

AGREEMENT FOR ELECTRIC SERVICE
AS AMENDED AND SUPPLEMENTED

THIS AGREEMENT made and entered into as of this 14th
day of June, 1982, by and between GREEN RIVER ELECTRIC
CORPORATION, a Kentucky corporation organized under KRS Chapter
279, with its principal office at 3111 Fairview Drive, P.O. Box
1389, Owensboro, Kentucky 42302, hereinafter called "Green River",
and NATIONAL SOUTHWIRE ALUMINUM COMPANY, a corporation formed
under the laws of the State of Delaware, with its principal place
of business in Hancock County, Kentucky, P.O. Box 500, Hawesville,
Kentucky 42348, hereinafter called "Customer".

WITNESSETH:

WHEREAS, Green River and Customer entered into an agree-
ment for electric service on October 5, 1973, that amended and
restated the agreements of the parties as of that date, which
agreement has been revised by Amendment No. 1 dated March 9, 1976,
Amendment No. 2 dated December 7, 1979, and Amendment No. 3 dated
October 13, 1980, and

WHEREAS, Green River and Customer have now agreed on
certain additional revisions to that agreement as amended, and
wish to incorporate those revisions and the existing agreement as
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 at wholesale from Big Rivers Electric Corporation and provides electric service in Hancock County, Kentucky, referred to herein as the "Green River 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 Demand (Section 15 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, except as provided in Sections 15(c) and 19(c).

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 customer's electrical substation located adjacent to the Reduction Plant, 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.

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, as well as the 161 kV transmission lines required between the point of delivery and customer's electrical substation.

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 substation facilities and equipment owned by it.

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 American National Standards Institute, the rules and regulations of the Public Service Commission of Kentucky, and other applicable laws, codes and regulations.

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.

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.

9. Rates. Customer agrees to pay monthly for the power and energy hereunder in accordance with the rates set forth in "Schedule A" to this Agreement; subject, however, to the conditions of force majeure as provided in Section 19 and to such changes as may be authorized or ordered into effect from time to time by the Kentucky Public Service Commission. No provision in this Agreement shall be construed or operate to deny Customer or Green River the right to appear before any administrative or legal tribunal to protest any rate adjustment.

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. Sales and Excise Taxes. No sales or excise taxes are included in the above rates. Customer will pay any such taxes which are now or hereafter applicable.

12. 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.

13. 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.

14. 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 connected 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 24 hereof or by oral or written notice to Customer's plant management of 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.

15. Contract Demand. (a) Customer's Contract Demand shall be not less than 345,000 kw nor more than 370,000 kw, the exact Contract Demand for each billing month being as fixed by notice from Customer to Green River at least 30 days prior to the first day of the billing month for which notification is being given. Monthly increases or decreases within the Contract Demand range shall be in multiples of 1,000 kw, and no change in excess of 5,000 kw shall be made without the prior approval of Green River and Big Rivers.

(b) Customer may reduce the range of Contract Demand in blocks not to exceed 25,000 kilowatts 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.

(c) Upon written request of Customer, Green River shall use its best efforts to cause Big Rivers to sell any portion of Customer's firm power to other parties upon such terms, prices and conditions as Customer approves in writing, and after deducting Big Rivers' energy and fuel adjustment charges, ~~the~~  ~~portion of~~ any remaining proceeds of such sales shall be credited to Customer's account to the extent only of such sums as would have been charged to Customer in the absence of such sales to other parties. Any remaining deficit shall be paid by Customer.

16. Minimum Bill. All electric power and energy supplied under this Agreement shall be at the rate specified in Section 9 and Schedule A (subject to adjustment under Section 11 hereof), but in no event shall the monthly charge for service hereunder be less than the Demand Charge specified in Schedule A multiplied by the Billing Demand, plus the charge for energy actually consumed during such month.

17. 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 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.

(b) If, by reason of force majeure, Big Rivers reduces below the contract demand or below Customer's normal use at the time the power is available to Green River for Customer's use, Green River will cause Big Rivers to immediately 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 surplus 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 19(b)(1) shall apply.

18. Metering. Green River will install, maintain and operate the metering equipment which is to be located at the point of delivery. 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.

19. 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 Agreement is interrupted or curtailed for a period longer than five (5) consecutive minutes because of force majeure, and Big Rivers is unable to supply replacement power or Customer is unable to utilize replacement power as provided in Section 17(b), then for the period of and to the extent of such interruption or curtailment the rates and charges for service hereunder shall be reduced as follows:

(1) The Billing Demand 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 for in Section 16 shall not apply.

