

**EXTENSION AGREEMENT
TO
AGREEMENT FOR TIER 3 ENERGY
AND FIRST AMENDMENT
(ALCAN)**


THIS EXTENSION AGREEMENT is entered into as of this 26th day of November, 2008, by and between KENERGY CORP., a Kentucky electric cooperative corporation organized under KRS Chapter 279 (“Kenergy”), and BIG RIVERS ELECTRIC CORPORATION, a Kentucky electric cooperative corporation (“Supplier” or “Big Rivers”).

RECITALS:

A. Kenergy and Supplier entered into an Agreement for Tier 3 Energy dated November 29, 2007 (the “Agreement”) pursuant to which Supplier agreed to sell to Kenergy in year 2008 and Kenergy agreed to purchase from Supplier for resale to Alcan Primary Products Corporation (“Alcan”) in year 2008 (i) 50 MW of System Firm Tier 3 Energy during On-Peak Hours, as defined therein (Block A Energy), (ii) 50 MW of System Firm Tier 3 Energy during Wrap Hours, as defined therein (Block B Energy) and (iii) a block of up to 15 MW of fully interruptible Tier 3 Energy, as set forth therein (Block C Energy). The rates, terms and conditions contained in the Agreement were accepted by the Kentucky Public Service Commission for resale by Kenergy to Alcan by Order dated December 20, 2007 in KPSC Case No. 2007-00544.

B. Kenergy and Supplier also entered into a First Amendment to the Agreement dated June 6, 2008 (the “First Amendment”) pursuant to which supplier agreed to sell to Kenergy during certain weeks in 2008 and Kenergy agreed to purchase from Supplier for resale to Alcan 50 MW of System Firm Tier 3 Energy during On-Peak hours on Saturdays, Sundays and NERC Holidays, said energy being denominated as Block A-1 Energy. The First Amendment was

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SECTION 10**

By 
Executive Director

heretofore extended to a date no later than March 2, 2009 by the Extension of First Amendment dated September 5, 2008 and the Supplemental Extension dated October 14, 2008 (collectively, the "First Amendment Extensions").

C. Supplier, Kenergy, Alcan, E.ON U.S ("E.ON") and others are currently parties to a prospective transaction pursuant to which, if consummated, Supplier and E.ON will, among other things, terminate a certain Lease Agreement dated July 15, 1998 and related agreements in accordance with the terms and conditions of a certain Termination Agreement dated March 26, 2007, as amended. Such prospective transaction is hereafter referred to as the "Unwind Transaction" and the Termination Agreement dated March 26, 2007, as amended, is hereafter referred to as the "Big Rivers-E.ON Termination Agreement." Either Big Rivers or E.ON may terminate the Big Rivers-E.ON Termination Agreement by written notice as provided in and in accordance with Section 17.1 thereof.

D. Supplier and Kenergy have now agreed to extend the Agreement relating to the purchase and sale of Block A Energy, Block B Energy and Block C Energy from December 31, 2008 to and through the date that is either (i) coincident with the closing of the Unwind Transaction or (ii) if the Unwind Transaction does not close, the date sixty (60) days subsequent to termination of the Big Rivers-E.ON Termination Agreement.

E. Supplier and Kenergy have further agreed to modify the First Amendment Extensions to provide for an expiration date of the First Amendment that is either (i) coincident with the closing of the Unwind Transaction or (ii) if the Unwind Transaction does not close, the date sixty (60) days subsequent to termination of the Big Rivers-E.ON Termination Agreement.

F. Supplier and Kenergy have further agreed to amend Section 9.47 of the Agreement (Priority System Sales) to recognize that beginning October 6, 2008, Supplier has not

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and agrees that it shall not thereafter make sales to third parties of such volume that would entitle Supplier to implement a Permitted Curtailment of Block A Energy, Block A-1 Energy and Block B Energy pursuant to Sections 5.03 and 6.03 of the Agreement.

G. Supplier and Kenergy have further agreed to amend Section 7.03 of the Agreement (Block C Energy Interruption) to recognize that beginning October 6, 2008, Supplier will have the right to interrupt delivery of Block C Energy only for the limited and sole purpose of making Priority System Sales, as defined in Section 3.47, as amended.


H. Supplier and Kenergy desire to document their agreement to amend and extend the Agreement and to further extend the First Amendment by entering into this Extension Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. The Agreement, setting forth the delivery obligation of Supplier and the purchase obligation of Kenergy with respect to Block A Energy, Block B Energy and Block C Energy is hereby extended from December 31, 2008 to and through the date that is the earlier to occur of (i) the closing of the Unwind transaction or (ii) if the Unwind Transaction does not close, the date sixty (60) days subsequent to termination of the Big Rivers-E.ON Termination Agreement in accordance with Section 17.1 thereof.

