

**PROTECTIVE RELAYS AGREEMENT**

Dated as of January 31, 2014

by and among

**BIG RIVERS ELECTRIC CORPORATION,**

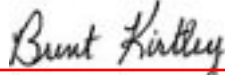
**KENERGY CORP.**

and

**CENTURY ALUMINUM SEBREE LLC**

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

**PROTECTIVE RELAYS AGREEMENT**

This PROTECTIVE RELAYS AGREEMENT ("Agreement") is made and entered into as of January 31, 2014, by and among BIG RIVERS ELECTRIC CORPORATION, a Kentucky electric generation and transmission cooperative ("Big Rivers"), KENERGY CORP., a Kentucky electric cooperative corporation ("Kenergy"), and CENTURY ALUMINUM SEBREE LLC, a Delaware limited liability company ("Century"). Big Rivers, Kenergy and Century are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

A. Century owns and operates an aluminum reduction plant in Robards, Kentucky (as further defined below, the "Sebree Smelter") and purchases electric services pursuant to a Retail Electric Service Agreement, dated July 1, 2009, with Kenergy (the "Existing Agreement").

B. Century acquired its interests in the Sebree Smelter and the Existing Agreement from Alcan Primary Products Corporation, a Texas corporation ("Alcan"), pursuant to an Asset Sale Agreement, dated April 28, 2013, and an Assignment and Assumption Agreement, dated as of June 1, 2013.

C. Alcan issued a notice of termination with respect to the Existing Agreement, dated January 31, 2013, and effective as of January 31, 2014 (the "Notice of Termination"). The Existing Agreement, as assigned by Alcan and assumed by Century, remains subject to the Notice of Termination, as confirmed in a Letter of Representations and Agreements, dated as of June 1, 2013, by and among Big Rivers, Kenergy, Century and Century Aluminum Company, a Delaware corporation, and the direct or indirect parent of Century ("Guarantor").

D. Kenergy is willing to supply and deliver, and Century is willing to purchase, electric energy and related services from the wholesale electric market, including pursuant to bilateral contracts, on the terms and conditions set forth in the Electric Service Agreement, dated as of the date hereof (as amended, the "Electric Service Agreement")

E. In connection with and as a condition to entry into the Electric Service Agreement, Kenergy and Big Rivers have agreed to enter into the Arrangement and Procurement Agreement, dated as of the date hereof (the "Arrangement Agreement"), to facilitate Big Rivers acting, at least initially, as the Market Participant (as defined below) to obtain electric energy and related services from the wholesale electric market, including pursuant to bilateral contracts, for resale by Kenergy to Century.

F. It is a condition precedent to the "Effective Date" (as defined in the Electric Service Agreement and the Arrangement Agreement) that Century shall have authorized, executed and delivered this Agreement to Kenergy and Big Rivers.

G. The Parties desire to enter into this Agreement to set forth the Parties' respective rights and obligations relating to protective relays and related equipment more particularly described in Exhibit A hereto (the "Protective Relays").

KENTUCKY  
PUBLIC SERVICE COMMISSION  
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EXECUTIVE DIRECTOR  
TARIFF BRANCH  
*Brent Kirtley*  
EFFECTIVE  
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

H. Century intends that any Protective Relays installed would support curtailment of Century's requirements for electric services, in certain circumstances, served under the Electric Service Agreement.

I. In satisfaction of the condition of Big Rivers and Kenergy set forth herein to the effectiveness of this Agreement, and to the Effective Date, Guarantor is entering into a Guarantee, dated as of the date hereof, for the benefit of Big Rivers and Kenergy ("the Guarantee"), guaranteeing to Big Rivers and Kenergy the payment, performance and all other obligations of Century arising out of or relating to this Agreement.

### AGREEMENT

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 in this Agreement and not defined in this Section 1.1 or otherwise herein have the meanings assigned to those terms in the Electric Service Agreement; *provided*, that if the Electric Service Agreement is terminated prior to the satisfaction in full of all obligations of the Parties hereunder, capitalized terms defined by reference to the Electric Service Agreement shall have the meanings at the time of termination. The rules of interpretation set forth in Section 1.2 of the Electric Service Agreement shall apply to this Agreement as though fully set forth herein.

