

**AMENDMENT TO AGREEMENT FOR
RETAIL ELECTRIC SERVICE BETWEEN KENERGY CORP.
AND COMMONWEALTH ALUMINUM LEWISPORT, LLC**

THIS AMENDMENT is made and entered into as of the 9th day of December, 2003, by and between **KENERGY CORP.**, 6402 Old Corydon Road, Post Office Box 18, Henderson, Kentucky 42419-0018 ("Kenergy"), First Party and **COMMONWEALTH ALUMINUM LEWISPORT, LLC**, 500 West Jefferson Street, Citizens Plaza-19th Floor, Louisville, Kentucky 40202-2823 ("Commonwealth"), Second Party (individually, a "Party," collectively the "Parties");

WHEREAS the Parties entered into an Agreement for Retail Electric Service ("Agreement") dated as of the 6th day of June, 2002, and said Agreement is due to expire under its own terms on December 31, 2003, and

WHEREAS the Parties desire to extend said Agreement for a term of one year with the provision for Curtailable Service being deleted therefrom;

NOW, therefore, in consideration of the mutual covenants and promises, the Parties AGREE as follows:

1. The Agreement is extended for a term of one year from January 1, 2004, through December 31, 2004, and is amended as follows:

Section 15 of the Agreement is amended to read in its entirety as follows:

15.0 Term of Agreement.

The term of this Agreement is one year, coinciding with the calendar year. The term of this Agreement will automatically

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SECTION 15.0

BY Thomas L. Dow
NEW

renew for another calendar year at 12:01 a.m., prevailing local time, on January 1 of each year unless one Party has notified the other Party, in accordance with Section 20 of this Agreement, on or before the preceding July 1, of its election to terminate this Agreement at the end of the year in which the notice is given. Upon receipt by one Party of a notice of termination so issued, this Agreement will end at 11:59 p.m., prevailing local time, on December 31 of that year.

b. Section 1 of Schedule A to the Agreement is amended to read in its entirety as follows: "The terms of Big Rivers' general tariff and its Tariff Rate Schedule 7 apply to service under this Agreement, except as adjusted by the Member Discount Adjustment."

2. The Parties acknowledge that they have not followed the provisions for extending the Agreement as set forth in Section 15 thereof and the Parties hereby waive the requirements of these provisions for the purpose of effecting this extension; however, this waiver does not constitute a future waiver of any term of the Agreement or limit a Party's right to enforce any term or exercise any right thereunder.

3. In all other respects the terms, provisions and conditions of the Agreement are adopted, affirmed and ratified.

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SECTION 9 (1)

BY Chambers R. Brown
EXECUTIVE DIRECTOR

Witness the authorized signatures of the Parties, as of the day and date first above written.

KENERGY CORP.

By: Dean Stanley

Printed Name: DEAN STANLEY

Title: President / CEO

**COMMONWEALTH ALUMINUM
LEWISPORT, LLC**

By: William G. Tolan

Printed Name: WILLIAM G. TOLAN

Title: VP Supply Chain

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SECTION 9.111

BY Charles R. DDU
EXECUTIVE DIRECTOR