(3) Upon Customer's request, Green River will use its best efforts to require Big Rivers to obtain power from any available sources and transmit such power to Customer's plant for Customer's use. Green River shall advise Customer of the availability of any such power to Big Rivers and the terms and conditions under which such power may be obtained and delivered and Customer shall then determine whether or not such terms and conditions are acceptable to it.

(c) In the event Customer is unable to receive and utilize capacity hereunder because of force majeure, the minimum bill provided for in Section 16 shall apply, except that the parties shall agree on the length of time required to remove such inability and Green River, upon request of Customer, shall 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 (after deducting Big Rivers' energy and fuel adjustment charges) as a credit to the extent of such minimum bill.

(d) 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 proclamations of governmental authorities, whether Federal, State, or local, civil or military, and any other forces which are not reasonably within the control of the party claiming suspension.

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

20. Payment of Bills. Electric power and energy furnished hereunder shall be due and payable to Green River monthly on the fifteenth (15th) day of the month following service or on the next full work day should this day fall on a Saturday, Sunday or a holiday.

If Customer shall fail to pay any bill within the prescribed period, Green River may discontinue delivery of electric power and energy hereunder upon fifteen (15) days' written notice to Customer of its intention to do so. Such discontinuance for nonpayment shall not in any way affect the obligations of Customer to pay the minimum bill. In the event the current monthly bill rendered is not paid on the due date, 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.

21. Effective Date and Required Approvals and Commitments. Upon the effective date of this Agreement, it shall be substituted for the existing Agreement 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 existing Agreement of October 5, 1973, 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) Final approval of this Agreement by the Administrator of the Rural Electrification Administration of the United States, and the Louisville Bank for Cooperatives.

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

22. Term. This Agreement shall remain in full force and effect until December 31, 2010; 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, 2005. 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, 2015, 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, 2010. 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.

23. 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.

24. Notices. Any written notice, demand or request required or authorized under this Agreement unless otherwise provided shall be deemed properly given to or served on Green River if mailed to: Green River Electric Corporation, P.O. Box 1389, Owensboro, Kentucky 42302. Any such notice, demand or request shall be deemed properly given to or served on Customer if mailed

to: National-Southwire Aluminum Company, P.O. Box 500, Hawesville, Kentucky 42348.

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.

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

26. 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 Agreement is not reduced thereby, and such additional power is metered separately.

27. Use of Customer's Coal. At such time as the Customer may so request, Green River agrees to ask Big Rivers to negotiate in good faith a separate agreement which would allow Customer to furnish Big Rivers with all or a portion of the coal fuel needed to generate Customer's electrical requirements hereunder.

28. 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. 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 the Customer shall become only secondarily liable for such obligations and responsibilities.

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

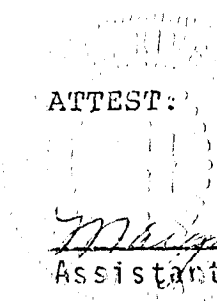
30. Severability. Should any provision or provisions of this Agreement be declared void or illegal by any court of competent jurisdiction, then such void or illegal provision or

provisions shall be severed from this Agreement, and all other provisions hereof shall remain in full force and effect.

31. Governing Law. The laws of Kentucky shall govern the execution, construction, and performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed by their representatives thereunto duly authorized as of the day and year first above written.

ATTEST:


Margaret B. Cecil
Assistant Secretary

GREEN RIVER ELECTRIC CORPORATION

Dean Stanley
General Manager

ATTEST:

Thomas M. Smith
Assistant Secretary

NATIONAL-SOUTHWIRE ALUMINUM
COMPANY

By: Roy Richards
President

GREEN RIVER ELECTRIC CORPORATION
SCHEDULE OF RATES AND CHARGES

APPLICABLE TO

NATIONAL-SOUTHWIRE ALUMINUM

Effective: August 13, 1981

The rates applicable to National-Southwire Aluminum shall be as follows:

The monthly delivery point rate shall be:

- (a) A demand charge of \$6.25 per kilowatt of billing demand.
- (b) Plus an energy charge of: 18.191 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 Corporation'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 inter-system power sales credit received by the Corporation from its wholesale power supplier attributable to the consumer's billing demand.