

TAX INDEMNITY AGREEMENT

Dated as of January 31, 2014

by and among

KENERGY CORP.,

CENTURY ALUMINUM COMPANY

and

CENTURY ALUMINUM SEBREE LLC

OHSUSA:754594761.4

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 1/31/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

TAX INDEMNITY AGREEMENT

This TAX INDEMNITY AGREEMENT (this "Agreement") is made and entered into as of January 31, 2014, by KENERGY CORP., a Kentucky electric cooperative corporation (the "Indemnified Party"), CENTURY ALUMINUM COMPANY, a Delaware corporation (the "Century Parent"), and CENTURY ALUMINUM SEBREE LLC, a Delaware limited liability company and a wholly-owned direct or indirect subsidiary of Century Parent ("Century"). Each of Century and Century Parent are sometimes referred to herein collectively as the "Indemnifying Parties", and individually as a "Indemnifying Party". Each of the Indemnifying Parties and the Indemnified Party are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

A. The Indemnified Party and Century have entered into an Electric Service Agreement, dated as of the date hereof (the "Electric Service Agreement"), under which the Indemnified Party shall provide Century retail electric service.

B. The Indemnifying Parties have agreed, subject to the terms and conditions of this Agreement, to jointly and severally indemnify and hold harmless the Indemnified Party on an after-tax basis for certain tax liabilities and other costs relating to the failure of the Indemnified Party to maintain its status as an entity exempt from U.S. federal, state or local income taxation as a result of the transactions under the Transaction Documents.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS; RULES OF INTERPRETATION

1.1 Definitions; Rules of Interpretation. Capitalized terms used herein but not otherwise defined herein, including in this Section 1.1, are used as defined in the Electric Service Agreement. The rules of interpretation set forth in the Electric Service Agreement shall apply to this Agreement.

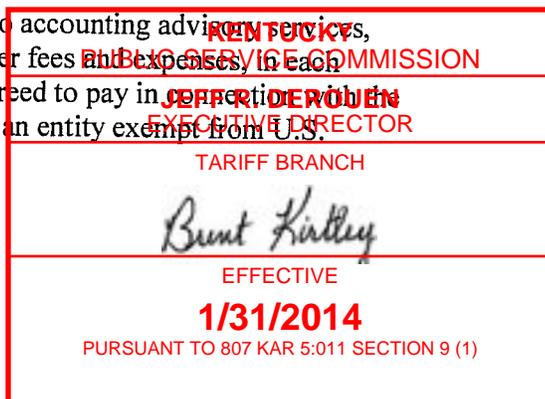
1.1.1 Agreement: As defined in the preamble to this Agreement.

1.1.2 Century: As defined in the preamble to this Agreement.

1.1.3 Century Parent: As defined in the preamble to this Agreement.

1.1.4 Electric Service Agreement: As defined in the Recitals.

1.1.5 Expenses: Any and all expenses related to accounting advisory services, tax advisory services, reasonable legal services, and other fees and expenses, in each case, for which the Indemnified Party is liable or has agreed to pay in the event of the failure of the Indemnified Party to maintain its status as an entity exempt from U.S.



federal, state or local income taxation as a result of the transactions under the Transaction Documents, including all expenses incurred under Section 2.5 and Section 2.7.

1.1.6 Indemnified Party: As defined in the preamble to this Agreement.

1.1.7 Indemnifying Party or Indemnifying Parties: As defined in the preamble to this Agreement.

1.1.8 Indemnity Claim: As defined in Section 2.1.

1.1.9 Indemnity Claim Notice: As defined in Section 2.2.2.

1.1.10 Net After-Tax Basis: With respect to any amount payable under Section 2.1, the amount payable will be increased to account for Taxes on the amount payable and additions under this Section 1.1.4, taking into account any Tax deduction, credit or loss that will be realized as a result of any payment by the Indemnified Party of an amount, including Taxes, with respect to which a payment to be received by the Indemnified Party is made under this Agreement.

1.1.11 Other Tax Status Costs: Any and all costs, fees or expenses incurred, or reductions in or failures to realize, revenues, reimbursements or other benefits reducible to money, in each case of the Indemnified Party resulting from, occurring in connection with, relating to or otherwise arising out of the Indemnified Party's failure to maintain its status as an entity exempt from U.S. federal, state or local income taxation as a result of the transactions under the Transaction Documents, including by way of example and not limitation, ineligibility for or reduction in Federal Emergency Management Agency assistance based on an Indemnified Party's failure to maintain its status as an entity exempt from U.S. federal income taxes.

