

DEC 1 1988

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made August 26, 1988, between Henderson-Union R. E. C. C a Kentucky corporation (hereinafter called the "Seller"), and Green Construction Company of Indiana, Incorporated (hereinafter called the "Consumer"), an Indiana corporation (corporation, partnership or individual)

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need at its location described in Exhibit A attached hereto and by this Henderson County, Kentucky Coal Mine Substation near Zion, Kentucky.

XXXXXXXXXXXXXXXXXXXX up to 10,000 kilowatts, upon the following terms:

1. Service Characteristics.

a. Service hereunder shall be alternating current, three phase, three wire, sixty cycles, 69,000 volts.

b. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

c. See Addendum 1.

2. Payment.

a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule LP-3 attached to and made a part of this Agreement.. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the

demand for billing purposes hereunder shall be not less than 501 kilowatts for any billing period. XXXXXXXXXXXXXXXXXXXX the first twelve billing periods, 1000 kilowatts for the second twelve billing periods and then shall not be less than 2000 kilowatts for any billing period. XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX shall pay to the Seller not less than XXXXXXXXXXXXXXXXXXXX per month for XXXXXXXXXXXXXXXXXXXX having service available hereunder during the term hereof XXXXXXXXXXXXXXXXXXXX thereafter.

b. The initial billing period shall start when Consumer begins using electric power and energy, or 15 days after the Seller notifies the Consumer in writing that service is available hereunder, whichever shall occur first.

c. Bills for service hereunder shall be paid at the office of the Seller in Henderson State of Kentucky

Such payments shall be due on the 15th day of each month for service furnished during the preceding month's billing period.

If the Consumer shall fail to make any such payment within fifteen days after such payment is due, the Seller may discontinue service to the Consumer upon giving fifteen (15) days' written notice to the Consumer of its intention so to do, provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement. All amounts unpaid within the due date shall be subject to a late payment penalty in accordance with the terms of Schedule LP-3.

d. The Consumer agrees that if, at any time, the rate under which the Consumer purchases electric service XXXXXXXXXXXXXXXXXXXX modified the Seller may make a corresponding modification in the rate for service hereunder. XXXXXXXXXXXXXXXXXXXX Schedule LP-3 is modified, the rate for service hereunder shall be correspondingl modified.

e. Termination. See Addendum 2.

ADDENDA TO REA FORM 320

DEC 7 1980

ADDENDUM 1

1.10 Facilities to be Provided by Consumer.

1.11 Consumer will provide or cause to be provided (without cost to Seller) permanent easements upon Consumer's property which in the opinion of the Seller are necessary for the construction of facilities which the Seller or its wholesale power supplier must furnish to provide electric service under this agreement.

1.12 Except as provided in Section 1.20 of this Addendum, Consumer 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 in the opinion of the Seller to protect the system of the Seller from disturbances caused by Consumer. Plans for equipment to be installed for such protection shall be submitted to Seller for prior approval.

1.20 Facilities to be Provided by Seller. Seller shall furnish and install, or cause to be furnished and installed, all of the facilities required for the delivery of electric power and energy to the point of delivery, including the following facilities.

1.21 One 69,000 volt electric transmission line extending from Big Rivers Electric Corporation's existing transmission line system to Consumer's dead-end structure in Consumer's substation yard.

1.22 Metering, communications, relaying, and control circuits as mutually agreed upon and as necessary for proper measurement, control and coordination between Seller's and Consumer's facilities.

1.30 Construction Standards. Consumer shall construct and maintain any facilities it builds under an obligation created by this agreement in accordance with applicable provisions of the National Electric Safety Code of the American National Standards Institute (ANSI C2), and other applicable laws, codes and regulations, provided however Seller shall have no duty to inspect those facilities for conformance with such standards. Each party shall own, maintain and operate the facilities its purchases and installs.

1.40 Electric Disturbances and Phase Balancing Consumer shall not use the energy delivered under this agreement in such manner as to cause electric power and energy disturbances which may be reasonably expected to cause damage to or interference with Seller's system, a system connected with Seller's system, or facilities or other property in proximity to Seller's system; or which prevent Seller from serving other consumers satisfactorily.

DEC 1 1983

ADDENDUM 2

Termination. If termination of this agreement is requested by the Consumer prior to the end of its primary term, or is terminated by the Seller for nonpayment by Consumer, a termination charge shall be paid to the Seller by the Consumer equal to the actual investment made by Seller's wholesale power supplier to erect the transmission line described in paragraph 1.21 of this Addenda,

reduced by 1/120th of that amount for each month Consumer purchases power and energy from Seller.

DEC 1 1963

ADDENDUM 3

Force Majeure. In the event performance of this agreement is limited or prevented in whole or in part by 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) or any other cause beyond the reasonable control of the parties hereto whether or not specifically provided herein, upon such party's giving notice and reasonably full particulars of such force majeure or uncontrollable force, in writing or by telegraph to the other party within a reasonable time after the occurrence of the cause relied on, the party whose performance is so limited or prevented shall be excused, discharged and released from the performance to the extent such performance is limited or prevented, but only for the period when the performance is limited or prevented and thereafter all of the terms of this agreement shall remain in effect except that the term of the agreement shall be extended for a period equal to the duration of the aforesaid force majeure. Consumer shall be excused from paying the minimum bill during any period of force majeure, but nothing contained herein shall excuse Consumer from the obligations of paying at the time provided herein, for any power consumed by it. In no event shall this agreement subject either party to liability for consequential damages or damages for loss of anticipated profits.

