

**AMENDMENT TO WHOLESALE POWER AGREEMENTS
DATED FEBRUARY 16, 1988 AND JUNE 11, 1962 BETWEEN
BIG RIVERS ELECTRIC CORPORATION AND KENERGY CORP.**

THIS AMENDMENT TO WHOLESALE POWER AGREEMENTS is dated as of the 30th day of November, 2000, by and between BIG RIVERS ELECTRIC CORPORATION, P.O. Box 24, 201 Third Street, Henderson, Kentucky 42420 ("Big Rivers"), First Party, and KENERGY CORP., P.O. Box 18, Old Corydon Road, Henderson, Kentucky 42419-0018 ("Kenergy"), Second Party, both parties being cooperative corporations organized and operating under KRS Chapter 279 and related chapters and sections of the Kentucky Revised Statutes.

WHEREAS, Big Rivers and Green River Electric Corporation ("Green River") have previously entered into an Amendment to Wholesale Power Agreements dated July 15, 1998 ("Wholesale Amendment") that amends certain agreements, as defined in the Wholesale Amendment ("Wholesale Agreements"); and

WHEREAS, Green River and Southwire Company ("Southwire") have previously entered into an Agreement for Electric Service dated July 15, 1998, and an Amendment No. 1 to Agreement for Electric Service dated July 15, 1998 (together, the "Agreement for Electric Service"); and

WHEREAS, Kenergy is the successor to Green River by consolidation effective on or about July 1, 1999, between Green River and Henderson Union Electric Cooperative Corp.; and

WHEREAS, Section 3.3 of the Wholesale Amendment provides that, after December 31, 2000, and through the expiration or earlier termination of the Agreement for Electric Service, Big Rivers will provide reactive power to Kenergy at no additional charge so

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long as Southwire's usage shall not exceed 164,185 kilovars when the metered demand is at or above 339,000 kilowatts, and further provides that whenever Southwire's recorded reactive power demand exceeds 164,185 kilovars, Kenergy shall purchase from a third party source or shall pay Big Rivers for Southwire's reactive power demand in excess of 164,185 kilovars, if available; and

WHEREAS, Kenergy expects that Southwire's reactive power demand recorded at the point of delivery specified in the Agreement for Electric Service in some months after December 31, 2000, may reach 242,190 kilovars, an excess of 78,005 kilovars over the amount of reactive power that Big Rivers has agreed to provide at no charge to Kenergy with respect to the power delivered by Kenergy to Southwire; and

WHEREAS, Big Rivers and Kenergy now desire to further amend the Wholesale Agreements, including the Wholesale Amendment, to reflect a mutually acceptable arrangement with respect to the expected reactive power demand of Southwire;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, the parties agree as follows:

1. Kenergy covenants to Big Rivers as follows:

1.1 Kenergy shall pay to Big Rivers the lump sum of Four Hundred Eighty Three Thousand Dollars (\$483,000), with such payment to be due at the later of (a) December 31, 2000 or (b) ten (10) days following the date upon which Big Rivers provides written notification to Kenergy that the last of the conditions necessary for the effectiveness of this Amendment has been satisfied.

2. Big Rivers covenants to Kenergy as follows:

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SECTION 9 (1)
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- 2.1 The terms and conditions set forth in Sections 2.2, 2.3, and 2.4 below shall become effective on the later of (a) January 1, 2001, or (b) the date on which this Amendment shall become effective, as set forth in Section 3 below, and shall thereafter remain in effect through the expiration or earlier termination of the Agreement for Electric Service.
- 2.2 Big Rivers agrees to provide to Kenergy in each month at no additional charge, up to 78,005 kilovars, in addition to the 164,185 kilovars set forth in Section 3.3 of the Wholesale Amendment, for an aggregate of up to 242,190 kilovars, with respect to Southwire's recorded reactive power demand.
- 2.3 In the event that Southwire's recorded reactive power demand in any month exceeds 242,190 kilovars, Big Rivers agrees to provide to Kenergy up to an additional 10,000 kilovars at a rate of \$0.1433 per kilovar per month, payable in accordance with the terms and conditions of the Wholesale Agreements, including the Wholesale Amendment.
- 2.4 In the event that Southwire's recorded reactive power demand in any month exceeds 252,190 kilovars, (a) Kenergy agrees to purchase the reactive power in excess of 252,190 kilovars from a third party source, or shall pay Big Rivers for such required amounts of reactive power, if available from Big Rivers, according to Big Rivers' filed rate, if any, or a rate negotiated with Big Rivers and (b) Kenergy acknowledges that such reactive power demand may be deemed a System Disturbance, as defined in and subject to the remedies set forth in the System Disturbance Agreement dated July 15, 1998, among Big Rivers, WKE Station Two Inc., Western Kentucky Energy Corp., Kenergy (as successor to both

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DEC 21 2000

PURSUANT TO S.C.R. 5:011,

SECTION 9 (1)

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Green River and Henderson Union Electric Cooperative Corp.), Alcan Aluminum Corporation, and Southwire.

3. This Amendment shall be effective on the date upon which the last of the following conditions precedent occurs:
1. This Amendment is approved by the Administrator of the Rural Utilities Service, if required; and
 2. This Amendment has been filed with and accepted or approved by the Kentucky Public Service Commission without modification; and
 3. The parties shall have received all other approvals, permits and consents necessary for the provision by Big Rivers to Kenergy of reactive power service as provided under this Amendment.
4. In its sole discretion, Big Rivers may cancel this Amendment immediately upon written notification to Kenergy in the event that Kenergy has failed to satisfy on a timely basis its payment obligation set forth in Section 1.1 above.

IN TESTIMONY WHEREOF, the parties hereto have executed this Amendment in multiple counterparts as of the date first hereinabove written.

BIG RIVERS ELECTRIC CORPORATION
By: [Signature]
President and CEO

PUBLIC SERVICE COMMISSION
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ATTEST:
[Signature]
Secretary

KENERGY CORP. DEC 21 2000

By: [Signature]
President and CEO

REGULATORY TO 907 KAR 5.011,
SECTION 9 (1)
BY: [Signature] BULL
SECRETARY OF THE COMMISSION

ATTEST:

Secretary