1.1.12 Party or Parties: As defined in the preamble to this Agreement.

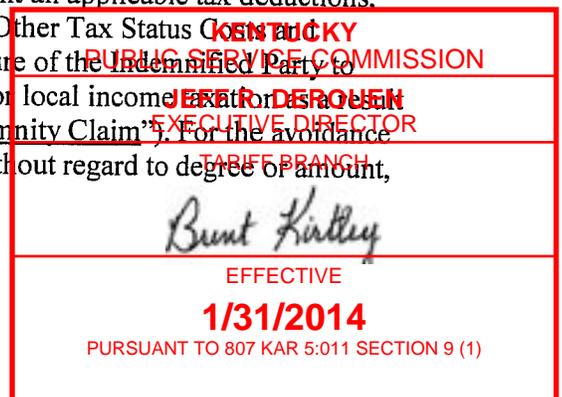
1.1.13 Tax or Taxes: All fees, taxes (including income taxes, franchise taxes, sales taxes, use taxes, stamp taxes, value-added taxes, ad valorem taxes and property taxes (personal and real, tangible and intangible)), levies, assessments, withholdings and other charges and impositions of any nature, plus all related interest, penalties, fines and additions to these taxes, now or hereafter imposed by any U.S. federal, state or local government or other taxing authority.

1.1.14 Tax Claim: As defined in Section 2.5.

ARTICLE 2

INDEMNIFICATION FOR CERTAIN TAXES

2.1 Indemnification. The Indemnifying Parties hereby, jointly and severally, agree to indemnify, defend and hold harmless the Indemnified Party and its successors, on a Net After-Tax Basis, from and against, any Taxes (after taking into account all applicable tax deductions, credits, exemptions and exclusions in the applicable tax year), Other Tax Status Costs and Expenses incurred by the Indemnified Party relating to the failure of the Indemnified Party to maintain its status as an entity exempt from U.S. federal, state or local income taxation as a result of the transactions under the Transaction Documents (an "Indemnity Claim"). For the avoidance of doubt, any transaction under the Transaction Documents, without regard to degree or amount,



that relates to the failure of the Indemnified Party to maintain its status as an entity exempt from U.S. federal, state or local income taxation may give rise to an Indemnity Claim, including, without limitation, if the Indemnified Party has income from nonmembers due to other transactions but because of any transaction under the Transaction Documents fails to receive a sufficient percentage of its income from its members to meet losses and expenses (within the meaning of Section 501(c)(12)(A) of the Internal Revenue Code of 1986, as amended).

2.2 Procedures and Notice.

2.2.1 Notwithstanding anything to the contrary in this Agreement, the Indemnified Party will take reasonable efforts to deliver written notice to the Indemnifying Parties as early as possible in any tax year in which it projects that it will have an Indemnity Claim; *provided* that the failure to give such notice shall not limit the Indemnifying Parties' obligations hereunder. The Indemnified Party will discuss the basis and calculations for such Indemnity Claim with the Indemnifying Parties and provide the Indemnifying Parties with such information as they may reasonably request with respect to such Indemnity Claim (including, for the avoidance of doubt, the information set forth in the proviso to Section 2.2.2).

2.2.2 The Indemnified Party must deliver written notice of an Indemnity Claim accompanied by a written statement describing the Indemnity Claim in reasonable detail, stating the amount the Indemnified Party believes to be payable by the Indemnifying Parties on account thereof pursuant to the terms of this Agreement and providing the computation of the amount (an "Indemnity Claim Notice"); *provided* that, with respect to any Indemnity Claim that relates to whether the Indemnified Party failed to receive a sufficient percentage of its income from its members to meet losses and expenses (within the meaning of Section 501(c)(12)(A) of the Internal Revenue Code of 1986, as amended), the computation will include detail concerning the calculation of the Indemnified Party's total income, income from the Indemnified Party's activities as a market participant, pursuant to the Transaction Documents, and total income that is not collected from members for the sole purpose of meeting losses and expenses.

