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AGREEMENT FOR RETAIL ELECTRIC SERVICE

PUBLIC SERVICE  
COMMISSION

THIS AGREEMENT FOR RETAIL ELECTRIC SERVICE ("Agreement") made this <sup>14</sup>~~5~~ day of August, 2003, by and between MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION, a Kentucky rural electric distribution cooperative organized under Chapter 279 of the Kentucky Revised Statutes, with principal offices located at 1351 Irvington Road, P. O. BOX 489, Brandenburg, KY 40105-0189 ("Seller"), and BEDROCK PRODUCTS, L.L.C., a Kentucky limited liability company with principal offices located at 20041 Leitchfield Road, Leitchfield, KY 42754 ("Consumer").

WHEREAS, Seller and Consumer, a member and customer of Seller with unique electricity usage characteristics, desire to reduce Consumer's cost of retail electricity by shifting some of Consumer's demand for electricity to off-peak periods.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants stated in this Agreement, the parties covenant and agree as follows:

1. GENERAL OBLIGATIONS

Seller will make available, sell and deliver to Consumer, and consumer will take and pay for all of the electric power and energy requirements required by Consumer for the operation of its facilities located at Consumer's principal place of business, at the rates and upon the terms and conditions specified in Seller's Tariff Schedule 3, "Three Phase Power Service, 0 KVA - 999 KVA," ("Tariff") at the rates and upon the terms and conditions specified in the Tariff, with the following exception:

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PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

BY Charles L. Dorn  
EXECUTIVE DIRECTOR

Billing demand during a month will only be metered during "Peak Periods." For purposes of this Agreement, "Peak Periods" is defined as the following periods:

Summer (April - Sept.) from 10:00 a.m. to 7:00 p.m.  
(CPT), Monday through Friday  
Winter (Oct. - March) from 6:00 a.m. to 8:00 p.m. (CPT),  
Monday through Friday

2. TERM

The term of this Agreement will commence at 12:00 a.m. on the Effective Date, as defined below, and terminate at 11:59 p.m. on the day preceding day that is the one-year anniversary of the Effective Date. The Effective Date of this Agreement is the date that this Agreement is filed with the Kentucky Public Service Commission for approval, if the Kentucky Public Service Commission approves this Agreement, or such other date as may be ordered by the Kentucky Public Service Commission.

3. NOTICES

Any notices required under, and any communications with respect to this Agreement will be considered complete upon delivery to a party at the following address:

TO SELLER:

Meade County Rural Electric Cooperative Corporation  
1351 Hwy. 79 (40108)  
P. O. BOX 489  
Brandenburg, KY 40105-0189  
Attention: Burns E. Mercer, President and CEO

TO CONSUMER:

Bedrock Products, L.L.C.  
20041 Leitchfield Road  
Leitchfield, KY 42754  
Attention: Keith Clark, Manager

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SECTION 9 (1)

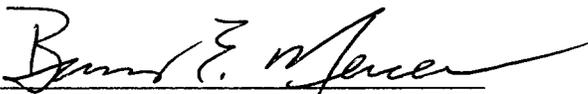
BY Charles W. Egan  
EXECUTIVE DIRECTOR

4. MISCELLANEOUS

This Agreement will accrue to the benefit of each party's successors and assigns, provided that this Agreement may not be assigned by a party without the consent of the other party. This Agreement contains the entire agreement of the parties on the subject matter hereof, and cannot be amended except in writing, signed by authorized representatives of each party.

WITNESS the signatures of the authorized representatives of the parties, on this the day and date first above written.

SELLER:

  
\_\_\_\_\_  
Burns E. Mercer, President and CEO  
Meade County Rural Electric Cooperative Corporation

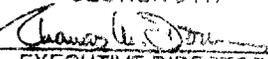
CONSUMER:

  
\_\_\_\_\_  
Keith Clark, Manager  
Bedrock Products, L.L.C.

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SEP 08 2003

PURSUANT TO 807 KAR 001:  
SECTION 9 (1)

BY   
\_\_\_\_\_  
EXECUTIVE DIRECTOR