

1 WHOLESALE POWER AGREEMENT AMENDMENT

2 THIS AGREEMENT AMENDING WHOLESALE POWER AGREEMENT

3 ("Agreement") is entered into as of the 31st day of May, 2002, by and between BIG RIVERS
4 ELECTRIC CORPORATION, P. O. Box 24, 201 Third Street, Henderson, Kentucky 42420
5 ("Big Rivers"), First Party, and KENERGY CORP., 6402 Old Corydon Road, P. O. Box 18,
6 Henderson, Kentucky 42419-0018 ("Kenergy"), Second Party (individually, a "Party,"
7 collectively the "Parties"), both Parties being cooperative corporations organized and operating
8 under KRS Chapter 279, and related chapters and sections of the Kentucky Revised Statutes.

9 WHEREAS, Big Rivers and Kenergy, as successor in interest to Green River
10 Electric Corporation (formerly, Green River Rural Electric Cooperative Cooperation), are parties
11 to a wholesale power agreement dated June 11, 1962, as amended (the "1962 Agreement"); and

12 WHEREAS, Kenergy is entering into, or has entered into, a retail electric service
13 agreement with Commonwealth Aluminum Lewisport, LLC ("Commonwealth"), a retail
14 member-customer of Kenergy (the "Retail Agreement"); and

15 WHEREAS, Big Rivers and Kenergy desire to amend the 1962 Agreement to
16 include the terms on which Kenergy will acquire from Big Rivers the wholesale power supply
17 required to perform its obligations under the Retail Agreement;

18 NOW, THEREFORE, in consideration of the mutual covenants of the Parties
19 hereto, the Parties agree as follows:

20 1.0 Basic Obligations of the Parties; Contract Demand; Relationship to Retail

21 Agreement.

22 1.1 Big Rivers will supply, sell, and deliver to Kenergy, and Kenergy will accept
and pay for, all of the electric power and energy required by Commonwealth Aluminum Lewisport, LLC for the operation of

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BY Stanford Bell
SECRETARY OF THE COMMISSION

1 its aluminum rolling mill and appurtenant facilities located near Lewisport, in Hancock County,
2 Kentucky (the "Commonwealth Facility"), and required by Kenergy to perform its obligations
3 under the Retail Agreement, up to a "Maximum Contract Demand" of 40,000 kilowatts.

4 Maximum Contract Demand will be measured as the highest integrated kW demand occurring
5 during a thirty-minute period at the beginning and mid-point of a clock hour in the billing month,
6 as measured by the coincidental sum of Commonwealth meters one, two and three. This service
7 will be supplied under this Agreement, and the rules, regulations, and orders of the Public
8 Service Commission of Kentucky ("KPSC"), which may be applicable and effective from time to
9 time. Big Rivers and Kenergy agree that this Agreement contains the exclusive terms on which
10 Big Rivers will provide wholesale service to Kenergy for resale to Commonwealth during the
11 term of this Agreement.

12 **1.2** Big Rivers will perform each and every covenant for and on behalf of
13 Kenergy that Kenergy is required to perform in the Retail Agreement, and except as modified by
14 this Agreement, Big Rivers will be entitled to the benefit of each covenant undertaken by
15 Commonwealth in the Retail Agreement. Big Rivers may enforce any such covenant by action
16 in its own name or may require Kenergy to enforce such covenant for and in behalf of Big
17 Rivers. If Big Rivers requires Kenergy to enforce such covenant for and in behalf of Big Rivers,
18 Big Rivers will reimburse Kenergy its reasonable expenses, including attorneys' fees, incurred in
19 performing that duty.

20 **1.3** Kenergy will promptly advise Big Rivers of any changes in the Retail Agreement,
21 Agreement, whether by agreement of the parties to the Retail Agreement, or by final valid orders
22 of the KPSC. No change in the Retail Agreement will be binding on Big Rivers unless and until

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1 Big Rivers consents thereto in writing. Each Party hereto likewise recognizes that any change in
2 the Retail Agreement that affects, directly or indirectly, the rights and obligations of Big Rivers
3 under this Agreement may be subject to the same approvals required for this Agreement, as listed
4 in Section 24, below.

5 **2.0 Power Supply Characteristics.** The electric power and energy delivered will be in
6 the form of three-phase alternating current (60 hertz) at 13,800 volts.

7 **3.0 Points of Delivery.** The points of delivery for the power and energy to be supplied
8 under this Agreement (the "Points of Delivery") are at the points of connection of
9 Commonwealth's 13,800 volt bus with Big Rivers's step-down transformers located in the
10 existing substation at the Commonwealth Facility.

11 **4.0 Facilities Provided by Kenergy.** Kenergy has provided, and will continue to
12 provide or cause Commonwealth to provide, without cost to Big Rivers, the following facilities
13 which are or may be necessary for Big Rivers to perform its obligations under this Agreement, it
14 being acknowledged by Big Rivers that the facilities in use by Big Rivers on the date of this
15 Agreement are adequate for current requirements:

16 **4.1** All easements for rights-of-way upon Commonwealth's property at such
17 locations and of such dimensions as mutually agreed upon, for transmission lines operating at
18 12,470 volts and higher;

19 **4.2** Adequate sites for such additions to the existing substation site, or adequate
20 additional substation sites, at such locations and of such dimensions as mutually agreed upon
21 with the fee simple title thereto, rough graded to Big Rivers's requirements, as may be from time
22 to time required by Big Rivers;

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1 4.3 All required 13,800 volt substation equipment including buses to connect to
2 transformers owned by Big Rivers, but not including the 13,800 volt transformer, lightning
3 arresters, revenue metering equipment, and station service equipment for Big Rivers' portion of
4 substation; and

5 4.4 Facilities for Big Rivers' metering equipment.

6 **5.0 Facilities Provided by Big Rivers.**

7 5.1 Big Rivers has furnished, and will continue to furnish, all required substation
8 facilities for delivering the electric power and energy to Kenergy at the Points of Delivery,
9 except: (i) Big Rivers will not furnish those facilities specified in Section 4.0, (ii) Kenergy will
10 pay, when incurred by Big Rivers as a separate charge under this Agreement, all of the cost of
11 any repair or replacement made or installed by Big Rivers at the Commonwealth substation in
12 excess of \$10,000, except the cost of a transformer rewind, replacement transformation, or
13 additional transformation, and (iii) Kenergy will be responsible for the cost of a transformer
14 rewind, replacement transformation, or additional transformation, including associated
15 equipment, labor, and other usual costs ("Extraordinary Substation Expense"), through a
16 Termination Charge. The Termination Charge will be the total amount of an Extraordinary
17 Substation Expense incurred by Big Rivers under this Agreement. That Termination Charge will
18 be reduced in amount by \$0.90 per kilowatt purchased from Big Rivers and paid for by Kenergy
19 for resale to Commonwealth on and after the Effective Date of this Agreement, except for
20 kilowatts purchased at the Replacement Power Price under the terms of Schedule C.
21 On the date that Kenergy ceases to purchase power from Big Rivers for resale to
22 Commonwealth, the balance of the Termination Charge, if any, will be immediately due and

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1 payable.