2.2.3 Any amount payable to the Indemnified Party pursuant to Section 2.1 shall be paid in immediately available funds to the Indemnified Party within ten (10) days after receipt of the Indemnity Claim Notice, without regard to the pendency of any dispute or action pursuant to Section 2.5 or Section 4.4. The Parties agree to make any payments necessary in order for the amounts received by the Indemnified Party in respect of any Indemnity Claim to equal the amounts of any final determination of any amounts payable hereunder.

2.3 Time Period for Asserting Indemnity Claims. Indemnity Claims may be made only by delivering an Indemnity Claim Notice to the Indemnifying Parties prior to the one hundred eightieth (180th) day following expiry of the relevant statute of limitations applicable to the assessment of Taxes indemnified hereunder; *provided* that Indemnity Claims for Expenses or Other Tax Status Costs may be made prior to the one hundred eightieth (180th) day following the date such Expenses or Other Tax Status Costs are incurred. For the avoidance of doubt, this Agreement shall survive the termination or expiration of the Electric Service Agreement or any other Transaction Documents until the time period for asserting any Indemnity Claims hereunder shall have expired.

2.4 Notice of Indemnity Claims. If any claim or demand for Taxes, Expenses or Other Tax Status Costs in respect of which indemnity may be sought against the Indemnifying Parties

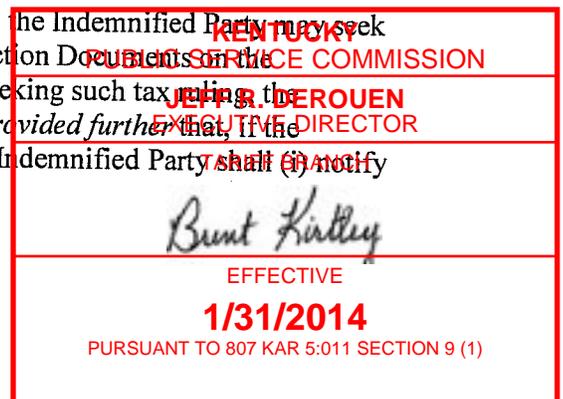
KENTUCKY
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pursuant to this Agreement is asserted against the Indemnified Party, the Indemnified Party promptly shall (a) notify the Indemnifying Parties of such claim or demand after receipt of such claim or demand and (b) give the Indemnifying Parties such information with respect thereto as the Indemnifying Parties may reasonably request; *provided* that the failure to give such notice within such period shall not limit the Indemnifying Parties' obligations hereunder.

2.5 Defense of Tax Claims. The Indemnified Party shall take such action in contesting such claim or demand as the Indemnifying Parties may request, including appeals, provided the Indemnified Party has not received a written opinion of independent tax counsel, selected by the Indemnified Party and reasonably satisfactory to the Indemnifying Party that there is no reasonable basis for the contest and the Indemnifying Party agrees to pay the Indemnified Party's costs of pursuing the contest. The Indemnifying Parties may, at their own expense, elect to assume the defense of any claim, suit, action, litigation or other proceeding (including any Tax audit) for Taxes in respect of which indemnity may be sought against the Indemnifying Parties pursuant to this Agreement (collectively, a "Tax Claim"); and, as between the Indemnified Party and the Indemnifying Parties, the Indemnifying Parties shall determine whether and in what manner to defend such Tax Claim and shall otherwise control all aspects of any defense of such Tax Claim; *provided* that, if the Indemnifying Party elects to assume the defense of a Tax Claim, it shall retain counsel reasonably satisfactory to the Indemnified Party; *provided further* that in the event that the Indemnified Party has been advised by independent counsel that having common counsel would present a conflict of interest or preclude the Indemnified Party from making certain legal defenses, then the Indemnified Party may retain separate counsel to defend it against the Tax Claim at the Indemnifying Parties' expense. Subject to the immediately preceding sentence, if the Indemnifying Parties elect to assume the defense of or otherwise participate in any such Tax Claim, each Party shall (i) cooperate in the defense or prosecution of any such Tax Claim, (ii) consult with and keep each other Party and its designated counsel reasonably informed with respect to such Tax Claim, (iii) furnish or cause to be furnished, records and information, or make employees available on a reasonable and mutually convenient basis to provide information as may be reasonably requested in connection therewith, and (iv) consider comments of and consult in good faith with each other Party; *provided* that nothing in this Section shall obligate a Party to disclose information that is subject to the attorney-client privilege. The Indemnified Party shall not settle any such Tax Claim or consent to the entry of any judgment with respect to Taxes indemnified hereunder without prior written notice to and consent of the Indemnifying Parties.

