

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made July 7, 19 82, between GREEN RIVER ELECTRIC CORPORATION (hereinafter called the "Seller"), and HOWMET ALUMINUM CORPORATION, Mill Products Division (hereinafter called the "Consumer"), a corporation, with principal offices at Box 3167, Lancaster, PA 17604. (corporation, partnership or individual)

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need at the location described in Exhibit A, attached hereto and by this reference made part hereof, up to the maximum demand specified in Addendum 1.01, upon the following terms:

1. Service Characteristics.

a. Service hereunder shall be alternating current, three phase, 3 wire, sixty Hertz, 13,800 volts.

b. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

2. Payment.

a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in this agreement. This agreement shall consist of the REA Form 320, as modified, and the exhibits and addenda to the REA Form 320, all of which are attached to and made a part of this agreement.

b. The initial billing period shall start with the first day of the first month following the effective date of this agreement. Service rendered before that date shall be at the rate in Seller's three-phase demand tariff.

c. Bills for service hereunder shall be paid at the office of the Seller in Owensboro, Kentucky.

Such payments shall be due on the 15th day of each month for service furnished during the preceding monthly billing period.

If the Consumer shall fail to make any such payment within fifteen days after such payment is due, the Seller may discontinue service to the Consumer for non-payment in accordance with Addendum 6, provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

d. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

3. Membership.

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

4. Continuity of Service.

The Seller 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 be some~~ ~~defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes,~~ ~~labor troubles, required maintenance work, inability to secure right of way or any other cause beyond the reasonable~~ ~~control of Seller, the Seller shall not be liable therefor or for damages caused thereby.~~

5. Right of Access.

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

6. Term. See Addenda 3 and 5.

~~This agreement shall become effective on the date first above written and shall remain in effect~~ ~~and~~ ~~years following the term of the initial billing period and thereafter for each term provided by either~~ ~~party to the other~~ ~~months to terminate~~

7. Succession and Approval.

a. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

b. This contract shall not be effective unless approved ~~in writing by the Board of Directors of the~~ ~~Board of Directors of the~~ as provided in Addendum 5.04.

8. Deposit.

The Consumer shall deposit with the Seller the sum of \$ - 0 - on account of the cost of facilities required to make service available to the Consumer on or before commencement of construction of such facilities. Such deposit shall be returnable to the Consumer in the form of a credit on each bill for service

in the amount of -0- percent of the bill, which credits shall continue until they total \$ -0-. No refunds shall be made to the Consumer of any portion of the deposit remaining upon termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

ATTEST:

Margaret B. Cecil  
SECRETARY

GREEN RIVER ELECTRIC CORPORATION  
SELLER

By Dean Stanley  
Dean Stanley, General Manager

HOWMET ALUMINUM CORPORATION,  
CONSUMER  
Mill Products Division

ATTEST:

MA Bernardo  
ASST. SECRETARY

By William R. Hampshire  
William R. Hampshire  
Group Vice President  
TITLE OF OFFICER\*

\*If other than president, vice president, partner or owner, a power of attorney must accompany contract.

ADDENDA TO REA FORM 320

ADDENDUM 1

1.01 Maximum Demand. The maximum instantaneous demand of consumer during the primary term of this agreement, or any extension hereof, shall not exceed 10,000 kilowatts. Seller shall not be obligated to supply capacity in excess of the maximum instantaneous demand specified herein.

1.02 Point of Delivery. The point of delivery of the power and energy supplied hereunder shall be at the connective point of consumer's bus with the stepdown transformer of seller's wholesale power supplier located in the existing substation at consumer's electric consuming facility.

1.03 Facilities Provided by Consumer.

(a) Consumer shall provide or cause to be provided, without cost to seller, suitable permanent easements and substation sites in fee, rough graded to seller's requirements, upon and across its property as required by seller, seller's wholesale power supplier, or both, for the construction and erection of any new facilities, alterations or modifications to existing facilities, or both, as may from time to time be necessary. It is understood and agreed, however, that the location of any lines used for service to other consumers of seller shall be subject to the approval of consumer.

(b) Consumer shall provide, or cause to be provided, all required 13,800 volt substation equipment, including

buses or cables to connect to transformers owned by seller, seller's wholesale power supplier, or both, excluding, however, the 13,800 volt lightning arresters for the power transformers, revenue metering equipment, and station service equipment for seller's portion of the substation.

1.04 Facilities Provided by Seller. Seller shall furnish and install, or cause to be furnished and installed, all facilities required for the delivery of the electric power and energy hereunder to the point of delivery, other than the facilities required to be provided by consumer.

1.05 Operation and Maintenance of Facilities.

(a) Seller shall operate and maintain, or cause to be operated and maintained, all of the transmission lines and substation facilities owned by seller, its wholesale power supplier, or both.

(b) Consumer shall furnish, install, maintain and operate such facilities and equipment as may be necessary to enable it to receive and use the electric power and energy purchased hereunder, and as may be necessary in the opinion of seller to afford reasonable protection to the facilities of seller, seller's wholesale power supplier, or both. Plans of the consumer for the installation of equipment to protect the facilities of consumer, seller or seller's wholesale power supplier, or any combination thereof, shall be submitted to seller for prior approval.

