

U. S. DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION

REA BORROWER DESIGNATION: Kentucky, 33, Daviess

THE WITHIN Agreement dated October 5, 1973, between Green

River Electric Corporation, and National Southwire Aluminum
Company.

SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE
TERMS OF THE LOAN CONTRACT IS HEREBY APPROVED SOLELY FOR THE
PURPOSES OF SUCH CONTRACT.

DATED

DEC 18 1973


FOR THE ADMINISTRATOR

George P. Herzog
Acting Administrator

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION

DATED

12-18-73


GOVERNOR, NRUCFC

AGREEMENT FOR ELECTRIC SERVICE
AS AMENDED AND SUPPLEMENTED

THIS AGREEMENT made and entered into as of this 5th day of October, 1973, by and between GREEN RIVER ELECTRIC CORPORATION, a Kentucky corporation organized under KRS 278, with its principal office at 3051 Fairview Drive, P. O. Box 1389, Owensboro, Kentucky, 42301, hereinafter called "Green River", and NATIONAL SOUTHWIRE ALUMINUM COMPANY, a corporation formed under the laws of the state of Delaware, with its principal office at Fertilla Street, P. O. Box 1000, Carrollton, Georgia, 30117, hereinafter called "Customer".

WITNESSETH:

WHEREAS, Green River, then known as Green River Rural Electric Cooperative Corporation, entered into a contract dated January 13, 1967, with Southwire Company, a Georgia corporation, which was supplemented by Supplemental Agreements Nos. 1, dated December 19, 1968, and 2, dated December 21, 1968, and

WHEREAS, Southwire Company assigned all of its rights, title, and interest in and to the said contract as supplemented to National-Southwire Aluminum Company, by instrument dated the 10TH day of JULY, 1968, and thereafter Green River and Customer supplemented and amended the said January 13, 1967, agreement by Supplemental Agreement No. 3, dated September 24, 1969, and an amendment dated April 2, 1973, and

WHEREAS, Green River and Customer have now agreed on certain additional amendments to the said agreement as supplemented, and wish to evidence the agreement as thus supplemented and amended in one instrument which preserves the history of their relationship and contains all of their obligations as of the date of this agreement, and

WHEREAS, Green River purchases electric power from Big Rivers Electric Corporation and provides electric service in Hancock County,

Kentucky, referred to herein as the "Green River's Service Area", and

WHEREAS, Customer is operating an aluminum reduction plant, and other manufacturing facilities (hereinafter called "Reduction Plant"), in Hancock County, Kentucky, and

WHEREAS, Customer is purchasing and desires to continue to purchase from Green River, and Green River is selling and desires to continue to sell and deliver, subject to the terms of this agreement, all electric power and energy to be used by Customer in the Reduction Plant;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. General Obligations. Green River shall supply firm power which Green River assures as being continuously available to the Customer to meet its load requirements as specified in Contract Demands (Section 18 hereof) and Customer shall take and pay for all the electric power and energy required for the operation of the Reduction Plant at the rates and on the terms and conditions hereinafter specified. None of such electric power and energy shall be resold to third parties.

2. Characteristics of Service and Point of Delivery. Electric service to be supplied by Green River to Customer under this Agreement shall be three-phase, sixty cycle at 161,000 volts to be delivered at the Coleman Substation of Big Rivers Electric Corporation (hereinafter referred to as "Big Rivers"), in Hancock County, Kentucky, or at such other point of delivery as may be mutually agreed upon.

Regulation of voltage shall be within such limits as shall be mutually agreed between the parties hereto, and within the limits prescribed by the applicable rules and regulations of the Public Service Commission of Kentucky.

3. Facilities to be Provided by Customer. (a) Customer has or will provide or cause to be provided (without cost to Green River), all easements for rights-of-way upon Customer's property at the Reduction Plant (at such locations and of such dimensions as may be mutually agreed upon) for Green River's or Green River's power supplier, Big Rivers', transmission lines operating at 12,470 volts and higher.

(b) Customer has or shall furnish and install, or cause to be furnished or installed, such facilities and equipment as may be necessary to enable it to receive and use electric power and energy purchased hereunder at and from the point of delivery, including such protective devices as may be reasonably necessary to protect the systems of Green River and Big Rivers from disturbance to such systems caused by Customer. Plans for equipment to be installed for such protection of the facilities of Green River or Big Rivers shall be submitted to Green River for prior approval.

