



P.O. Box 18 • 6402 Old Corydon Road
Henderson, Kentucky 42419-0018
(800) 844-4832

April 29, 2013

Mr. Bret Clayton
Sebree Smelter
Alcan Primary Products Corporation
9404 State Route 2096
Robards, KY 42452-9735

Subject: Market Energy Transaction

Dear Mr. Clayton:

This letter contains the understanding of Kenergy Corp. ("Kenergy") about the agreed details for a Market Energy purchase by Kenergy from Big Rivers Electric Corporation ("Big Rivers") for resale to Alcan Primary Products Corporation ("Alcan") under Section 2.3.2(c) of the Retail Electric Service Agreement dated July 1, 2009, between Kenergy and Alcan ("Agreement"). This transaction is made pursuant to the terms of the Agreement, except to the extent those terms are inconsistent with the terms of this letter.

Quantity/Scheduling: When scheduling Market Energy Alcan shall submit a schedule no later than 3:00 PM on the second business day prior to the day of the scheduled delivery for up to 10 MW in integral multiples of one MW per hour. Once the schedule is submitted the obligation of Kenergy to provide and Alcan to pay for Market Energy shall become a firm commitment, except as provided for in Article 11 of the Agreement. Alcan may elect to schedule Interruptible Energy pursuant to Section 2.3.2(a) of the Agreement rather than, or in combination with, Market Energy.

Delivery: In accordance with Section 2.3.2(c) of the Agreement.

Term: July 1, 2013, through January 31, 2014.

Price: As follows for Market Energy scheduled during each month of the term:

	2013	2014
Jul:	\$ 49.68/MWh	Jan: \$ 42.20/MWh
Aug:	\$ 46.00/MWh	
Sep:	\$ 40.02/MWh	
Oct:	\$ 40.02/MWh	
Nov:	\$ 39.65/MWh	
Dec:	\$ 40.19/MWh	

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

7/1/2013

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



These prices include the items of pricing stated in Section 4.3.3(b) of the Agreement including transmission services from Big Rivers.


Billing and Calculation of Market Energy Charge: In accordance with Section 4.3.3(a) of the Agreement.

The effective date of the terms in this letter will be the date on which this letter has been signed by the parties and has received all required approvals from Kenergy's board of directors, and the Rural Utilities Service ("RUS"), and a corresponding agreement between Big Rivers and Kenergy has been signed by the parties and received the required approval from the RUS.

If these terms are agreeable to Alcan, please indicate that agreement by signing in the location provided below.

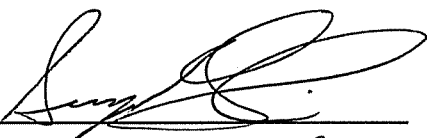
Sincerely,

Kenergy Corp.

By: 
Gregory Starheim
President and CEO

ACCEPTED AND AGREED:

Alcan Primary Products Corporation

By: 
Title: General Manager
Date 4/29, 2013

COPY: Mark Bailey, Big Rivers
Lindsay Barron, Big Rivers
Mike Mattox, Big Rivers
David Hamilton, Kenergy

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EFFECTIVE 7/1/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)