

THIS AGREEMENT made and entered into this 8th day of December, 1989, by and between GREEN RIVER ELECTRIC CORPORATION, 3111 Fairview Drive, Owensboro, Kentucky 42302 (hereinafter called the "Seller"), and WORLDSOURCE COIL COATING, INC., a Delaware corporation, with principal offices at Park Lane Towers, Suite 1415 W, Dearborn, Michigan 48126 (hereinafter called the "Customer").

WITNESSETH: That for and in consideration of the premises and the mutual covenants herein contained, the parties do hereby agree as follows:

1. GENERAL OBLIGATIONS

Seller shall make available, sell and deliver to the customer, and customer shall take and pay for all of the electric power and energy as specified herein and required by customer in the operation of its facilities described upon Exhibit A hereto, at the rates and upon the terms and conditions herein specified.

2. MEMBERSHIP

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

3. SERVICE CHARACTERISTICS

3.01 Type. Service hereunder shall be alternating current, three phase, four wire, 60 hertz, at approximately 8/13.8 kilovolts.

3.02 Delivery Point. The point of delivery of the power and energy made available hereunder shall be the point at which customer's facilities connect to seller's wholesale power supplier's facilities, as shown upon Exhibit A hereto.

3.03 Service Restriction. Customer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of purchased power and shall not sell any electric power and energy purchased hereunder.

3.04 Maximum Demand. The maximum instantaneous demand of customer during the primary term of this agreement, or any extension hereof, shall be 15,000 KW. Seller shall not be obligated to supply capacity in excess of said demand.

3.05 Electric Disturbance and Phase Balancing.

(a) Customer shall not use the energy delivered hereunder in such a manner as to cause electric disturbances which may reasonably be expected to (i) cause damage or interference with seller's system, systems connected with seller's system, or facilities or other property in proximity to seller's system, or (ii) prevent seller from serving other customers satisfactorily.

(b) Seller may require customer, at customer's expense, to make such changes in its system as may be necessary to reasonably limit such fluctuations and disturbances.

(c) Customer shall take and use the power and energy hereunder in such a manner that the load at the point of delivery shall not cause an imbalance between phases of more than 15%. Should the load be imbalanced so as to cause interference with the seller's system or to systems connected to seller's system, seller reserves the right to require customer, at customer's expense, to make necessary changes to correct such condition. In addition to any other remedies the seller may have hereunder, should customer fail to make such changes, seller may, in its determination of

billing demand, assume the load on each phase is equal to the greatest load on any phase.

3.06 Power Factor. Customer shall maintain a power factor at the point of delivery as nearly as practicable to unity. Power factor during normal operation may range from unity to ninety percent (90%). If customer's power factor is less than 90% at time of maximum load, seller reserves the right to either: (a) install at customer's expense suitable equipment to maintain a power factor of 90% or higher; or (b) adjust the maximum metered demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Actual Measured KW X 90\%}}{\text{Power Factor (\%)}}$$

3.07 Metering

(a) The metering equipment necessary to register the electric demand and energy for this service shall be furnished, installed, operated and maintained by seller and shall be and remain the property of seller.

(b) 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 seller, and may be simultaneously read by a representative of customer should customer so elect.

(c) All inspections and testing of metering equipment shall be performed by seller in accordance with applicable rules and regulations of the Kentucky Public Service Commission.

(d) The metering point shall be at seller's wholesale power supplier's electric substation located adjacent to the customer's property.

3.08 Facilities and Services Provided by Customer.

(a) Customer shall provide, or cause to be provided, at its own expense, all equipment required to be installed in seller's wholesale power supplier's National Aluminum Substation in connection with the rearrangement of existing substation facilities for service to customer and as agreed upon among customer, seller, and seller's wholesale power supplier, including such protective devices as may be reasonably necessary to protect the systems of seller and its wholesale power supplier from disturbances to such systems caused by customer. The equipment so provided shall be and remain the property of customer. If equipment provided by customer is damaged beyond repair or requires replacement due to obsolescence or misapplication, such replacement cost shall be borne by customer.

(b) Customer shall be responsible for the cost of designing the 13.8 KV ring bus in the National Aluminum Substation, and for designing and constructing all the foundations required in connection with the installation of all the customer's equipment to be installed in the National Aluminum Substation.

(c) Customer shall also be responsible for the cost of designing and constructing the distribution lines between customer's plant and the 13.8 KV substation equipment located at the National Aluminum Substation.

3.09 Facilities and Service Provided by Seller.

(a) Seller shall provide, or cause to be provided, all electrical installation services and work related to the rearrangement and installation of customer's equipment in seller's wholesale power supplier's National Aluminum Substation.

(b) Seller shall provide, or cause to be provided, operated, and maintained all 161 KV equipment required at the National Aluminum Substation in connection with service to customer.

3.10 Operation and Maintenance of Facilities.

(a) Customer shall be responsible for the operation and maintenance of its distribution lines between customer's plant and the 13.8 KV substation equipment located in the National Aluminum Substation.