(c) Customer has furnished and installed, or caused to be furnished and installed, one 161 KV transmission line from Big Rivers Electric Corporation's Coleman Power Plant to Customer's substation. This transmission line, as installed by Customer, is complete with terminating substation equipment as required by Big Rivers at the Coleman Power Plant, and includes, but is not limited to, oil circuit breaker, disconnect switches, buses, support stands, relays, telemetering and supervisory equipment, potential devices, and lightning arresters.

4. Facilities to be Provided by Green River. Green River has furnished and installed, or caused to be furnished and installed, all of the facilities required for the delivery of power to the point of delivery.

5. Operation and Maintenance of Facilities. Green River will operate and maintain, or cause to be operated and maintained, all of the

facilities owned by Green River or by Big Rivers. Customer will operate and maintain, or cause to be operated and maintained, all of the transmission lines, substation facilities, and equipment owned by it.

Done 6

6. Construction Standards. Green River and Customer shall construct and maintain their respective facilities in accordance with standard electric utility practices of the National Electric Safety Code of the United States Bureau of Standards and applicable codes, rules, and regulations of the Public Service Commission of Kentucky.

Done 7

7. Right of Access. Each party grants to the other party and to Big Rivers right of access to their respective premises to install, maintain, operate, repair, and renew any and all equipment, apparatus, and devices owned by such other party and necessary in the performance of this Agreement.

Done 8

8. 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 or by Big Rivers on or in the premises of the other party shall be and remain the property of the party owning and installing such equipment, apparatus, devices or facilities regardless of the mode or manner of annexation or attachment to real property of the other, and upon the termination of this Agreement, the owner thereof shall have the right to enter upon the premises of the other, and shall within a reasonable time, remove such equipment, apparatus, devices or facilities.

Change

However, the substation equipment furnished by Customer, and installed in Big Rivers' Coleman Power Plant, shall not be removed unless it has been offered first to Big Rivers for purchase at a cost not to exceed actual construction costs, less accumulated depreciation to the date of offer,

and Big Rivers has failed for a period of one year after receipt of such offer to accept the offer and pay the purchase price or other agreed consideration therefor.

9. Rates. Customer agrees to pay monthly for the power and energy hereunder in accordance with the following rate schedules:

(A) Monthly Rate applicable from January 1, 1969 through August 31, 1970:

First 5000 KW of Billing Demand at \$2.00 per kilowatt
Next 15000 KW of Billing Demand at \$1.35 per kilowatt
All kilowatts of Billing Demand in excess of 20,000 at \$0.90 per kilowatt
Plus an energy charge:

(a) For the first 31,000,000 KWH per month of:

(I) 4.0 mills per kilowatt hour for the first 200 KWH per kilowatt of Billing Demand

(II) 2.5 mills for all KWH over 200 hours per kilowatt of Billing Demand to apply to any portion of the first 31,000,000 KWH not used by application of subparagraph (I) above

(b) For all kilowatt hours over 31,000,000 of:

2.0 mills per kilowatt hour

(B) Monthly Rate applicable after August 31, 1970:

First 20,000 kilowatts of Billing Demand at \$1.35 per kilowatt.
All kilowatts of Billing Demand in excess of 20,000 at \$0.90 per kilowatt.

Plus an energy charge:

(a) For the first 31,000,000 KWH per month of:

(I) 3.5 mills per kilowatt hour for the first 250 KWH per kilowatt of Billing Demand.

(II) 2.4 mills for all KWH over 250 hours per kilowatt of Billing Demand to apply to any portion of the first 31,000,000 KWH not used by application of subparagraph (I) above

(b) For all kilowatt hours over 31,000,000 of 2.0 mills per kilowatt hour until November 1, 1973, or until the Henderson Municipal Power & Light Unit No. 2 installed at Big Rivers' Reid Station becomes available for commercial operation, whichever last occurs, and thereafter for all kilowatt hours over 31,000,000 of 2.25 mills per kilowatt hour.

10. Billing Demand. The Billing Demand in kilowatts shall be Customer's Maximum integrated thirty-minute demand during each billing month, determined by meters which will record on tape at the end of each thirty-minute period the integrated kilowatt demand during the preceding

thirty-minutes, or the Contract Demand, whichever shall be the greater.

