

**AMENDMENT NO. 1 TO RETAIL ELECTRIC SERVICE AGREEMENT  
(CENTURY)**

This AMENDMENT NO. 1 TO RETAIL ELECTRIC SERVICE AGREEMENT (this "Amendment") is dated as of September 20, 2011, and made by and between KENERGY CORP., a Kentucky rural electric cooperative corporation ("Kenergy"), and CENTURY ALUMINUM OF KENTUCKY GENERAL PARTNERSHIP, a Kentucky general partnership ("Century").

RECITALS

- A. Kenergy is a retail electric distribution cooperative.
- B. Kenergy currently supplies and delivers to Century Aluminum of Kentucky General Partnership ("Century"), the owner and operator of an aluminum reduction plant in Hawesville, Kentucky, electric energy and related services pursuant to an Agreement for Electric Service, dated as of July 1, 2009 (the "Retail Agreement").
- C. Kenergy purchases electric energy and related services for resale to Century under the Retail Agreement from Big Rivers Electric Corporation ("Big Rivers") pursuant to a Wholesale Electric Service Agreement (Century) dated as of July 1, 2009 (the "Wholesale Agreement").
- D. Kenergy, Big Rivers and Century have agreed to amend the Retail Agreement and the Wholesale Agreement to resolve an issue raised by Big Rivers' membership in and integration into Midwest Independent Transmission System Operator, Inc.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1.0 Section 4.7.5 of the Retail Agreement is hereby amended to add a new subsection (q), to read in its entirety as follows:

(q) It shall be assumed that: No costs under the Midwest ISO Transmission Expansion Plan currently charged under Midwest Independent Transmission System Operator, Inc. tariff Schedule 26 (or in the future, under any other Midwest ISO tariff schedule that recovers Midwest ISO Transmission Expansion Plan costs), except ~~to the extent~~ otherwise recovered in the rates of Big Rivers, have been allocated or charged to Big Rivers.

2.0 This Amendment shall become effective upon the last to occur of (a) approval or acceptance of this Amendment and the corresponding amendment to the Wholesale Agreement by the Public Service Commission of Kentucky, and (b) the date of the Public Service Commission's order approving this Amendment and the corresponding amendment to the Wholesale Agreement.

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

EFFECTIVE

**11/5/2011**

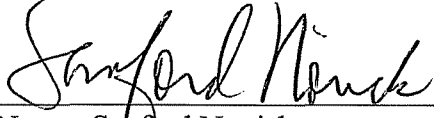
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

if required, of this Amendment and the corresponding amendment to the Wholesale Agreement by the Rural Utilities Service, except that the effective date of the amendment to Section 4.7.5 of the Retail Agreement, described in Section 1.0 of this Amendment, shall be postponed until the effective date of the final order of the Public Service Commission of Kentucky in *Application of Big Rivers Electric Corporation for a General Adjustment in Rates*, P.S.C. Case No. 2011-00036.

3.0 All other terms and conditions of the Retail Agreement shall remain in full force and effect.

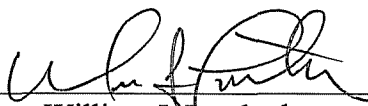
The parties are signing this Amendment as of the date stated in the introductory clause.

KENERGY CORP.

By:   
Name: Sanford Novick  
Title: President and CEO

CENTURY ALUMINUM OF KENTUCKY  
GENERAL PARTNERSHIP

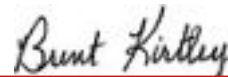
By: Metalsco LLC  
A Georgia Limited Liability Company

By:   
Name: William J. Leatherberry  
Title: President

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

**11/5/2011**

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