(b) Customer shall provide to seller's wholesale power supplier all necessary documentation, instruction books, and drawings associated with customer's 13.8 KV equipment.

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

(d) Seller shall operate and maintain, or cause to be operated and maintained, all of the 13.8 KV equipment beginning at customer's distribution lines inside the National Aluminum Substation and extending to seller's wholesale power supplier's power transformers.

(e) Seller shall cause all 13.8 KV breakers at the National Aluminum Substation to be connected into its wholesale power supplier's control and data acquisition system.

4. PAYMENT

4.01 Rates. (a) Customer shall pay seller for service hereunder at the rates set forth upon Exhibit B, attached hereto and

made a part hereof, subject to such changes as may become effective from time to time by operation of law or by order of the Kentucky Public Service Commission, and further subject to such changes as may be required to reflect modification of the rates under which seller purchases electric service at wholesale.

(b) Seller shall revise said Exhibit B to reflect any such changes in rates, terms or conditions contained therein, and each revision shall automatically be incorporated into this agreement. Failure of seller to promptly revise Exhibit B shall not affect customer's duty to pay for service in accordance with any changed rates, terms, or conditions of service rendered on or after the effective date of such change.

4.02 Taxes. Customer shall pay all taxes, charges, or assessments now or hereafter applicable to electric service hereunder.

4.03 Billing Demand. The billing demand of customer shall be the greater of the twelve-month peak demand, or the minimum billing demand.

(a) Twelve-month peak demand shall mean the maximum integrated thirty-minute demand during the current billing month or during any of the previous eleven (11) billing months, whichever is greater, with such maximum integrated thirty-minute demand determined by meters which record at the end of each thirty-minute period the integrated kilowatt demand during the preceding thirty minutes. The provisions of Paragraph 3.06 apply to the measured KW.

(b) The minimum billing demand of customer shall be 7,000 kilowatts effective on and after July 1, 1990.

4.04 Initial Billing Period. The effective date of the initial billing period hereunder shall be the first day of the first month after seller makes power and energy available for customer's use.

4.05 Incentive Rate Demand Charge Credit. A monthly demand charge credit will be given to customer each month for a period of 60 consecutive months beginning with the earlier of July 1, 1990 or the first month in which actual measured demand exceeds 1,000 kilowatts. The monthly demand charge credit will be customer's demand rate times customer's actual measured demand in the billing month times the applicable percentage identified below:

<u>MONTH</u>	<u>PERCENTAGE CREDIT</u>
1 - 12	50%
13 - 24	40%
25 - 36	30%
37 - 48	20%
49 - 60	10%

4.06 Payment of Bills. Bills for service furnished during the preceding monthly billing period shall be processed and mailed to customer not later than the fifth (5th) day of each month. Bills for service hereunder shall be paid at seller's designated bank in Owensboro, Kentucky. Such payment by customer shall be made by electronic bank transfer or by check on or before the fifteenth (15th) day of each month or on the next full work day should the 15th day fall on a Saturday, Sunday or holiday. In the event the current monthly bill is not paid by its due date, seller may discontinue delivery of electric power and energy hereunder upon

fifteen (15) days written notice to customer of its intention so to do. 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. Any such discontinuance of service under this paragraph shall not relieve customer of any of its obligations under this agreement.

4.07. Customer Deposit. As security for payment of its monthly billing obligations, Customer shall provide a deposit or other guarantee in the sum of \$125,000. A written guarantee in that amount from General Electrical Capital Corporation, in a form acceptable to Green River, will satisfy this requirement. However, if the term of the GECC guarantee is for a period less than the term of this Agreement, then at least sixty (60) days prior to the expiration of the GECC guarantee, Customer shall either provide Seller with a renewal of the GECC guarantee or make a cash deposit in an amount of \$125,000 or substitute another guarantee for the GECC guarantee. If Customer fails to make a cash deposit or provide a renewed or substitute guarantee, then Customer shall be deemed to be in default and Seller may discontinue delivery of electric power and energy hereunder fifteen (15) days after written notice to Customer of its intention to do so, unless Seller has received such cash deposit or renewed or substitute guarantee before the end of such fifteen-day period.

5. CONTINUITY OF SERVICE

5.01 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 become defective, by reason of force majeure, seller shall not be liable therefor, or for damages caused thereby. Such event of force majeure shall not affect the obligation of customer to pay for all power and energy actually used during each billing period.

5.02 The term "force majeure," as used herein, shall mean Acts of God, accidents, strikes or other labor troubles, 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 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 seller, whether like or unlike those herein enumerated.

6. TERM

6.01 Initial Term and Renewals. This agreement shall remain in full force and effect for an initial term of ten (10) years from the beginning date of the incentive rate demand charge credit as defined in Paragraph 4.05 and shall automatically renew annually thereafter for successive one-year terms upon the same terms and conditions stated herein and in 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

such termination.

