

All previous issues of CSXT 13958 are cancelled as  
of the effective date shown below.

# CSX TRANSPORTATION

## PRIVATE PRICE LIST & CONTRACT CSXT 13958

### KENTUCKY POWER CO

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### COAL

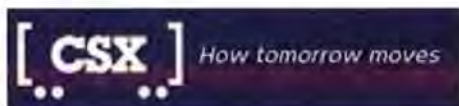
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Any change to prices will be shown in amendments to or a reissue of this document, or through advanced notification.

**EFFECTIVE:** January 1, 2015  
(except as otherwise set forth herein)

**EXPIRATION:** June 30, 2015

CSX TRANSPORTATION  
COAL  
[www.ShipCSX.com](http://www.ShipCSX.com)  
Jacksonville, FL 32202



January 6, 2015

**CSX TRANSPORTATION**  
**PRIVATE PRICE LIST & CONTRACT CSXT 13958**

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| <b>ABBREVIATION</b> | <b>NAME OF CARRIER</b>   |
|---------------------|--------------------------|
| CSXT .....          | CSX TRANSPORTATION, INC. |

**RAIL TRANSPORTATION CONTRACT PURSUANT TO 49 U.S.C. § 10709**

**CSX TRANSPORTATION  
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**RECITAL**

Industry (defined below) seeks transportation services from the Carrier(s). Industry and Carrier(s) have agreed for the services to be provided as described below on the terms, conditions and rates set forth in this Contract.

**AGREEMENT**

In consideration of the promises, mutual covenants herein set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. PRIVATE PRICE LIST & CONTRACT:** This Private Price List & Contract CSXT 13958, including PvtCont CSXT 13958 (0) workbook (the "Workbook") and any other attachments (this "Contract"), is a rail transportation contract made pursuant to 49 U.S.C. § 10709, among CSX Transportation, Inc. ("CSXT"), each other Carrier, if any, and KENTUCKY POWER CO ("Industry").

**2. EFFECTIVE DATE AND TERM:** This Contract shall, when accepted as hereinafter provided, become effective as of January 1, 2015 (the "Effective Date") and shall expire on June 30, 2015 (the "Termination Date"). The period between the Effective Date and the Termination Date of this Contract shall be the "Term". The rights and obligations set forth in this Contract shall become binding on Industry and Carrier when Industry accepts and agrees to the provisions of this Contract by (i) providing written or electronic acknowledgement of agreement with the provisions of this Contract, including, without limitation, by facsimile or electronic mail, to CSXT, (ii) tendering or causing the tender of a shipment with a Uniform Straight Bill of Lading or similar shipping instruction (collectively, the "Shipment Instruction") that refers to this contract number (i.e., CSXT 13958), or (iii) the payment by Industry of an invoice which is based upon the rates set forth herein. Industry and each Carrier hereby agree that delivery of an electronic communication from a party to CSXT acknowledging agreement with the terms and provisions of this Contract, shall be effective as delivery of an original manually executed counterpart of this Contract, provided, that such electronic communication shall not purport to add, amend or alter any of the terms of this Contract.

Any party may terminate this Contract upon thirty (30) days written notice. Rates and prices in this Contract are subject to adjustment upon Amendment.

**3. TRANSPORTATION PARTICULARS:** This Contract governs certain movements of COAL. Carrier(s) agree(s) to provide rail contract carriage transportation service with reasonable dispatch for Industry at the rates and subject to the additional terms and conditions set forth in the Workbook.

Industry represents and warrants to Carrier that, as of the time of tender of the Commodity for transportation, Industry is the owner of the Commodity or that Industry has been duly authorized for or on behalf of the owner of the Commodity to arrange for the transportation of the Commodity, including to agree to the provisions of this Contract limiting CSXT's liability for any loss, damage or delay to the Commodity and any releases included in or incorporated into this Contract. Industry agrees to release, indemnify and hold Carrier harmless for any and all claims, demands, judgments, causes of action, settlements and/or attorney's fees resulting from Industry's breach of the warranty in this paragraph (collectively "Claims"), and Industry shall not settle any Claims, in its capacity as an indemnitor of Carrier pursuant to this paragraph, without the prior written consent of Carrier, which consent shall not be unreasonably withheld.

**RAIL TRANSPORTATION CONTRACT PURSUANT TO 49 U.S.C. § 10709**

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**4. DESCRIPTION AND INSPECTION:** Prior to each tender of freight, Industry or its agent shall provide the originating Carrier with a Shipment Instruction. The description of commodity(s) on the Shipment Instruction shall conform to the Standard Transportation Commodity Code (STCC) and show the appropriate STCC Number(s). When different prices are provided for the same commodity(s) according to the type of packing or package, the type of packing or package must be shown. Carrier(s) reserve the right to inspect shipments to determine applicable prices. When the commodity(s) are found to be incorrectly described, freight charges will be collected according to the proper description and pursuant to the applicable agreement, publication or other document. Industry will add the following to each Shipment Instruction:

"Subject to Contract CSXT 13958"

**5. SHIPPING LIMITATIONS:** The name of only one Consignor, one origin, one Consignee and one destination shall appear on a Shipment Instruction.

**6. LOADING AND UNLOADING:** Industry and its agents shall be responsible for the loading and unloading of cars in accordance with this Contract, including all terms, conditions, all appropriate AAR commodity loading publications, and all applicable governmental, industry and Carrier policies.

**7. CAR SUPPLY:** If a Carrier is to furnish cars, such Carrier will do so on a non-guaranteed basis subject to availability and distribution considerations. If Industry is to furnish cars, Industry will obtain any necessary OT5 authority. Carrier(s) will not be liable for, and Industry shall hold Carrier(s) harmless against, mileage, per diem or other charges in connection with the use of Industry furnished cars, except to the extent provided otherwise in the Workbook.