2 **5.2** Kenergy will require Commonwealth to grant Big Rivers the right to use the
3 substation site, without cost, for the purpose of constructing or installing facilities to serve other
4 Kenergy customers from that substation, provided that Commonwealth will be compensated at
5 fair market value for any additional real property interests required solely for service to other
6 Kenergy customers. This right will survive the termination of this Agreement, and will continue
7 as long as the substation site is used for its current purpose.

8 **5.3** The expenses associated with the obligations of Big Rivers under subsection
9 5.1, above, will become the responsibility of Kenergy if, and to the extent that, the expenses
10 associated with those obligations are not included in Big Rivers' approved transmission rates. In
11 that event, Kenergy will have the option to acquire the facilities associated with those expenses at
12 Big Rivers' net depreciated book value, and the Termination Charge obligation of Kenergy under
13 this Agreement will terminate.

14 **6.0 Operation and Maintenance of Facilities.**

15 **6.1** Big Rivers will operate and maintain all transmission and substation facilities
16 required to deliver power and energy to Kenergy at the Delivery Points as provided herein,
17 subject to the terms of section 5.0. Kenergy will maintain, or cause Commonwealth to maintain,
18 all substation facilities owned by Commonwealth.

19 **6.2** Kenergy will furnish, install, maintain, and operate, or cause Commonwealth
20 to furnish, install, maintain, and operate, such facilities and equipment as may be necessary to
21 enable Commonwealth to receive and use electric power and energy purchased by it from Kenergy
22 hereunder, and to afford reasonable protection to the facilities of Big Rivers. Plans for

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1 equipment to be installed for the protection of the facilities of Kenergy or Big Rivers will be
2 submitted to Big Rivers for approval.

3 **7.0 Metering.** Big Rivers will install, maintain and operate the metering equipment
4 located in the step-down substation at the aluminum rolling mill. Each meter used under this
5 Agreement will be read on or about the first day of each month (or such other date as may be
6 mutually agreed upon) by a representative of Big Rivers, and may be simultaneously read by the
7 representative of Kenergy if Kenergy so elects. Big Rivers will make such tests and inspections
8 of the meters as may be necessary to maintain them at the highest practical commercial standard
9 of accuracy. If periodic tests show that a meter used for billing is accurate within 1% slow or
10 fast, no correction will be made in the billing. If any such tests show that such meter is
11 inaccurate by more than 1% slow or fast, correction will be made in the billing to the proper
12 Party for the period during which the Parties agree that the inaccuracy existed. Big Rivers will
13 make additional tests of meters at the request and expense of the Kenergy and in the presence of
14 Kenergy's representative. In all other respects meters will be installed, operated, maintained and
15 tested in accordance with the rules and regulations of the KPSC.

16 **8.0 Construction Standards.** Big Rivers will construct and maintain its facilities in
17 accordance with specifications at least equal to those provided by the National Electrical Safety
18 Code of the United States Bureau of Standards and prudent utility practice. Nothing in this
19 Agreement will be construed to render Big Rivers liable for any claim, demand, cost, loss, cause
20 of action, damage, or liability of whatsoever kind or nature arising out of or resulting from the
21 construction or operation and maintenance of Big Rivers' electric system.

22 **9.0 Right of Access.** Each Party grants to the other Party right of access to its respective

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1 premises to install, maintain, operate, repair, and renew any and all equipment, apparatus, and
2 devices owned by such other Party and necessary in the performance of this Agreement.

3 **10.0 Right of Removal.** Any and all equipment, apparatus, devices, or facilities placed
4 or installed, or caused to be placed or installed, by either of the Parties hereto on or in the
5 premises of the other Party will be and remain the property of the Party owning and installing
6 such equipment, apparatus, devices or facilities, regardless of the mode or manner of annexation
7 or attachment to real property of the other. Upon the termination of this Agreement, the owner
8 thereof will have the right to enter upon the premises of the other within a reasonable time, and
9 remove such equipment, apparatus, devices or facilities, except that Kenergy will not grant
10 Commonwealth the right to recover any easements or sites conveyed to Big Rivers prior to the
11 date of this Agreement or any additional easements or sites referred to in section 5.0 hereof.

12 **11.0 Rates.** Kenergy will pay for all electric power and energy furnished under this
13 Agreement at the rates and on the additional terms and conditions set forth in this Agreement and
14 in the attached Schedule A.

15 **12.0 Billing Demand.** "Billing Demand," for purposes of Schedule A and this
16 Agreement, is the greater of 15,000 kW ("Minimum Demand") or the highest integrated kW
17 demand occurring during a thirty-minute period at the beginning and mid-point of a clock hour in
18 the billing month. Billing Demand will be measured by the coincidental sum of Commonwealth
19 meters one, two and three.

20 **13.0 Power Factor.** Kenergy will maintain a power factor at
21 nearly as practicable to unity. Power factor during normal operation may range from unity to
22 90%. Should Kenergy's power factor fall below 90% at time of maximum load, Big Rivers

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1 reserves the right to either: (i) install at Kenergy's expense suitable equipment to maintain a
2 power factor of 90% or higher if, after reasonable notice to Kenergy, Kenergy fails to install
3 suitable equipment to maintain a power factor of 90% or higher; or (ii) adjust the maximum
4 metered demand for billing purposes in accordance with the following formula:

$$\frac{\text{Maximum Actual Measured kW X 90\%}}{\text{Power Factor (\%)}}$$

7 **14.0 Billing and Payment Terms.**

8 **14.1** Big Rivers will bill Kenergy no later than the first working day after the
9 13th of the month for the previous month's service hereunder. Kenergy will pay Big Rivers in
10 immediately available funds on the first working day after the 24th day of the month (the "Due
11 Date"). If Kenergy fails to pay any such bill within this prescribed period, Big Rivers may
12 discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to
13 Kenergy of its intention to do so. This discontinuance for non-payment will be in addition to any
14 other remedy that may be available to Big Rivers, and will not lessen in any way the obligation
15 of Kenergy to pay to Big Rivers any and all sums owing to Big Rivers. Kenergy will pay Big
16 Rivers its portion of any monthly Minimum Demand charge collected by Kenergy under the
17 terms of the Retail Agreement. Kenergy is not a guarantor of that Minimum Demand charge
18 obligation, however, above the demand charges for power actually used, and will not owe Big
19 Rivers any amounts on any Minimum Demand charge obligation, above the demand charges for
20 power actually used, until that Minimum Demand charge is collected by Kenergy from
21 Commonwealth.