6.02 Assignment. This agreement shall not be assigned without the prior written consent of seller, which consent will not unreasonably be withheld. Seller may withhold approval of a proposed assignment until, among other things, seller has been provided with all information it may require regarding the proposed assignee, and until the proposed assignee has provided seller with assurances of payment, if any, required by seller.

7. RIGHT OF ACCESS

7.01 Duly authorized representatives of seller shall be permitted to enter the customer's premises at all reasonable hours in order to carry out the provisions of this agreement.

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

8. REMEDIES OF THE PARTIES

Except as specifically provided for 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 with respect to any subsequent default or matter.

9. NOTICES

Any written notice, demand or request required or authorized under this agreement shall be deemed properly given to or served

upon the other party if the notice is in writing and placed in the mail, postage prepaid, or delivered to the other party at the following address:

To the Seller:

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

To the Customer:

WorldSource Coil Coating, Inc.
Park Lane Towers
Suite 1415 W.
Dearborn, Michigan 48126

and

Arnold S. Weisler
Worldmark Corporation
Old Port Cove Plaza
1208 United States Highway One
North Palm Beach, Florida 33408-3583

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

10. SEVERABILITY

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

11. SUCCESSION, APPROVAL AND EFFECTIVE DATE

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

11.02 The effective date of this agreement shall be April 1, 1989, except that said 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, and

(b) It is approved or accepted by the Public Service Commission of Kentucky.

12. ENTIRE AGREEMENT AND VENUE

The terms, covenants and conditions herein contained constitute the entire agreement between the parties and shall supercede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, provided, however, that service to the customer is subject to the provisions of the articles of incorporation and bylaws of seller and is subject to the lawful orders of the Public Service Commission. All respective rights and obligations of the parties shall be governed by the laws of the Commonwealth of Kentucky. Venue of any action, legal or equitable, related to this contract, shall be Daviess County, Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, as of the day and year first herein written.

GREEN RIVER ELECTRIC CORPORATION,
Seller

By: Dean Stanley
Dean Stanley
President & General Manager

Attest:

Debra Hayden
Assistant Secretary

WORLDSOURCE COIL COATING, INC.,
Customer

By: _____

Attest:



Secretary

EXHIBIT A

DESCRIPTION AND LOCATION OF SERVICE			
TYPE OF OPERATION Manufacturing		USE OF SERVICE Metal Coating and Fabrication	
SERVICE WILL BE MADE AVAILABLE ON OR BEFORE (date) July 1990		SIZE OF LARGEST MOTOR 200 H.P.	
NUMBER OF ACRES 83.4	SECTION	TOWNSHIP	RANGE
APPROX. MILES 3	(Direction) West	FROM (Town) Hawesville, Kentucky	(Name of road) River Road
OWNER Worldsource Coil Coating, Inc.			
OWNER'S ADDRESS Park Lane Towers, Suite 1415 W, Dearborn, Michigan 48126			
MAIL BILLS AND NOTICES TO Same as above			

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

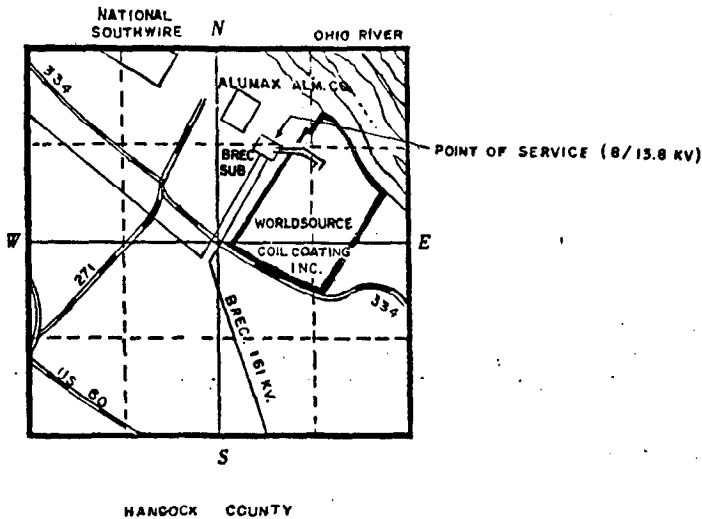


EXHIBIT B
SCHEDULE OF RATES AND CHARGES
TO
WORLDSOURCE COIL COATING, INC.

The monthly delivery point rate shall be:

- (1) A demand charge of \$9.05 per kilowatt of billing demand, plus
- (b) An energy charge of \$0.02025 per KWH consumed, plus

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 Green River's wholesale power supplier for fuel adjustment, less any credit for inter-system power sales in Green River's wholesale power contract; where P is the total KWH purchased, less line losses equal to a 12-month moving average not to exceed ten percent (10%). The rate resulting from this formula shall be applied to each kilowatt hour sold in the current month and each KWH attributable to company use in the current month.