

**FIRST AMENDMENT
TO
AGREEMENT FOR INTERRUPTIBLE TIER 3 ENERGY
DATED JULY 25, 2002**

THIS AMENDMENT is entered into this 22nd day of November, 2002, by and between KENERGY CORP., a Kentucky electric cooperative corporation organized under KRS Chapter 279 ("Kenergy"), and BIG RIVERS ELECTRIC CORPORATION, a Kentucky electric cooperative corporation ("Supplier" or "Big Rivers").

RECITALS

A. Kenergy and Supplier have entered into an Agreement for Interruptible Tier 3 Energy dated July 25, 2002 (the "Agreement") pursuant to which Supplier agreed to sell to Kenergy and Kenergy agreed to purchase from Supplier for resale to Century Aluminum of Kentucky, L.L.C. ("Century") up to 10 MW of fully interruptible Tier 3 Energy.

B. The rates, terms and conditions contained in the Agreement have been accepted by the Kentucky Public Service Commission for resale by Kenergy to Century in 2002 (see Filing No. C 63-0875).

C. Section 5.04(b) of the Agreement provides that each year Supplier and Kenergy shall determine a mutually agreeable Base Rate for the following year and execute an appropriate amendment to the Agreement documenting their agreement;

D. Supplier and Kenergy have agreed that the Base Rate for 2002 shall continue to be applicable in 2003 and desire to document this agreement by entering into this Supplement.

E. With respect to deliveries in 2003, Supplier and Kenergy have further agreed (i) to increase the amount of fully interruptible Tier 3 Energy from up to 10 MW to up to 15 MW

and (ii) for Supplier to deliver and for Kenergy to accept and pay for an additional 5 MW of firm energy.

THEREFORE, in consideration of the mutual covenants set forth below the parties agree as follows:

1. The Agreement is amended by deleting Section 3.23 in its entirety and in its place adopting the following new Section 3.23:

Tier 3 Energy: The energy acquired by Kenergy from third party suppliers at the request of Century, including Scheduled Energy, as defined in Section 3.21 and further described in Section 5.03, and Firm Energy, as defined in Section 5.09; provided, however, that the term "Tier 3 Energy" as used in Sections 5.01, 5.02, 5.03 and 5.08 shall not refer to Firm Energy.

2. Section 5.01 of the Agreement is amended by adding the following proviso at the end of the first sentence of Section 5.01:

; provided, however, that during the period January 1, 2003 through December 31, 2003 Kenergy may schedule up to fifteen (15) MW of such Tier 3 Energy.

3. The Agreement is amended by adding the following new Section 5.04(c):

Pursuant to Section 5.04(b) Supplier and Kenergy agree that the Base Rate for Scheduled Energy from January 1, 2003 through December 31, 2003 shall be \$26.30 per MWh.

4. The Agreement is amended by adding the following new Section 5.09:

Section 5.09. Firm Energy. From January 1, 2003 through December 31, 2003, Supplier shall sell and deliver to Kenergy and Kenergy shall purchase from Supplier and pay for a 5 MW block of Tier 3 Energy Firm L.D. ("Firm Energy") around the clock (24 hours x 7 days) at the Point of Delivery. The rate for Firm Energy for all hours of delivery shall be \$27.25 per MWh. The rate for Firm Energy is not subject to change during 2003. Kenergy shall purchase and accept delivery of the full amount of Firm Energy made available by Supplier. If Kenergy or Century does not accept delivery of the full amount of such energy, the Monthly Charge shall include the amount that would have been due had the full amount of such energy been accepted.

5. The Agreement is amended by deleting Section 5.05 in its entirety and in its place adopting the following new Section 5.05:

Section 5.05 Cost of Transmission and Ancillary Services. In addition to the Base Rate for Scheduled Energy (or when applicable, the Buy-Through Price for Buy-Through Energy) and the rate for Firm Energy, the Monthly Charge shall include and Kenergy shall pay to Supplier (i) the cost to Big Rivers of transmitting the Scheduled Energy and Firm Energy purchased under this Agreement to the Point of Delivery based on network transmission service and (ii) the incremental cost, if any, of any unbundled purchase of ancillary services that Big Rivers is required to effect with respect to the Scheduled Energy and/or Firm Energy sold by Big Rivers and purchased by Kenergy under this Agreement.