1.1.1 AAA Rules: As defined in Section 6.4.2.

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

1.1.3 Alcan: As defined in the Recitals.

1.1.4 Approval: Any valid waiver, exemption, declaration, variance, franchise, permit, authorization, approval, consent, lease, ruling, tariff, rate, certification, license or similar order of or from, or filing or registration with, or notice to, or other action by, any Governmental Authority with jurisdiction over the matter in question.

1.1.5 Arrangement Agreement: As defined in the Recitals.

1.1.6 Big Rivers: As defined in the preamble to this Agreement.

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

1.1.8 Dispute: Any and all disputes, controversies and claims between or among the Parties and arising under, relating to or in connection with, this Agreement, in any manner whatsoever, whether in contract, in tort, or otherwise, and including any dispute or controversy regarding the existence, validity or enforceability of this Agreement.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
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brought by a Party or any of its parents, subsidiaries, affiliates, officers, directors or agents on the one hand, against a Party or any of its parents, subsidiaries, affiliates, officers, directors or agents, on the other hand.

- 1.1.9 Effective Date: As defined in the Recitals.
- 1.1.10 Electric Service Agreement: As defined in the Recitals.
- 1.1.11 Existing Agreement: As defined in the Recitals.
- 1.1.12 Guarantee: As defined in the Recitals.
- 1.1.13 Guarantor: As defined in the Recitals.
- 1.1.14 Harmonic Distortion: As defined in Section 5.1.
- 1.1.15 ICDR: As defined in Section 6.4.2.
- 1.1.16 Indemnified Liability: As defined in Section 3.1.
- 1.1.17 Indemnified Person: As defined in Section 3.1.
- 1.1.18 Kenergy: As defined in the preamble to this Agreement.
- 1.1.19 Notice of Termination: As defined in the Recitals.
- 1.1.20 Party or Parties: As defined in the preamble to this Agreement.
- 1.1.21 Phase Imbalance: As defined in Section 5.1.
- 1.1.22 Protective Relays: As defined in the Recitals.
- 1.1.23 Specifications: As defined in Section 2.4.
- 1.1.24 System Disturbance: As defined in Section 5.1.
- 1.1.25 Wholesale Transmission System: As defined in Section 5.1.
- 1.1.26 Work: As defined in Section 2.1.

## ARTICLE 2

### PROTECTIVE RELAYS

2.1 General. Century shall perform, or cause to be performed, all work and services necessary or appropriate to engineer, design, develop, procure, install, own, operate and maintain the Protective Relays (the "Work") in accordance with this Agreement and subject to the rights and obligations of Big Rivers and Kenergy set forth herein.

CENTURY PUBLIC SERVICE COMMISSION SUBJECT TO ORDER EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE <b>1/31/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

2.2 Standard of Care. Century shall perform the Work or cause the Work to be performed (a) in a professional, prudent, good and workman-like manner, (b) in a manner that minimizes to the extent commercially reasonable any adverse impact on the transmission facilities of Big Rivers and (c) in accordance with the terms of this Agreement, all Applicable Laws, all applicable Approvals of Governmental Authorities, consents of third parties obtained by any Party necessary in connection herewith, Good Utility Practice, including all applicable (i) engineering, environmental, construction and safety codes and standards, (ii) the terms of the insurance policies of Century relating to the Protective Relays, and (iii) the standards, rules and regulations of any Governmental Authority. If Big Rivers or Kenergy must obtain any consent from a third party relating to the Work, Big Rivers or Kenergy, as applicable, promptly shall notify Century of the need for such consent. Century shall not be responsible for performing any Work in accordance with any such consent until such consent has been obtained and the notice has been given to Century.

