

1/27/92

EKPC Standard Form -
Modified

INDUSTRIAL POWER AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of September, 1992, by and between SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION, a Kentucky corporation with its principal offices at 925-929 North Main Street, Somerset, Kentucky 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, Kentucky 42501, hereinafter referred to as "Customer".

W I T N E S S E T H:

WHEREAS, Cooperative is a rural electric cooperative providing retail electric service in Pulaski County, Kentucky, and

WHEREAS, Cooperative is a member of East Kentucky Power Cooperative, Inc., hereinafter referred to as "EKPC", and purchases all of its wholesale electric power and energy from EKPC, and

WHEREAS, Customer is a member of Cooperative and desires to purchase all of its retail electric power and energy needs from Cooperative, under the terms and conditions contained herein, to serve its Somerset plant (hereinafter referred to as its "plant").

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 21 1992

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Sharon Helle
PUBLIC SERVICE COMMISSION MANAGER

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

1. Term. This Agreement shall become effective as of January 18, 1992, subject to the provisions of Section 13. This Agreement shall continue in effect for a term of one year from said date and shall continue thereafter unless terminated by either party by providing written notice of such termination at least 90 days prior to the desired termination date.
2. Availability of Power. Subject to the other provisions of this Agreement, Cooperative shall make 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. The "contract demand" under this Agreement shall be 1000 kW, or the minimum demand level for any rate schedule subsequently selected by Customer pursuant to Section 7 hereinbelow.

This power and energy made available to Customer hereunder shall be delivered, taken, and paid for in accordance with the terms hereof and the applicable tariff of the Cooperative, as provided in Section 7, hereinbelow, as approved by the Kentucky Public Service Commission (the "P.S.C.") and as modified from time to time by appropriate authority. Copies of existing tariffs for which Customer is eligible are attached hereto and hereby made a part hereof.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 21 1992

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

BY: George D. Hall
PUBLIC SERVICE COMMISSION MANAGER

In the event of any conflict between the provisions of this Agreement and said tariffs, the latter shall control.

3. Conditions of Delivery. The point of delivery for firm power and energy made available hereunder shall be the point at which Customer's facilities connect to Cooperative's facilities. The power and energy made available hereunder shall be in the form of 3-phase alternating current at a frequency of approximately 60 hertz and at a nominal voltage of 7,200/12,470 GNDY. Regulation of voltage shall be within such limits as prescribed by the applicable rules and regulations of the P.S.C. Maintenance by Cooperative at said point of delivery of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Agreement. The power and energy taken by Customer hereunder shall be measured by meters and associated metering equipment to be or caused to be installed, operated, and maintained by Cooperative or EKPC. None of such electric power and energy shall be resold to third parties.

Neither Cooperative nor EKPC shall be obligated to provide or be responsible for providing protective equipment for Customer's lines, facilities, and equipment to protect against single phasing, low voltage, short circuits or any other abnormal system conditions, but Cooperative or EKPC, as the case may be, may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by

PUBLIC SERVICE COMMISSION
OF ENGLAND
EFFECTIVE

OCT 21 1992

3

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

BY: Cheryl Hallee
PUBLIC SERVICE COMMISSION MANAGER

Customer shall be capable of satisfactory coordination with any protective equipment installed by Cooperative or EKPC.

4. Cooperative Rules and Regulations. Customer agrees to be bound and adhere to all Rules and Regulations as all other Cooperative Customers/Members except as specifically stated in this contract.
5. Electric Disturbances. Customer shall not use the energy delivered under this Agreement in such manner as to cause electric disturbances which may be reasonably expected to (a) cause damage or to interference with Cooperative's system, systems connected with Cooperative's system, or facilities or other property in proximity to Cooperative's system, or (b) prevent Cooperative from serving other purchasers satisfactorily.

Cooperative may, at any time during the term of this Agreement, notify Customer of any such electrical disturbances and, before attempting to take any other action, shall afford Customer a reasonable time and opportunity, under the circumstances involved, to correct or suppress the disturbances. If Customer does not so correct or suppress the disturbances, then Cooperative may suspend or discontinue service.

