

AMENDMENT TO MASTER ASSIGNMENT AGREEMENT
BETWEEN
SOUTHWIRE COMPANY
AND
CENTURY ALUMINUM COMPANY

This AMENDMENT to the Master Assignment Agreement ("Amendment"), is entered into this 16 day of March 2001, between SOUTHWIRE COMPANY, a corporation organized and existing under the laws of the State of Delaware ("Southwire"), and CENTURY ALUMINUM COMPANY, a corporation organized and existing under the laws of the State of Delaware, or any affiliate thereof ("Century"). Southwire and Century are each referred to individually as a "Party" and collectively as "Parties".

RECITALS

On November 22, 2000, with the express consent of Kenergy Corp. ("Kenergy"), a Kentucky electric cooperative corporation organized and existing under KRS Chapter 279, the Parties entered into a Master Assignment Agreement in order to assign to Century certain of Southwire's rights and interests under the Agreement for Electric Service (as defined and further described in the Master Assignment Agreement) and all of Southwire's rights and interests under the Related Agreements (as defined in the Master Assignment Agreement).

The Agreement for Electric Service is subject to the regulatory purview of the Kentucky Public Service Commission ("KPSC"), and accordingly, Kenergy filed the Master Assignment Agreement with the KPSC, which on December 27, 2000, provided regulatory approval for the effectiveness of the Master Assignment Agreement.

On November 30, 2000, Southwire and Kenergy entered into an Amendment No. 2 to the Agreement for Electric Service providing, beginning January 1, 2001, for Kenergy to obtain at wholesale from Big Rivers Electric Corporation ("Big Rivers") for resale to Southwire up to a specified amount of reactive power supply in consideration of the payment by Southwire to Kenergy of the amount of \$483,000. All conditions precedent to the effectiveness of such amendment were subsequently satisfied, including KPSC approval which was granted on December 21, 2000, and thus Amendment No. 2 to the Agreement for Electric Service became effective as of January 1, 2001.

On November 30, 2000, with the consent of Big Rivers, Southwire and Kenergy entered into an Indemnification and Assignment Agreement, evidencing the agreement of the parties thereto with respect to any event whereby Kenergy is unable to perform its obligations under the Agreement for Electric Service because Big Rivers, as a supplier of wholesale power to Kenergy for resale to Southwire, has failed to perform its obligations under the Agreement for Tier 3 Energy dated November 30, 2000, between Kenergy and Big Rivers.

MAY 02 2001

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

BY: *Stephan* Bell

On November 30, 2000, with the consent of Southern Indiana Gas and Electric Company ("SIGECO"), Southwire and Kenergy entered into an Indemnification and Assignment Agreement, evidencing the agreement of the parties thereto with respect to any event whereby Kenergy is unable to perform its obligations under the Agreement for Electric Service because SIGECO, as a supplier of wholesale power to Kenergy for resale to Southwire, has failed to perform its obligations under the Agreement for Interruptible Tier 3 Energy dated November 30, 2000, between Kenergy and SIGECO.

On November 30, 2000, Southwire, Kenergy, SIGECO and a depository bank entered into a Security and Lock Box Agreement evidencing the agreement of the parties thereto with respect to the sharing of responsibilities upon the receipt by Kenergy of certain electric service revenues from Southwire, but also clarifying that Southwire's only responsibility is to make payments for certain electric service received from Kenergy under the Agreement for Electric Service to the depository bank in accordance with the instructions set forth in the Security and Lock Box Agreement.

It is a condition to the closing of the Purchase Agreement (as defined and further described in the Master Assignment Agreement) that Southwire and Century execute and deliver this Amendment in order to assign to Century all of Southwire's rights and interests under the Additional Related Agreements (as hereinafter defined), and that Kenergy consent to the assignments of the Additional Related Agreements pursuant to this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. EFFECTIVE DATE

The obligations of the Parties under this Amendment shall not commence until the Effective Date, which shall be 12:01 a.m. Central Time of the date following the day on which the Purchase Agreement shall have been closed by the Parties.

2. ASSIGNMENTS AND ASSUMPTIONS

2.1 Southwire hereby transfers and assigns to Century, and Century accepts assignment of, all of the rights and interests of Southwire in the Indemnification and Assignment Agreement bearing the consent of Big Rivers, the Indemnification and Assignment Agreement bearing the consent of SIGECO, and the Security and Lock Box Agreement to which SIGECO is a party (collectively, the "Additional Related Agreements"). Century assumes and agrees timely to pay and perform all obligations arising on or after the Effective Date hereof under the Additional Related Agreements or any of them.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 02 2001

2.2 As indicated by the signature below of Kenergy's duly authorized representative, Kenergy consents to Southwire's assignment of interests in the Additional Related Agreements as provided in Section 2.1 above.

2.3 Southwire affirms that, notwithstanding its assignment to Century of all of its rights and interests in the Additional Related Agreements and the consent of Kenergy to such assignment, all obligations of Southwire to Kenergy under the Additional Related Agreements remain unchanged, including all obligations associated with the rights and interests assigned to Century under Section 2.1 above. As indicated by the signature below of Kenergy's duly authorized representative, Kenergy affirms that, notwithstanding Southwire's assignment to Century of all of its rights and interests in the Additional Related Agreements, all obligations of Kenergy under the Additional Related Agreements remain unchanged.

3. CONSENT OF CENTURY

Century warrants and represents that it has had the opportunity to review Amendment No. 2 to the Agreement for Electric Service and hereby consents and agrees that such Amendment No. 2 to the Agreement for Electric Service shall become a part of the Agreement for Electric Service as defined in the Master Assignment Agreement, and further shall be subject to the actions set forth in the Master Assignment Agreement related to the Agreement for Electric Service.

4. GENERAL

4.1 Governing Law. The validity, interpretation, and performance of this Amendment and each of its provisions shall be governed by the laws of the Commonwealth of Kentucky.

4.2 Time is of the Essence. Time is of the essence of this Amendment.

4.3 Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

4.4 No Change to Master Assignment Agreement. The Master Assignment Agreement and each of its provisions remain in full force and effect.

[The remainder of this page is intentionally blank.]

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 02 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bee
SECRETARY OF THE COMMISSION

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date above.

SOUTHWIRE COMPANY

BY: *James Lee Hunter*

TITLE: *Vice President*

CENTURY ALUMINUM COMPANY
[OR AFFILIATE]

BY: _____

TITLE: _____

CONSENT

As indicated by the signature below of its duly authorized representative, Kenergy consents to the assignments and other terms and conditions set forth in this Agreement.

KENERGY CORP.

BY: _____

TITLE: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 02 2001

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

BY: *Stephan D. Bell*
SECRETARY OF THE COMMISSION

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date above.

SOUTHWIRE COMPANY

BY: _____

TITLE: _____

CENTURY ALUMINUM COMPANY
[OR AFFILIATE]

BY: *Peter C. McQuinn*

TITLE: *Asst. Secretary*

CONSENT

As indicated by the signature below of its duly authorized representative, Kenergy consents to the assignments and other terms and conditions set forth in this Agreement.

KENERGY CORP.

BY: *Dean Stanley*

TITLE: *Pres. Sent & CEO*

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 02 2001

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

BY: *Stephan D. Bee*
SECRETARY OF THE COMMISSION