2.3 Schedule of Installation and Operation. Century may cause the Protective Relays to be installed and operational on or after the Effective Date . Failure of the Protective Relays to be installed and operational shall not (a) affect Century's obligations hereunder, (b) result in any liability of Kenergy or Big Rivers to Century or any other Person; or (c) delay the Effective Date . Notwithstanding anything herein to the contrary, each obligation of a Party hereunder that relates to the Work or the Specifications, or otherwise relate to the Protective Relays, shall not be effective prior to the time Century determines install the Protective Relays or otherwise undertake the Work.

2.4 Specifications. Century shall prepare or cause to be prepared all engineering and design drawings and specifications relating to the design, installation and operation and maintenance of the Protective Relays, including drawings, specifications and other documents necessary to (a) illustrate the scale and relationship of the components of the Protective Relays; (b) fix and describe engineering, structural, mechanical and electric systems of the Protective Relays; and (c) complete construction of the Protective Relays (collectively, the "Specifications"). Century shall submit the Specifications to Big Rivers in an electronic format designated by Big Rivers for its review and comment. Big Rivers shall use commercially reasonable efforts to review the Specifications expeditiously but in all cases within seven days of Big Rivers' receipt of the Specifications. Century shall accept and incorporate into the Specifications any comments of Big Rivers to the extent that such comments relate to compliance with the standards, rules and regulations of any Governmental Authority with jurisdiction relating to the Work.

2.5 No Approval or Reliance. As between Big Rivers and Kenergy, on one hand and Century on the other, with respect to any potential liability of Big Rivers for the Work or for the operation of the Protective Relays, Big Rivers' review of and comments with respect to the Specifications shall not constitute: (a) approval of the proposed Work or design of the Protective Relays or an evaluation or determination that the Specifications meet, or the Work or the proposed Protective Relays will meet or comply with, Section 2.2 or any other provision of their intended purpose; or (b) a waiver of, or release of Century from, any liability for omissions related to or arising out of the Specifications, the Work or the Protective Relays. Century shall retain all documentation applicable to the Protective Relays for a period of three years following the earlier of (i) cessation of operation of the Protective Rel

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termination of this Agreement. Century acknowledges and agrees that (A) Kenergy and Big Rivers are entering into this Agreement to accommodate Century's option to perform the Work if Century determines that the Protective Relays will serve Century's intended purpose, (B) neither Kenergy nor Big Rivers has undertaken or will undertake any evaluation or analysis as to whether the Protective Relays will have the results desired by Century, (C) neither Kenergy nor Big Rivers has any duty, fiduciary or otherwise, regarding the suitability of the Work or the Protective Relays for their intended purpose, including whether the Work or the Protective Relays will meet any applicable requirements of any Governmental Authority, and (D) it is not relying on Kenergy or Big Rivers for engineering, legal, regulatory, financial or other advice but instead is seeking and will rely on the advice of its own professionals and advisors for such matters.

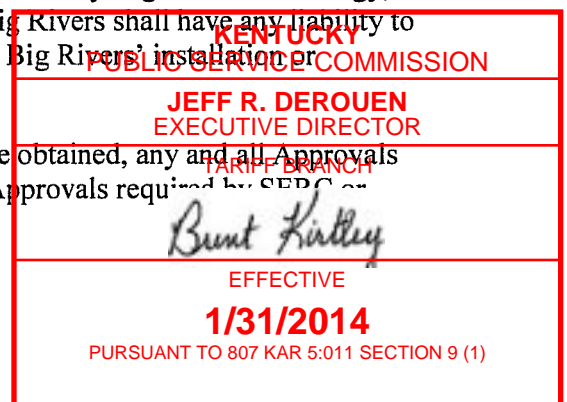
2.6 Certification and Seal. All engineering work performed or caused to be performed by Century pursuant to Section 2.1 requiring certification shall be certified, and all Specifications requiring sealing shall be sealed, by professional engineers licensed and properly qualified to perform such engineering services in all appropriate jurisdictions.

2.7 Location and Access. The Protective Relays shall be located on the real property owned by Century and located behind Century's meter at the Sebree Smelter. Neither Big Rivers nor Kenergy shall have any obligation to provide access to real estate or otherwise make available to Century any space for the Protective Relays or the Work.

