct such conditions. In addition to any other remedies Green River may have hereunder, should Southwire fail to make such changes, Green River may, in its determination of billing demand, assume the load on each phase is equal to the greatest load on any phase.

3.08 Power Factor. Southwire shall maintain a power factor at the delivery point as nearly as practicable to unity. Power factor during normal operation may range from unity to ninety percent (90%) leading or lagging. If Southwire's power factor is less than 90% at time of maximum load, Green River reserves the right to either (a) install at Southwire's expense suitable equipment to maintain a power factor at 90% or higher; or (b) adjust the maximum metered demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Measured KW} \times 90\%}{\text{Power Factor (\%)}}$$

3.09 Metering Point.

(a) It is understood and agreed that the metering point for service hereunder shall be at Southwire's Hancock County rod and cable mill, as shown upon attached Exhibit A.

(b) The metering equipment necessary to register the electric demand and energy for this service shall be furnished, installed, operated and maintained by Green River and its wholesale power supplier, and shall be and remain the property of said parties.

(c) Each meter shall be read by Green River or its representative on or about the first day of each month, or such other day as may be mutually agreed upon and may be simultaneously read by a representative of Southwire should Southwire so elect.

(d) All inspections and testing of metering equipment shall be performed by Green River in accordance with applicable rules and regulations of the Kentucky Public Service Commission.

4. PAYMENT

4.01 Rates.

(a) Southwire shall pay Green River for service hereunder at the rates set forth upon Exhibit B, attached hereto and made a part hereof, subject to changes as may become effective from time to time by operation of law or by order of the Kentucky Public Service Commission, and further subject to such changes as may be required to reflect modification of the rates under which Green River purchases electric service at wholesale.

(b) Green River shall revise said Exhibit B to reflect any such changes in rates, terms or conditions contained therein, and each revision shall automatically be incorporated into this agreement. Failure of Green River to promptly revise Exhibit B shall not affect Southwire's duty to pay for service in accordance with any changed rates, terms, or conditions of service rendered on or after the effective day of such change.

4.02 Taxes. Southwire shall pay all taxes, charges, or assessments now or hereafter applicable to electric service hereunder.

4.03 Billing Demand. Southwire's billing demand shall be the greater of the twelve-month peak demand or the minimum billing demand.

(a) Twelve-month peak demand shall mean the maximum integrated thirty-minute demand during the current billing month or during any of the previous eleven (11) billing months, whichever is greater, with such maximum integrated thirty-minute demand determined by meters which record at the end of each thirty-minute period the integrated kilowatt demand during the preceding thirty minutes. The provisions of Paragraph 3.08 shall apply to the measured KW.

(b) The minimum billing Demand of Southwire shall be 3,000 kilowatts.

4.04 Initial Billing Period. The effective date of the initial billing period hereunder shall be July 1, 1989.

4.05 Payment of Bills. Bills for service hereunder shall be paid at Green River's designated bank in Owensboro, Kentucky. Such payment by Southwire shall be made by electronic bank transfer on or before the fifteenth (15th) day of each month or on the next business day should the 15th day fall on a Saturday, Sunday, or holiday. In the event the current monthly bill is not paid by its due date, Green River may discontinue delivery of electric power and energy hereunder upon fifteen (15) days written notice to Southwire of its intent to do so. Simple interest equal to the prime rate then in effect at Continental Illinois National Bank of Chicago, plus one percent (1%), shall apply to any unpaid amounts from due

date until paid. Discontinuance of service hereunder shall not relieve Southwire of any of its obligations under this agreement.

4.06 Payment Security. As security for the payment of its monthly billing obligations, Southwire shall provide acceptable evidence of its ability to pay or a deposit or guaranty as required by Green River.

5. CONTINUITY OF SERVICE

5.01 Green River shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective, by reason of force majeure, Green River shall not be liable therefor, or for damages caused thereby. Such event of force majeure shall not affect the obligation of Southwire for the billing demand.

5.02 The term "force majeure", as used herein, shall mean Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, whether federal, state or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment, or transmission lines, inability to obtain necessary materials, supplies, or permits due to existing or future rules, regulations, orders, laws or proclamations or governmental authorities, whether federal, state or local, civil or military, and any other forces which are not reasonably within the control of Green River, whether like or unlike those herein enumerated.

6. TERM

6.01 Initial Term and Renewals. This agreement shall remain in full force and effect until December 31, 2010, commencing with its effective day, and shall automatically renew annually thereafter for successive one-year terms upon the same terms and conditions stated herein and in any subsequent amendment hereto, until terminated by either party giving the other party at least twelve (12) months written notice prior to the effective date of such termination.

6.02 Assignment. This agreement shall not be assigned without the prior written consent of Green River. Southwire shall give Green River six (6) months advance written notice of any proposed assignment of this agreement.

7. RIGHT OF ACCESS

7.01 Duly authorized representatives of Green River shall be permitted to enter Southwire's premises at all reasonable hours in order to carry out the provisions of this agreement.

7.02 Each party shall furnish to the other such reports and information concerning its operations as the others may reasonably request from time to time.

