



201 Third Street
P.O. Box 24
Henderson, KY 42419-0024
270-827-2561
www.bigrivers.com

July 1, 2009

RECEIVED

JUL 29 2009

PUBLIC SERVICE
COMMISSION

Mr. Sanford Novick
Kenergy Corp.
6402 Corydon Road
P.O. Box 18
Henderson, KY 42419-0018


Re: Retail Electric Service Agreement
Southwire Company Rod & Cable

Dear Sandy:

This letter agreement ("Letter Agreement") will evidence Big Rivers' concurrence with the terms of Kenergy's electric service agreement with Southwire Company (the "Retail Customer") for its rod and cable mill dated as of July 1, 2009, a copy of which is attached hereto as Exhibit 1 (the "Retail Agreement"), and the agreement between Big Rivers and Kenergy with respect thereto.

(1) **Existing Agreement and Tariffs.** The terms and conditions of the June 11, 1962, wholesale power agreement, as amended, and Big Rivers' filed tariffs shall continue in full force and effect except as expressly modified by this Letter Agreement.

(2) **Additional Rights and Obligations of Big Rivers.** Big Rivers shall make available to Kenergy the electric power required during the term of the Retail Agreement to perform the power supply obligations assumed by Kenergy in the Retail Agreement and Big Rivers shall have the benefit of Retail Customer's covenants in such agreement. Big Rivers will supply the facilities required to deliver power to Kenergy (i) at the Existing Delivery Point, as defined in the Retail Agreement, or (ii) if the Prospective Delivery Point is established, as defined and specified in the Retail Agreement, then at the point where Kenergy's distribution facilities attach to Big Rivers' transmission substation (National Aluminum substation), and Kenergy will deliver the power over its distribution facilities to the Prospective Delivery Point. Big Rivers will supply the facilities to meter electrical usage by Retail Customer. If Retail Customer satisfies its obligation under the Retail Agreement to provide security for the Transmission Facilities Costs with a cash deposit, Kenergy will pay the cash deposit to Big Rivers, and Big Rivers will perform, through Kenergy, Kenergy's legal obligations to Retail Customer respecting that cash deposit, including payment of interest on that deposit as required by law.

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Executive Director

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(3) **Obligations of Kenergy.** Kenergy shall take and pay for (i) electric power and energy delivered by Big Rivers in accordance with Big Rivers' Rate Schedule 7 or Rate Schedule 10, as applicable, with demand and energy being measured as follows: (a) During the period in which the wholesale delivery point is the Existing Delivery Point, by the existing meters at the Southwire Rod & Cable Mill, described in the Retail Agreement as the Southwire Metering Point and in accordance with the terms of said Retail Agreement, and (b) during the period when the wholesale delivery point is to Kenergy's distribution facilities for redelivery to Retail Customer at the Prospective Delivery Point, by the meters to be installed in the Big Rivers National Aluminum transmission substation as shown on Exhibit A to the Retail Agreement, and (ii) transmission services and facilities charges incurred by Big Rivers in connection with extending service to the Retail Customer's delivery point. Kenergy will promptly forward to Big Rivers a copy of any notices received by Kenergy from the Retail Customer under the terms of the Retail Agreement.

(4) **Obligation of Kenergy for Minimum Billing Demand Charge.** Kenergy agrees to bill Retail Customer for (i) any minimum billing demand charges in excess of measured demand, and (ii) all transmission services and facilities charges incurred by Big Rivers and billed to Kenergy in connection with extending service to the Retail Customer's delivery point. Kenergy agrees to pay over to Big Rivers all funds actually collected under such billings, including any termination charges respecting the Big Rivers Transmission Facilities (as that term is defined in the Retail Agreement). The terms of this paragraph do not affect the obligation of Kenergy to pay Big Rivers in accordance with Big Rivers' tariff as and when billed for the wholesale charges for electric power and energy actually consumed by Retail Customer.


(5) **Division of Any Partial Payments.** Kenergy will pay to Big Rivers a pro rata share of any partial payment made to Kenergy by or on behalf of Retail Customer.

(6) **Effective Date.** This Letter Agreement will become effective upon the latter to occur of approval or acceptance of this Letter Agreement by the Public Service Commission of Kentucky, and the effective date of the Retail Agreement.

(7) **Entire Agreement and Amendment.** This Letter Agreement represents the entire agreement of the parties on the subject matter herein, and cannot be amended except in writing, duly authorized and signed by Big Rivers and Kenergy. The Retail Agreement cannot be amended without the written approval of Big Rivers. Big Rivers shall have the right to approve the terms and issuer(s) of the letter(s) of credit contemplated by the Retail Agreement to secure the obligations of the Retail Customer for termination charges.

If this Letter Agreement is acceptable to Kenergy, please indicate that acceptance by signing in the space provided and returning four copies to us.

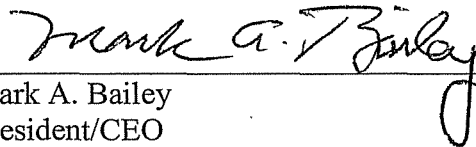
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Executive Director

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Sincerely yours,

BIG RIVERS ELECTRIC CORPORATION



Mark A. Bailey
President/CEO

ACCEPTED:

KENERGY CORP.

Sanford Novick
President/CEO

Date: _____

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Executive Director

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Sincerely yours,

BIG RIVERS ELECTRIC CORPORATION

Mark A. Bailey
President/CEO

ACCEPTED:

KENERGY CORP.

Sanford Novick

Sanford Novick
President/CEO

Date: 7/9/09

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SECTION 9 (1)

By

Jeff Ober

Executive Director