

SUPPLEMENTAL AGREEMENT NO. 1

DATED DECEMBER 19, 1968

BETWEEN

GREEN RIVER RURAL ELECTRIC COOPERATIVE CORPORATION
OWENSBORO, KENTUCKY

AND

SOUTHWIRE COMPANY
CARROLLTON, GEORGIA

THIS SUPPLEMENTAL AGREEMENT EXECUTED THIS 19TH DAY OF
DECEMBER, 1968 BY AND BETWEEN THE GREEN RIVER RURAL
ELECTRIC COOPERATIVE CORPORATION (HEREINAFTER CALLED
"GREEN RIVER"), AND SOUTHWIRE COMPANY (HEREINAFTER
CALLED "SOUTHWIRE"):

WITNESSETH: THAT,

WHEREAS, THE PARTIES HERETO EXECUTED A CONTRACT ON
JANUARY 13, 1967 WHICH PROVIDES FOR THE SALE AND
PURCHASE OF ELECTRICAL POWER AND ENERGY; AND

WHEREAS, SOUTHWIRE WILL REQUIRE POWER AND ENERGY IN
EXCESS OF THAT BEING PROVIDED IN SAID CONTRACT; AND

WHEREAS, SOUTHWIRE WILL FURNISH ONE 161 KV CIRCUIT; AND

WHEREAS, IN ORDER TO ACCOMPLISH THE FOREGOING, AN

AMENDMENT TO THE ORIGINAL CONTRACT BETWEEN THE PARTIES
DATED JANUARY 13, 1967, IS NECESSARY;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OTHER CONSIDERATIONS OF MUTUAL BENEFIT, THE EXISTENCE AND RECEIPT OF WHICH ARE ACKNOWLEDGED BY THE PARTIES HERETO, THE CONTRACT DATED JANUARY 13, 1967, BE AND THE SAME IS HEREBY AMENDED IN THE FOLLOWING RESPECTS:

1. SECTION 3 IS AMENDED BY ADDING THE FOLLOWING PARAGRAPH THERETO.

"(c) CUSTOMER SHALL FURNISH AND INSTALL, OR CAUSE TO BE FURNISHED AND INSTALLED, ONE 161 KV TRANSMISSION LINE FROM BIG RIVERS' COLEMAN POWER PLANT TO CUSTOMER'S SUBSTATION. TRANSMISSION LINE SHALL BE COMPLETE WITH TERMINATING SUBSTATION EQUIPMENT AS REQUIRED BY BIG RIVERS AT THE COLEMAN POWER PLANT AND SHALL INCLUDE, BUT NOT LIMITED TO, OIL CIRCUIT BREAKER, DISCONNECT SWITCHES, BUSES, SUPPORT STANDS, RELAYS, TELEMETERING AND SUPERVISORY EQUIPMENT, POTENTIAL DEVICES, LIGHTNING ARRESTERS."

2. SECTION 5 IS AMENDED TO READ IN ITS ENTIRETY AS FOLLOWS:

"COOPERATIVE WILL OPERATE MAINTAIN OR CAUSE TO BE OPERATED AND MAINTAINED ALL OF THE FACILITIES OWNED BY THE COOPERATIVE OR 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."

3. SECTION 8 IS AMENDED BY ADDING THE FOLLOWING SENTENCE THERETO:

"HOWEVER, THE SUBSTATION EQUIPMENT FURNISHED BY CUSTOMER AND INSTALLED IN BIG RIVERS' COLEMAN POWER PLANT SHALL NOT BE REMOVED UNLESS THE SAME HAS BEEN OFFERED FIRST TO BIG RIVERS FOR PURCHASE AT A COST NOT TO EXCEED ACTUAL CONSTRUCTION COST LESS ACCUMULATED DEPRECIATION TO DATE OF OFFER AND BIG RIVERS HAS FAILED FOR A PERIOD OF ONE YEAR AFTER RECEIPT OF SUCH OFFER TO ACCEPT SAME AND PAY THE PURCHASE PRICE OR OTHER AGREED CONSIDERATION THEREFOR."

4. SECTION 18 (2) IS AMENDED IN ITS ENTIRELY TO READ AS FOLLOWS:

"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 COOPERATIVE 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, EXCEPT AS PROVIDED IN SUBSECTION (3) OF THIS SECTION 18 AND IN SECTION 30 HEREOF, AND COOPERATIVE SHALL NOT BE OBLIGATED TO DELIVER POWER AND ENERGY IN EXCESS OF THE CONTRACT DEMAND, EXCEPT AS PROVIDED IN SECTION 20 HEREOF."

5. SECTION 18 (3) IS AMENDED BY STRIKING THE WORDS "CONTRACT DEMAND OF 230,000" APPEARING IN THE FIRST SENTENCE THEREOF; AND SUBSTITUTING IN LIEU THEREOF THE WORDS "CONTRACT DEMAND OF 260,000."

6. SECTION 20 IS AMENDED TO READ IN ITS ENTIRETY AS FOLLOWS:

"CUSTOMER WILL GIVE COOPERATIVE NOTICE, AS FAR IN ADVANCE AS 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
COOPERATIVE SUCH EXCESS CAPACITY IS AVAILABLE
TO COOPERATIVE. 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,
SAID CREDIT TO BE APPLIED ONLY TO ANY METERED
DEMAND IN EXCESS OF THE CONTRACT DEMAND.
EXCESS CAPACITY SHALL BE ~~PAID FOR~~ ^{SUPPLIED} UNDER THE
RATES, TERMS AND CONDITIONS OF SECTION 9
THROUGH 14 HEREOF, UPON CUSTOMER GIVING
^{AT LEAST TWENTY FOUR HOURS}
COOPERATIVE, ADVANCE NOTICE ~~AS REQUIRED BY~~
COOPERATIVE OF ITS EXCESS REQUIREMENTS, AND
THE PERIOD OF TIME FOR WHICH IT DESIRES SUCH
EXCESS CAPACITY TO BE SCHEDULED.

THE CONTRACT BETWEEN THE PARTIES HERETO DATED
JANUARY 13, 1967, SHALL CONTINUE IN FULL FORCE AND
EFFECT AS AMENDED HEREIN.

IN TESTIMONY WHEREOF, THE PARTIES HERETO BY
THEIR DULY AUTHORIZED OFFICERS OR AGENTS HAVE
HEREUNTO AFFIXED THEIR SIGNATURES TO THIS SUPPLE-

DECEMBER
MENTAL AGREEMENT No. 1 THIS 19 DAY OF ~~NOVEMBER~~,
1968.

ATTEST:

Robert Reid
SECRETARY

GREEN RIVER RURAL ELECTRIC
COOPERATIVE CORPORATION

BY JR Miller
GENERAL MANAGER

ATTEST:

Margaret Starnell
SECRETARY

SOUTHWIRE COMPANY

BY Roy Richards
PRESIDENT