22 **14.2** Interest on any unpaid amounts will be simple interest equal to the prime rate

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1 rate as published in the "Money Rates" column of the Wall Street Journal on the Due Date, or on
2 the first business day after the Due Date if the Due Date falls on a weekend day or a day when
3 this rate is not published, plus one percent (1%). Interest on delinquent amounts will be
4 calculated from the Due Date of the bill to the date of the payment, with interest calculated and
5 prorated for that portion of the month in which amounts are outstanding. The applicable interest
6 rate will be recalculated each month using the new prime lending rate as published in the "Money
7 Rates" column of the Wall Street Journal, on the Due Date in that month, or on the first business
8 day after the Due Date in that month if the Due Date falls on a weekend day or a day when such
9 rate is not published, plus one percent (1%).

10 **15.0 Term of Agreement.** The term of this Agreement will commence on the "Effective
11 Date," as defined in section 24.0 of this Agreement, and will end at 11:59 p.m., prevailing local
12 time, on December 31, 2003 (the "Initial Term"). The term of this Agreement may be extended
13 beyond the Initial Term for one calendar year beginning at 12:00 a.m., prevailing local time, on
14 January 1, 2004, and again on January 1 of each successive year, in the following manner:

15 **15.1** Big Rivers will notify Kenergy on or before October 1, 2003, and on or
16 before each October 1 thereafter during any extension of the term of this Agreement, of the rates,
17 if any, upon which Big Rivers is willing to provide service under this Agreement for the
18 following calendar year. Kenergy can accept this proposal by written notice delivered to Big
19 Rivers on or before 4:00 p.m., prevailing local time, on November 1 following the date the
20 proposal is made stating that Kenergy accepts the entire proposal made by Big Rivers. If the
21 proposal of Big Rivers is not accepted by Kenergy in accordance with the terms of this
22 subsection 15.1, the term of this Agreement will expire at the end of the Initial Term, or if the

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1 term of this Agreement has been extended, at 11:59 p.m., prevailing local time, on December 31
2 of the latest extension of that term.

3 **15.2** Upon the acceptance by Kenergy of a proposal by Big Rivers to extend the
4 term of this Agreement, Kenergy and Big Rivers agree to cooperate with each other to prepare
5 and file that accepted proposal, and any related amendment to the Retail Agreement, with the
6 KPSC and any other entity whose approval is required for the extension of the term of this
7 Agreement to become effective.

8 **16.0 Termination.** This Agreement will terminate prior to the expiration of the term
9 (subject in some instances to the election of the affected Party, as stated below) for any of the
10 following reasons:

11 **16.1** Upon the termination, for any reason, of the Retail Agreement; and

12 **16.2** Upon default by a Party in the performance of this Agreement as provided in
13 Section 17.0 of this Agreement, at the election of the affected Party;

14 **17.0 Breach; Default.**

15 **17.1** The occurrence of any of the following events, unless otherwise excused
16 under the terms of this Agreement, constitutes a breach by the relevant Party under this
17 Agreement and, if not curable or not cured within the applicable cure period (indicated in
18 parentheses) will constitute a default:

19 a. Failure by Kenergy to make any payment as and when due hereunder in
20 accordance with the terms of Section 14.0 (curable in accordance with the terms of Section 14.0,
21 prior to disconnect);

22 b. Failure of a Party to perform any material duty imposed on it by this

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1 Agreement that is otherwise not expressly addressed in this Section 17.1 (curable within 30 days
2 following notice of breach from the non-breaching Party to the breaching Party);

3 c. Any filing of a petition in bankruptcy or insolvency, or for
4 reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking
5 advantage of any such laws by answer or otherwise or the commencement of involuntary
6 proceedings under any such laws by a Party if such proceedings are not withdrawn or dismissed
7 within 60 days after such institution (in which case a default occurs on the 61st day after filing);

8 d. Assignment by a Party for the benefit of creditors (not curable);

9 e. Allowance by a Party of the appointment of a receiver or trustee of all
10 or a material part of its property if such receiver or trustee is not discharged within 60 days after
11 appointment (in which case a default occurs on the 61st day after appointment);

12 f. Any attempt by a Party to transfer an interest in this Agreement other
13 than as permitted under the terms of Section 22 of this Agreement (not curable); or

14 g. Failure, inability, or refusal of Kenergy to cure a breach or default by
15 Kenergy or by Commonwealth under the Retail Agreement which gives rise to a termination of
16 the Retail Agreement (not curable).

17 **17.2** In the event of a default by either Party, the non-defaulting Party may, in its
18 own discretion, elect to terminate this Agreement upon written notice to the other Party, or to
19 seek enforcement of its terms at law or in equity.

20 **17.3** The 1962 Agreement will remain in full force and effect following the
21 termination or expiration of the term of this amendment to the 1962 Agreement.

22 **18.0 Force Majeure.** In the event of either Party being rendered unable, wholly or in

1 part, by Force Majeure to carry out its obligations, on such Party's giving notice to the other
2 Party, along with reasonably full particulars of such Force Majeure, within a reasonable time
3 after the occurrence of the caused relied on, then the obligations, so far as and to the extent that
4 they are affected by such Force Majeure, will be suspended during the continuance of any
5 inability so caused, but for no longer period, and such cause will, so far as possible, be remedied
6 with all reasonable dispatch.

7 The term Force Majeure, as used herein, will mean an act of God, strikes, acts of public
8 enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires,
9 storms, floods, washouts, arrests and restrains of government, either federal or state, civil or
10 military, civil disturbances, explosions, breakage or accident to machinery, breakage or accident
11 to transmission lines, or inability of either Party hereto to obtain necessary materials, supplies or
12 permits, due to existing or future rules, regulations, orders, laws or proclamations of
13 governmental authorities (either federal or state), including both civil and military, that is not
14 reasonably within the control of the Party claiming suspension.