Any interruption of service which may be necessary by reason of this Section shall not relieve Customer from its obligation to pay Cooperative the monthly charge as specified in the attached rate schedule.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 21 1992

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Cheryl Walker
PUBLIC SERVICE COMMISSION MANAGER

6. Right of Removal. Any and all equipment, apparatus, devices or facilities placed or installed, or caused to be placed or installed, by either of the parties hereto or by EKPC on or in the premises of the other party shall be and remain the property of the party owning and installing such equipment, apparatus, devices or facilities regardless of the mode or manner of annexation or attachment to real property of the other. Upon the termination of this Agreement, or any extension thereof, the owner thereof shall have the right to enter upon the premises of the other and shall within a reasonable time remove all or any portion of such equipment, apparatus, devices or facilities, unless otherwise agreed by the parties, or either party and EKPC, as applicable, at the time of such termination.

7. Rates and Charges. Customer shall pay Cooperative monthly for power and energy made available under this Agreement in accordance with the terms hereof and the rates, charges, and provisions of Cooperative's effective standard tariffs applicable to consumers of the same class as Customer, as approved by the P.S.C. and as modified, replaced, or adjusted from time to time and approved by the P.S.C.

Customer will initially be served under Cooperative's rate schedule LP-1. Customer shall have the option to move to any other effective standard tariff for which it is eligible after giving three (3) months advance notice to Cooperative. Customer must remain on the effective

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 21 1992

schedule so selected for at least one (1) year before changing to any other available rate schedule. After such time, Customer may change to any available standard tariff, so long as Customer is still eligible for the chosen rate, gives the Cooperative at least three (3) months advance written notice of its intent to change rate schedules, and remains on the chosen rate schedule for at least one (1) year before any subsequent changes.

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 applicable rate schedule. If Customer shall fail to pay any such bill as provided herein and in the applicable rate schedule, 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.

9. Reduction in Cost of Service. Cooperative is a non-profit Kentucky Corporation and Customer will benefit from any savings or reductions in cost of service in the same manner as any comparable customer as authorized by the Kentucky Revised Statutes, and by Cooperative's Articles of Incorporation and Bylaws as now in effect; provided, however, the Cooperative's board of directors may defer

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 21 1992

retirement of so much of the capital credited to patrons for any year which reflects capital credited to the Cooperative by EKPC until EKPC shall have retired such capital credited to the Cooperative. Customer shall participate in capital credits in accordance with the Kentucky Revised Statutes and Cooperative's Articles of Incorporation and Bylaws.

10. Notices. Any written notice, demand or request required or authorized under this Agreement shall be deemed properly given to or served on Cooperative if mailed to:

Keith Sloan, President
South Kentucky RECC
P.O. Box 910
Somerset, KY 42502

Any such notice, demand or request shall be deemed properly given to or served on Customer if mailed to:

Douglas V. Switzer, President
Asahi Motor Wheel Company, Inc.
P. O. Box 698
Somerset, KY 42502

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

11. Successors in Interest. The terms and conditions of this Agreement shall inure to and be binding upon the parties, together with their respective successors in interest.

Neither party may assign this Agreement to any other party without the express written consent of the other party

except that Cooperative may assign the Agreement to

Rural Electrification Administration and/or any other

lenders to Cooperative without such consent.

12. Force Majeure. The obligations of either party to this Agreement shall be suspended during the continuance of any occurrence, beyond the affected party's control (a "force majeure"), which wholly or partially prevents the affected party from fulfilling such obligations, provided that the affected party gives notice to the other party of the reasons for its inability to perform within a reasonable time from such occurrence. As used in this section, the term force majeure shall include, but is not limited to: acts of God; strikes; wars; acts of a public enemy; riots; storms; floods; civil disturbances; explosions; failures of machinery or equipment; interruptions in power deliveries from Cooperative's power supplier; or actions of federal, state or local governmental authorities, which are not reasonably within the control of the party claiming relief.

Notwithstanding the above provisions, no event of force majeure shall relieve Customer of the obligation to pay the minimum monthly charge provided herein in the attached rate schedules.

13. Approvals. This Agreement is subject to any necessary approvals of the Rural Electrification Administration, any other lenders to Cooperative and the P.S.C.

14. Modifications. Any future revisions or modifications of this Agreement shall require the advance approval of EKPC, and any necessary approvals by the Rural Electrification Administration, any supplemental lenders to the Cooperative, and P.S.C.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 21 1992

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, in six original counterparts, by their respective officers, thereunto duly authorized, as of the day and year first above written.

ATTEST:

SOUTH KENTUCKY RURAL ELECTRIC
COOPERATIVE CORPORATION

BY

Leth Sloan

ATTEST:

ASAHI MOTOR WHEEL COMPANY, INC.

BY

Charles C. Adams, Sec.

[Signature]

(amw-ipa)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 21 1992

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

BY:

[Signature]
PUBLIC SERVICE COMMISSION MANAGER