2.6 Tax Returns. The Indemnified Party agrees that it will not voluntarily elect to treat itself on any tax return as an entity not exempt from U.S. federal, state or local income taxation, and that it will not take a position or make a filing inconsistent with the foregoing in any litigation or investigation, or otherwise, without giving prior written notice to the Indemnifying Parties that describes the basis for taking such position or making such filing and consulting in good faith with the Indemnifying Parties prior to taking such action; *provided* that the failure to give such notice shall not limit the Indemnifying Parties' obligations hereunder.

2.7 Tax Ruling. At Century's sole cost and expense, the Indemnified Party may seek a tax ruling on any impact of the transactions under the Transaction Documents on the Indemnified Party's tax exempt status; *provided* that prior to seeking such tax ruling, the Indemnified Party shall consult (in good faith) with Century; *provided further* that, if the Indemnified Party seeks to become the Market Participant, the Indemnified Party shall (i) notify



Century thereof, and (ii) if requested by Century within thirty (30) Business Days of such notice, obtain an opinion of nationally recognized tax counsel regarding the potential impact of acting in this capacity and provide a copy of such opinion to Century prior to becoming the Market Participant.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

Except with respect to Section 3.6, each Party hereby represents and warrants to each other Party as of the date hereof as follows:

3.1 Organization, Power and Authority. Such Party (a) is duly incorporated or formed, as applicable, validly existing and in good standing under the laws of its jurisdiction of formation, and is authorized to do business in the Commonwealth of Kentucky; and (b) has the requisite power and authority to conduct its business as presently conducted, to own or hold under lease its properties, and to enter into and perform its obligations under this Agreement.

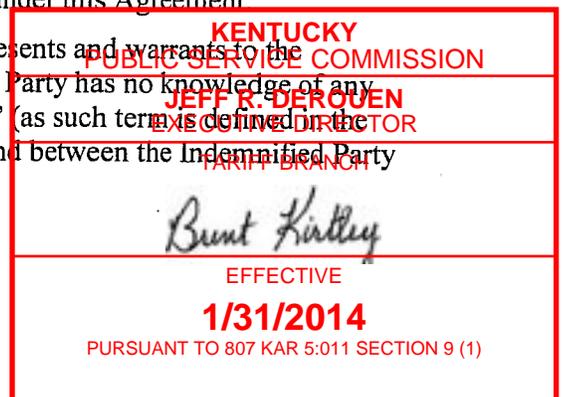
3.2 Due Authorization and Enforceability. This Agreement has been duly authorized, executed and delivered by such Party, and assuming the due authorization, execution and delivery of this Agreement by each other Party, constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with the terms hereof, except as enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other laws relating to or affecting the rights of creditors generally and by general principles of equity.

3.3 No Violation. The execution and delivery of this Agreement by such Party and the compliance by it with the terms and provisions hereof do not and will not (a) contravene any Applicable Law relating to such Party or its organizational documents or by-laws, or (b) contravene the provisions of, or constitute a default (or an event which, with notice or passage of time, or both would constitute a default) by it under, any indenture, mortgage or other material contract, agreement or instrument to which such Party is a party or by which it, or its property, is bound.

3.4 Approvals. No approval, authorization, consent or other action by, and no notice to or filing or registration with, and no new license from, any Person (including without limitation, any Governmental Authority) or under any Applicable Law to which such Party is subject is required for the due execution, delivery or performance by it of this Agreement. There are no conditions to the effectiveness of this Agreement with respect to such Party that have not been satisfied or irrevocably waived.

3.5 Proceedings. There is no pending or, to such Party's knowledge, threatened litigation, action, suit, proceeding, arbitration, investigation or audit against it by any Person before any Governmental Authority which: (a) questions the validity of this Agreement or the ability of such Party to perform its obligations hereunder, or (b) if determined adversely to such Party, would materially adversely affect its ability to perform under this Agreement

3.6 Knowledge. The Indemnified Party hereby represents and warrants to the Indemnifying Parties as of the date hereof that the Indemnified Party has no knowledge of any action or event, other than the Transaction or the "Transaction" (as such terms are defined in the Electric Service Agreement, dated as of August 19, 2013, by and between the Indemnified Party



and Century Aluminum of Kentucky General Partnership, a Kentucky general partnership and a wholly-owned indirect subsidiary of Century Parent), that could reasonably be expected to lead to a Tax Claim, including any investigation, pending or threatened, before or by the Internal Revenue Service (or any state or local equivalent), any Governmental Authority against the Indemnified Party or its Affiliates.

