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**AMENDMENT NO. 1 TO
SECURITY AND LOCK BOX AGREEMENT**

Dated as of September 1, 2016

by and among

KENERGY CORP.,

EDF TRADING NORTH AMERICA, LLC,

CENTURY ALUMINUM OF KENTUCKY GENERAL PARTNERSHIP

and

U.S. BANK NATIONAL ASSOCIATION

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Talina R. Mathews
EXECUTIVE DIRECTOR**

Talina R. Mathews

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11/13/2016

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

AMENDMENT NO. 1 TO SECURITY AND LOCK BOX AGREEMENT

This AMENDMENT NO. 1 TO SECURITY AND LOCK BOX AGREEMENT, dated as of September 1, 2016 (this "Amendment"), is made by and among KENERGY CORP., a Kentucky electric cooperative corporation (together with its successors and assigns, "Kenergy"), EDF TRADING NORTH AMERICA, LLC, a Texas limited liability company (together with its successors and assigns, "EDF"), CENTURY ALUMINUM OF KENTUCKY GENERAL PARTNERSHIP, a Kentucky general partnership (together with its successors and assigns, "Century") and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Depository Bank"), to the Security and Lock Box Agreement, dated as of January 1, 2015. Kenergy, EDF, Century and the Depository Bank are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

PRELIMINARY STATEMENTS

A. Reference is made to the Security and Lock Box Agreement, dated as of January 1, 2015, among the Parties (the "Original Agreement"), pursuant to which (i) the Parties provide for the orderly application of amounts paid by Century to Kenergy and by Kenergy to EDF pursuant to the EDF Transaction Agreements (as defined in the Original Agreement) and (ii) EDF is granted for security for its payment obligations.

B. The Parties seek to amend the Original Agreement as set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Amendment.

(a) Section 4(b)(iii) of the Original Agreement is amended by deleting the wire transfer instructions in such section in their entirety and substituting the following in lieu thereof:

"Bank: Bank of America, NA
Bank ABA No. [REDACTED]
Account No. [REDACTED]
Beneficiary: EDF Trading North America, LLC; and then"

(b) Section 4 of the Original Agreement is amended by including the following as a new subsection (c):

"(c) A Party may modify the wire transfer instructions with respect to transfers to it by providing written notice to the other Parties to this Agreement in accordance with Section 14."

2. Effectiveness: Amendments. This Amendment shall be effective as of the date executed by all Parties. No provision of this Amendment may be amended, modified or waived, except by a written instrument executed by the Parties.

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3. Governing Law. Except to the extent that federal law or the laws of the state in which the Depository Bank is located govern the Account, this Amendment shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Kentucky, without regard to its conflicts of laws rules.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

5. Other Agreements. The terms and conditions of this Amendment are in addition to any deposit account agreements and other related agreements that Kenergy has with Depository Bank, including without limitation all agreements concerning banking products and services, treasury management documentation, account booklets containing the terms and conditions of the Account, signature cards, fee schedules, disclosures, specification sheets and change of terms notices (collectively, the "Deposit Agreements"). The provisions of this Amendment shall supersede the provisions of the Deposit Agreements only to the extent the provisions herein are inconsistent with the Deposit Agreements, and in all other respects, the Deposit Agreements shall remain in full force and effect. All items deposited into the Account shall be processed according to the provisions of the Deposit Agreements, as amended by this Amendment.

[Signatures Follow on Next Page]



IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

KENERGY CORP.

By: [Signature]
Name:
Title:

EDF TRADING NORTH AMERICA, LLC

By: [Signature]
Name: Brett McCarroll
Title: VP, Finance & Operations

CENTURY ALUMINUM OF KENTUCKY
GENERAL PARTNERSHIP
By: METALSCO, LLC, its managing General Partner

By: [Signature]
Name: Jesse E Gary
Title: President

U.S. BANK NATIONAL ASSOCIATION

By: [Signature]
Name:
Title:

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