

**FIRST AMENDMENT
TO
AGREEMENT FOR INTERRUPTIBLE TIER 3 ENERGY
DATED JULY 29, 2002**

THIS AMENDMENT is entered into this 5th day of November, 2002, by and between KENERGY CORP., a Kentucky corporation organized under KRS Chapter 279 ("Kenergy"), and BIG RIVERS ELECTRIC CORPORATION, a Kentucky corporation ("Supplier" or "Big Rivers").

RECITALS

A. Kenergy and Big Rivers have entered into an Agreement for Interruptible Tier 3 Energy dated July 29, 2002 (the "Agreement") wherein the Supplier agreed to sell to Kenergy and Kenergy agreed to purchase from Supplier for resale to Alcan Aluminum Corporation ("Alcan") three (3) blocks of limited and fully interruptible Tier 3 Energy.

B. The rates, terms and conditions contained in the Agreement have been approved by the Kentucky Public Service Commission for resale by Kenergy to Alcan on the delivery dates therein defined.

C. Kenergy and Supplier now desire to amend the Agreement to modify the Base Rate for Block C Scheduled Energy for 2003.

THEREFORE, in consideration of the mutual covenants set forth below the parties agree as follows:

1. The Agreement is amended by adding the following new Section 5.05(g):

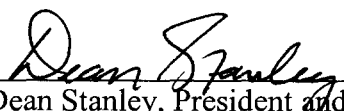
Pursuant to Section 5.05(d) the parties agree that the Base Rate for Block C Scheduled Energy from January 1, 2003 through December 31, 2003 shall be \$26.30 per MWh.

2. This Amendment shall become effective on the date it is executed and delivered by the Parties. Notwithstanding the effective date of this Amendment, the delivery obligations of Supplier and the purchase obligations of Kenergy for Block C Energy for 2003 are subject to the condition that the Parties have received all regulatory and other approvals, permits and consents necessary for the provision of Block C Energy under this Amendment, including Kentucky Public Service Commission approval of the modified Base Rate for Block C Scheduled Energy for 2003. As soon as all approvals have been satisfied, Kenergy shall promptly provide written notice to Alcan and Supplier that the condition has been satisfied. Unless waived by Supplier in writing, the condition contained in this Section 2 shall not be deemed satisfied until Supplier has received such notice. Each Party agrees to use reasonable diligence to satisfy the condition described in this Section 2. If the condition has not been satisfied by December 31, 2002, either Party may terminate this Amendment upon written notice to the other Party. Failure of any regulatory approval of the rates, terms and conditions contained in this Amendment shall not affect the previously approved rates, terms and conditions contained in the Agreement.

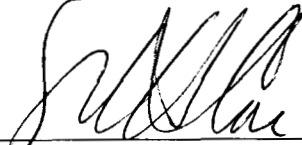
3. All other terms and conditions of the Agreement shall remain in full force and effect and shall apply to the provision of service under this Amendment.

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

KENERGY CORP.

By  _____
Dean Stanley, President and CEO

BIG RIVERS ELECTRIC CORPORATION

By 

Michael Core, President and CEO