15 **19.0 Remedies of Parties.**

16 **19.01** The remedies provided in this Agreement are cumulative unless
17 specifically designated to be an exclusive remedy. Nothing contained in this Agreement will be
18 construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either
19 at law or in equity for the default of any of the provisions herein, except that neither Party is
20 entitled to recover from the other Party any consequential, incidental or special damages
21 including, without limitation, lost profits. The Parties agree that upon the ~~PUBLIC SERVICE COMMISSION~~
22 of this Agreement, in addition to any other rights Big Rivers may have, Big Rivers will be

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1 entitled to recover from Kenergy any amounts Big Rivers is obligated to pay a third party for
2 power purchased from that third party for delivery to Kenergy at the Replacement Power Price,
3 as defined in Schedule A.

4 **19.02** Waiver at any time by either Party of rights with respect to a default or any
5 other matter arising in connection with this Agreement will not be deemed to be a waiver with
6 respect to any subsequent default or matter.

7 **19.03** A copy of any notice of breach or default issued by Big Rivers to Kenergy
8 under this Agreement will be issued concurrently to Commonwealth, and Big Rivers will permit
9 Commonwealth to cure that breach or default by Kenergy on the same terms available to
10 Kenergy under this Agreement.

11 **20.0 Notices.** Any notice, demand or request required or authorized under this
12 Agreement will be deemed properly given to or served as follows:

13 To Big Rivers:

14 Big Rivers Electric Corporation
15 201 Third Street, P. O. Box 24
16 Henderson, KY 42419
17 Telephone No. (270) 827-2561
18 Telecopy No. (270) 827-2101
19 Attn: Vice President, Power Supply

20 To Kenergy:

21 Kenergy Corp.
22 6402 Old Corydon Road, P. O. Box 18
23 Henderson, KY 42419
24 Telephone No. (270) 826-3991
25 Telecopy No. (270) 826-3999
26 Attn: President and CEO

27 To Commonwealth:

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BY Jermain Bell
SECRETARY OF THE COMMISSION

1 Commonwealth Industries, Inc.
2 500 W. Jefferson Street, 19th Floor
3 Louisville, Kentucky 40202.
4 Telephone No. (502) 589 8100
5 Telecopy No. (502) 589 8158
6 Attn: Vice President, Materials, Mr. Michael Boyle
7

8 with a copy to:

9 General Counsel
10 Commonwealth Industries, Inc.
11 500 W. Jefferson Street, 19th Floor
12 Louisville, Kentucky 40202.
13 Telephone No. (502) 588 3931
14 Telecopy No. (502) 589 8158

15 Big Rivers may change its address under this section, and Kenergy may change the
16 address for it and for Commonwealth under this section, by notice given to each other in the
17 manner set forth above. Unless otherwise expressly required in this Agreement, all notices will
18 be effective if made in writing and (i) if sent by messenger or courier service, when delivered, (ii)
19 if sent by mail, three days after posting, postage prepaid, and (iii) if sent by facsimile, when sent
20 with a confirmation retained (provided that a duplicate copy thereof is promptly sent by mail);
21 provided that if a term hereof specifies that a period will be measured by a fixed number of days
22 after receipt of a notice, notice will be effective when received, irrespective of the means of
23 delivery.

24 **21.0 Reports and Information.** Each Party hereto will furnish to the other such reports
25 and information concerning its operations as the other Party may reasonably request from time to
26 time.

27 **22.0 Succession, Survival, and Assignment.** This Agreement will be **PUBLIC SERVICE COMMISSION**
28 Parties hereto and their respective successors and assigns. The terms of this Agreement that **OF KENTUCKY**
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1 provide for, relate to or concern billings, billing adjustments, payments to Big Rivers, and
2 enforcement of liability and indemnification obligations arising from acts or events that occur
3 during the term of this Agreement, including, but not limited to, the rights to payments and the
4 Termination Charge under section 5.0 of this Agreement, will survive the expiration or
5 termination of this Agreement. The invalidity of any term of this Agreement will not affect the
6 validity of the remaining terms of this Agreement. Neither Party hereto will assign this contract
7 nor any of the rights thereto without the written consent of the other, except that nothing herein
8 contained will prevent either Party from subjecting rights hereunder to mortgages, pledges,
9 security agreements, or other liens or rights considered by a Party as necessary for the financing
10 of its operations. Consent to an assignment will not unreasonably be withheld. The terms and
11 conditions of this Agreement will inure to and be binding upon the Parties together with their
12 respective successors and assigns.

13 **23.0 Controlling Document.** This Agreement, which includes Schedule A and the 1962
14 Agreement, constitutes the entire agreement between the Parties on the subject matter hereof.
15 Any inconsistency between the terms of this amendment and the terms of the 1962 Agreement
16 will be resolved in favor of this amendment.

17 **24.0 Effective Date.** The "Effective Date" of this Agreement will be July 1, 2002,
18 subject (a) to the approval or acceptance of this Agreement, as appropriate, in writing by each of
19 the following: KPSC, LG&E Energy Marketing Inc., and the Rural Utilities Service, (b) to the
20 approval by the board of directors of Big Rivers of the Retail Agreement, and (c) to the final
21 approval and effectiveness of the Retail Agreement, according to its terms. Big Rivers will issue
22 Kenergy written notice of the date on which the last of such approvals is received or the last of

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1 any approval not received is waived by Big Rivers.

2 **25.0 Governing Law.** This Agreement will be governed by and interpreted in
3 accordance with the laws of the Commonwealth of Kentucky.

4 **26.0 Waiver.** The failure of a Party to insist upon the strict performance of any term of
5 this Agreement or to exercise any right, power or remedy upon a breach of any term hereof will
6 not constitute a waiver of any term of this Agreement or limit the Party's right thereafter to
7 enforce any term or exercise any right.