**8. INCORPORATION OF DOCUMENTS; CONFLICT IN TERMS AND CONDITIONS:** This Contract incorporates the provisions of the Uniform Straight Bill of Lading, as well as each Carrier's tariffs, publications, applicable statutes and regulations, AAR and other industry standards, requirements and procedures, (including, without limitation, the Bureau of Explosives BOE 6000-series, Directory of Hazardous Materials Shipping Description (Issued by RAILINC), Official Railroad Station List OPSL 6000-series, Official Railway Equipment Register RER-series, Standard Transportation Commodity Code STCC 6001-series, Uniform Freight Classification UFC 6000-series, Publication CSXT 8100 and Tariff CSXT 8200), that would apply if this Contract did not exist, as of the date of shipment tender. The other provisions of this Contract control in case of any conflict. The Shipment Instruction is solely for the purpose of describing the transportation being ordered, and any additional or conflicting terms contained therein are void and have no effect. To the extent any of the foregoing may be specifically listed or referenced in the Contract, the listing or reference shall include all changes, additions, and replacements of the listed or referenced items in effect at the relevant time in this Contract.

**9. PARTICIPATING CARRIERS:** Industry acknowledges that it may not be party to, and may not have access to, any Agreements for the divisions of rates or revenues associated with this Contract. Participating Carriers other than CSXT acknowledge that they may not be party to, and may not have access to, any amendments adding rates they do not participate in or the Workbook associated with this Contract. Such Participating Carriers should reference their respective Rate/Revenue Agreements for particulars.

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**10. ADDITIONAL TERMS:**

- **RATE ADJUSTMENT:** This section has been intentionally left blank.
  
- **FUEL RATE ADJUSTMENT:** In the event that the monthly average price per gallon of highway diesel fuel (as determined below, the "HDF Average Price") equals or exceeds 200.0 cents, CSXT will apply a mileage-based fuel adjustment to the linehaul rates and charges provided for in this Contract or publication. The fuel adjustment will be applied to each shipment having a bill of lading or other shipping instruction dated on or after the first day of the second calendar month following the calendar month of a given HDF Average Price determination.

The "HDF Average Price" for a month will be the average price for that month of U.S. No. 2 Diesel Retail Sales by All Sellers, as determined and published by the U.S. Department of Energy, Energy Information Administration ("DOE-EIA"). That average price will, in calculating the HDF Average Price, be rounded to the nearest 1/10<sup>th</sup> of a cent applying conventional rounding principles. The fuel adjustment will be 1 cent per mile per railcar for every 4 cents per gallon, or portion thereof, by which the HDF Average Price for the calendar month two months prior to the calendar month of shipment exceeds 199.9 cents.

The DOE-EIA publication referenced above can currently be found at [www.eia.doe.gov](http://www.eia.doe.gov). On the home page select "Petroleum;" under "Prices" select "Weekly Retail Gasoline and Diesel Prices;" for the "Area" select "U. S.;" for the "Period" select "Monthly" then refer to the data on the line entitled "Diesel (On-Highway)." Monthly data is normally published Wednesday after the last Monday of a given month. If DOE-EIA ceases publication of the above information, CSXT will employ a suitable substitute source of price or measure.

The mileage to be applied in calculating the fuel adjustment will be based on rail miles between origin, interchange(s) and destination, and can be found at [www.csx.com](http://www.csx.com). On the home page select "Customers;" select "Prices, Tariffs, Fuel Surcharge;" select "Fuel Surcharge;" then select "Mileage" and follow the instructions provided. Registration will be required to use the ShipCSX functions.

**11. PAYMENT OF CHARGES – EXTENSION OF CREDIT:** Payment of all rates and charges that may accrue and become due from Industry to CSXT in connection with this Contract shall be made within the timeframes set forth in, and subject to the finance charges, late charges, and other provisions of Section 6 of Publication CSXT 8100 except as may otherwise be set forth in a credit agreement between the parties. Information regarding the establishment of credit with CSXT and arrangements for electronic payment of rates and charges is available among those same provisions. If Industry fails to pay all rates and charges as required by this paragraph, CSXT may, without limitation, cancel or suspend its performance under, or terminate this Contract. Industry may not set off or withhold any payment due under this Contract in any dispute with any Carrier.

**12. SWITCHING ABSORPTION:** Except as may be otherwise provided in the Workbook, CSXT will absorb the switch charge, or a portion thereof, of the railroad serving the actual loading point at Origin and/or the actual unloading point at Destination as may be provided in Section 4 of Publication CSXT 8100. Movements to or from such points will be automatically deleted from this Contract, if the associated switch service is terminated.

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**13. COMMODITY APPROPRIATE TERMS:** This section intentionally left blank.

**14. DAMAGE CLAIMS:** Claims for loss, damage or delay for Shipments tendered pursuant to this Contract shall be governed by the provisions of Section 7 of Publication CSXT 8100.

**15. AGENT:** For purposes of this Contract, any third party performing any obligation of Industry or a Carrier is considered to be such party's agent. Industry acknowledges and agrees that it shall be responsible for any charges or damages incurred or caused by its agents in connection with this Contract. For the avoidance of doubt, no Carrier is an agent of any other Carrier.

**16. CONFIDENTIALITY:** The provisions of this Contract are considered confidential and may not be disclosed to a third party without the consent of the other party(s) except: (a) as required by statute, regulation or valid court order, (b) to a parent, affiliate or subsidiary company or (c) to an auditing firm or legal counsel that are bound by confidentiality provisions no less protective than those in this Section 16. In addition to the foregoing exceptions, any party may also disclose to any and all persons who have a legitimate purpose in reviewing the tax treatment and tax structure of the Contract all materials of any kind (including opinions or other tax analyses) that are provided to the disclosing party relating to such tax treatment and tax structure. If this paragraph is breached, then this Contract may be terminated by any non-disclosing party upon notice to the other party(s). This Section 16 shall survive the expiration or termination of this Contract for a period of two (2) years.