2.8 Payments and Reimbursements. Century shall own the Protective Relays. Century shall directly pay for the Work and any other costs attributable to ownership of the Specifications, the Work and the Protective Relays. Century shall reimburse Big Rivers or Kenergy for all out-of-pocket costs and expenses incurred by Big Rivers or Kenergy, as applicable, relating to the Specifications, the Work and the Protective Relays within ten (10) Business Days of Century's receipt from Big Rivers or Kenergy, as applicable, of an invoice setting forth such costs in reasonable detail.

2.9 Coordination with Third-Parties. The Parties shall cooperate in good faith to submit to MISO and SERC, if applicable, a mutually agreeable proposal that: (a) Century be permitted to install Protective Relays to receive the Curtailable Load (as defined in the Electric Service Agreement); (b) permits when required to maintain electric reliability, MISO, NERC, SERC or any other Governmental Authority with jurisdiction over electric reliability to direct activation of the Protective Relays to curtail Century's load at the Sebree Smelter, down to the Base Load; (c) such direction shall be a specified, agreed communication to Big Rivers; and (d) Big Rivers shall promptly provide Century with notice of any such communication in procedures to be developed by the Parties. At Century's sole cost and expense, Big Rivers shall install and maintain communication equipment required by MISO or SERC to facilitate such communication. Except for the gross negligence or willful conduct by Big Rivers or Kenergy, Century acknowledges and agrees that neither Kenergy nor Big Rivers shall have any liability to any Person with respect to such communication equipment or Big Rivers' installation or operation thereof.

2.10 Approvals. Century shall obtain, or cause to be obtained, any and all Approvals necessary for the Work, including, if applicable, any and all Approvals required by SERC or



NERC, on or prior to the time such Approvals are required by Applicable Law to be duly obtained, given, accomplished or renewed, and all such Approvals shall be maintained in full force and effect and any conditions therein shall have been satisfied or waived. Century's obligations under this Section 2.10 shall include continuous compliance with all electric reliability standards, rules and regulations of SERC, NERC and FERC relating to the Work, including the ownership or operation and maintenance of the Protective Relays, or the performance of Century's obligations hereunder. Big Rivers and Kenergy shall cooperate with Century and support any requests for Approvals of Governmental Authorities required hereunder as long as Big Rivers and Kenergy have no objections to or concerns about the course of action proposed by Century with respect to any such Approval. Century shall be solely responsible for the contents of any such requests. Such cooperation shall include Big Rivers or Kenergy using reasonable commercial efforts to promptly submit on Century's behalf, if necessary, any request for such Approvals following completion thereof.

2.11 Protection of Persons and Property. Century shall be responsible for the safety and protection of its employees and agents and third parties, as well as its and their respective property, in connection with the performance of the Work. Century shall cause its employees and agents to comply with all safety programs relating to the Work. Other than due to its own gross negligence or willful conduct, neither Big Rivers nor Kenergy shall be held liable for any injury or death of any such Persons or any damage to any such personal property that may occur in connection with the performance of the Work.

2.12 Contractors. Notwithstanding any agreement with any contractor or subcontractor, as between Century, on one hand, and Big Rivers or Kenergy, on the other hand, Century is solely responsible for the Work and will not be excused from its obligations hereunder if any portion of the Work is defective, non-operational or not performed in accordance with the requirements of this Agreement. Century has complete and sole responsibility as a principal for its agents and all other Persons hired to perform or assist in performing the Work, including contractors.

2.13 No Agency. Nothing in this Agreement is intended by the Parties, and nothing in this Agreement shall be construed, to create an agency, partnership, joint venture or similar relationship between the Parties with respect to the Protective Relays or any Work.

2.14 Insurance. Century shall maintain (a) property insurance for the Protective Relays in an amount equal to the replacement cost thereof and (b) other insurance (including liability insurance) with respect to the Protective Relays and the Work in accordance with Good Utility Practice and Applicable Law. At the request of Big Rivers, Century shall provide information regarding the insurance program maintained by Century in connection with this Agreement, including certificates or other reasonable evidence of any required insurance coverage. The insurance coverage required to be maintained hereunder shall not limit, restrict or otherwise affect Century's liabilities in connection with this Agreement.