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

9 KENERGY CORP.

10 By: Dean Stanley

11 Its: President and CEO

12 BIG RIVERS ELECTRIC CORPORATION

13 By: [Signature]

14 Its: President and CEO

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BY Stanley Bell
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1 WHOLESALE POWER AGREEMENT AMENDMENT

2 SCHEDULE A

3 The following rates and additional terms of service are applicable to service to Kenergy
4 under this Agreement:

5 **1. Rates for Service.** The terms of Big Rivers' general tariff and its tariff Rate Schedule
6 7, to the extent not inconsistent with the terms of this Agreement, apply to service under this
7 Agreement during the Initial Term except (i) when the Replacement Power Price (as defined
8 below) is applicable, and (ii) as to the Member Discount Adjustment. The current rates on Big
9 Rivers' Rate Schedule 7, a copy of which is attached hereto and incorporated herein as Exhibit 1
10 to this Schedule A, are fixed for the Initial Term of this Agreement, except as otherwise
11 expressly stated in this Agreement. The Replacement Power Price will be Big Rivers' net out-of-
12 pocket costs (including, without limitation, any charges for demand, energy, transmission, losses
13 and ancillary services), plus \$2.50 per MWh. The Member Discount Adjustment applicable to
14 power sales to Kenergy under this Agreement will be the same Member Discount Adjustment
15 generally applicable to wholesale sales to Kenergy, except that the Member Discount Adjustment
16 attributable to sales to Kenergy for resale to Commonwealth will not exceed the Member
17 Discount Adjustment approved by the KPSC in Case No. 2000-382, and may be less than that
18 amount if the Member Discount Adjustment is reduced, eliminated, or renewed at a lower level
19 with the approval of the KPSC.

20 **2. Rates for Service After Expiration or Termination of Agreement.** Upon the
21 expiration or termination of this Agreement, service to Kenergy for its Commonwealth load will
22 be provided by Big Rivers under the terms of Big Rivers' general tariff and its tariff Rate
23 Schedule 10, for purposes of which Commonwealth's Base Year peak demand will be deemed to

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1 be the average monthly Billing Demand under this Agreement during the six consecutive
2 calendar months preceding the month in which that expiration or termination occurs. If Big
3 Rivers' Rate Schedule 10 is substantially altered or cancelled prior to the expiration or
4 termination of this Agreement, service to Kenergy for its Commonwealth load after expiration or
5 termination of this Agreement will be provided by Big Rivers upon terms applicable to service to
6 Kenergy for resale to similar retail loads under similar circumstances. The terms of this
7 paragraph 2 will survive the expiration or termination of the Agreement.

8 **3. Curtable Service.** Big Rivers and Kenergy agree to the following Terms of
9 Curtailment under Big Rivers' Voluntary Price Curtable Service Rider, Rate Schedule 11, a
10 copy of which is attached hereto and incorporated herein as Exhibit 2 to this Schedule A, for
11 Kenergy's service to Commonwealth under this Agreement. These Terms of Curtailment will
12 govern where inconsistent with the terms of Rate Schedule 11. A capitalized term used under
13 this paragraph 3, that is not otherwise defined in this Agreement, will have the meaning, assigned
14 to it in the Curtable Service Rider in Big Rivers' Rate Schedule 11.

15 a. Big Rivers may require Kenergy, upon a minimum of four hours' notice, to
16 curtail service to Commonwealth (a "Curtailment Event") in the amount of five megawatts (the
17 "Curtailed Power"), for periods of up to six hours per curtailment occurrence, in the months of
18 January, February, May, June, July, August, September, and December. The total number of
19 hours of curtailment each month will not exceed forty hours during the months of January,
20 February, May, June, July, and August, and twenty hours during the months of September and
21 December. Big Rivers' right to curtail is conditioned upon the price at which Big Rivers could
22 either purchase power or sell power at the time in the open market being at least **PUBLIC SERVICE COMMISSION**
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SECTION 9 (1)

BY Jerhard Bell
SECRETARY OF THE COMMISSION

1 megawatt hour.

2 b. As total consideration for the curtailment rights acquired under this
3 Agreement, Big Rivers will provide Kenergy a credit of \$0.35 for each kilowatt purchased by
4 Kenergy under this Agreement, except for kilowatts purchased to replace Curtailed Power and
5 priced to Kenergy at the Replacement Power Price.

6 c. Except as otherwise expressly stated in this Agreement, the rights and
7 obligations of the Parties under this curtailable service paragraph 3 will terminate before the
8 expiration of the term of the Agreement upon the earlier to occur of: (i) early termination of this
9 Agreement, and (ii) the average actual load factor of Commonwealth equaling or exceeding 0.85
10 over a period of three consecutive calendar months. Big Rivers' right to curtail service to
11 Kenergy under this paragraph 3, will be suspended for the balance of any calendar year on and
12 after the date on which the amount of Net Margins (as defined below) received by Big Rivers
13 from sales of Curtailed Power equals the amount Big Rivers has credited and expects, in good
14 faith, to credit Kenergy in the balance of that calendar year as consideration for the curtailment
15 rights acquired by Big Rivers under this paragraph 3. The term "Net Margins" means the
16 amount, in dollars, by which Curtailed Power Sales Revenue exceeds Big Rivers' Cost of
17 Curtailed Power. "Curtailed Power Sales Revenue" means (a) if Curtailed Power is sold into the
18 market, the gross revenue received by Big Rivers for that sale, less any amounts paid by Big
19 Rivers for transmission, losses, broker's fees, commissions, and ancillary services in making this
20 third party sale of Curtailed Power, or (b) if Curtailed Power is used by Big Rivers to meet its
21 internal obligations to its members: (i) 75% of the day ahead Index Price Into Tennessee Valley
22 Authority as published in *Megawatt Daily* for the date of the purchase, or if that information is

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1 not available, (ii) 75% of the average contract price of Big Rivers's pre-scheduled sales of Firm
2 (LD) product during the hours purchases are being made from Big Rivers, or if that information
3 is not available, (iii) 85% of the average contract price of Big Rivers' hourly transactions during
4 the hours purchases are being made from Seller. "Big Rivers' Cost of Curtailed Power" means
5 Big Rivers' actual cost under Big Rivers' Power Purchase Agreement with LG&E Energy
6 Marketing, Inc. dated July 15, 1998, of acquiring the Curtailed Power for resale, as determined
7 by Big Rivers, including any amounts paid by Big Rivers for transmission, losses, broker's fees,
8 commissions, and ancillary services in purchasing Curtailed Power.

9 d. The "Maximum Curtailment Period Demand" to be purchased by Kenergy for
10 delivery to Commonwealth during a curtailment period, which is the maximum hourly demand to
11 be delivered by Kenergy to Commonwealth during the curtailment period, will be an amount that
12 is 5,000 kilowatts less than the average daily peak demand of Commonwealth during the
13 previous five consecutive days in which no curtailment occurred. If the Commonwealth load
14 exceeds the Maximum Curtailment Period Demand during the curtailment period, and Kenergy is
15 not purchasing power at the Replacement Power Price to cover that excess demand, Kenergy will
16 pay Big Rivers for the kilowatts above the Maximum Curtailment Period Demand, and
17 associated energy, at a rate equal to 150% of the rate received by Big Rivers for its sale of the
18 Curtailed Power, or if Big Rivers uses Curtailed Power to meet its internal obligations to its
19 members, 150% of the price at which Big Rivers could purchase power at the time in the open
20 market.