**17. FORCE MAJEURE:** A party shall be excused from its performance if and to the extent prevented or delayed by the following natural or deemed force majeure conditions: Act of God; authority of law; weather impediments; fire; explosion; labor disputes; embargo; war; insurrection; threatened or actual act of terrorism; derailment; or other like causes beyond its control. A downturn in the economy is not a force majeure condition. The Term shall not be extended due to the force majeure condition. The party claiming force majeure shall notify all other parties as soon as practical upon the beginning and ending of the force majeure condition.

**18. MISCELLANEOUS:**

- Carrier(s) may, subject to any required regulatory approval, discontinue service on, or abandon the rail line that services any Origin or Destination during the Term. Such discontinuance or abandonment shall result in the automatic deletion of the applicable Origin or Destination from this Contract at no liability to Carrier(s) as of the date of such discontinuance or abandonment.
- If the rail line serving an Origin or Destination is sold or leased by Carrier(s) to a new operator, this Contract will continue, but only if the Contract is assumed by the new operator.
- Unless restricted, shipments reaching destination but not unloaded (for reasons other than the Carriers' errors), may be returned to the original shipping point via the reverse route at the same price and conditions, unless a lower price exists for such return shipments.

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- Rates and prices in this Contract or any other rate authority may not be used to make a combination of rates or prices that lower the through prices in this Contract.
- Except as otherwise noted, ancillary charges contained in Publication CSXT 8100 and Tariff CSXT 8200 as of the date of shipment tender shall apply.
- Notwithstanding anything to the contrary herein, no party shall have any liability, including pursuant to any Damage Claim, for indirect, special, consequential or punitive damages.
- The waiver of any provision in this Contract must be in writing. Failure to enforce any provision is not a waiver.
- When proportional rates in this Contract are used to construct through rates beyond the geographic scope of this publication on a through Shipment Instruction, the proportional rates set forth in this Contract will be assessed and billed separately from any other portions of the resulting combination rate.
- Claims for overpayment of charges must be in writing and received by Carrier no later than one year after delivery or tender of delivery of shipment. Any lawsuit for overpayment of charges must be filed within two years after delivery or tender of delivery of shipment. Any claim or lawsuit not filed within the periods set forth in the preceding sentence or under thirty-five dollars (\$35) per Shipment Instruction is waived by Industry.
- This Contract may not be assigned without the written consent of the parties. Notwithstanding the foregoing, this Contract will automatically inure to the successors by merger, consolidation or sale of substantially all of the assets of the parties.
- Industry and Carrier(s) agree that there are no intended third party beneficiaries to this Contract.
- Paragraph titles are for the convenience of the parties and are not substantive in nature.
- This Contract is the result of the mutual negotiation of the parties and shall not be construed against any of them as the drafter. Industry represents and warrants to Carrier that, as of the time of tender of the Commodity for transportation, Industry will be the owner or be duly authorized to arrange for the transportation of the Commodity, including without limitation, the authority to agree to the terms and provisions of this Contract and any limitation of liability and/or indemnification included in or incorporated into this Contract.
- All notices between the parties must be in writing and sent to the parties by First Class U.S. Mail, express carrier or electronic mail. If to Carrier, notices should be sent to the Director, Commercial Administration, 500 Water Street - J865, Jacksonville, FL 32202 or CSXTMktgSvcs@csx.com. If to Industry, notices will be sent to any names and addresses made available to Carriers by Industry and the names and addresses registered on ShipCSX to receive notices regarding their contracts.

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- Prices or rates are stated and payable in U.S. currency unless shipment is wholly within Canada, in which case prices or rates are stated in Canadian currency.

**19. ENTIRE UNDERSTANDING:** This Contract represents the entire understanding of the parties, may not be modified without their written consent, shall be construed (except for matters referring to or traditionally governed by or construed under federal laws, regulations, or case law) according to the laws of the State of Florida without regard to its conflict of laws rules, and has been duly approved by authorized representatives of the parties.

**[END OF DOCUMENT]**

**RAIL TRANSPORTATION CONTRACT PURSUANT TO 49 U.S.C. § 10709**



CSXT Railroad Transportation PvtCont CSXT 13958 (0)  
KENTUCKY POWER CO

|   | F  | H      | I            | K           | L          | O              | P               | R     | S      | T    | V                | W                  | X                                 | Y             | Z           | AA            |
|---|--|--------|--------------|-------------|------------|----------------|-----------------|-------|--------|------|------------------|--------------------|-----------------------------------|---------------|-------------|---------------|
| 1 | PvtCont CSXT 13958 (0) Price List  |        |              |             |            |                |                 |       |        |      |                  |                    |                                   |               |             |               |
| 2 | KENTUCKY POWER CO  |        |              |             |            |                |                 |       |        |      |                  |                    |                                   |               |             |               |
|   | To filter column data: Select row / box #6. Next, go to top menu bar & click on Data; then Filter; then Auto Filter. Click on "Pub. Version" column & select the highest number to view the latest changes |        |              |             |            |                |                 |       |        |      |                  |                    |                                   |               |             |               |
| S | STCC   | Origin | Origin State | Destination | Dest State | Effective Date | Expiration Date | Route | Rate   | Unit | Min Weight (lbs) | Prepaid or Collect | Fuel Rate Adjust (see provisions) | Mileage Allow | Pub Version | Updated (Y/N) |
| 7 | SOLID FUECO - BIG SANDY  |        | KY           | LOUISA      | KY         | 11/1/2015      | 6/30/2015       | CSXT  | \$7.10 | PT   |                  | BOTH               |                                   | NONE          |             | 0 Y           |

**MOTOR CARRIER CONTRACT**

**CONTRACT NO:** Tr14009 (CONTRACT)

**DATE:** August 4, 2014

**ISSUED BY:** Kentucky Power Company (BUYER)

**TO CARRIER:**

BWC Trucking Company, Inc. (CARRIER)  
164 State Route 650  
Ironton, OH 45638  
Attention: Beth Pugh  
Phone: 740-532-5188

**DESCRIPTION OF WORK:**

CARRIER shall provide trucking services to BUYER to haul coal from the Origin Point to the Destination Point as identified below ("Work"):

| Origin Point                 | Destination Point                    | Rate           |
|------------------------------|--------------------------------------|----------------|
| Keystone Dock <sup>(1)</sup> | Big Sandy Power Plant <sup>(2)</sup> | \$6.25 per ton |

- (1) Located in Ironton, Ohio
- (2) Located in Louisa, Kentucky

Tonnage amount to be shipped by CARRIER each month will be provided by BUYER prior to the beginning of each month. CARRIER shall provide, at its own cost, the necessary equipment needed to efficiently complete any transportation services requested by BUYER. All equipment shall meet or exceed the minimum operational safety standards and shall comply with all legal load limits as established by all Federal and State regulatory agencies.