2.15 Guarantee. Century acknowledges and agrees that (a) the Guarantee has been entered into as a condition to the entry into this Agreement by Big Rivers and Kenergy, and (b) Century shall cause a Substitute Guarantee (as defined in the Guarantee) to be entered into in the circumstances required therefor under the Guarantee.

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2.16 Cessation of Smelting Operations; Survival. The Parties acknowledge and agree that (a) Century may permanently cease smelting operations at the Sebree Smelter, including ceasing operation of the Protective Relays, and (b) in such case, Century's obligations under Sections 2.3, 2.4, 2.6, and 2.14, the first sentence of each of Sections 2.7 and 2.8, and Article 5 shall terminate.

### ARTICLE 3

#### INDEMNIFICATION

3.1 Claims. In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant to this Agreement or under law or in equity, Century hereby agrees that it will pay, and will protect, indemnify, and hold harmless each of Big Rivers and Kenergy and each of its respective designees, agents and contractors, and all of their respective directors, officers and employees (each, an "Indemnified Person"), on an after-tax basis, from and against (and will reimburse each Indemnified Person as the same are incurred for) any and all losses, claims, damages, liabilities, costs or other expenses (including, to the extent permitted by Applicable Law, the reasonable fees, disbursements and other charges of counsel) to which such Indemnified Person may become subject, excluding such losses, claims, damages, liabilities, costs and other expenses due to Big Rivers or Kenergy's gross negligence or willful conduct, whether incurred directly or incurred based on claims of third Persons, arising out of or relating to the Specifications, the Work or the Protective Relays, whether arising before or after the date hereof, including any or all of the following (each, an "Indemnified Liability"):

3.1.1 The execution or delivery of this Agreement, or any agreement or instrument contemplated hereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder, including all obligations relating to the Specifications, the Work or the Protective Relays;

3.1.2 Any environmental liability related to or arising out of the Work or the Protective Relays;

3.1.3 Any liability relating to the Protective Relays or this Agreement resulting from (a) entry into this Agreement prior to the satisfaction or waiver of the conditions to the Effective Date, or (b) failure of such conditions to be satisfied or waived;

3.1.4 Damage to or destruction of any plant, machinery or equipment of any Person, including (a) relating to or arising out of the failure, inoperability, or unavailability for their intended purpose of, the Protective Relays, or (b) due to the inaccuracy, faultiness or inadequacy in any respect of the Specifications or the Work;

3.1.5 Fines, penalties or other consequences resulting from the failure of the Protective Relays to perform their intended purpose, including assessments of Governmental Authorities, including NERC or SERC, or the failure to obtain or maintain or satisfy any obligations relating to, any required Approval;

3.1.6 Any liability relating to or arising out of the installation or maintenance of the communication equipment to be installed pursuant to Section 2.9;

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3.1.7 The out-of-pocket costs to obtain any consent of a third party necessary for the performance of the Work or the obligations of the Parties hereunder; or

3.1.8 Any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing Subsections 3.1.1 through 3.1.7, whether based on contract, tort or any other theory, whether brought by any third party or by Century or otherwise, and regardless of whether any Indemnified Person is a party thereto, such Subsections 3.1.1 through 3.1.7 including, to the extent permitted by Applicable Law, the fees of counsel selected by such Indemnified Person incurred in connection with any investigation, litigation or other proceeding or in connection with the recovery of costs under the provisions of this Section 3.1.

3.2 Primary Indemnity. Except to the extent there is insurance coverage available, no Indemnified Person shall be obligated to pursue first any recovery under any other indemnity or reimbursement obligation before seeking recovery under the indemnification and reimbursement obligations of Century under this Agreement.

