

FILED

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ENERGY REGULATORY
COMMISSION

AMENDMENT NO. 1 TO AGREEMENT
FOR RETAIL ELECTRIC SERVICE

THIS AMENDMENT TO AGREEMENT FOR RETAIL ELECTRIC SERVICE, made and entered into on this 5th day of November, 1979, by and between GREEN RIVER ELECTRIC CORPORATION, a Kentucky corporation, organized under Chapter 279 of the Kentucky Revised Statutes, of Owensboro, Kentucky, hereinafter "Utility", and MARTIN-MARIETTA ALUMINUM, INC., a corporation formed under the laws of the State of California, with principal offices at 6801 Rockledge Drive, Bethesda, Maryland, 20034, hereinafter "Consumer".

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an agreement for retail electric service dated May 15, 1978 (hereinafter referred to as the 1978 Agreement); and

WHEREAS, said parties are desirous of and have mutually covenanted and agreed to amend said contract in certain particulars to provide the electric energy required to operate certain additions to Consumer's plant, now under construction;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the mutual benefits received by the parties hereto, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the parties do covenant and agree as follows, to-wit:

1. The agreement for retail electric service between the parties shall be amended as follows, effective upon the first date of commercial operation of the additions to Consumer's plant or on June 1, 1980, whichever shall first occur:

(A) Paragraph 1.0, Contract Demand, is amended to increase the maximum contract demand from 42,000 kilowatts to 60,000 kilowatts.

(B) Paragraph 11.01 under paragraph 11.0, Billing Demand, is amended to change the 20,000 kilowatt figure in the first sentence to 40,000 kilowatts.

2. A new paragraph 13.03 is added to read as follows:

13.03 Termination Within Five Years. If termination of this Agreement is requested by the Consumer prior to the end of five years from the effective date of the contractual amendments agreed upon in paragraph one of this amendment immediately above, Consumer shall pay Utility a termination charge of \$350,000 in addition to any termination charge which might also become due under paragraph 13.02 of the 1978 Agreement. This figure of

\$350,000 shall be reduced by one-sixtieth (\$5,833.33) per month for each month in which Consumer purchases power and energy from Utility after the effective date of the contractual amendments agreed upon in paragraph one of this amendment.

3. This amendment shall be effective immediately, except that the effective date of this amendment shall be postponed and this amendment shall not become effective unless and until:

- (A) Its approval by the Administrator of the Rural Electrification Administration, and
- (B) Approval or acceptance by the Energy Regulatory Commission of Kentucky and such other state or federal regulatory agencies having jurisdiction by law to confirm and approve the rates and other conditions of this amendment.

4. The agreement for retail electric service dated May 15, 1978, referred to above, shall remain in full force and effect, except to the extent it conflicts with this amendment.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed by their representatives thereunto duly authorized by their respective Boards of Directors as of the day and date first hereinabove written.

GREEN RIVER ELECTRIC CORPORATION

BY: *Dr. Miller*
PRESIDENT

ATTEST:

Robert Ireland
SECRETARY

MARTIN-MARIETTA ALUMINUM, INC.

BY: *[Signature]*
TITLE: Vice President
Fabricated Products

ATTEST:

[Signature]
SECRETARY