Weights to be used for payment hereunder shall be determined by BUYER's certified truck scales. All scales shall be certified in accordance with NIST Handbook 44. BUYER reserves the right to use any other scale should the scales be deemed to be inoperable.

**COMPENSATION:**

In consideration for the Work to be provided to BUYER by CARRIER under this CONTRACT, the BUYER shall pay CARRIER at the Rate per ton as provided for herein. Payment shall be complete compensation for all CARRIER's Work including, but not limited to, labor, materials, tools, equipment, fuel, supervision, profit and taxes. BUYER shall pay CARRIER within thirty (30) days of receipt of invoice from CARRIER.

**TERM OF CONTRACT:**

Work shall be started on 08/11/2014 and satisfactorily completed on or before 12/31/2014 ("Term"). At BUYER's option, the Term of this CONTRACT can be extended for a period of up to three (3) months.

**MOTOR CARRIER CONTRACT GENERAL TERMS AND CONDITIONS**

**MAIL INVOICES TO:**

American Electric Power Service Corporation  
155 W. Nationwide Blvd., Suite 500  
Columbus, OH 43215  
Attention: Fuel Accounting

MOTOR CARRIER CONTRACT GENERAL TERMS AND CONDITIONS are attached hereto and made a part of this CONTRACT and by signing below, CARRIER agrees to the terms and conditions.

**BUYER:**

By: J. C. Dial

Jeffrey C. Dial <sup>BNC</sup>  
Manager – Marketing, Transportation & Logistics  
American Electric Power Service Corporation,  
as agent for Kentucky Power Company

**CARRIER:**

By: Randy Kelley for Blue Trucking Co  
Name: Randy Kelley  
Title: PRESIDENT

**MOTOR CARRIER CONTRACT GENERAL TERMS AND CONDITIONS**

The following terms and conditions shall apply to this MOTOR CARRIER CONTRACT ("CONTRACT"):

1. **SCOPE OF WORK** - When directed by BUYER, CARRIER agrees to furnish employees and all vehicles and incidental equipment and services necessary to perform the services herein contemplated, or otherwise agreed by BUYER and CARRIER. Said employees shall be competent drivers with good driving records, all of which maintain in good standing their licenses to drive commercial vehicles as authorized by the applicable governmental authority. During the loading of CARRIER's vehicles, activities shall include but are not limited to: 1) Vehicles may be moved during the loading operation to facilitate a more uniform material distribution within the vehicle; 2) Vehicles shall not be moved while material is being loaded into the vehicle; 3) While at any facility owned or operated by BUYER or its affiliated or associated companies, all vehicles shall proceed along designated routes in a careful and prudent manner and in accordance with posted speed limits and signs; 4) En route, each vehicle must pass weigh scales at the Facility and Designation Point(s) where all vehicles will be tare weighed and gross weighed. The net weight of each vehicle at the Facility will be used as a measurement of payment; 5) All vehicles must haul legal loads; 6) Before leaving the facility, all vehicles shall have the necessary water-impermeable covering (tarps) placed on the vehicles; 7) CARRIER shall allow no contamination of the bulk materials hauled hereunder. BUYER reserves the right to audit CARRIER's records to certify compliance with this CONTRACT.
2. **EQUIPMENT** - CARRIER has the duty to insure that all vehicles and equipment shall be in good working order and properly cleaned and maintained by CARRIER. BUYER reserves the right, at its sole discretion, to reject loading any vehicle and/or allow the use of any equipment deemed to be unsafe, unclean or not properly maintained by CARRIER.
3. **TERMS OF PAYMENT** - Weights shall be furnished by BUYER and shall be used by CARRIER to prepare its freight bill. CARRIER shall prepare a freight bill for all bulk materials delivered for BUYER during each half-month. After receipt of freight bill from CARRIER, BUYER will remit payment within twenty calendar days after the close of such half-month. For the purpose of this CONTRACT, "half-month" shall mean the first 15 days of a calendar month or the 16<sup>th</sup> through the last calendar day of a calendar month, as applicable.
4. **TAXES** - CARRIER agrees and covenants to pay any and all taxes, levies and assessments which may be legally assessed, imposed or levied by any applicable governmental authority upon or with respect to CARRIER's vehicles or transportation activities pursuant to this CONTRACT.
5. **WARRANTY** - EXCEPT AS TO TITLE, BUYER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED.
6. **RISK OF LOSS** - Risk of loss of the bulk materials shall rest with CARRIER from the point at which the bulk materials are loaded into CARRIER's vehicles until actual delivery and acceptance at the Destination Point(s).  
  
Risk of loss of the bulk materials between acceptance of the bulk materials at the Facility and the delivery and acceptance at the Destination Point(s) rest with CARRIER for all normal losses or bulk materials shrinkage and for all losses attributed to theft or fire. Anything to the contrary notwithstanding, CARRIER shall be liable for loss of the bulk materials caused by the failure to deliver said bulk materials to the Destination Point(s). BUYER's liability for damage to a vehicle is limited to its negligent acts or omissions only.  
  