3.3 Payments.

3.3.1 All sums paid and costs incurred by any Indemnified Person with respect to any matter indemnified hereunder shall bear interest at the Prime Rate. Each such Indemnified Person shall promptly notify Century in a timely manner of any such amounts payable by Century hereunder; *provided*, that any failure to provide such notice shall not affect Century's obligations under this Article 3.

3.3.2 Any amounts payable by Century pursuant to this Article 3, shall be payable within the later to occur of (i) ten (10) Business Days after Century receives an invoice for such amounts from any applicable Indemnified Person, and (ii) five (5) Business Days prior to the date on which such Indemnified Person expects to pay such costs on account of which Century's indemnity hereunder is payable, and if not paid by such applicable date shall bear interest at the Prime Rate from and after such applicable date until paid in full.

3.3.3 If any portion of any amounts invoiced hereunder is disputed by Century, the disputed amount must be paid, under protest, when due. If the disputed amount of the payment is found to be incorrect, Kenergy or Big Rivers, as applicable, shall promptly cause to be refunded to Century the amount that was not then due and payable, together with interest at the Prime Rate commencing on the first day after the date of payment and accruing on each day thereafter until the date the refund is made.

3.4 Survival. The provisions of this Article 3 shall survive termination of this Agreement and shall be in addition to any other rights and remedies of any Indemnified Person.

3.5 Subrogation. Upon payment by Century pursuant to this Article 3 of any claim under Section 3.1 in respect of any Indemnified Liability, Century, without any further action, shall be subrogated to any and all claims that the applicable Indemnified Person may have relating thereto, and such Indemnified Person shall at the request and expense of Century cooperate with Century and give at the request and expense of Century such further assurances as are necessary or advisable to enable Century vigorously to pursue such claims.

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ARTICLE 4

REPRESENTATIONS AND WARRANTIES

Each Party hereby represents and warrants to each other Party as of the date hereof as follows:

4.1 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.

4.2 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.

4.3 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 that, 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.

4.4 Approvals. Except as set forth on Exhibit B, 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.

4.5 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 that: (a) questions the validity of this Agreement or the ability of such Party to perform its obligations hereunder, (b) affects or relates to any Approval relating to the Work or the Protective Relays, or (c) if determined adversely to such Party, would materially adversely affect its ability to perform under this Agreement.

4.6 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.

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**ARTICLE 5**  
**SYSTEM DISTURBANCES**

5.1 General. Century shall not use the Protective Relays or perform the Work in such manner as to cause a "System Disturbance." A "System Disturbance" is a use of electric power and energy that directly or indirectly results in a risk of harm to any Person or material damage to or interference with the transmission system of a wholesale power supplier of Kenergy or the transmission system of Big Rivers (the "Wholesale Transmission System"), a system connected with the Wholesale Transmission System or facilities or other property in proximity to the Wholesale Transmission System, or the plant, facility, equipment or operations of any other Person served directly or indirectly from the Wholesale Transmission System. A System Disturbance includes, but is not limited to "Harmonic Distortion" and "Phase Imbalance." A "Harmonic Distortion" is a level of current harmonic total demand distortion measured at the Delivery Point that exceeds the limits on total demand distortion described in IEEE Standard 519, Section 10. A "Phase Imbalance" is a use of capacity and energy in such a manner that causes a current imbalance between phases greater than 5% at the Delivery Point.

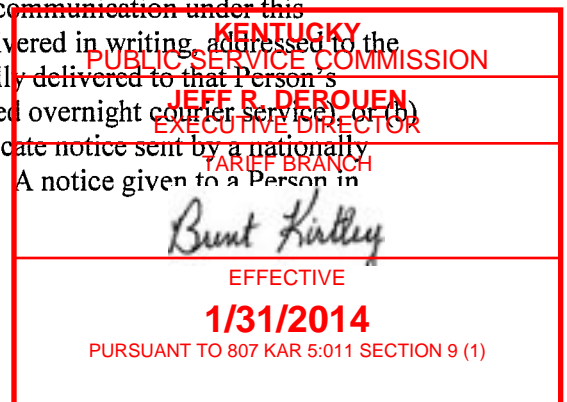
5.2 Changes. Kenergy or Big Rivers may require and Century shall, at Century's expense, make such changes in the Protective Relays as may be reasonably necessary to eliminate System Disturbances. If Century's use of power and energy creates an imbalance between phases that causes a System Disturbance, and Century fails to make changes in the Protective Relays requested by Big Rivers or Kenergy to correct such condition, in addition to any other available remedies, Big Rivers or Kenergy may, in its determination of billing demand, assume that the load on each phase is equal to the greatest load on any phase.