11. Fuel Clause. The energy charge shall be increased or decreased at the rate of 0.106 mills per kilowatt hour for each 1.0 cent, or fraction thereof, by which the weighted average cost of fuel burned during each month in Green River's power supplier's thermal generating plants exceeds or is less than 15.6 cents per million BTU. For the purpose of facilitating the prompt mailing of bills, the fuel adjustment for any month shall be based upon the average cost of fuel and the kilowatt hours consumed by the member during that month, but shall appear as a credit or a debit upon the succeeding monthly bill.

12. State Sales Tax. The sales tax of the State of Kentucky is not included in the above rates but, if applicable, will be paid by Customer.

13. Tax Adjustment. There shall be added to or subtracted from the monthly demand charge the following adjustment to reflect changes in taxes imposed on Big Rivers:

(A) In ad valorem taxes:

$$\$0.045 \frac{A}{(0.0024)} - \$0.045 \text{ per kilowatt of Billing Demand.}$$

WHERE: A equals the ratio of total ad valorem taxes imposed on Big Rivers for the preceding year to the average total plant investment of Big Rivers for such year.

(B) In pay roll taxes paid by Big Rivers:

$$\$0.01 \frac{B}{(0.048)} - \$0.01 \text{ per kilowatt of Billing Demand.}$$

WHERE: B equals the ratio of payroll taxes imposed upon Big Rivers during the preceding month to the total payroll of Big Rivers for such month. and

(C) In the proportionate share of any other taxes imposed on Big Rivers allocated equitably among all customers of Big Rivers. If, in

Green River's judgment, it is not feasible to determine the relationship of any tax imposed to service to Customer, the total of such tax imposed shall be deemed to be assignable to sales to Customer and to others in proportion to the relationship of gross revenues from classes of service affecting or being affected by such taxes.

14. Labor Cost Adjustment. The monthly demand charge shall be increased or decreased by 0.05¢ per kilowatt for each full cent by which the average hourly earnings of production workers on Electric Companies and Systems as reported by the U. S. Department of Labor, Bureau of Labor Statistics, exceeds or is less than \$3.22 per hour for the preceding calendar year.

15. Power Factor. Customer shall maintain a power factor at the point of delivery as nearly as practicable to unity. The power factor shall not be allowed to fall below 0.90 leading or lagging with respect to power delivered hereunder.

16. Reductions in Cost of Service. Green River is a non-profit Kentucky corporation and Customer will benefit from any savings or reductions in cost of service in the same manner as any comparable customer authorized by the Kentucky Revised Statutes, and by Green River's Articles of Incorporation and Bylaws as now in effect; provided, however, that Green River's board of directors may defer retirement of so much of the capital credited to patrons for any year which reflects capital credited to Green River by a wholesale power supplier until such supplier shall have retired such capital credited to Green River. Customer shall not participate in Green River's capital credit existing prior to January 13, 1967, but shall

participate in Green River's capital credits accruing from and after such date. In addition, Green River will extend to Customer the capital credits accruing to Green River from Big Rivers and attributable to service to Customer hereunder from and after January 13, 1967. Capital credits shall be promptly distributed to Customer in accordance with the Kentucky Revised Statutes, Green River's Articles of Incorporation and Bylaws and subject to such requirements as may be imposed by the Rural Electrification Administration; and Green River will endeavor to obtain the agreement of Big Rivers to similarly distribute its capital credits.

17. Electric Disturbances and Phase Balancing. Customer shall not use the energy delivered under this Agreement in such manner as to cause electric disturbances which may be reasonably expected to (A) cause damage to or interference with Green River's system, systems connection with Green River's system, or facilities or other property in proximity to Green River's system; or (B) prevent Green River from serving other purchasers satisfactorily.

Green River may, at any time during the term of this Agreement, notify Customer (as provided in Section 28 hereof or by oral or written notice to Customer's plant management in Hancock County, Kentucky) of any such disturbances and, before attempting to take any other action, shall afford Customer a reasonable time and opportunity, under the circumstances involved, to correct or suppress the disturbances. If Customer does not so correct or suppress the disturbances, Green River may suspend or discontinue service (but only to the extent appropriate). Green River may,

at any time during the term of the Agreement, require Customer to make such changes of its system as are necessary so that Customer's thirty-minute integrated demands on one phase at point of delivery for any half-hour shall not exceed the integrated demand on any other phase at such point for the same half-hour by more than ten percent (10%).