6. The Agreement is amended by deleting Section 5.07 in its entirety and in its place adopting the following new Section 5.07:

Section 5.07. Service Obligation. Unless otherwise excused pursuant to Article XII or, with respect to Scheduled Energy, unless service is interrupted pursuant to Section 5.06, in the event that Supplier fails to deliver the Scheduled Energy (including Buy-Through Energy) and/or Firm Energy to the Point of Delivery in accordance with the terms of this Agreement, Supplier will be liable for 100% of the costs incurred by Kenergy using Prudent Utility Practice in obtaining Tier 3 Energy in a commercially reasonable manner to replace the Scheduled Energy and/or Firm Energy not delivered, less the amount that Kenergy would have owed to Supplier had Supplier fulfilled its obligation to deliver hereunder.

7. The Agreement is amended by deleting Section 5.08 in its entirety and in its place adopting the following new Section 5.08:

Section 5.08 Minimum Scheduling Obligation. During each Billing Month, Kenergy shall schedule an amount of fully interruptible Tier 3 Energy (exclusive of Firm Energy) to be delivered during Off-Peak Hours that is no less than the amount of Scheduled Energy (excluding Buy-Through Energy) that Kenergy schedules and Supplier delivers during On-Peak Hours ("Minimum Scheduling Obligation"). If Kenergy has met the Minimum Scheduling Obligation during any Billing Month, Kenergy shall have no payment obligation for Scheduled Energy that was scheduled for Off-Peak Hours but that Supplier elects to interrupt. However, in the event that Kenergy does not satisfy the Minimum Scheduling Obligation during any Billing Month, Kenergy shall be obligated to pay to Supplier an additional charge equal to the Base Rate multiplied by the difference between the Minimum Scheduling Obligation and the amount of Scheduled Energy that Kenergy scheduled to be delivered during Off-Peak Hours.

8. The Agreement is amended by adding the following parenthetical after the words "Rural Utilities Service" in Article XIII:

“(or other mortgagee or other secured party as security for indebtedness incurred by Supplier)

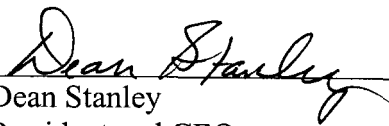
9. The Agreement is amended by adding the phrase “and/or Firm Energy” after each use of the phrase “Scheduled Energy” in Sections 3.05, 3.14, 6.01, 9.02, 10.01, 10.02, 10.03 and 16.06, and by adding the phrase “and firm ” immediately after each use of the phrase “fully interruptible” in Section 2.05.

10. This Amendment shall become effective on the date it is executed and delivered by the Parties. Notwithstanding the effective date of this Amendment, the 2003 delivery obligations of Supplier and the 2003 purchase obligations of Kenergy for (i) up to 15 MW of fully interruptible Tier 3 Energy and (ii) 5 MW of Firm Energy are subject to the condition that the Parties have received Kentucky Public Service Commission approval of the rates, terms and conditions with respect to such deliveries. As soon as such condition has been satisfied, Kenergy shall promptly provide written notice to Century and Supplier that the condition has been satisfied. Unless waived by Supplier in writing, the condition contained in this Section 10 shall not be deemed satisfied until Supplier has received such notice. Each Party agrees to use reasonable diligence to satisfy the condition described in this Section 10. If the condition has not been satisfied by December 31, 2002, either Party may terminate this First Amendment upon written notice to the other Party. Failure of any such approval shall not affect the previously approved rates, terms and conditions contained in the Agreement.

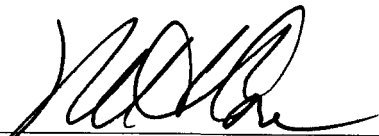
11. All other terms and conditions of the Agreement shall remain in full force and effect and shall apply to the provision of service under this Amendment.

IN WITNESS WHEREOF, this Amendment is hereby executed as of the day and year first above written.

KENERGY CORP.

By 
Dean Stanley
President and CEO

BIG RIVERS ELECTRIC CORPORATION

By 
Michael H. Core
President and CEO