**ARTICLE 6**  
**MISCELLANEOUS**

6.1 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.

6.2 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 any subsequent breach of the same or any other term, covenant or condition contained herein.

6.3 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 6.3 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 such day is a Business Day, or 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 6.3, the address of a Party is the address set out below or such other address that that Party may from time to time deliver by notice to the other Party in accordance with this Section 6.3:

If to Big Rivers: Big Rivers Electric Corporation  
201 Third Street  
Henderson, Kentucky 42420  
Attn: President and CEO  
Fax: (270) 827-2558

If to Kenergy: Kenergy Corp.  
P.O. Box 18  
Henderson, Kentucky 42419-0018  
Attn: President and CEO  
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, Illinois 60606  
Attn: General Counsel  
Fax: (312) 696-3102

6.4 Dispute Resolution.

6.4.1 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.

6.4.2 Absent resolution of the Dispute pursuant to Section 6.4.1, and subject to a minimum amount in controversy of \$100,000.00, the Parties shall submit the matter to be settled subject to Section 6.4.9, by binding arbitration by a tribunal of three (3) arbitrators constituted and acting under the International Arbitration Rules then in effect of the International Center for

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN,  
EXECUTIVE DIRECTOR**

PARIS BRANCH

*Brent Kirtley*

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

Dispute Resolution (“ICDR”) of the American Arbitration Association (the “AAA Rules”), in accordance with the following terms and conditions:

- (a) In the event of any conflict between the AAA Rules and the provisions of this Agreement, the provisions of this Agreement shall apply.
- (b) The ICDR shall administer the arbitration.
- (c) The seat of arbitration shall be Henderson, Kentucky, unless otherwise agreed by the Parties, and the fact that hearings are held elsewhere shall not affect the seat of arbitration.

6.4.3 Subject to Sections 6.4.1 and 6.4.2, any Party may pursue any remedy available at law or equity with respect to any dispute or breach under this Agreement. Nothing in this Agreement shall expand or reduce the jurisdiction of any Governmental Authority.

6.4.4 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 6.4.4(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 6.4.4(a) and 6.4.4(b), each arbitrator selected pursuant to this Section 6.4.4 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.

6.4.5 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, and 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.

6.4.6 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.

6.4.7 The award of the arbitration tribunal shall be subject to appeal or request for rehearing pursuant to Section 6.7.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>APPEAL REQUEST EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
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6.4.8 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 that 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.

6.4.9 Except for arbitration proceedings pursuant to this Section 6.4, 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 6.7, and any such request shall not be deemed incompatible with this Agreement to arbitrate or constitute a waiver of the right to arbitrate.

6.5 Successors and Assigns.

6.5.1 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 6.5.4, and except that, subject to satisfaction of the conditions of Section 6.5.2, assignment may be made by a Party to such Person as acquires all or substantially all the assets of the assigning Party or that 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.

6.5.2 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.

6.5.3 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.

6.5.4 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

KENTUCKY  
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JEFF R. DEROUEN  
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*Brent Kirtley*  
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trust or indentures) on or security interests in its interest under this Agreement in connection with the general financing of its assets or operations.

6.6 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.