8. REMEDIES OF THE PARTIES

Except as specifically provided for herein, nothing contained in this agreement shall be construed to abridge, limit or deprive either party of any means of enforcing any remedy, either at law or equity, for the breach of any of the provisions of this agreement. Waiver at any time by either party of rights with

respect to a default or any other matter arising in connection with this agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

9. NOTICES

Any written notice, demand or request required or authorized under this agreement shall be deemed properly given to or served upon the other party if the notice is in writing and placed in the mail, postage prepaid, or delivered to the other party at the following addresses:

To Green River:

Green River Electric Corporation
3111 Fairview Drive, P.O. Box 1389
Owensboro, KY 42302-1389

To Southwire:

Southwire Company
150 Fertilla Street
Carrollton, GA 30119

or

Southwire Company
Hawesville, KY 42348

Each party shall have the right to change the name of the person or location to whom or where notice shall be given or served by notifying the other party in writing of such change.

10. SEVERABILITY

The invalidity of any portion of this agreement shall not affect the validity of the remainder hereof.

11. SUCCESSION, APPROVAL AND EFFECTIVE DATE

11.01 This agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of

the respective parties hereto.

11.02 The effective date of this agreement shall be July 1, 1989, except that said effective date shall be postponed and this agreement shall not become effective unless and until:

(a) it is approved or approval is waived in writing by the Administrator of the Rural Electrification Administration and the Louisville Bank for Cooperatives, and

(b) it is approved or accepted by the Public Service Commission of Kentucky.

12. ENTIRE AGREEMENT AND VENUE

The terms, covenants and conditions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, provided, however, that service to the customer is subject to the provisions of the articles of incorporation and bylaws of Green River and is subject to the lawful orders of the Public Service Commission. All respective rights and obligations of the parties shall be governed by the laws of the Commonwealth of Kentucky. Venue of any action, legal or equitable, related to this contract, shall be Daviess County, Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein written.

GREEN RIVER ELECTRIC CORPORATION

BY: Dean Stanley
Dean Stanley
President and General Manager

ATTEST:

Marianne Cecil
Secretary

SOUTHWIRE COMPANY

BY: James Lee Hunter
TITLE: Asst. V.P. Engineering

ATTEST:

J. H. Clarkson
Title: Energy manager

EXHIBIT A

DESCRIPTION AND LOCATION OF SERVICE			
TYPE OF OPERATION Aluminum Rod & Cable Manufacture		USE OF SERVICE Lighting and Manufacturing Equip.	
SERVICE WILL BE MADE AVAILABLE ON OR BEFORE (date) Existing Customer 19		SIZE OF LARGEST MOTOR	
NUMBER OF ACRES	SECTION	TOWNSHIP Hancock Co., KY	RANGE
APPROX. MILES 4.0	(Direction) NW	FROM (Town) Hawesville, KY	(Name of road) State Road 334
OWNER Southwire Company			
OWNER'S ADDRESS 150 Fertilla Street Carrollton, GA 30119			
MAIL BILLS AND NOTICES TO Same as above			
<p><i>(Show the location of the points of service in section trees below. Also show existing electric lines, roads, irrigation ditches, etc. that may be related to this service.)</i></p> <div style="text-align: center;"> </div>			
<p>1 = DELIVERY POINT (COLEMAN PLANT SUBSTATION) 2 NSA 161 KV SUBSTATION 3 SOUTHWIRE ROD & CABLE MILL — BIG RIVERS (5) 161 KV LINES --- DISTRIBUTION CABLE ● METERING POINT @ SOUTHWIRE MILL</p>			

FORM FOR FILING RATE SCHEDULES

FOR ALL TERRITORY SERVED
Community, Town or City
 PSC NO. 6

GREEN RIVER ELECTRIC CORPORATION
 NAME OF ISSUING CORPORATION

EIGHTH REVISED SHEET NO. 36

CANCELLING PSC NO. 6

SEVENTH REVISED SHEET NO. 36

CLASSIFICATION OF SERVICE

Industrial Consumers Served Under Special Contracts

RATE PER UNIT

The Rates to Commonwealth Aluminum, Inc., and Willamette Industries, Inc., (Western Kraft Paper Group/Kentucky Mills Division), shall be as follows:

- | | |
|--|---------|
| (I) Demand Charge of:
per KW of billing demand* | \$8.80 |
| (I) Plus Energy Charge of:
per KWH consumed | 1.8055¢ |

The Rates to Alumax Aluminum shall be as follows:

- | | |
|--|---------|
| (I) Demand Charge of:
per KW of billing demand* | \$9.05 |
| (I) Plus Energy Charge of:
per KWH consumed | 1.8755¢ |

The Rates to Green River Coal Co., and Southwire Co. shall be as follows:

- | | |
|--|---------|
| (I) Demand Charge of:
per KW of billing demand* | \$9.05 |
| (I) Plus Energy Charge of:
per KWH consumed | 2.0255¢ |

The Rates to Rose Brothers Trucking Co. shall be as follows:

- | | |
|--|---------|
| (I) Demand Charge of:
per KW of billing demand* | \$9.05 |
| (I) Plus Energy Charge of:
per KWH consumed | 4.5513¢ |

*Billing demand for purposes of this tariff shall be the contractual billing demand in the current billing month or the highest contractual billing demand in any of the previous eleven (11) billing months, whichever is greater.

National-Southwire Aluminum:

The rates to National-Southwire Aluminum Company shall be the Variable Aluminum Smelter Power Rate contained in the tariff of Big Rivers Electric Corporation, attached herein, plus \$.00008 per kilowatt hour per month.

DATE OF ISSUE January 1, 1989

DATE EFFECTIVE January 1, 1989

ISSUED BY *Diana Standley*
 NAME OF OFFICER

TITLE President & General Manager