2. The First Amendment, as extended by the First Amendment Extensions, setting forth the delivery obligation of Supplier and the purchase obligation of Kenergy with respect to Block A-1 Energy is hereby modified to provide for a further extension of the First Amendment from a date no later than March 2, 2009 to and through the date that is the earlier to occur of (i) the closing of the Unwind transaction or (ii) if the Unwind Transaction does not close, the date

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sixty (60) days subsequent to termination of the Big Rivers-E.ON Termination Agreement in accordance with Section 17.1 thereof.

3. Section 3.47 of the Agreement is hereby amended and shall read as follows:

Priority System Sales: The amount of Energy, in any hour, that Big Rivers sells to its Member Cooperatives (exclusive of sales of Tier 3 Energy to Kenergy under this Agreement and the Century Agreement).

4. Section 7.03(a) of the Agreement is hereby amended and shall read as follows:

(a) Supplier may interrupt delivery of all or any portion of Block C Scheduled Energy in any hour, but only for the limited and sole purpose of making Priority System Sales, by sending a Notice of Interruption of at least thirty (30) minutes in advance to Kenergy and Alcan in which case Supplier shall have no obligation to supply the amount of Block C Scheduled Energy designated to be interrupted as set forth in the Notice of Interruption. Supplier's delivery obligation for each hour shall be firm if it does not give timely Notice of Interruption at least thirty (30) minutes in advance.

5. The Agreement is hereby amended to delete the word "fully" wherever it appears in Sections 2.05, 7.01 and 7.04 of the Agreement,

6. This Extension Agreement shall become effective on the date it is executed and delivered by the Parties. Notwithstanding the effective date of this First Amendment, the extended delivery obligation of Supplier and the extended purchase obligations of Kenergy with respect to Block A Energy, Block A-1 Energy, Block B Energy, and Block C Energy are subject to the condition that the Parties have received Kentucky Public Service Commission acceptance of the extended term and the rates, terms and conditions of Tier 3 Energy sold hereunder during the extended term by Kenergy to Alcan. As soon as such condition has been satisfied, Kenergy shall promptly provide written notice to Alcan and Supplier that the condition has been satisfied. Unless waived by Supplier in writing, the condition contained in this Section 6 shall not be deemed satisfied until Supplier has received such notice. Failure of any such acceptance shall

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not affect the previously approved rates, terms and conditions contained in the Agreement, as previously amended, with respect to delivery of all said blocks Tier 3 Energy through December 31, 2008.

7. All other terms and conditions of the Agreement, the First Amendment and the First Amendment Extensions shall remain in full force and effect including the rate for Block A-1 Energy of \$50.00/MWh.

IN WITNESS WHEREOF, this Extension Agreement is hereby executed as of the day and year first above written.

KENERGY CORP.

By: Sanford Novick
Sanford Novick
President and CEO

BIG RIVERS ELECTRIC CORPORATION

By: Mark A. Bailey
Mark A. Bailey
President and Chief Executive Officer

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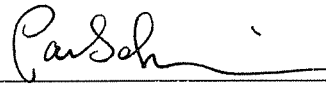
By: Jeff Oberon
Executive Director

CONSENT

Alcan Primary Products Corporation (“Alcan”) hereby agrees with Kenergy Corp. (“Kenergy”) and Big Rivers Electric Corporation (“Big Rivers”) that Alcan has reviewed the Extension Agreement between Big Rivers and Kenergy dated November 26, 2008 (“Extension Agreement”), attached hereto, and hereby consents to the execution, delivery and performance of the Extension Agreement by Kenergy and Big Rivers for all purposes.

Dated: November 26, 2008

ALCAN PRIMARY PRODUCTS CORPORATION

By: 
Pam Schneider
Treasurer

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By 
Executive Director

REQUEST FOR POWER

Alcan Primary Products Corporation (“Alcan”) hereby requests Kenergy Corp. (“Kenergy”) to enter into the Extension Agreement between Big Rivers Electric Corporation (“Big Rivers”) and Kenergy dated November 26, 2008 (the “Extension Agreement”), providing for, among other things, an extension of the Agreement for Tier 3 Energy dated November 29, 2007 between Big Rivers and Kenergy and the First Amendment thereto dated June 6, 2008, to and through a date that is the earlier to occur of the closing of the Unwind Transaction, as defined in the Extension Agreement, or if the Unwind Transaction does not close, the date sixty (60) days subsequent to termination of the Big Rivers-E.ON Termination Agreement, as defined in the Extension Agreement.

In consideration thereof, Alcan agrees to purchase from Kenergy at retail the delivered amounts of such Tier 3 Energy on the same terms and conditions and at the same rate contained in the Extension Agreement plus the applicable distribution fee included in Kenergy’s smelter tariff plus charges for transmission and ancillary services, if any, with respect such Tier 3 Energy.

The terms and conditions of the Agreement for Electric Service between Kenergy and Alcan dated July 15, 1998 (the “Alcan Power Agreement”) are, to the extent applicable, incorporated herein by reference.

This the 26th day of November, 2008.

ALCAN PRIMARY PRODUCTS CORPORATION
By: Pam Schneider
Pam Schneider
Treasurer

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By: [Signature]
Executive Director