

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made this day of 8-16 1979,
between SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION (hereinafter
called the "Seller"), and GREENWOOD LAND AND MINING COMPANY (hereinafter
called the "Consumer"), a Kentucky Corporation.

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 this location up to Five Hundred (500) KVA capacity, upon the following terms:

1. SERVICE CHARACTERISTICS

- a. Service hereunder shall be alternating current, three phase, four-wire, sixty cycles, 14,400/24,900 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.

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 L.P. 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 Consumer shall pay to the Seller not less than Three Hundred and Seventy-Five (\$375) Dollars per month for service or for having service available hereunder during the term hereof.

- b. The initial billing period shall start when Consumer begins using electric power and energy, or whenever that service is made available by the Seller, whichever shall occur first.
- c. Bills for service hereunder shall be paid at the office of the Seller in Somerset or any Branch Office of the Seller in the State of Kentucky. Such payments shall be due each month as stated on the invoice, for service furnished during the preceding monthly billing period. If the Consumer shall fail to make any such payment within the period such payment is due, the Seller may discontinue service to the Consumer upon giving five (5) days written notice to the Consumer of its intention to do so, provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.
- d. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

3. MEMBERSHIP

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by such rules and regulations as may from time to time be adopted by the Seller, or any other regulatory body that has jurisdiction.

4. CONTINUITY OF SERVICE

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the

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4. CONTINUITY OF SERVICE

The 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 through an act of God, Governmental authority, action of the elements, public enemy, accident, strikes, labor trouble required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, the Seller shall not be liable therefor or for damages caused thereby.

5. RIGHT OF ACCESS

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

6. TERM

This Agreement shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other thirty (30) days notice in writing.

7. ADVANCE FOR CONSTRUCTION

The Consumer shall deposit with the Seller the sum of FORTY THOUSAND AND SIX HUNDRED (\$40,600) DOLLARS on account of the cost of facilities required to make service available to the Consumer on or before commencement of construction of such facilities. Such advance shall be returnable to the Consumer in the form of a credit on each bill for service in the amount of twenty (20) percent of the bill, which credits shall continue until they total TWENTY-TWO THOUSAND AND TWO HUNDRED (\$22,200) DOLLARS. No refunds shall be made to the Consumer of any portion of the deposit remaining upon termination of this Agreement. No refund shall be made on a minimum monthly bill or on any fuel adjustment applied to any bill.

In the event that the operation of the consumer shall in the opinion of seller interfere with the supply of electric current to the remaining consumers of seller, the seller agrees to make reasonable effort to notify consumer of such problem. Immediately, if possible, seller and consumer shall meet, consult, and evaluate any problem. If after prompt investigation, it is established that it is the operation of consumer which is interfering with the supply of electric current to other consumers of seller, consumer shall thereafter make the necessary changes at its own expense within thirty (30) days so as to eliminate such interference with the supply of electric current to other consumers. If the interference of service to other consumers is so severe as to interfere with the operation of such other consumers, seller may suspend service to consumer until such difficulties are corrected. If corrections to the situation have not been made within the said thirty (30) days, an extension of time may be granted if necessary for the procurement of necessary equipment for correction of the problem, provided adequate evidence is shown of procurement of said equipment. Consumer agrees to the forfeiture of all advance deposits made on account of the cost of the facilities if connections are not made within said period of time.

If this contract is terminated by reason of interference of service to other consumers, consumer shall not be required thereafter to make its minimum payments of THREE HUNDRED AND SEVENTY-FIVE (\$375) DOLLARS per month. Consumer agrees to notify seller of any major load attachments to its facilities and agrees to cooperate fully with the seller so as to avoid any difficulty or interruption of service to other consumers. Consumers specifically agree to notify seller of any additional or significant changes in its operation which

will affect consumers requirements for electric power, and consumer shall notify seller each time a motor of 25 (twenty-five) horsepower or more is installed at its facilities.

Consumer:

GREENWOOD LAND AND MINING COMPANY

BY:

B. Ray Thompson, Jr.
President, B. Ray Thompson, Jr.

ATTEST:

Velma Latham
Asst. Secretary

Seller:

SOUTH KENTUCKY RURAL ELECTRIC
COOPERATIVE CORPORATION

BY:

Richard L. Stephens
Secretary

ATTEST:

Hugh B. Morrison
President