CARRIER shall pay all license charges and taxes of any description whatsoever attributed to or related to this CONTRACT.
7. **LIMITATION OF LIABILITY** - BUYER's liability in all claims of any kind, whether based on CONTRACT, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from or pertaining to this CONTRACT shall in no event exceed the amount paid to CARRIER by BUYER for delivering the bulk materials. CARRIER must bring any cause of action under the CONTRACT within two years from the time the action accrues. In no event shall BUYER have any obligations or liability for any special, incidental, indirect, punitive or consequential damages howsoever caused, including negligence, arising out of CARRIER's delivery of bulk materials. **BUYER SHALL NOT BE LIABLE TO CARRIER FOR TREBLE DAMAGES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT.** For purposes of this Section 7, "BUYER" shall include the affiliated and associated companies BUYER.
8. **INDEMNIFICATION** - (a) TO THE EXTENT PERMITTED BY LAW, CARRIER SHALL INDEMNIFY, DEFEND AT ITS EXPENSE, AND SAVE BUYER HARMLESS, FROM ANY LIABILITIES, COSTS AND CLAIMS, ATTORNEYS' FEES AND ALL OTHER COSTS OF LITIGATION, ARISING OUT OF THIS CONTRACT, INCLUDING INJURIES, DISEASE OR DEATH TO PERSONS, OR DAMAGE TO PROPERTY, INCLUDING ENVIRONMENTAL CLAIMS AND LIABILITIES CAUSED BY CARRIER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, OR IN ANY WAY ATTRIBUTABLE TO THE PERFORMANCE OF THIS CONTRACT, INCLUDING VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, EXCEPT THAT CARRIER'S OBLIGATION TO INDEMNIFY BUYER SHALL NOT APPLY TO ANY LIABILITIES ARISING FROM BUYER'S SOLE NEGLIGENCE. TO THE EXTENT PROVIDED IN THIS SECTION 8, CARRIER EXPRESSLY AGREES TO INDEMNIFY BUYER FOR BUYER'S ACTS AND OMISSIONS, NEGLIGENT OR OTHERWISE. (b) WITH RESPECT TO CLAIMS AGAINST BUYER BY CARRIER'S EMPLOYEES, CARRIER AGREES TO EXPRESSLY WAIVE ITS IMMUNITY AS A COMPLYING EMPLOYER UNDER THE WORKERS' COMPENSATION LAW, BUT ONLY TO THE EXTENT THAT SUCH IMMUNITY WOULD BAR OR AFFECT RECOVERY UNDER OR ENFORCEMENT OF THIS INDEMNIFICATION OBLIGATION. With respect to the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Rev. Code Section 4123.74. (c) CARRIER shall pay BUYER's reasonable attorneys' fees and all costs of litigation associated with enforcement of the obligation set forth in this Section 8. For purposes of this Section 8, "BUYER" shall include the affiliated and associated companies of BUYER.
9. **LAWS AND REGULATIONS** - CARRIER shall comply with all laws, rules, regulations and orders of any governmental authority pertaining to its performance under this CONTRACT, and agrees to assume all responsibility for and save BUYER harmless from and against any liability, damages or fines for violation thereto or non-compliance therewith by CARRIER.

While at the Facility site or Destination Point(s), CARRIER shall perform its obligations under

this CONTRACT in a safe and careful manner, and shall comply with and enforce all laws, rules and regulations applicable to safety and health standards. CARRIER shall comply with all federal, state or local environmental protection statutes and regulations that may presently be in force or that may be enacted during the term of this CONTRACT and shall secure any required permits or approvals. All personnel and vehicles entering or leaving the Facility site or Destination Point(s) may be subject to inspection at any time by BUYER or its agent. BUYER shall have no obligation to pay for any goods being delivered via truck that BUYER determines is in excess of the maximum number of tons of goods that is legally deliverable to the Designated Delivery Point(s) by such truck at the time of such delivery in accordance with applicable law.

10. **SAFETY AND SECURITY** - CARRIER shall perform the Work in a safe and careful manner and use such safety devices and methods as are necessary to protect its employees, agents, subcontractors, BUYER's employees and agents, other contractors and the public from bodily harm and damage. CARRIER shall comply with and enforce all laws, rules and regulations applicable to safety and health standards, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA), and any revisions to OSHA or successor legislation. CARRIER shall comply with all project and site safety and security rules and procedures issued by BUYER, provided that such rules and procedures do not conflict with OSHA or other safety laws, rules and regulations. CARRIER shall investigate all accidents resulting in personal injury, property damage, or near misses to determine root cause(s) and corrective action(s), and provide, upon request, BUYER with a copy of investigative reports, including all documents submitted to insurance companies. If a safety violation or other unsafe condition causes imminent danger, BUYER may immediately shut down the Work involved without advance written notice.

CARRIER and all subcontractors performing Work at Site must have a substance abuse program. This program must apply to all personnel. Minimum requirements of this program shall include pre-hire testing, testing for cause and if requested, random testing. Screening substances and their associated cut-off limits are listed below.

| Drug Classes    | Screening Cut-Off Limit (ng/ml) | Confirmation Cut-Off Limit (ng/ml) |
|-----------------|---------------------------------|------------------------------------|
| Amphetamines    | 1,000                           | 500                                |
| Benzoylcegonine | 300                             | 150                                |
| Cannabinoids    | 50                              | 15                                 |
| Opiates         | 2,000                           | 2,000                              |
| Phencyclidine   | 25                              | 25                                 |

Blood & Breath alcohol content: .04% per Dept. of Transportation.

Testing shall be performed by a testing facility certified by Department of Health & Human Services. Personnel must have evidence of having tested negative within a year prior to employment. BUYER will accept conditional employment predicated upon (a) employee(s) furnishing evidence that they have submitted to testing within forty-eight (48) hours of initial employment and (b) employee(s) furnishing evidence of negative test results within five (5) business days of initial employment. CARRIER shall ensure personnel are "drug free." BUYER reserves the right to examine evidence outlined herein. CARRIER's program shall incorporate reciprocity on "drug free" employee verification to minimize BUYER's economic impact, and employees' recertification while maintaining the program's intent.