3.7 Independent Decision. Such Party has, independently and without reliance upon any other Party and based on such documents and information as it has deemed appropriate, made its own analysis and decision to enter into this Agreement.

ARTICLE 4
MISCELLANEOUS

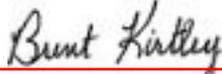
4.1 Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written. This Agreement may be amended only by a written document signed by each of the Parties hereto. Each Party acknowledges that it has not relied upon any representations, statements or warranties of the other Party in executing this Agreement except for those representations and warranties expressly set forth in this Agreement.

4.2 Waiver. The waiver by a Party of any breach of any term, covenant or condition contained herein will not be deemed a waiver of any other term, covenant or condition, nor will it be deemed a waiver of a subsequent breach of the same or any other term, covenant or condition contained herein.

4.3 Notices. A notice, consent, approval or other communication under this Agreement must, except as otherwise provided herein, be delivered in writing, addressed to the Person to whom it is to be delivered, and must be (a) personally delivered to that Person's address (which will include delivery by a nationally recognized overnight courier service), or (b) transmitted by facsimile to that Person's address, with a duplicate notice sent by a nationally recognized overnight courier service to that Person's address. A notice given to a Person in accordance with this Section will be deemed to have been delivered (i) if personally delivered to a Person's address, on the day of delivery if such day is a Business Day, or otherwise on the next Business Day, or (ii) if transmitted by facsimile to a Person's facsimile number and a correct and complete transmission report is received, or receipt is confirmed by telephone, on the day of transmission if a Business Day, otherwise on the next Business Day; *provided, however,* that such facsimile transmission will be followed on the same day with the sending to such Person of a duplicate notice by a nationally recognized overnight courier to that Person's address. For the purpose of this Section, the address of a Party is the address set out below or such other address which that Party may from time to time deliver by notice to the other Party in accordance with this Section:

If to the
Indemnified Party: Kenergy Corp.
P.O. Box 18
Henderson, Kentucky 42419-0018
Attn: President and CEO

OHSUSA:754594761.4

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TARIFF BRANCH

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Fax: (270) 685-2279

If to Century: Century Aluminum Company
9404 State Route 2096
Robards, Kentucky 42420
Attn: Plant Manager
Fax: (270) 521-7305

With copy to: Century Aluminum Company
One South Wacker Drive Suite 1000
Chicago, IL 60606
Attn: General Counsel
Fax: (312) 696-3102

If to Century Parent: Century Aluminum Company
One South Wacker Drive
Suite 1000
Chicago, IL 60606
Attn: General Counsel
Fax: (312) 696-3102

4.4 Dispute Resolution.

4.4.1 If a dispute arises, a Party may request a meeting among authorized representatives of the Parties to discuss and attempt to reach a resolution of the dispute. Such meeting will take place within ten (10) Business Days or such shorter or longer time as agreed upon by the Parties.

4.4.2 Absent resolution of the dispute pursuant to Section 4.4.1, and subject to a minimum amount in controversy of \$1 million, the Parties shall submit the matter to be settled, subject to Section 4.4.9, by binding arbitration by a tribunal of three (3) arbitrators constituted and acting under the International Arbitration Rules then in effect of the International Centre for Dispute Resolution (“ICDR”) of the American Arbitration Association (the “AAA Rules”), in accordance with the following terms and conditions:

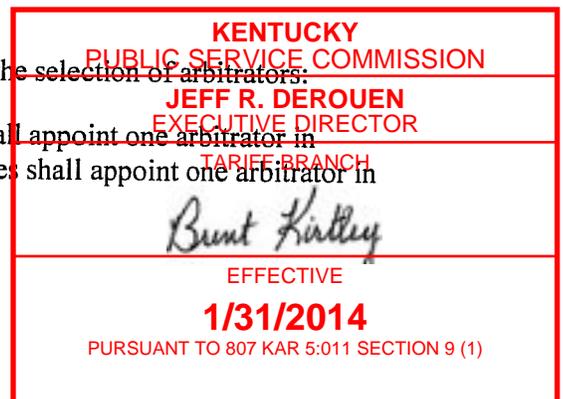
4.4.3 In the event of any conflict between the AAA Rules and the provisions of this Agreement, the provisions of this Agreement shall apply.