1.06 Construction Standards. Seller and consumer shall construct and maintain the facilities to be provided by each under this agreement in accordance with applicable provisions of the National Electric Safety Code of the American National Standards Institute, the rules and regulations of the Kentucky Public Service Commission, and all other applicable laws, codes and regulations; provided, however, seller shall have no duty to inspect consumer's facilities for conformance therewith. Nothing in this agreement shall be construed to render seller liable for any claim, demand, cost, loss, cause of action, damage or liability of whatsoever kind or nature arising out of or resulting from the construction or operation and maintenance of consumer's electric system.

1.07 Electric Disturbances and Phase Balancing. Consumer shall not use the energy delivered under this agreement in such a manner as to cause damage to or interference with seller's system, the system of seller's wholesale power supplier, or other system connected with seller's system or facilities or other property in proximity to seller's system, or which prevents seller from serving other consumers satisfactorily.

1.08 Power Factor. Consumer shall maintain a power factor at the point of delivery as nearly as practicable to unity. If the power factor falls below 95%, seller shall have the right to install corrective equipment, at consumer's expense, if consumer does not take adequate corrective action within ninety (90) days after written notification from seller.

1.09 Metering Equipment. Seller shall install, maintain and operate the metering equipment located in the stepdown substation at consumer's plant. Each meter shall be read on or about the first day of each month (or such other day as may be mutually agreed upon) by a representative of the seller, and may be simultaneously read by a representative of the consumer if consumer so elects.

Seller shall make such tests and inspections of the meters as may be necessary to maintain them at the highest practical commercial standard of accuracy. If periodic tests show that a meter used for billing is accurate within one percent (1%) slow or fast, no correction shall be made in the billing. If any such tests show that such meter is inaccurate by more than one percent (1%) slow or fast, correction shall be made in the billing to the proper party for the period during which the parties agree that the inaccuracy existed. Seller will make additional tests of meters at the request and expense of consumer and in the presence of consumer's representative. In all other respects, meters shall be installed, operated, maintained and tested in accordance with the rules and regulations of the Kentucky Public Service Commission.

1.10 Right of Removal. Any and all equipment, apparatus, devices or facilities placed or installed, or caused to be placed or installed by either of the parties hereto on or in the premises of the other party shall be and remain the property of the party owning and installing same, regardless of mode or man-

ner of annexation or attachment to real property of the other, and upon termination of this agreement the owner thereof shall have the right to enter upon the premises of the other party and shall within a reasonable time remove such equipment, apparatus, devices, or facilities, except that consumer shall not recover any easements or sites conveyed to seller. The party effecting any removal under this provision shall pay for any damage to the premises or property of the other party caused by such removal.

#### ADDENDUM 2

2.01 Rates. Consumer shall pay seller for all electric power and energy furnished hereunder at the rates and upon the additional terms and conditions set forth in Exhibit B to this agreement, subject to such changes as may become effective from time to time by operation of law or by order of the Public Service Commission of Kentucky, and subject to such changes as may be required to reflect modification of the rate under which seller purchases electric service at wholesale (see REA Form 320, paragraph 2.d.). Seller shall periodically revise Exhibit B to reflect such changes in the rates, terms and conditions contained therein, and each revision shall automatically be incorporated into this agreement. The failure of the seller to promptly prepare a revision to Exhibit B shall not affect the duty of the consumer to pay for service to it in accordance with the changed rates, terms and conditions for service rendered on and after the effective date and time of such changes.

2.02 Billing Demand. The billing demand shall be the greater of either the average demand or the minimum billing demand. "Average Demand" shall be defined as the average number of kilowatts supplied during the thirty-minute period of maximum use during the month as determined by meters which shall record on tape at the end of each thirty-minute period the kilowatts delivered during the preceding thirty minutes. The "Minimum Billing Demand" shall not be less than 5,000 kilowatts.

#### ADDENDUM 3

3.01 Term of Agreement. This agreement shall remain in full force and effect until January 1, 1992, and shall on said date and annually thereafter automatically renew for successive one-year terms upon the same terms and conditions stated herein, or any amendment hereto, until terminated by either party giving the other party at least twelve (12) months written notice prior to the effective date of any termination. Notwithstanding the above, Consumer may terminate this agreement on 180 days notice at any time prior to December 31, 1983.

3.02 Assignment. This agreement cannot be assigned without the prior written consent of the seller, which consent shall not be unreasonably withheld. Consumer shall give seller six (6) months advance written notice of any proposed assignment of this agreement.

#### ADDENDUM 4

4.01 Force Majeure.

(a) In the event either party is rendered unable, wholly or in part, by force majeure or uncontrollable forces to carry out its obligations, upon such party's giving



notice and reasonably full particulars of such force majeure or uncontrollable forces, in writing or by telegraph, to the other party within a reasonable time after the occurrence of the cause relied on, then the obligations, insofar as and to the extent that they are affected by such force majeure or uncontrollable forces, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall insofar as possible be remedied with all reasonable dispatch.