Any suspension or discontinuance of service which becomes necessary by reason of a violation of this section shall not relieve Customer from its obligation to pay Green River the monthly charges as specified herein.

18. Contract Demands. (1) Customer's contract demand during the period commencing November 1, 1969 and ending August 31, 1970 shall be 100,000 kilowatts.

(2) 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 Green River 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.

(3) On or after October 1, 1971, Customer expects to have facilities in operation which will require an increase of the contract demand to 345,000 kilowatts. Green River's ability to furnish the additional power is dependent upon the completion of certain additional facilities by Green River's power supplier, Big Rivers. Customer shall use its best efforts to have its facilities ready to receive and use such additional power by October 1, 1971,

and Green River will use its best efforts to have its facilities ready to serve such load by that time. Customer and Green River 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 Green River as soon as Green River has such power available, provided that commencing not later than February 1, 1972, the contract demand shall be 345,000 kilowatts, except as provided in Subsection (4) of this Section 18 and in Section 30 hereof, and Green River shall not be obligated to deliver power and energy in excess of the contract demand, except as provided in Section 20 hereof.

(4) Customer's contract demand beginning on November 1, 1973, or whenever Henderson Municipal Power & Light Unit No. 2 installed at Big Rivers' Reid Station and leased by Big Rivers becomes available for commercial operation, whichever last occurs, shall be 365,000 kilowatts.

(5) Customer may reduce the said contract demand of 365,000 kilowatts in blocks not to exceed 25,000 kilowatts effective October 1, 1982, and thereafter by giving Green River written notice of not less than 36 months before the date Customer wishes such reduction or reductions to become effective. Not more than one reduction may be made in any three year period.

~~(6) Customer's maximum instantaneous demand shall not exceed 102% of Customer's contract demand without Green River's consent.~~

19. Minimum Bill. All electric power and energy supplied under this Agreement shall be at the rate specified in Section 9 hereof (subject to

adjustment pursuant to Sections 11 through 14 hereof, inclusive), but in no event shall the monthly charge for service hereunder be less than:

- (A) \$1.35 per kilowatt of Billing Demand for the period commencing July 1, 1969, and ending August 31, 1970, and
- (B) \$1.35 per kilowatt of Billing Demand after August 31, 1970;

The foregoing monthly charges shall, in each instance, be subject to adjudgment pursuant to Sections 12 through 14 hereof, as provided in Section 18 above, plus the cost of fuel actually expended during such month to serve Customer.

20. Notice of Load Changes. (a) Customer will give Green River notice, as far in advance as is practicable, of Customer's day by day load requirements, and any anticipated change in load conditions or characteristics. In the event Customer desires to use capacity in excess of the contract demand (as provided in Section 18), it may take such excess capacity, if in the sole discretion of Green River such excess capacity is available to Green River. During the period commencing September 1, 1969, and ending August 31, 1970, Customer will be given credit in kilowatts for the contract demand paid for but not used, such credit to be applied only to any metered demand in excess of the contract demand. Excess capacity shall be supplied under the rates, terms, and conditions of Sections 9 through 14 hereof, upon Customer giving Green River at least 24 hours notice of its excess requirements, and the period of time for which it desires such excess capacity to be scheduled.

(b) In the event Big Rivers has available interruptible surplus capacity which, in Big Rivers' sole judgment, can be made available to Green River for delivery to Customer and which Customer desires to purchase, Customer shall designate to Big Rivers the capacity in kilowatts and the usage in kilowatt hours of interruptible power which it wishes to purchase. The price for such interruptible power in any month shall be the average price of kilowatt hours for non-interruptible power capacity and energy furnished by Green River to Customer during the month.

(c) If, by reason of force majeure, Big Rivers reduces below the contract demand or below Customer's normal use at the time the power available to Green River for Customer's use, Green River will cause Big Rivers immediately to notify Customer whether Big Rivers can make surplus capacity available to Customer at a later time in an amount equal to the amount of the reduction and for an equal period of time. If such power is accepted by Customer, Green River shall not bill Customer for the capacity used during such period of time, but all kilowatt hours shall be included in calculating the monthly bill, and all such use by Customer shall be confirmed in writing. If Customer refuses to accept such power, then the provisions of Section 22 (b) (1) shall apply.