All personnel and vehicles entering or leaving the facility site or destination point(s) may be subject to inspection at any time by BUYER or its agent.

11. **DRIVERS** - CARRIER agrees to provide qualified and lawfully licensed personnel to perform the Work. BUYER reserves the right, at its sole discretion, to reject any driver that appears unsafe. CARRIER shall ensure that its employees have had a felony conviction check for the previous seven (7) years in all states in which the employee has lived or worked, and such check shall be made at the state repository in those states where the employee has lived or worked. CARRIER shall notify BUYER in writing of any employees with a felony conviction. BUYER reserves the right to refuse in its sole discretion, any of CARRIER's employees with a felony conviction. CARRIER shall produce proof of such checks upon BUYER's demand.
12. **DEFAULT** - No waiver by either party of any default shall be deemed a waiver of any subsequent default.  
  
Neither party shall be considered in default in the performance of its obligations herein to the extent that performance is delayed or prevented due to causes beyond the reasonable control of said party.
13. **FORCE MAJEURE** - Neither party shall be subject to liability to the other party for failure or inability to perform in conformity with this CONTRACT where such failure or inability results from an event or occurrence beyond the control of the party affected thereby (other than obligations of such party to pay or expend monies for or in connection with the performance of such party's duties and responsibilities under this CONTRACT), such as, but not limited to, acts of God, war, insurrection, riots, strikes, labor disputes, labor or material shortages, fires, explosions, floods, river freeze-ups, breakdown or damage to mines, plants, equipment or facilities (including emergency outages of equipment or facilities to make repairs to avoid breakdowns thereof or damage thereto), interruptions to transportation, embargoes, orders or acts of civil or military authority, laws, regulations or administrative rulings. The provisions of the above sentence shall not excuse a party from performing unless such party shall give written notice of the cause of inability to perform and probable extent thereof within five (5) calendar days after such cause occurs. Failure to give such notice shall be deemed a waiver of all rights under this item for such period of time during which notice was not given. No suspension or reduction by reasons of the above "Force Majeure" conditions shall invalidate the remainder of this CONTRACT.
14. **NO WAIVER** - Failure by either party hereto to insist upon the strict performance of any covenant, term or condition of this CONTRACT or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any other breach of such covenant, term or condition.

## MOTOR CARRIER CONTRACT GENERAL TERMS AND CONDITIONS

15. **INSURANCE - CARRIER** agrees to furnish and maintain for itself and/or its subcontractors at all times while at any facility owned or operated by BUYER or its affiliated or associated companies, to inspect or take possession of the bulk materials or for any other reason, the following policies of insurance:

**CERTIFICATE OF INSURANCE** - Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence and aggregate. Commercial automobile liability insurance with a limit for bodily injury and property damage of not less than \$1,000,000 each accident.

**EXCESS OR UMBRELLA LIABILITY** - (Applicable if CARRIER or its subcontractor will transport goods requiring more than \$750,000 BI/BD Limit of Liability.) Commercial Excess or Umbrella liability with not less than \$4,000,000 each occurrence and aggregate limit

**WORKER'S COMPENSATION CERTIFICATE** - Coverage for the legal liability of CARRIER and its subcontractors under the worker's compensation laws of the state in which the work is to be performed. Employer's liability coverage in an amount not less than \$100,000 for each accident shall be included.

Before entering any facility owned or operated by BUYER or its affiliated or associated companies, CARRIER shall furnish to BUYER a certificate from CARRIER's insurance carrier, stating that policies of insurance have been issued by it to CARRIER providing for the insurance listed above and that such policies are in force. Such certificates shall state that the insurance carrier will give BUYER 15 days prior written notice of any cancellation or material change in such policies. If CARRIER is self-insured, CARRIER shall furnish a written statement to BUYER declaring such insurance. CARRIER agrees to provide BUYER with a complete list of its subcontractors and/or customers which CARRIER authorizes to enter any facility owned or operated by BUYER or its affiliated or associated companies. CARRIER accepts responsibility for the actions of its employees, agents, subcontractors and/or customers who enter any facility owned or operated by BUYER or its affiliated or associated companies.

CARRIER may, at its sole discretion, insure for direct property damage to its vehicles, mobile equipment, or other physical assets, and CARRIER shall require its insurers to waive their rights of subrogation against BUYER, its affiliates and subsidiaries, and their directors and officers, employees and agents.

