

**SECOND AMENDMENT TO AMENDED AND RESTATED  
AGREEMENT FOR RETAIL ELECTRIC SERVICE**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR ELECTRIC SERVICE ("Amendment"), is made and entered into as of the 1st day of November, 2023, by and between **KENERGY CORP.**, a Kentucky electric cooperative corporation, with its principal office located at 6402 Old Corydon Road, P.O. Box 18, Henderson, Kentucky 42419-0018 ("Kenergy" or "Seller"), and **COMMONWEALTH ROLLED PRODUCTS, INC.**, a Delaware corporation, with a service address at 1372 State Route 1957, Lewisport, Kentucky 42351 ("Commonwealth" or "Customer"). Seller and Customer are individually referred to herein as a "Party" and collectively as the "Parties." **BIG RIVERS ELECTRIC CORPORATION**, a Kentucky electric cooperative corporation ("Big Rivers"), has agreed to join in this Amendment and to become a party hereto for the limited purposes of its covenants and agreements set forth in Section 1.03 below.

WHEREAS, Kenergy provides retail electric service to Commonwealth at its Lewisport aluminum mill located in Hancock County, Kentucky ("Customer's Facility"), under an Amended and Restated Agreement for Electric Service dated May 27, 2016 (as previously amended, the "Retail Agreement"), between Kenergy and Aleris Rolled Products, Inc. ("Aleris"), which Retail Agreement Aleris assigned to Commonwealth pursuant to that Assignment and Assumption Agreement (of Kenergy Retail Agreement), dated December 1, 2020, by and among Aleris, Aleris International, Inc., a Delaware corporation ("Guarantor"), and Commonwealth; and

WHEREAS, the Parties desire to amend the Retail Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree, effective as of the Amendment Effective Date (as defined below), as follows:

ARTICLE I  
AMENDMENTS

1.01 Maximum Contract Demand. Section 2.03(a) of the Retail Agreement is deleted and replaced in its entirety with the following:

(a) The maximum demand of Customer in any month during the term of this Agreement, or any extension thereof (the "Maximum Contract Demand"), shall be 59,000 kW. Seller shall not be obligated under this Agreement to supply capacity in excess of the Maximum Contract Demand, measured as specified in Section 2.03(b) of this Agreement.

1.02 Minimum Contract Demand. Section 3.03(b) of the Retail Agreement is deleted and replaced in its entirety with the following:

(b) The Minimum Contract Demand of Customer for each billing month shall be 60% of the Maximum Contract Demand.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**12/29/2023**

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

1.03 Security for Payment of Monthly Billing Obligations.

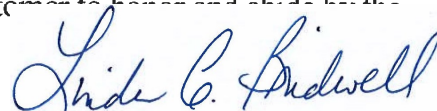
A. Section 3.05(a) of the Retail Agreement is deleted and replaced in its entirety with the following:

(a) As security for payment of its monthly billing obligations from and after the Effective Date, Customer shall provide Big Rivers and thereafter maintain a cash deposit or an irrevocable bank letter of credit representing two months' estimated billing based on prior consumption or, in the case of an adjustment to the Maximum Contract Demand, the estimated future billing. Semi-annually, and 15 days prior to any adjustment in the Maximum Contract Demand, Big Rivers shall adjust the amount of the deposit or bank letter of credit to reflect changes in the amounts of the obligations of Customer secured by the deposit or bank letter of credit.

Kenergy hereby agrees to return to Customer, promptly following Customer's delivery to Big Rivers of the cash deposit or irrevocable bank letter of credit meeting the requirements set forth above, any and all cash deposits (together with any interest accrued thereon) and/or the originals of any and all irrevocable bank letters of credit that were previously provided by Customer to Kenergy pursuant to Section 3.05(a) of the Retail Agreement, without any drawings by Kenergy on such cash deposit(s) or letter(s) of credit. Kenergy acknowledges and agrees that Customer's delivery of the cash deposit or irrevocable bank letter of credit to Big Rivers as contemplated in amended Section 3.05(a) above will satisfy all obligations of Customer to deliver such a cash deposit or irrevocable bank letter of credit to Kenergy under the Retail Agreement, under Kenergy's applicable tariff(s) or under applicable laws, rules or regulations. Big Rivers agrees with Customer to, and Kenergy agrees to cause Big Rivers to, use and apply such cash deposit or any proceeds or amounts drawn on such irrevocable bank letter of credit (as applicable) solely for the benefit of Kenergy in discharge of the corresponding monthly billing obligation(s) of Customer under the Retail Agreement, and not for any other purpose. Despite the delivery of such cash deposit or irrevocable bank letter of credit to Big Rivers rather than to Kenergy, Kenergy shall continue to bear all obligations that are imposed on Kenergy under the Retail Agreement, under Kenergy's applicable tariff(s) or under applicable laws, rules or regulations, with respect to the maintenance, use and application of such cash deposit or letter of credit (or the proceeds thereof), and Kenergy agrees to cause Big Rivers to honor and abide by those same obligations in connection with Big Rivers' maintenance, use and application thereof. In addition, to the extent Big Rivers' applicable tariff(s) and/or any applicable laws, rules or regulations impose on Big Rivers any obligations with respect to the maintenance, use or application of such cash deposit or letter of credit, Big Rivers agrees with Customer to honor and abide by the same for Customer's benefit.

