

**FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT  
FOR RETAIL ELECTRIC SERVICE**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR ELECTRIC SERVICE (“Amendment”), is made and entered into as of the 30<sup>th</sup> day of June, 2021, by and between **KENERGY CORP.**, a Kentucky electric cooperative corporation, with its principal office located at 6402 Old Corydon Road, P.O. Box 18, Henderson, Kentucky 42419-0018 (“Kenergy” or “Seller”), and **COMMONWEALTH ROLLED PRODUCTS, INC.**, a Delaware corporation, with a service address at 1372 State Route 1957, Lewisport, Kentucky 42351 (“Commonwealth” or “Customer”). Seller and Customer are individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Kenergy provides retail electric service to Commonwealth at its Lewisport aluminum mill located in Hancock County, Kentucky (“Customer’s Facility”), under an Amended and Restated Agreement for Electric Service dated May 27, 2016 (the “Retail Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Retail Agreement), between Kenergy and Aleris Rolled Products, Inc. (“Aleris”), which Retail Agreement Aleris assigned to Commonwealth pursuant to that Assignment and Assumption Agreement (of Kenergy Retail Agreement), dated December 1, 2020, by and among Aleris, Aleris International, Inc., a Delaware corporation (“Guarantor”), and Commonwealth;

WHEREAS, Kenergy and Commonwealth have reached agreement concerning the terms and conditions of an amendment to the Retail Agreement needed to, among other things, release Aleris and Guarantor from their respective obligations thereunder, and in reliance on said agreement Kenergy is entering into, or has entered into, an amendment to its wholesale power sales agreement (“Wholesale Agreement”) with Big Rivers Electric Corporation (“Big Rivers” or “Power Supplier”); and

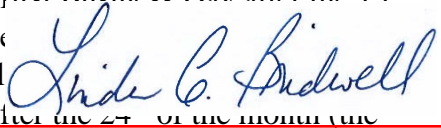
WHEREAS, the Parties desire to set forth in writing their agreement regarding said amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree, effective as of the Amendment Effective Date (as defined below), as follows:

**ARTICLE I  
AMENDMENTS**

1.01 Section 3.04(a) of the Retail Agreement is deleted and replaced in its entirety with the following:

(a) Beginning with the Effective Date (as defined in Section 1.02 below) Seller will bill Customer no later than the first Business Day after the 13<sup>th</sup> of the month for the previous month’s service here Seller in immediately available funds by 1:00 p’cl (prevailing), on or before the first Business Day after the 27<sup>th</sup> of the month (the

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bidwell Executive Director

EFFECTIVE <b>9/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

“Due Date”). Invoices shall be sent to the attention of Accounts Payable by email to [ap@commonwealthrolledproducts.com](mailto:ap@commonwealthrolledproducts.com) and [ash.ambulgekar@commonwealthrolledproducts.com](mailto:ash.ambulgekar@commonwealthrolledproducts.com). If payment is not received by Seller when due, Seller may terminate service to Customer’s Facility after providing five business days’ notice by email and overnight courier service to:

Commonwealth Rolled Products, Inc.  
1372 State Road 1957  
Lewisport, KY 42351-0480  
Attn: CFO, Glenn Miller  
Email: [glenn.miller@commonwealthrolledproducts.com](mailto:glenn.miller@commonwealthrolledproducts.com)

Notice shall be effective upon the earlier of (i) the time an email is sent, provided that the sender has not received a return message indicating the email was not delivered, or (ii) the day after deposit for next day delivery with a recognized overnight courier. Invoices sent and notices given as provided in this Section 3.04(a) shall be effective unless Seller has been notified by Customer in accordance with Section 8.01 of this Agreement that the name, address, or email address of an addressee under this Section 3.04(a) has changed. Discontinuance for non-payment will be in addition to any other remedy that may be available to Seller and will not lessen in any way the obligation of Customer to pay to Seller any and all sums owing to Seller.

1.02 Section 3.05(c) of the Retail Agreement is deleted and replaced in its entirety with the following:

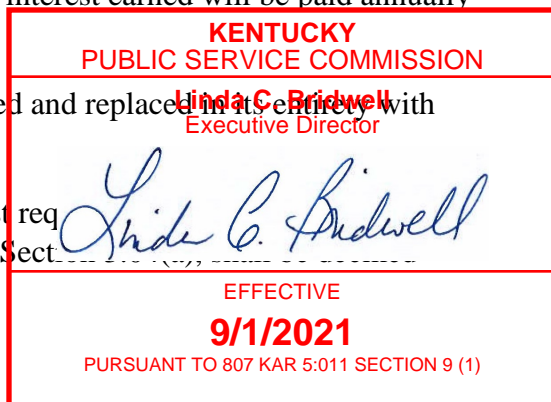
(c) As security for payment of the EDR Termination Charge, Customer shall provide Big Rivers and shall thereafter maintain a cash deposit or an irrevocable bank letter of credit reasonably acceptable to Big Rivers equal to the amount of the EDR Termination Charge. Semi-annually, Customer and Big Rivers shall adjust the deposit or bank letter of credit to reflect changes in the amounts of the obligations of Customer secured by the deposit or bank letter of credit.