21 e. A "Notice of Curtailment" is sufficient if given by Big Rivers to Kenergy
22 orally, followed by a facsimile confirmation substantially in the form attached to Exhibit 3 to this

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1 Schedule A, in which Big Rivers (i) designates the duration of that curtailment, and (ii) specifies,
2 for each one hour period of the intended curtailment, the price or set of hourly prices per
3 megawatt hour that Kenergy may elect to pay to Big Rivers as an alternative to the intended
4 curtailment ("Replacement Power Price"). The Parties understand that there may be times when
5 no power is available to replace Curtailed Power.

6 (1) Kenergy will have ten minutes to consult with Commonwealth and
7 notify Big Rivers orally or in writing, received by Big Rivers within the ten minute period, that it
8 accepts the Replacement Power Price for all of the intended curtailment stated in the Notice of
9 Curtailment. The failure of Kenergy to notify Big Rivers of its acceptance of the Replacement
10 Power Price will constitute a rejection of the Replacement Power Price, and the curtailment will
11 be implemented in accordance with the Notice of Curtailment.

12 (2) Upon Kenergy's acceptance of the Replacement Power Price for all of
13 an intended curtailment, the obligation of Big Rivers to provide firm power will be re-
14 established, except that Big Rivers will charge Kenergy the Replacement Power Price for all such
15 power instead of the price set forth in paragraph 1 of this Schedule A.

16 (3) During any period of curtailment, Big Rivers may notify Kenergy of its
17 willingness to terminate the curtailment and resume the delivery of firm power under the
18 applicable price set forth in paragraph 1 of this Schedule A, above. If Kenergy accepts Big
19 Rivers' offer to terminate the curtailment, Kenergy will purchase and accept delivery of firm
20 power for resale to Commonwealth within ten minutes after notification from Big Rivers
21 terminating the curtailment.

22 f. Recording. Each Party consents to the recording of its representatives'

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1 telephone conversations in connection with notices given regarding Replacement Power under
2 this Agreement without further notice or consent. All recordings may be introduced into
3 evidence and used to prove the terms of a transaction between the Parties, and objections based
4 on principles of statute of frauds, the parol evidence rule, or similar evidentiary rules, are waived.
5 In addition, all objections by a Party to the authority (actual or apparent) of its representatives to
6 enter into a transaction are waived.

7 g. Agreed Procedures. Any notice from Big Rivers to Kenergy under paragraph 3
8 of this Schedule A will be simultaneously given to Commonwealth. The Parties will develop
9 with each other and Commonwealth other agreed written procedures that will be followed in
10 giving notices under paragraph 3 of this Schedule A.

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PURSUANT TO 807 KAR 5:011,
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BY Stenhard Bell
SECRETARY OF THE COMMISSION

RULES AND REGULATIONS

7. BIG RIVERS LARGE INDUSTRIAL CUSTOMER RATE

a. Availability:

This schedule is available to any of Big Rivers' then existing rural electric distribution cooperatives for service to Large Industrial Customers served using dedicated delivery points for such portions of their loads not treated as either Expansion Demand or Expansion Energy where applicable as provided by and in accordance with the provisions and definitions of the Big Rivers Large Industrial Customer Expansion Rate (Rate Schedule 10). For purposes of clarification, this rate schedule shall be closed hereafter and Rate Schedule 10 shall apply, unless otherwise supplanted by special contracts, to (1) the load of any New Customer as defined in Rate Schedule 10 where such New Customer has either initially contracted for five (5) MWs or more of capacity or whose aggregate peak load at any time amounts to five (5) MWs or greater (including any later increases to such load) and (2) the expanded load requirements of an Existing Customer subject to Rate Schedule 10 as defined therein, where such expanded load requirements are defined as Expansion Demand or Expansion Energy in Rate Schedule 10 e.(2).

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b. Term of the Rate Schedule:

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

This rate schedule shall take effect at BY: *Stephanie Bell* the date to occur of September 1, 1999, or the date upon which the Kentucky Public Service Commission approves this rate schedule.

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c. Rates

FEB 25 2000

Date of Issue August 26, 1999 Date Effective February 25, 2000 PURSUANT TO 807 KAR 5.011, SECTION 9 (1)

Issued By *Ma. Hite* Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420 BY: *Stephanie Bell* SECRETARY OF THE COMMISSION

Issued By Authority of PSC in Case No. 99-360, Order dated February 25, 2000

RULES AND REGULATIONS

(1) Rates Separate for Each Large Industrial Customer

Each month each Member Cooperative shall be required to pay separately for each of its qualifying Large Industrial Customers taking service under this tariff, in each case using that individual Large Industrial Customer's contract demand (if any) or metered demand, as applicable.

(2) For all Large Industrial Customer delivery points, a Monthly Delivery Point Rate consisting of:

(a) A Demand Charge of:

All kW of billing demand at \$10.15 per kilowatt.

Plus,

(b) An Energy Charge of:

All kWh per month at \$0.013715 per kWh.

(c) No separate transmission or ancillary services charges shall apply to these rates.

(3) The Demand and Energy Charges under this tariff shall not be subject to automatic adjustment for increases or decreases in fuel costs through a fuel adjustment clause, whether under 807 KAR 5:050 or otherwise, or by any automatic adjustment for an environmental surcharge, whether under KRS 278.183 or otherwise.

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FEB 25 2000

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephen Bell
SECRETARY OF THE COMMISSION

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JUL 01 2002

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephen Bell
SECRETARY OF THE COMMISSION

Date of Issue August 26, 1999 Date Effective February 25, 2000

Issued By W.A. Hite Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 99-360, Order dated February 25, 2000

RULES AND REGULATIONS

d. CHARGES

Each month, each Member Cooperative shall pay on behalf of each of its large industrial customers taking service under this rate schedule a demand charge calculated by multiplying the demand charge rate contained in Section 7.c.2(a) by the higher of the maximum integrated metered thirty-minute coincident peak demand or the established contract demand, if any, plus an energy charge calculated by multiplying the energy charge contained in Section 7.c.2(b) by the metered consumption of kWh in that month.

e. BILLING

Big Rivers shall bill Member on the first working day after the 13th of the month for the previous month's service hereunder for Large Industrial Customers. Member shall pay Big Rivers in immediately available funds on the first working day after the 24th of the month. If Member shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to Member of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of Member to pay the take-or-pay obligation of a particular Large Industrial Customer.