4.4.4 The ICDR shall administer the arbitration.

4.4.5 The seat of arbitration shall be Louisville, Kentucky, unless otherwise agreed by the Parties, and the fact that hearings are held elsewhere shall not affect the seat of arbitration.

4.4.6 The following procedures shall govern the selection of arbitrators:

(a) The claimant Party or Parties shall appoint one arbitrator in accordance with the AAA Rules, the respondent Party or Parties shall appoint one arbitrator in



accordance with the AAA Rules within thirty (30) days after the appointment of the first arbitrator, and the two arbitrators so appointed shall appoint the third (and presiding) arbitrator in accordance with the AAA Rules within thirty (30) days after the appointment of the second arbitrator.

(b) In the event of an inability by the two Party-nominated arbitrators to agree on an arbitrator in accordance with Section 4.4.6(a), the appointing authority for the third arbitrator shall be the ICDR, acting in accordance with such rules as it may adopt for such purpose. The ICDR shall use its best efforts to appoint such third arbitrator within thirty (30) days of an application being made for such purpose.

(c) Notwithstanding Sections 4.4.6(a) and 4.4.6(b), each arbitrator selected pursuant to this Section 4.4.6 shall (i) have substantial experience in the electric utility sector, and (ii) not have been employed or been a consultant to any Party in the past.

4.4.7 The arbitration tribunal shall have the power to grant any remedy or relief that it deems just and equitable and that is in accordance with the terms of this Agreement, including specific performance and injunctive relief, whether interim or final. Any such relief and any interim, provisional or conservatory measure ordered by the arbitration tribunal may be specifically enforced by any court of competent jurisdiction.

4.4.8 The losing Party shall pay the fees and costs of the prevailing Party or as allocated by the arbitration tribunal if all relief sought by one Party is not granted.

4.4.9 The award of the arbitration tribunal shall be subject to appeal or requests for rehearing pursuant to Section 4.7.

4.4.10 The award of the arbitration tribunal may be enforced by any court of competent jurisdiction and may be executed against the person and assets of the losing Party in any competent jurisdiction. For the avoidance of doubt, the Parties acknowledge and agree that a court of any jurisdiction where the assets of a Party against which enforcement is sought may be found, or a court which has subject matter jurisdiction over any proceeding to confirm or enhance the award, is a court of competent jurisdiction and venue, and the Parties irrevocably consent to the exercise of personal jurisdiction in any such court, and irrevocably waive any claim that any such jurisdiction is an inconvenient forum.

4.4.11 Except for arbitration proceedings pursuant to this Section 4.4, no action, lawsuit or other proceeding (other than proceedings for the confirmation or enforcement of an arbitration award, an action to compel arbitration or an application for interim, provisional or conservatory measures in connection with the arbitration, or to obtain documentary or testimonial evidence) shall be brought by or between the Parties in connection with any dispute; *provided*, that, where delay in doing so could result in irreparable harm, each Party to the arbitration proceeding retains the right to seek interim, provisional or conservatory measures in accordance with Section 4.7, and any such request shall not be deemed incompatible with this Agreement to arbitrate or constitute a waiver of the right to arbitrate.

4.4.12 Notwithstanding the foregoing, each arbitrator will be instructed that (i) if the Indemnified Party voluntarily elects to be treated as an entity that is not exempt from TTS

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federal, state or local income taxation, or voluntarily takes a position on a tax return or makes a filing treating itself as not being so exempt, the mere acquiescence of the applicable taxing authority to such treatment or filing shall not be determinative of the applicable issue before the arbitrator and (ii) a position taken in a Tax Claim by the applicable taxing authority regarding the taxation of the Indemnified Party shall be determinative of the issue addressed in such Tax Claim for purposes of any determination by the arbitrator, but, for the avoidance of doubt, shall not preclude or limit any of the Indemnifying Parties rights under Section 2.5.

4.5 Successors and Assigns.

4.5.1 This Agreement will inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. No interest in this Agreement may be transferred or assigned by either Party, in whole or in part, by instrument or operation of law, without the prior written consent of the other Parties, except as provided in Section 4.5.4, and except that, subject to satisfaction of the conditions of Section 4.5.2, assignment may be made by a Party to such Person as acquires all or substantially all the assets of the assigning Party or which merges with or acquires all or substantially all of the equity of such Party. When consent is required, consent may not be unreasonably withheld, conditioned or delayed.