16. **FINANCIAL RESPONSIBILITY** - BUYER shall have the right, but not the obligation, to request from the CARRIER audited annual financial statements and quarterly unaudited financial statements. Should the creditworthiness or financial responsibility of the CARRIER, in the reasonable judgment of BUYER, become unsatisfactory for reasonable grounds at any time during which this CONTRACT is in effect, satisfactory security may be required before further deliveries/receipts are made under the CONTRACT.
17. **ASSIGNMENT** - Neither CARRIER nor BUYER may assign any part of this CONTRACT without the prior written consent of the other, which consent shall not be unreasonably withheld. However, BUYER may assign the CONTRACT to an affiliate without consent. This Agreement may be assigned or transferred by BUYER to any Ohio Power Company Affiliate, including but not limited to AEP Generation Resources Inc. or any of the operating companies of the AEP System, without the prior written consent of CARRIER provided the assignee assumes all of Ohio Power Company's responsibilities and obligations occurring or arising under the assigned Agreement on and after the transfer date. The parties agree that upon completion of an assignment or transfer of this Agreement to an Ohio Power Company affiliate, all responsibilities and obligations under the assigned Agreement are transferred to the assignee and Ohio Power Company shall be fully released from any performance or liability under the Agreement occurring or arising on and after the transfer date.
18. **INDEPENDENT CONTRACTOR** - In the performance of this CONTRACT, CARRIER or its agents and/or subcontractors, shall be an independent contractor and is not an agent or employee of BUYER nor is BUYER an agent or employee of CARRIER, its agents and/or subcontractors.
19. **TERMINATION - For Cause** - If CARRIER (a) files for bankruptcy or is force in involuntarily, or it makes a general assignment for the benefit of its creditors or a receiver is appointed due to its insolvency, or b) fails to promptly pay subcontractors, or c) commits repeated or substantial violations of laws, rules, regulations, or policies, or d) otherwise commits a violation of any material provision of the CONTRACT, then BUYER may, without prejudice to any other right or remedy, after giving CARRIER forty-eight (48) hours written notice of the default, terminate this CONTRACT. In the event that a court determines that the termination was not properly a termination for cause, CARRIER's remedy shall be limited to the payments associated with termination for convenience. **For Convenience** - BUYER may, for its convenience, cancel the CONTRACT upon written notice to CARRIER. Upon cancellation, CARRIER shall submit to BUYER an invoice with supporting information setting forth CARRIER's unavoidable direct costs incurred as a result of cancellation. BUYER shall not be responsible for CARRIER'S lost profits which would have arisen from the performance of the CONTRACT.
20. **CONFIDENTIALITY** - The parties shall keep confidential the terms and conditions hereof, the transactions provided for herein, and any documents or other information delivered in connection herewith unless readily ascertainable from public information or sources, requested by a regulatory commission, or required by law to be disclosed.
21. **APPLICABLE LAW** - This CONTRACT shall be governed by the laws of the State of Ohio. CARRIER agrees that all actions and proceedings brought by BUYER against CARRIER may be litigated in courts located in the State of Ohio or in the state where the Work was performed. CARRIER agrees that such courts are convenient forums and irrevocably submits to the personal jurisdiction of such courts. CARRIER waives personal service of process and consents to service of process by certified or registered mail at the address designated for receiving notice under the CONTRACT.
22. **HEADINGS** - Headings are used in this CONTRACT for convenience of reference only and shall be given no weight in the interpretation of this CONTRACT.
23. **ENTIRE AGREEMENT** - This CONTRACT constitutes the entire agreement between the parties. Additional or different terms whether expressed orally, contained in CARRIER's proposal or CARRIER'S acceptance shall not become a part of this CONTRACT unless expressly agreed to in writing and signed by BUYER.

All previous issues of CSXT 13565 are cancelled as  
of the effective date shown below.

**CSX TRANSPORTATION**  
**PRIVATE PRICE LIST & CONTRACT CSXT 13565**  
**KENTUCKY POWER CO**

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**Coal**

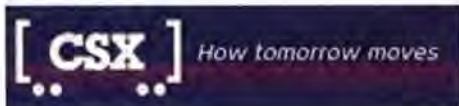
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Any change to prices will be shown in amendments to or a reissue of this document, or  
through advanced notification.

**EFFECTIVE:** June 25, 2014  
(except as otherwise set forth herein)

**EXPIRATION:** December 31, 2014

CSX TRANSPORTATION  
COAL  
[www.ShipCSX.com](http://www.ShipCSX.com)  
Jacksonville, FL 32202



July 2, 2014

**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13565**

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| <b>ABBREVIATION</b> | <b>NAME OF CARRIER</b>   |
|---------------------|--------------------------|
| CSXT.....           | CSX TRANSPORTATION, INC. |

**RAIL TRANSPORTATION CONTRACT PURSUANT TO 49 U.S.C. § 10709**

**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13565**

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**RECITAL**

Industry (defined below) seeks transportation services from the Carrier(s). Industry and Carrier(s) have agreed for the services to be provided as described below on the terms, conditions and rates set forth in this Contract.

**AGREEMENT**

In consideration of the promises, mutual covenants herein set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. PRIVATE PRICE LIST & CONTRACT:** This Private Price List & Contract CSXT 13565, including PvtCont CSXT 13565 (0) workbook (the "Workbook") and any other attachments (this "Contract"), is a rail transportation contract made pursuant to 49 U.S.C. § 10709, among CSX Transportation, Inc. ("CSXT"), each other Carrier, if any, and KENTUCKY POWER CO ("Industry").

**2. EFFECTIVE DATE AND TERM:** This Contract shall, when accepted as hereinafter provided, become effective as of June 25, 2014 (the "Effective Date") and shall expire on December 31, 2014 (the "Termination Date"). The period between the Effective Date and the Termination Date of this Contract shall be the "Term". The rights and obligations set forth in this Contract shall become binding on Industry and Carrier when Industry accepts and agrees to the provisions of this Contract by (i) providing written or electronic acknowledgement of agreement with the provisions of this Contract, including, without limitation, by facsimile or electronic mail, to CSXT, (ii) tendering or causing the tender of a shipment with a Uniform Straight Bill of Lading or similar shipping instruction (collectively, the "Shipment Instruction") that refers to this contract number (i.e., CSXT 13565), or (iii) the payment by Industry of an invoice which is based upon the rates set forth herein. Industry and each Carrier hereby agree that delivery of an electronic communication from a party to CSXT acknowledging agreement with the terms and provisions of this Contract, shall be effective as delivery of an original manually executed counterpart of this Contract, provided, that such electronic communication shall not purport to add, amend or alter any of the terms of this Contract.

Any party may terminate this Contract upon thirty (30) days written notice. Rates and prices in this Contract are subject to adjustment upon Amendment.

**3. TRANSPORTATION PARTICULARS:** This Contract governs certain movements of Coal. Carrier(s) agree(s) to provide rail contract carriage transportation service with reasonable dispatch for Industry at the rates and subject to the additional terms and conditions set forth in the Workbook.

Industry represents and warrants to Carrier that, as of the time of tender of the Commodity for transportation, Industry is the owner of the Commodity or that Industry has been duly authorized for or on behalf of the owner of the Commodity to arrange for the transportation of the Commodity, including to agree to the provisions of this Contract limiting CSXT's liability for any loss, damage or delay to the Commodity and any releases included in or incorporated into this Contract. Industry agrees to release, indemnify and hold Carrier harmless for any and all claims, demands, judgments, causes of action, settlements and/or attorney's fees resulting from Industry's breach of the warranty in this paragraph (collectively "Claims"), and Industry shall not settle any Claims, in its capacity as an indemnitor of Carrier pursuant to this paragraph, without the prior written consent of Carrier, which consent shall not be unreasonably withheld.