ADDENDUM 4

Successors in Interest. Consumer may with written approval of Seller, assign or transfer this agreement to any subsidiary or affiliate of Consumer, and in such event if such assignee or transferee shall assume all obligations or responsibilities of Consumer under this agreement, then the consumer shall become only secondarily liable for such obligations and responsibilities.

ADDENDUM 5

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5.10 Capital Credits Seller is a non-profit Kentucky corporation and Consumer will benefit from any savings or reductions in cost of service in the same manner as any comparable consumer as authorized by the Kentucky Revised Statutes, and by Seller's Articles of Incorporation and Bylaws as may be in effect; provided, however, the Seller's board of directors may defer retirement of so much of the capital credited to patrons for any year which reflects capital credited to the Seller by Big Rivers Electric Corporation (Big Rivers), Seller's wholesale power supplier, until Big Rivers shall have retired such capital credited existing prior to the effective date of this agreement, but shall participate in Consumer's capital credits accruing from and after such date in accordance with the Kentucky Revised Statutes and Consumer's Articles of Incorporation and Bylaws. Capital credits shall be promptly distributed to Consumer in accordance with the Kentucky revised Statutes Consumer's Articles of Incorporation and Bylaws and subject to such requirements as may be imposed by the Rural Electrification Administration.

5.20 Remedies of the Parties. 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. Except as specifically provided herein, this agreement shall not be construed to abridge, limit, or deprive either party of any remedy for

breach of the provisions herein which would otherwise be available at law or equity.

5.30 Reports and Information. Consumer shall furnish to the Seller such reports and information concerning its operations as the Seller may reasonably request from time to time.

5.40 Notices. Any written notice, demand or request required or authorized under this agreement shall be deemed properly given to or served on Seller if mailed to: Henderson-Union Rural Electric Cooperative Corporation, P.O. Box 18, Henderson, Kentucky 42420. Any such notice, demand or request shall be deemed properly given to or served on Consumer if mailed to: Green Construction Company of Indiana, P.O. Box 841, Owensboro, Kentucky 42301, Attention: Tom Green. Each party shall have the right to change the name of the person to whom or the location to which the notices are to be given or served by notifying the other party, in writing, of such change.

5.50 Jurisdiction and Venue. The terms, covenants and conditions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representatives, or agreement, either oral or written, between the parties hereto with respect to the subject matter hereof, provided, however, that service to the Consumer is subject to the provisions of the Articles of Incorporation and Bylaws of Seller and is subject to the lawful orders of the Kentucky Energy Regulatory Commission. All respective rights and obligations of the parties shall be governed by the laws of the State of Kentucky. Venue of any action, legal or equitable, having as its basis the enforcement or interpretation of this contract, shall be Kentucky.

5.60 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.

RECEIVED

DEC 1 1988

Form for Filing Rate Schedules

HENDERSON-UNION RURAL ELECTRIC
COOPERATIVE CORPORATION
Name of Issuing Corporation

For All Territory Served
Community, Town or City

P.S.C. NO. 7

Original SHEET NO. 8

CANCELLING P.S.C. NO. _____

SHEET NO. _____

CLASSIFICATION OF SERVICE

SCHEDULE "LP-3" - LARGE POWER (501 to 2000 KW) Dedicated Delivery Point

AVAILABILITY

This rate shall apply for large power consumers contracting for a demand of 501 to 2000 KW.

CONDITIONS OF SERVICE

An "Agreement for Purchase of Power" shall be signed by the consumer for service under this rate.

CHARACTER OF SERVICE

Service shall be the 60 Hz, 3-phase, at voltage as mutually agreed by the seller and consumer.

DETERMINATION OF BILLING DEMAND

For all delivery points, the Billing Demand in kilowatts shall be Member's maximum integrated thirty-minute demand at such delivery point during each billing month, determined by meters which record at the end of each thirty-minute period the integrated kilowatt demand during the preceding thirty minutes, or such maximum integrated thirty-minute demand achieved during any one of the eleven preceding months, or the Contract Demand, whichever shall be greater.

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable. Demand charge will be adjusted for average power factor lower than 90%. Such adjustment will be made by increasing demand 1% for each 1% by which the average power factor is less than 90% leading or lagging.

METERING

Electrical usage will be metered at the transmission voltage supplied or at the consumer's secondary voltage with a 1% adder to the metered KWH to account for transformer losses, as determined by the Seller.

DEC 1 1988

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1987

PURSUANT TO ORDER NO. 5-011,
SECTION 9(1)
John West
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE September 14, 1987

DATE EFFECTIVE September 1, 1987

ISSUED BY John West
Name of Officer

TITLE Manager

Issued by authority of an Order of the Public Service Commission of Kentucky in
Case No. 9974 Dated September 1, 1987

Form for Filing Rate Schedules

For All Territory Served
Community, Town or City

HENDERSON-UNION RURAL ELECTRIC
COOPERATIVE CORPORATION

P.S.C. NO. 7

Name of Issuing Corporation

Original SHEET NO. 10

CANCELLING P.S.C. NO. _____

_____ SHEET NO. _____

CLASSIFICATION OF SERVICE

SCHEDULE "LP-3" - LARGE POWER Dedicated Delivery Point (cont'd)

MINIMUM DEMAND CHARGE

The minimum monthly demand charge shall be no less than the amount as specified in the "Agreement for Purchase of Power."

(T)

TERMS OF PAYMENT

Delinquent accounts are subject to a collection fee of \$10.00 or disconnection of service. The above rates are net, the gross rate being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate shall apply.

DEC 1 1988

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1987

PURSUANT TO PAR 5:011,
SECTION 9(1)

BY: Steve Hill
PUBLIC SERVICE COMMISSION MANAGER

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