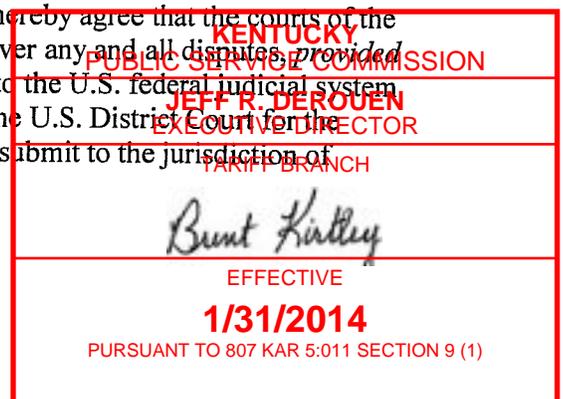
4.5.2 In no event may a Party assign this Agreement (including as part of a sale of all or substantially all the assets of the assigning Party or a merger with or purchase of substantially all the equity interests of such Party) (i) to any Person that does not have adequate financial capacity as demonstrated to the reasonable satisfaction of the non-assigning Parties or that would otherwise be unable to perform the obligations of the assigning Party pursuant to this Agreement, (ii) to any Person that does not agree to assume all rights and obligations of the assigning Party under this Agreement, or (iii) on any terms at variance from those set forth in this Agreement except as agreed to in writing by the Parties.

4.5.3 No permitted assignment or transfer will change the duties of the Parties, or impair the performance under this Agreement except to the extent set forth in such permitted assignment and approved in writing by the Parties. No Party is released from its obligations under this Agreement pursuant to any assignment, unless such release is granted in writing.

4.5.4 A Party may, without the approval of any other Party, assign this Agreement as collateral security or grant one or more mortgages (including one or more deeds of trust or indentures) on or security interests in its interest under this Agreement in connection with the general financing of its assets or operations.

4.6 Governing Law. This Agreement shall be interpreted, governed by and construed under the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules.

4.7 Jurisdiction. Subject to Section 4.4, the Parties hereby agree that the courts of the Commonwealth of Kentucky will have exclusive jurisdiction over any and all disputes, provided that the subject matter of such dispute is not a matter reserved to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties hereby agree to submit to the jurisdiction of



Kentucky courts for such purpose. Venue in state court actions will be in the Henderson Circuit Court as the court in which venue will lie for the resolution of any related disputes under this Agreement. Each Party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action, suit or proceeding as provided in this Section 4.7 and any claim that such action, suit or proceeding brought in accordance with this Section 4.7 has been brought in an inconvenient forum. Nothing in Section 4.4 or this Section 4.7 prohibits a Party from referring to FERC or any other Governmental Authority any matter properly within its jurisdiction. In any proceeding hereunder, each Party irrevocably waives, to the fullest extent allowed by law, its right, if any, to trial by jury. For the avoidance of doubt, each Party hereby agrees to accept service of any papers or process in any arbitration under Section 4.4, or any action or proceeding arising under or relating to such arbitration, at the address set forth in Section 4.3, and agrees that such service shall be, for all purposes, good and sufficient.

4.8 Headings. The headings contained in this Agreement 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 Agreement.

4.9 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

[Remainder of page intentionally left blank. Signatures follow.]

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

KENERGY CORP.

By: _____
Name: Gregory J. Starheim
Title: President and Chief Executive Officer

CENTURY ALUMINUM SEBREE LLC

By: _____
Name:
Title:

CENTURY ALUMINUM COMPANY

By: _____
Name:
Title:

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TAX INI <i>Brent Kirtley</i>
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IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

KENERGY CORP.

By: _____
Name: Gregory J. Starheim
Title: President and Chief Executive Officer

CENTURY ALUMINUM SEBREE LLC

By: Jason Young
Name: Jason Young
Title: Plant Manager

CENTURY ALUMINUM COMPANY

By: _____
Name:
Title:

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

KENERGY CORP.

By: _____
Name: Gregory J. Starheim
Title: President and Chief Executive Officer

CENTURY ALUMINUM SEBREE LLC

By: _____
Name:
Title:

CENTURY ALUMINUM COMPANY

By: _____
Name: Michael A. Bless
Title: President + CEO

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

TAX INDEM

Brent Kirtley

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1/31/2014

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