

AMENDMENT

THIS AMENDMENT made and entered into this 18th day of September, 2003 by and between THE CINCINNATI GAS & ELECTRIC COMPANY ("CG&E"), an Ohio corporation, and KENERGY CORP. ("Kenergy"), a Kentucky electric cooperative corporation.

Recitals:

A. CG&E and Kenergy are parties to a Master Power Sale Agreement dated September 30, 2002 pursuant to which CG&E sells and delivers energy to Kenergy for resale to Alcan Primary Products Corporation ("Alcan"), successor by merger to Alcan Aluminum Corporation, (i) in 2003 under a Service Schedule for Agreement dated September 30, 2002 (the "2003 Agreement") and (ii) in 2004 under a Confirmation Letter dated October 4, 2002 (the "2004 Agreement") (collectively, the "Agreements").

B. The parties have agreed that in the sole discretion of CG&E, the energy that CG&E sells to Kenergy may be delivered to an Alternative Delivery Point, as hereafter defined, rather than the Delivery Point, and that the price for the energy delivered to the Alternative Delivery Point shall be as hereafter set forth; and

C. The Parties desire to amend the Agreements to document the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. The section of the Agreements styled Delivery Point shall be amended and restated as follows:

"CG&E shall deliver energy into any available Big Rivers Electric Corporation ("Big Rivers") transmission interface (including any busbar of any generating facility within the Big Rivers Control Area) of its choosing (the "Delivery Point") or to the existing set of meters at Big Rivers' Reid Substation from which Kenergy provides electric service to Alcan (the "Alternative Delivery Point"). Such delivery interface shall be determined by CG&E in its sole discretion and subject to change as necessary or desired in CG&E's sole discretion. Title to the energy shall pass to Kenergy at the Delivery Point or the Alternative Delivery Point, as the case may be. Kenergy shall obtain all necessary transmission service on the Big Rivers system."

2. The section of the 2003 Agreement styled "Energy Charge" shall be amended and restated as follows:

"\$27.25/MWh for all energy delivered to the Delivery Point pursuant to this confirmation and \$27.45/MWh for all energy delivered to the Alternative Delivery Point pursuant to this confirmation."

NOV 16 2003

PURSUANT TO 807 KAR 6.011
SECTION 9(1)

BY Charles E. [Signature]
EXECUTIVE DIRECTOR

3. The section of the 2004 Agreement styled "Energy Charge" shall be amended and restated as follows:

"\$28.35/MWh for all energy delivered to the Delivery Point pursuant to this confirmation and \$28.55/MWh for all energy delivered to the Alternative Delivery Point pursuant to this confirmation."

4. The Master Power Sale Agreement shall be amended in its entirety to include the phrase "or Alternative Delivery Point, as applicable" after the phrase "Delivery Point" each time it is used in the Master Power Sale Agreement.

5. This Amendment shall become effective on the date it is executed and delivered by the Parties. Notwithstanding the effective date of this Amendment, CG&E shall not deliver any energy to the Alternative Delivery Point until this Amendment has been filed with and accepted by the Kentucky Public Service Commission. At such time as this Amendment has been accepted, Kenergy shall promptly provide written notice to CG&E and Alcan that the Amendment has been accepted and beginning at 12:01 am on the day following the receipt of such notification CG&E shall deliver the energy to the Delivery Point or the Alternative Delivery Point, as the case may be. Failure of acceptance of this Amendment by the Kentucky Public Service Commission shall not affect the terms and conditions of the previously approved Agreements.

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

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

THE CINCINNATI GAS & ELECTRIC COMPANY

By: Rodney W. Hunk *KEM to form*
Dated: 30 Sep 03

KENERGY CORP.

By: Dean Stanley
Dated: 10-3-03

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 15 2003

PURSUANT TO KY REV. STAT.
SECTION 211.1

Thomas L. Dore
EXECUTIVE DIRECTOR