21. Metering. Green River will install, maintain and operate the metering equipment which is to be located at the point of delivery. Green River shall have the option of metering at (A) 161,000 volts, or (B) metering at 18,000 volts with compensation for transformation. Each meter used under the Agreement shall be read on the last day of each month (or such other date as may be mutually agreed upon) by a representative of Green River, and may be simultaneously read by representative of the Customer if the Customer so elects. Once each 12 months Green River will 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 1% slow or fast, no correction shall be made in the billing to the proper party for the period during which the parties agree that the inaccuracy existed. Green River will make additional tests of meters at the request and expense of Customer and in the presence of Customer's representative. In all other respects meters shall be installed, operated, maintained and tested in accordance with the Rules and Regulations of the Public Service Commission of Kentucky.

22. Force Majeure. (a) In the event either party shall be unable, wholly or in part, by reason of force majeure (including force majeure preventing Big Rivers from supplying power for Green River's resale to Customer) to carry out its obligations, on such party's giving notice and reasonably full particulars of such force majeure first by telephone and then confirmed in writing or by telegraph, to the other party within a reasonable time after the occurrence of the cause relied on, then the obligations of the parties, to the extent that they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, except as follows:

(b) If Green River's ability to make power available to Customer in the amount provided by this contract is interrupted or curtailed for a period longer than 5 consecutive minutes because of force majeure, for the period of and to the extent of such interruption or curtailment, the rates and charges for service hereunder shall be reduced as

- (1) The Billing Demand, the number of kilowatts in each block demand, and the number of kilowatt-hours in each energy block (except for the final energy block) will be reduced by the ratio of A to B where: A equals the product of the capacity

in kilowatts Green River is unable to deliver because of force majeure times the number of full minutes such capacity was not available, and B equals the product of the Billing Demand times the total number of minutes in the billing period.

(2) The minimum bill provided in Section 19 shall not apply.

(c) If Customer's ability to operate one or more of the potlines in its Reduction Plant is interrupted for a period of 24 or more consecutive hours because of force majeure suffered by the Customer at its Reduction Plant, Customer shall pay for power and energy supplied hereunder at rates provided in Sections 9 through 14 and 19 hereof for the period and to the extent of such interruption; except that:

(1) The Billing Demand shall be reduced by the ratio of C to D where: C equals the product of the capacity Customer is unable to take by virtue of force majeure multiplied by the number of full days Customer is unable to take such capacity, and D equals the product of billing demand as defined in Section 10 hereof multiplied by the number of full days in the billing period; and

(2) The charges provided in Section 19 hereof shall be reduced to \$1.00 per kilowatt for each kilowatt by which the Billing Demand was reduced in accordance with the formula above.

(d) In the event Customer is unable to receive and utilize capacity hereunder because of force majeure, the parties shall agree on the length of time required to remove such inability and Green River, upon request of Customer, will use its best efforts to sell such capacity and associated

energy to other parties for such period of time, and upon written approval of any such sale by Customer, Green River shall apply all revenues derived from such sale, in excess of the cost of fuel consumed and other direct costs associated with such sale, as a credit to the extent of the minimum bill applicable because of force majeure as provided in paragraph (c) above.

(e) 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 the Government, whether Federal, State or local, civil or military, civil disturbances, explosions, breakage of or accident to machinery, equipment or transmission lines, inability of either party hereto to obtain necessary materials, supplies, or permits due to existing or future rules, regulations, orders, laws or proclamation of governmental authorities (whether Federal, State, or local) including both civil and military, and any other forces which are not reasonably within the control of the party claiming suspension.

(f) The party unable to perform its obligations hereunder by reason of force majeure shall remedy such inability with all reasonable dispatch.

24. Payment of Bills. Electric power and energy furnished hereunder shall be paid for at the office of Green River each month within fifteen (15) days after the bill therefore is mailed to Customer. If Customer shall fail to pay any such bill within such fifteen-day period, Green River may discontinue delivery of electric power and energy hereunder upon fifteen days written notice of the Customer of its intention to do so. Such discontinuance for non-payment

shall not in any way affect the obligations of the Customer to pay the minimum bill.

25. Effective Date and Required Approvals. Upon the effective date of this Agreement it shall be substituted for the original Agreement of January 13, 1967, and all Supplements and Amendments thereto as to all rights, obligations and duties of the parties from and after such effective date, and the said original agreement of January 13, 1967, and the Supplements and Amendments thereto shall continue to govern all of the rights, obligations and duties of the parties prior to such effective date. The effective date of this Agreement shall be the date upon which the last of the following conditions precedent occurs:

(a) This Agreement is executed by the parties hereto.

