

**SUPPLEMENTAL AMENDMENT TO WHOLESALE POWER
AGREEMENT AMENDMENT
(Power Supply for Commonwealth Aluminum Lewisport, LLC)**

THIS SUPPLEMENTAL AMENDMENT is made and entered into as of the 9th day of December, 2003, by and between **BIG RIVERS ELECTRIC CORPORATION**, Post Office Box 24, 201 Third Street, Henderson, Kentucky 42420 ("Big Rivers"), First Party, and **KENERGY CORP.**, 6402 Old Corydon Road, Post Office Box 18, Henderson, Kentucky 42419-0018 ("Kenergy"), Second Party (individually, a "Party;" collectively the "Parties"), both Parties being cooperative corporations organized and operating under KRS Chapter 279, and related chapters and sections of the Kentucky Revised Statutes;

WHEREAS the Parties entered into a Wholesale Power Agreement Amendment dated as of the 31st day of May, 2002 ("Wholesale Agreement"), in which they agreed to the terms on which Kenergy would acquire from Big Rivers the wholesale power supply required to perform its obligations to Commonwealth Aluminum Lewisport, LLC ("Commonwealth") under an Agreement for Retail Electric Service dated as of the 6th day of June, 2002 ("Retail Agreement").

WHEREAS both the Wholesale Agreement and the Retail Agreement are due to expire under their own terms on December 31, 2003, but Commonwealth now desires to extend the Retail Agreement for one year from January 1, 2004, through December 31, 2004, with the provision for Curtailable Service being deleted therefrom; and

WHEREAS Kenergy has requested that the Wholesale Agreement be extended for said one year period, with the provision for Curtailable Service being deleted therefrom, so that Kenergy may extend the Retail Agreement with Commonwealth for a like period of time, with the Curtailable Service provision also deleted;

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BY: Charles W. Dyer
EXECUTIVE DIRECTOR

NOW, therefore, in consideration of the mutual covenants and promises, the Parties AGREE as follows:

1. The Wholesale Agreement is extended for a term of one year from January 1, 2004, through December 31, 2004, and is amended as follows:

a. Section 15 of the Wholesale Agreement is amended to read in its entirety as follows:

15.0 Term of Agreement.

The term of this Agreement is one year, coinciding with the calendar year. The term of this Agreement will automatically renew for another calendar year at 12:01 a.m., prevailing local time, on January 1 of each year unless one Party has notified the other Party, in accordance with Section 20 of this Agreement, on or before the preceding July 1, of its election to terminate this Agreement at the end of the year in which the notice is given. Upon receipt by one Party of a notice of termination so issued, this Agreement will end at 11:59 p.m., prevailing local time, on December 31 of that year.

b. Section 1 of Schedule A to the Wholesale Agreement is amended to read in its entirety as follows: "The terms of Big Rivers' general tariff and its Tariff Rate Schedule 7 apply to service under this Agreement, except as adjusted by the Member Discount Adjustment."

2. The Parties acknowledge that they have not followed the provisions for extending the Wholesale Agreement as set forth in Section 15 thereof prior to this Amendment and the Parties hereby waive the requirements of these provisions for the purpose of effecting this

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extension; however, this waiver does not constitute a future waiver of any term of the Wholesale Agreement or limit a party's right to enforce any term or exercise any right thereunder.

3. In all other respects the terms, provisions and conditions of the Wholesale Agreement are adopted, affirmed and ratified.

Witness the authorized signatures of the Parties, as of the day and date first above written.


**BIG RIVERS ELECTRIC
CORORATION**

By: 

Printed name: Michael H. Core

Title: Pres & CEO

KENERGY CORP.

By: 

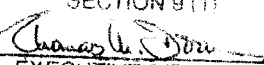
Printed Name: Dean Stanley

Title: President and CEO

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BY 
EXECUTIVE DIRECTOR