**KENERGY**  
**PUBLIC SERVICE COMMISSION**

**Linda G. Bridwell**  
Executive Director



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B. Section 3.05(e) of the Retail Agreement is deleted and replaced in its entirety with the following:

(e) Letters of credit must be approved by Big Rivers, and must be issued by a bank acceptable to Big Rivers. Any such approval and acceptance of a letter of credit by Big Rivers shall also be deemed to be the approval and acceptance thereof by Kenergy for all purposes under this Agreement, it being understood that Big Rivers shall be deemed to be Kenergy's agent for such purposes. Any cash deposit provided pursuant to Section 3.05(a) or 3.05(b) will earn interest in accordance with law, and interest earned will be paid annually by Big Rivers to Customer. The failure of Customer to provide or maintain the security for payment as required by this Section 3.05 shall be treated as a failure to pay a bill for electric service when due, and Seller may proceed to disconnect service to Customer as provided in Section 3.04.

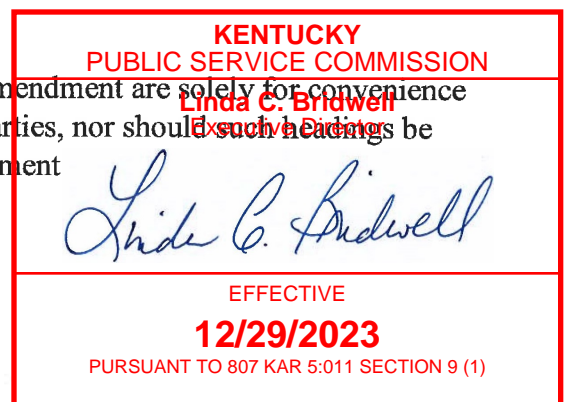
ARTICLE II  
MISCELLANEOUS

2.01 Amendment Effective Date. The "Amendment Effective Date" shall be the date all necessary approvals, including approvals of this Amendment and a corresponding agreement between Seller and Seller's wholesale supplier Big Rivers Electric Corporation ("Big Rivers"), are received from (i) the boards of directors of Seller and Big Rivers; (ii) the Kentucky Public Service Commission ("Commission"); and (iii) the Rural Utilities Service (collectively, the "Approvals"); or the Parties and Big Rivers waive such Approvals. Notwithstanding anything herein to the contrary, this Amendment shall not become effective unless and until such Approvals are received or waived.

2.02 Entire Agreement. The terms, covenants, and conditions contained in the Retail Agreement, as previously amended and as modified by this Amendment, constitute the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; provided, however, that service to Customer is subject to the articles, bylaws, tariffs, rules, and regulations of Seller and to the rules, regulations, and lawful orders of the Commission. In the event of a conflict between the Retail Agreement as amended and the articles, bylaws, tariffs, rules, and regulations of Seller, the Retail Agreement as amended shall take precedence.

2.03 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Retail Agreement.

2.04 Headings. The headings contained in this Amendment are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Amendment




2.05 Counterparts; Electronic Signatures; Delivery. This Amendment may be executed in any number of counterparts, which together will constitute but one and the same instrument, and each counterpart will have the same force and effect as if they were one original. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment, as of the day and year first above written.

KENERGY CORP.

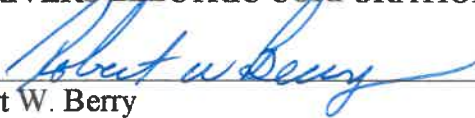
By:   
Timothy Lindahl  
President and CEO

COMMONWEALTH ROLLED PRODUCTS, INC.

By:   
Mike T. Keown  
CEO

Agreed to solely with respect to its covenants and agreement set forth in Section 1.03 of the foregoing Second Amendment to Amended and Restated Agreement for Electric Service, as of the day and year first above written:

BIG RIVERS ELECTRIC CORPORATION

By:   
Robert W. Berry  
President and CEO

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

EFFECTIVE <b>12/29/2023</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)