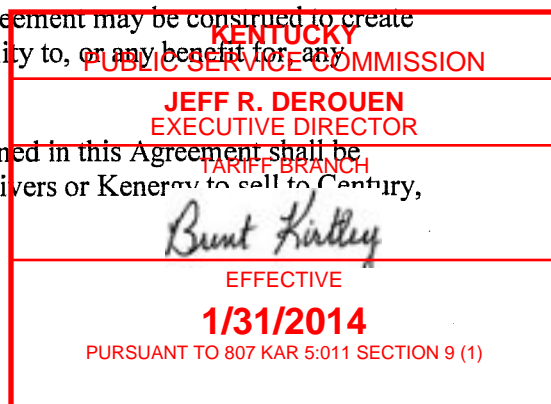
6.7 Jurisdiction. Subject to Section 6.4, the Parties hereby agree that the courts of the Commonwealth of Kentucky will have exclusive jurisdiction over any and all Disputes, *provided* that the subject matter of such Dispute is not a matter reserved to the U.S. federal judicial system (in which event 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 6.7 and any claim that such action, suit or proceeding brought in accordance with this Section 6.7 has been brought in an inconvenient forum. Nothing in Section 6.4 or this Section 6.7 prohibits a Party from referring to FERC or any other Governmental Authority any matter properly within its jurisdiction. Nothing in this Agreement shall limit or expand the jurisdiction of any Governmental Authority over Kenergy or Big Rivers. 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 6.4, or any action or proceeding arising under or relating to such arbitration, at the address set forth in Section 6.3, and agrees that such service shall be, for all purposes, good and sufficient.

6.8 Good Faith Efforts. The Parties agree that each will in good faith take all reasonable actions within their reasonable control as are necessary to permit each other Party to fulfill its obligations under this Agreement; *provided* that no Party will be obligated to expend money or incur material economic loss in order to facilitate performance by any other Party. Where the consent, agreement, or approval of any Party must be obtained hereunder, such consent, agreement or approval may not be unreasonably withheld, conditioned, or delayed unless otherwise provided herein. Where any Party is required or permitted to act or fail to act based upon its opinion or judgment, such opinion or judgment may not be unreasonably exercised. Where notice to any Party is required to be given herein, and no notice period is specified, reasonable notice shall be given.

6.9 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.

6.10 Third-Party Beneficiaries. Nothing in this Agreement may be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

6.11 No Power Sales Commitment. Nothing contained in this Agreement shall be deemed to be or create an agreement or commitment of Big Rivers or Kenergy to sell to Century,



or an agreement of Century to purchase from Big Rivers or Kenergy, any electric energy or ancillary or related services, including reactive power.

6.12 Severability. Any term or provision of this Agreement that 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.

[Signatures Follow on Next Page]

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

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

BIG RIVERS ELECTRIC CORPORATION

By: Mark A. Bailey  
Name: Mark A. Bailey  
Title: President and Chief Executive Officer

KENERGY CORP.

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

CENTURY ALUMINUM SEBREE LLC

By: \_\_\_\_\_  
Name:  
Title:

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

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

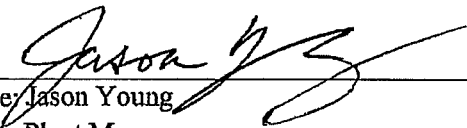
**BIG RIVERS ELECTRIC CORPORATION**

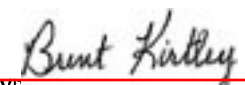
By: \_\_\_\_\_  
Name: Mark A. Bailey  
Title: President and Chief Executive Officer

**KENERGY CORP.**

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

**CENTURY ALUMINUM SEBREE LLC**

By:   
Name: Jason Young  
Title: Plant Manager

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



**EXHIBIT A**

**PROTECTIVE RELAYS**

The Protective Relay System will be designed to allow reductions in load at the Sebree Smelter consistent with a MISO Operating Guide. It may require manual or automatically implemented system or a combination of both.

OHSUSA:754659936.5

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TARIFF BRANCH  <i>Brent Kirtley</i>
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**EXHIBIT B**

**REQUIRED CONSENTS**

SERC approval is required only for a special protective system that affects the bulk electric system. No approval is required by MISO, but MISO will review this Agreement as part of its verification or confirmation of the Curtailable Load to be permitted under the Electric Service Agreement and Attachment Y to MISO's Open Access Transmission Tariff.

OHSUSA:754659936.5

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
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