(b) The term "force majeure" as used herein shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government (federal or state, civil or military), civil disturbances, explosions, breakage or accident to machinery or transmission lines, inability of either party to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws or proclamations of governmental authorities, either federal or state, including both civil and military, which are not reasonably within the control of the party claiming suspension.

#### ADDENDUM 5

5.01 Remedies of the Parties. Except as specifically provided 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 of any subsequent default or matter.

5.02 Notices. Any written notice, demand or request required or authorized under this agreement shall be deemed properly given when mailed to or served upon it as follows:

To the Seller:

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

To the Consumer:

Howmet Aluminum Corporation  
Mill Products Division  
Box 519  
Hawesville, Kentucky 42348

5.03 Reports and Information. Each party hereto shall furnish to the other such reports and information concerning its operations as the other party may reasonably request from time to time.

5.04 Effective Date. The effective date of this agreement shall be April 1, 1982, except that such 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.

(b) It is approved or accepted by the Public Service Commission of Kentucky and such other state or federal

regulatory agency having jurisdiction by law to confirm and approve the rates and other conditions of this agreement.

ADDENDUM 6

6.01 Discontinuance of Service. Seller shall have the right to discontinue service to consumer in accordance with any prevailing regulation adopted by the Kentucky Public Service Commission.

ADDENDUM 7

7.01 This agreement supersedes all previous agreements by and between the seller and consumer, or any predecessor of consumer, for retail electric service at the location described in Exhibit A.

ADDENDUM 8

8.01 In the event of any conflict between the terms of these addenda and the REA Form 320, the language of REA Form 320 shall govern.

ADDENDUM 9

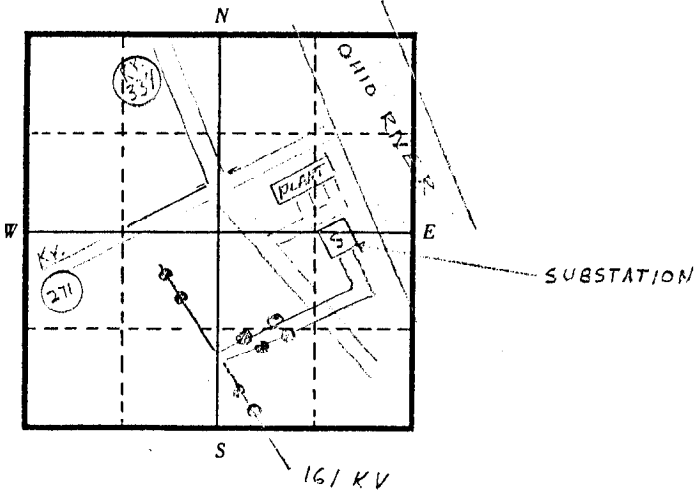
9.01 The invalidity of any portion of this agreement shall not affect the validity of the remainder thereof.

End of Addenda

EXHIBIT A

DESCRIPTION AND LOCATION OF SERVICE			
TYPE OF OPERATION Aluminum		USE OF SERVICE Cold Rolling Mill	
SERVICE WILL BE MADE AVAILABLE ON OR BEFORE (date) 19		SIZE OF LARGEST MOTOR	
NUMBER OF ACRES	SECTION	TOWNSHIP	RANGE
APPROX. MILES	(Direction)	FROM (Town)	(Name of road)
Two (2)	Northwest	Hawesville	Hwy 271
OWNER Howmet Aluminum Corporation, Mill Products Division			
OWNER'S ADDRESS Box 3167, Lancaster, PA 17604			
MAIL BILLS AND NOTICES TO Howmet Aluminum Corporation, Mill Products Division, Box 519, Hawesville, Kentucky 42348			

(Show the location of the point of service in section tract below. Also show existing electric lines, roads, irrigation ditches, etc. that may be related to this service.)



GREEN RIVER ELECTRIC CORPORATION  
SCHEDULE OF RATES AND CHARGES

APPLICABLE TO

HOWMET ALUMINUM CORPORATION  
MILL PRODUCTS DIVISION

The rates applicable to Howmet Aluminum Corporation, Mill Products Division, shall be as follows:

The monthly delivery point rate shall be:

- (a) A demand charge of \$6.50 per kilowatt of billing demand.
- (b) Plus an energy charge of 19.141 mills per kWh consumed.

The monthly fuel adjustment charge shall be:

The energy charge in any month under the above schedule shall be increased or decreased by a fuel adjustment charge according to the following formula:

$$\frac{F^1}{P} = \text{Rate applicable to each kWh sold}$$

Where  $F^1$  is the aggregate charge from the seller's wholesale power supplier for fuel adjustment; where P is the total kWh purchased. The rate resulting from this formula shall be applied to each kilowatt hour sold in the current month. The consumer shall receive a credit in each month equal to the intersystem power sales credit received by the corporation from its wholesale power supplier attributable to the consumer's billing demand.

The foregoing rates are effective for service rendered on and after April 1, 1982.