1.03 The second sentence of Section 3.05(e) of the Retail Agreement is deleted and replaced in its entirety with the following:

Any cash deposit provided pursuant to Section 3.05(a), 3.05(b) or 3.05(c) will earn interest in accordance with law, and interest earned will be paid annually to Customer.

1.04 Section 8.01 of the Retail Agreement is deleted and replaced in its entirety with the following:

8.01 Any notice, demand, or request req Agreement, except the notice provided for in Sect



properly given to or served upon the other Party if the notice is in writing and placed in the mail, postage prepaid, or delivered to the other Party at the following addresses:

To the Seller:

Kenergy Corp.  
6402 Old Corydon Road  
P.O. Box 18  
Henderson, KY 42419-0018  
Attn: President and CEO  
Telephone: (800) 844-4832, ext. 6104  
Facsimile: (270) 826-3999

To the Customer:

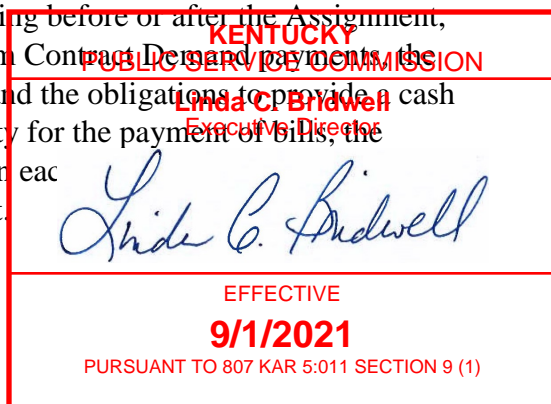
Commonwealth Rolled Products, Inc.  
1372 State Road 1957  
Lewisport, KY 42351-0480  
Attn: Director of Finance, Ash Ambulgekar  
Telephone No. (859) 619-9327  
Email: ash.ambulgekar@commonwealthrolledproducts.com

Each Party shall have the right to change the name of the person or location to whom or where notice shall be given or served by notifying the other Party in writing of such change.

1.04 Upon the Amendment Effective Date, Exhibit D to the Agreement (the “Customer Parent Guarantee”) shall be deleted and deemed terminated in its entirety, and Aleris and Guarantor shall each be relieved of all (and each of Kenergy and Big Rivers agrees, on behalf of itself and its respective affiliates, that none of Aleris, Guarantor or any of their affiliates have any further) obligations under the Retail Agreement, including the Customer Parent Guarantee, whenever arising.

## ARTICLE II OTHER PROVISIONS

2.01 Commonwealth Obligations. Commonwealth shall assume and abide by all of the obligations of the Customer under the Retail Agreement arising before or after the Assignment, including but not limited to, the obligations for any Minimum Contract Demand payments, the Termination Payment, and the EDR Termination Payment, and the obligations to provide a cash deposit or an irrevocable bank letter of credit or other security for the payment of bills, the Termination Payment, and the EDR Termination Payment, in each of those obligations are expressly modified by this Amendment.



2.02 Amendment Effective Date. The “Amendment Effective Date” shall be the date all necessary approvals, including approvals of this Agreement and a corresponding amendment to the Wholesale Power Agreement, are received from (i) the boards of directors of Seller and Big Rivers; (ii) the Kentucky Public Service Commission (“Commission”); and (iii) the Rural Utilities Service (collectively, the “Approvals”); or the Parties and Big Rivers waive such Approvals. Notwithstanding anything herein to the contrary, this Amendment shall not become effective unless and until such Approvals are received or waived.

2.03 Entire Agreement. The terms, covenants, and conditions contained in the Retail Agreement, as modified by this Amendment, constitute the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; provided, however, that service to Customer is subject to the articles, bylaws, tariffs, rules, and regulations of Seller and to the rules, regulations, and lawful orders of the Commission. In the event of a conflict between the Agreement as amended and the articles, bylaws, tariffs, rules, and regulations of Seller, the Agreement as amended shall take precedence.


2.04 Headings. The headings contained in this Amendment are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Amendment.

2.05 Counterparts; Electronic Signatures; Delivery. This Amendment may be executed in any number of counterparts, which together will constitute but one and the same instrument, and each counterpart will have the same force and effect as if they were one original. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.




IN WITNESS WHEREOF, the Parties hereto have executed this Amendment, as of the day and year first above written.

KENERGY CORP.

By:   
Jeff Hohn  
President and CEO

COMMONWEALTH ROLLED PRODUCTS, INC.

By:   
Mike T. Keown  
CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**9/1/2021**

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

[Signature Page to First Amendment to Amended and Restated Agreement for Retail Electric Service]