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FEB 25 2000

PURSUANT TO 807 KAR 5011:
SECTION 9 (1)

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY Stephan Bell
SECRETARY OF THE COMMISSION

BY Stephan Bell
SECRETARY OF THE COMMISSION

Date of Issue August 26, 1999

Date Effective February 25, 2000

Issued By W. A. Hite Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 99-360, Order dated February 25, 2000

RULES AND REGULATIONS

f. BILLING FORM:

INVOICE

BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420

TO: LARGE INDUSTRIAL CUSTOMER ACCOUNT
DELIVERY POINTS SERVICE FROM / / THRU / /
USAGE
DEMAND / TIME / DAY METER MULT. KW DEMAND
POWER FACTOR BASE PEAK AVERAGE BILLED
ENERGY PREVIOUS PRESENT DIFFERENCE MULT. KWH USED

DEMAND KW TIMES \$ _____ EQUALS \$ _____

P/F PENALTY KW TIMES \$ _____ EQUALS \$ _____

ADJUSTMENT KW TIMES \$ _____ EQUALS \$ _____

SUBTOTAL \$ _____

ENERGY KWH TIMES \$ _____ EQUALS \$ _____

ADJUSTMENT KWH TIMES \$ _____ EQUALS \$ _____

RESTITUTION ADJUSTMENT KWH TIMES \$ _____ EQUALS \$ _____

HISTORIC KWH TIMES \$ _____ EQUALS \$ _____

TOTAL AMOUNT DUE \$ _____

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MAY 24 1999

LOAD FACTOR
ACTUAL MILLS PER KWH

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BY Stefano Bell
SECRETARY OF THE COMMISSION

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER
THE 24TH OF THE MONTH

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

Date of Issue June 21, 1999

Date Effective BY Stefano Bell
SECRETARY OF THE COMMISSION

Issued By [Signature] Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-427, Order dated May 24, 1999



For All Territory Served By
Cooperative's Transmission System

PSC No. 22
Original Sheet No. 41
Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

B. CABLE TELEVISION ATTACHMENT

1. Applicability:

In all territory served by Big Rivers on poles owned and used by Big Rivers for its electric plant.

2. Availability:

To all qualified CATV operators having the right to receive service.

3. Rental Charge:

The yearly rental charges shall be as follows:

Two-party pole attachment without ground	\$3.14
Three-party pole attachment without ground	\$2.23
Two-party pole attachment with ground	\$3.37
Three-party pole attachment with ground	\$2.37
Two-party anchor attachment	\$5.56
Three-party anchor attachment	\$3.71

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4. Billing:

JUL 18 1998

PURSUANT TO 307 KAR 5.011,
SECTION 9(1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Rental charges shall be billed yearly based on the number of attachments in place as of the end of the preceding calendar year. Payment is due within fifteen (15) days after the bill is mailed. If the CATV operator shall fail to pay any such bill within such fifteen (15) days after the bill is mailed, Big Rivers may discontinue service hereunder upon fifteen days' written notice to the CATV operator of its intention to do so.

PURSUANT TO 307 KAR 5.011,
SECTION 9(1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Date of Issue August 12, 1998

Date Effective _____

Issued By [Signature] Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-267, Order dated July 14, 1998



For All Territory Served By
Cooperative's Transmission System

PSC No. 22
Original Sheet No. 42
Cancelling _____ Sheet No. _____

RULES AND REGULATIONS

5. Specifications:

- a. The attachments covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.
- b. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

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PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY Stephen D. Bell
SECRETARY OF THE COMMISSION

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JUL 18 1998

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Date of Issue August 12, 1998 Date Effective July 18, 1998

Issued By [Signature] Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 98-267, Order dated July 14, 1998

RULES AND REGULATIONS

II. BIG RIVERS ELECTRIC CORPORATION VOLUNTARY PRICE
CURTAILABLE SERVICE RIDER

a. Availability:

This Rider is available to the Member Cooperatives of Big Rivers, to be used in conjunction with any of Big Rivers' standard tariffs or special contracts, for Curtailable Service offered by a Member Cooperative to individual customers (CS Customers) capable of curtailing at least 1,000 kW of load upon request.

b. Conditions of Service:

- (1) Any request for curtailment under this Rider shall be made by Big Rivers through its Member Cooperatives. Each request for curtailment made by Big Rivers shall set forth the Terms of Curtailment in accordance with this Rider.
- (2) Each curtailment will be voluntary and the Member Cooperative may accept or decline the Terms of Curtailment offered by Big Rivers.
- (3) Big Rivers and the Member Cooperative shall mutually agree upon the method which shall be used to notify each CS Customer of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The Member Cooperative is ultimately responsible for delivering and acting upon a curtailment notification from Big Rivers.

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PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan Bell
SECRETARY OF THE COMMISSION

Date of Issue March 10, 2000 Date Effective April 6, 2000

Issued By WA Hite Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 2000-116, Order dated April 6, 2000.

RULES AND REGULATIONS

- (4) Big Rivers will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment, the load of the CS Customer, subject to those terms, shall be curtailed with as little as one (1) hour of advance notification.
- (5) No responsibility or liability of any kind shall attach to or be incurred by Big Rivers for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any notice of curtailment or curtailment of service under the provisions of this Rider.
- (6) Big Rivers reserves the right to require verification of a CS Customer's ability to curtail its load. Inability to provide verification will be considered by Big Rivers when prioritizing requests for curtailment.
- (7) The Member Cooperative shall not receive a Curtailment Savings Payment for any curtailment period in which a CS Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike or any event other than the customer's normal operating conditions.

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c. CS Curtailment Profiles:

For each of its CS Customers, the Member Cooperative shall submit a CS Curtailment Profile Form. CS Curtailment Profiles shall include such information as:

- (1) The maximum number of hours per day that the CS Customer has the ability to curtail.

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BY: Stephan D. Bell
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PURSUANT TO 807 KAR 5.011,
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Date of Issue March 10, 2000

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Issued By W. Hite

Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

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RULES AND REGULATIONS

- (2) The maximum number of days and maximum number of consecutive days by month that the CS Customer has the ability to curtail.
- (3) The Minimum Curtailment Price at which each CS Customer is willing to curtail.
- (4) The Minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.
- (5) The Member Cooperative may modify the Curtailment Profile for a CS Customer upon thirty (30) days notice in writing.

d. Curtailed Demand and Energy:

Hourly Curtailed Demands of a CS Customer shall be determined for each curtailment period for which the CS Customer has accepted Big Rivers' Terms of Curtailment.