(b) This Agreement has been approved in writing by the Administrator of the Rural Electrification Administration of the United States.

(c) This Agreement has been filed with the Public Service Commission of Kentucky, and has been approved by such Commission, or has otherwise become effective under the Kentucky statutes and the Public Service Commission's Rules and Regulations.

(d) Each party covenants to use its best efforts to secure performance of the foregoing conditions precedent by January 1, 1974. If all of such conditions precedent are not performed by January 1, 1974, either party not in default under this Section 25 shall have the right to terminate all rights and obligations under this Agreement by written notice to the other party, provided, however, that all of the rights and obligations under the original Agreement of January 13, 1967, and all of the Supplements and Amendments thereto shall remain in full force and effect in accordance with their terms and conditions.

26. Term. This Agreement shall remain in full force and effect until December 31, 1996, provided, however, Customer shall have the

exclusive right and option to extend this Agreement for a further term of five (5) years commencing at the expiration of the original term, under the same terms and conditions as provided herein, by giving written notice to Green River not later than December 31, 1991. Should Customer elect to extend the term of this Agreement for an additional term of five (5) years, then in like manner it shall have the further option to extend the same for a second additional term of five (5) years commencing at the expiration of the first extended term on December 31, 2001, under the terms and conditions herein set forth, provided that notice of the exercise of such option shall be given by Customer to Green River not later than December 31, 1996. At the expiration of the original term or if extended, then, at the expiration of any extension thereof, this Agreement shall remain in effect until terminated by either party giving the other party not less than five (5) years notice in writing of its intent to terminate this Agreement.

27. Remedies of the Parties. Except as otherwise 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 at equity for the breach of any of the provisions herein.

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.

28. Notices. Any written notice, demand or request required or authorized under this Agreement shall be deemed properly given to or served on the Cooperative if mailed to it: Green River Electric Corporation, P. O. Box 1389, Owensboro, Kentucky, 42301. Any such notice, demand or request shall be deemed properly given to served on the Customer if mailed

to: National-Southwire Aluminum Company, P. O. Box 1000, Carrollton, Georgia, 30117.

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

29. 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.

30. Future Energy Requirements. If during the term of this Agreement, Customer requires additional quantities of electric energy, beyond those referred to in this Agreement, it shall first negotiate with Green River as to any such future load requirements before negotiating with any other supplier of electric energy. Should Customer at any time notify Green River that it desires to negotiate as to such future load requirements, Green River agrees that it will expeditiously do so and will exercise its best efforts to agree upon reasonable terms as to rates and conditions of service.

If Customer and Green River fail to reach agreement on future additional load requirements, Customer may purchase, or otherwise obtain, such additional power from other sources, provided, however, the maximum demand and load factor supplied by Green River under this Contract is not reduced thereby, and such additional power is metered separately.

31. Successors in Interest. The terms and conditions of this Agreement shall inure to and be binding upon the parties together with their respective successors and assigns. The Customer may, at its election, assign or transfer this Agreement to any subsidiary or affiliate of Customer which

may become engaged in the operation of the Reduction Plant; and, in such event, if such assignee or transferee shall assume all obligations or responsibilities of Customer under this Agreement, then Customer shall become only secondarily liable for such obligations and responsibilities.

32. Entire Agreement. The terms, covenants and conditions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the date first herein written.

GREEN RIVER ELECTRIC CORPORATION

By: J. H. Keet
President

ATTEST:

By: Robert Ireland
Secretary

NATIONAL SOUTHWIRE ALUMINUM COMPANY

By: Ray Richards
President

ATTEST:

By: Thomas M. Smith
Secretary

In consideration of, and in order to induce execution of the foregoing Agreement, and in recognition of the obligations assumed by the undersigned

in the contract of January 13, 1967, as amended and supplemented, the undersigned, Southwire Company, P. O. Box 1000, Carrollton, Georgia, 30117, a Georgia corporation, does hereby guarantee performance by National Southwire Aluminum Company of all the terms, obligations, and conditions imposed upon National Southwire Aluminum Company by the foregoing agreement.

Executed this 15TH day of November, 1973.

SOUTHWIRE COMPANY

By: *Roy Richards*

President

ATTEST:

By: *Margaret Beull*

Secretary