

FILED

AUG 21 1989

PUBLIC SERVICE  
COMMISSION

INDUSTRIAL POWER AGREEMENT  
AMENDMENT NO. 1

THIS AMENDMENT, made and entered into this 16th day of August, 1989, by and between SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION, a Kentucky corporation with its principal offices at 925-929 North Main Street, Somerset, KY 42501, hereinafter referred to as the "Cooperative", and ASAHI MOTOR WHEEL COMPANY, INC., a Delaware corporation with its principal offices at 300 Highway 461, P. O. Box 698, Somerset, KY 42501, hereinafter referred to as "Customer".

W I T N E S S E T H:

Whereas, The parties entered into an Industrial Power Agreement dated January 17, 1989, (the "Agreement") which contained an effective date of June 1, 1989, and provided for an initial contract demand of 5,255 kW; and

Whereas, Due to delays in the start of production at Customer's facility served pursuant to said Agreement, actual electric needs may not approach such minimum levels until November, 1989; and

Whereas, The parties desire to amend the Agreement to provide equitable relief to Customer by adjusting the minimum demand schedule and extending the contract term;

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
REGULATORY

AUG 16 1989

PURSUANT TO P.S.C. REG. 9.011,  
SECTION 9(1)

BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained hereinbelow, the parties hereto agree as follows:

1. The parties agree, subject to the approval of the Public Service Commission of Kentucky (the "PSC"), to waive the application of rate Schedule LP-2, and the contract demand specified in the Agreement, to Customer's power and energy usage in the months of June and July, 1989. Subject to such approval, Customer shall be billed under Cooperative's rate Schedule LP for June and July, 1989.

2. Section 1 of the Agreement is hereby amended to read as follows:

1. Term. This Agreement shall become effective as of June 1, 1989, subject to the provisions of Section 13. This Agreement shall continue in effect for a term of 3 years from the date that Customer first becomes subject to billing under Cooperative's rate Schedule LP-2. This Agreement shall continue thereafter, on a year-to-year basis, unless terminated by either party by providing written notice of such termination at least 90 days prior to the yearly anniversary.

3. Section 2 of the Agreement is hereby amended to read as follows:

2. Availability of Power. Subject to the other provisions of this Agreement, Cooperative shall make

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**

**AUG 16 1989**

**PURSUANT TO SECTION 11,  
SECTION 11**

**BY: *Thomas L. Miller*  
PUBLIC SERVICE COMMISSION MANAGER**

available to Customer, and the Customer shall take and purchase from Cooperative, all of Customer's requirements for firm power and energy for the operation of Customer's said plant.

Until such time as Customer's actual demand equals or exceeds 1,000 kW, Customer's needs shall be delivered, taken and paid for in accordance with Cooperative's rate Schedule LP. Effective for the month customer's actual demand equals or exceeds 1,000 kW, Customer shall move to Cooperative's rate Schedule LP-1, and shall remain on that rate until Customer's actual demand equals or exceeds 5,000 kW, or until November 1, 1989, whichever comes first.

Effective for the billing period Customer's actual demand equals or exceeds 5,000 kW, and in no event later than the billing period commencing with November 1, 1989, Customer shall move to Cooperative's rate Schedule LP-2.

The "contract demand" under this Agreement shall be as follows:

(a) For the period Customer is served under Schedule LP-1 - 1,000 kW

(b) For the first four (4) billing periods under

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**

**AUG 16 1989**

**PURSUANT TO SECTION 95.011,  
SECTION 95.011**  
**BY: Glenn Miller**  
**PUBLIC SERVICE COMMISSION MANAGER**

Schedule LP-2 - 5,255 kW

(c) For the succeeding seven (7) billing periods under Schedule LP-2 - 7,495 kW

(d) For the remainder of the Agreement under Schedule LP-2 - 9,790 kW.

The power and energy made available to Customer hereunder shall be delivered, taken, and paid for in accordance with the terms hereof and the applicable tariffs of the Cooperative, Schedules LP, LP-1 or LP-2, as approved by the Kentucky Public Service Commission (the "P.S.C.") and as modified by appropriate authority, copies of which are attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of this Agreement and said tariffs, the latter shall control.

4. Section 7 of the Agreement is hereby amended to read as follows:

7. Rates and Charges. - Customer shall pay Cooperative monthly for power and energy made available under this Agreement in accordance with the rates, charges, and provisions of Cooperative's effective standard tariffs applicable to consumers of the same class as Customer, Schedules LP, LP-1 and LP-2, as approved by the P.S.C. and as modified,

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
AUG 16 1989  
PURSUANT TO ORDER NO. 89-0011,  
SECTION 9.1  
BY: Sharon Miller  
PUBLIC SERVICE COMMISSION MANAGER

replaced, or as adjusted from time to time and approved by the P.S.C.

5. Section 8 of the Agreement is hereby amended to read as follows:

8. Payment of Bills. - Payment for electric power and energy furnished hereunder shall be due and payable at the office of Cooperative monthly in accordance with the provisions of said Schedules LP, LP-1 or LP-2, as applicable. If Customer shall fail to pay any such bill as provided in such schedules, Cooperative 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 non-payment shall not in any way affect the obligations of Customer to pay the minimum monthly charge provided herein. All amounts unpaid when due shall be subject to a 5% charge for late payment.

6. All other provisions of the Agreement, not affected by this amendment, shall remain in full force and effect.

7. The effectiveness of this amendment is contingent upon the receipt of all necessary approvals of ~~PUBLIC SERVICE COMMISSION~~ OF KENTUCKY Cooperative, Inc.; the Rural Electrification Administration; supplemental lenders to cooperative and the PSC. AUG 16 1989

IN WITNESS WHEREOF, the parties have ~~executed~~ <sup>executed</sup> this ~~Agreement~~ <sup>Amendment</sup>, ~~in six original counterparts~~ <sup>in six original counterparts</sup> by ~~\_\_\_\_\_~~ <sup>\_\_\_\_\_</sup> by ~~\_\_\_\_\_~~ <sup>\_\_\_\_\_</sup> BY: ~~\_\_\_\_\_~~ <sup>\_\_\_\_\_</sup> PUBLIC SERVICE COMMISSION MANAGER

their respective officers, thereunto duly authorized, as of the day and year first above written.

ASAHI MOTOR WHEEL COMPANY, INC.

ATTEST:

Carol D. Krass

By:

D. V. Switzer, President  
Asahi Motor Wheel Company, Inc.

SOUTH KENTUCKY RURAL ELECTRIC  
COOPERATIVE CORPORATION

ATTEST:

Clifford M. Payne

By:

Kath Stan

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**

AUG 16 1989

PURSUANT TO KRS 199.011,  
SECTION 9(1)

BY: George H. Hill  
PUBLIC SERVICE COMMISSION MANAGER