For each curtailment period, Hourly Curtailed Demands of each CS Customer shall be defined as the differences between the CS Customer's Demand Requirements and the actual demands measured in each hour of the curtailment period. The Demand Requirements may generally be the average of the CS Customer's demands measured in the four hours prior to the hour immediately preceding the curtailment period, provided that Big Rivers may use an average of the demands measured in any two or more of the four hours to provide a more representative average of CS Customers' Hourly Curtailed Demands. The Curtailed Energy of each curtailment period shall be the sum of the Hourly Curtailed Demands.

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PURSUANT TO 807 KAR 5.011,
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e. Terms of Curtailment:

For each curtailment request, Big Rivers shall identify the CS Customer(s) (when so directed by the Member Cooperative) to be curtailed. Big Rivers shall inform the Member Cooperative or each CS Customer of a curtailment request in accordance with the agreed upon method of notification, at which time the Terms of Curtailment shall be defined. The Terms of Curtailment shall include the following:

- (1) The time at which each curtailment period shall begin is to be established by Big Rivers. At least one (1) hour advance notice of each request for curtailment shall be provided.
- (2) The requested curtailment duration in clock hours to be established by Big Rivers.
- (3) The Curtailment Price to be paid by Big Rivers for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.
- (4) The Member Cooperative shall specify or arrange for the CS Customer to specify:
 - a. The demand in kW (Curtailed Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtailed Demand.

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BY: Stephan Buel
SECRETARY OF THE COMMISSION

Date of Issue March 10, 2000

Date Effective April 6, 2000

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Issued By Ma Hite Big Rivers Electric Corporation, P.O. Box 24, Henderson, KY 42420

Issued By Authority of PSC in Case No. 2000-116, Order dated April 6, 2000.

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Stephan Buel
SECRETARY OF THE COMMISSION

RULES AND REGULATIONS

b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Big Rivers to the Member Cooperative for resale to the CS Customer.

f. Curtailment Savings Payment:

The Curtailment Savings Payment for each curtailment period shall be equal to the product of the Curtailment Energy times the Curtailment Price for each respective curtailment period.

g. Monthly Savings Payment:

The Member Cooperative's Monthly Savings Payment shall be equal to the sum of the Curtailment Savings Payments for the calendar month, less any charges computed for Excess Energy. The Monthly Savings Payment will be paid directly to the Member Cooperative by check or billing credit. A statement will be provided with each Monthly Savings Payment showing the amounts attributable to each CS Customer. This amount will be recorded in the Rural Utilities Service's Uniform System of Accounts - Electric under Other Power Supply Expenses, Account 557 - Other Expenses, such that the separate identity of this cost is preserved.

h. Charges For Excess Energy:

For any CS Customer whose Curtailable Demand is equal to or greater than 5,000 kW, should the Hourly Curtailed Demand be less than 75% of the Curtailable Demand in any hour of the curtailment period, then the Excess Demand for that hour shall be the difference between the Hourly Curtailed Demand and 75% of the Curtailable Demand. There will be no Excess Demand for any CS Customer who's Curtailable Demand is less than 5,000 kW. Excess Energy is the sum of any hourly Excess Demands.

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BY: Stephan Buel
SECRETARY OF THE COMMISSION

RULES AND REGULATIONS

Any Excess Energy recorded during a curtailment period shall be charged at 150% of the Curtailment Price, in addition to the charges contained in the standard applicable rate for electric service. For any CS Customer who's Hourly Curtailed Demand is less than 75% of their Curtailable Demand, Big Rivers may not, at its discretion, allow such CS Customer to benefit from future curtailment opportunities.

i. Term:

Contracts under this Rider may be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next year of its intention to discontinue service under the terms of this Rider.

j. Special Terms and Conditions:

CS Customer information, including, but not limited to, CS Curtailment Profiles, shall remain confidential.

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BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

KENERGY/COMMONWEALTH CURTAILMENT LOG

BIG RIVERS Rep: _____

Date: _____

CURTAILMENT # _____	
Time of notification to Kenergy/ Commonwealth	_____ CST
Kenergy/Commonwealth rep(s) contacted	Kenergy/Commonwealth Cntrl Rm _____
Total MWs curtailed	5 MW
Curtailement begin time	_____ CST
Curtailement end time	_____ CST
Replacement Price (Kenergy/Commonwealth must accept or reject ALL hours)	HE _____ \$ _____ /MWH HE _____ \$ _____ /MWH HE _____ \$ _____ /MWH HE _____ \$ _____ /MWH HE _____ \$ _____ /MWH HE _____ \$ _____ /MWH
Replacement Price Accepted?	_____ YES _____ NO
If Yes, Total Replacement Cost	
Length of Curtailement	_____ Hours
Total Curtailement Hours YTD	_____ Hours Year-to-Date

Fax this form to _____ (Commonwealth) @ _____ AND
David Hamilton (Kenergy) @ 270-685-2279 within 1 hour of notice.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

Schedule A, Exhibit 3

JUL 01 2002

PURSUANT TO 807 KAR 5.011.
SECTION 9 (1)

BY Stephen Beel
SECRETARY OF THE COMMISSION

KENERGY/COMMONWEALTH CURTAILMENT LOG

BIG RIVERS Rep: _____

Date: _____

CURTAILMENT # _____	
Time of notification to Kenegy/ Commonwealth	_____ CST
Kenegy/Commonwealth rep(s) contacted.	Kenegy/Commonwealth Cntrl Rm _____
Total MWs curtailed	5 MW
Curtailement begin time	_____ CST
Curtailement end time	_____ CST
Replacement Price (Kenegy/Commonwealth must accept or reject ALL hours)	HE _____ \$ _____ /MWH HE _____ \$ _____ /MWH HE _____ \$ _____ /MWH HE _____ \$ _____ /MWH HE _____ \$ _____ /MWH HE _____ \$ _____ /MWH
Replacement Price Accepted?	_____ YES _____ NO
If Yes, Total Replacement Cost	_____
Length of Curtailement	_____ Hours
Total Curtailement Hours YTD	_____ Hours Year-to-Date

Fax this form to _____ (Commonwealth) @ _____ **AND**
 David Hamilton (Kenegy) @ 270-685-2279 within 1 hour of notice.

Schedule A, Exhibit 3

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE**

JUL 01 2007

PURSUANT TO 807 KAR 5.011.
 SECTION 9 (1)

BY Stephen Bell
 SECRETARY OF THE COMMISSION