**RAIL TRANSPORTATION CONTRACT PURSUANT TO 49 U.S.C. § 10709**



**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13565**

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**4. DESCRIPTION AND INSPECTION:** Prior to each tender of freight, Industry or its agent shall provide the originating Carrier with a Shipment Instruction. The description of commodity(s) on the Shipment Instruction shall conform to the Standard Transportation Commodity Code (STCC) and show the appropriate STCC Number(s). When different prices are provided for the same commodity(s) according to the type of packing or package, the type of packing or package must be shown. Carrier(s) reserve the right to inspect shipments to determine applicable prices. When the commodity(s) are found to be incorrectly described, freight charges will be collected according to the proper description and pursuant to the applicable agreement, publication or other document. Industry will add the following to each Shipment Instruction:

"Subject to Contract CSXT 13565"

**5. SHIPPING LIMITATIONS:** The name of only one Consignor, one origin, one Consignee and one destination shall appear on a Shipment Instruction.

**6. LOADING AND UNLOADING:** Industry and its agents shall be responsible for the loading and unloading of cars in accordance with this Contract, including all terms, conditions, all appropriate AAR commodity loading publications, and all applicable governmental, industry and Carrier policies.

**7. CAR SUPPLY:** If a Carrier is to furnish cars, such Carrier will do so on a non-guaranteed basis subject to availability and distribution considerations. If Industry is to furnish cars, Industry will obtain any necessary OT5 authority. Carrier(s) will not be liable for, and Industry shall hold Carrier(s) harmless against, mileage, per diem or other charges in connection with the use of Industry furnished cars, except to the extent provided otherwise in the Workbook.

**8. INCORPORATION OF DOCUMENTS; CONFLICT IN TERMS AND CONDITIONS:** This Contract incorporates the provisions of the Uniform Straight Bill of Lading, as well as each Carrier's tariffs, publications, applicable statutes and regulations, AAR and other industry standards, requirements and procedures, (including, without limitation, the Bureau of Explosives BOE 6000-series, Directory of Hazardous Materials Shipping Description (Issued by RAILINC), Official Railroad Station List OPSL 6000-series, Official Railway Equipment Register RER-series, Standard Transportation Commodity Code STCC 6001-series, Uniform Freight Classification UFC 6000-series, Publication CSXT 8100 and Tariff CSXT 8200), that would apply if this Contract did not exist, as of the date of shipment tender. The other provisions of this Contract control in case of any conflict. The Shipment Instruction is solely for the purpose of describing the transportation being ordered, and any additional or conflicting terms contained therein are void and have no effect. To the extent any of the foregoing may be specifically listed or referenced in the Contract, the listing or reference shall include all changes, additions, and replacements of the listed or referenced items in effect at the relevant time in this Contract.

**9. PARTICIPATING CARRIERS:** Industry acknowledges that it may not be party to, and may not have access to, any Agreements for the divisions of rates or revenues associated with this Contract. Participating Carriers other than CSXT acknowledge that they may not be party to, and may not have access to, any amendments adding rates they do not participate in or the Workbook associated with this Contract. Such Participating Carriers should reference their respective Rate/Revenue Agreements for particulars.

**RAIL TRANSPORTATION CONTRACT PURSUANT TO 49 U.S.C. § 10709**

**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13565**

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**10. ADDITIONAL TERMS:**

- **RATE ADJUSTMENT:** This section has been intentionally left blank.
  
- **FUEL RATE ADJUSTMENT:** In the event that the monthly average price per gallon of highway diesel fuel (as determined below, the "HDF Average Price") equals or exceeds 200.0 cents, CSXT will apply a mileage-based fuel adjustment to the linehaul rates and charges provided for in this Contract or publication. The fuel adjustment will be applied to each shipment having a bill of lading or other shipping instruction dated on or after the first day of the second calendar month following the calendar month of a given HDF Average Price determination.

The "HDF Average Price" for a month will be the average price for that month of U.S. No. 2 Diesel Retail Sales by All Sellers, as determined and published by the U.S. Department of Energy, Energy Information Administration ("DOE-EIA"). That average price will, in calculating the HDF Average Price, be rounded to the nearest 1/10<sup>th</sup> of a cent applying conventional rounding principles. The fuel adjustment will be 1 cent per mile per railcar for every 4 cents per gallon, or portion thereof, by which the HDF Average Price for the calendar month two months prior to the calendar month of shipment exceeds 199.9 cents.

The DOE-EIA publication referenced above can currently be found at [www.eia.doe.gov](http://www.eia.doe.gov). On the home page select "Petroleum;" under "Prices" select "Weekly Retail Gasoline and Diesel Prices;" for the "Area" select "U. S.;" for the "Period" select "Monthly" then refer to the data on the line entitled "Diesel (On-Highway)." Monthly data is normally published Wednesday after the last Monday of a given month. If DOE-EIA ceases publication of the above information, CSXT will employ a suitable substitute source of price or measure.

The mileage to be applied in calculating the fuel adjustment will be based on rail miles between origin, interchange(s) and destination, and can be found at [www.csx.com](http://www.csx.com). On the home page select "Customers;" select "Prices, Tariffs, Fuel Surcharge;" select "Fuel Surcharge;" then select "Mileage" and follow the instructions provided. Registration will be required to use the ShipCSX functions.

**11. PAYMENT OF CHARGES – EXTENSION OF CREDIT:** Payment of all rates and charges that may accrue and become due from Industry to CSXT in connection with this Contract shall be made within the timeframes set forth in, and subject to the finance charges, late charges, and other provisions of Section 6 of Publication CSXT 8100 except as may otherwise be set forth in a credit agreement between the parties. Information regarding the establishment of credit with CSXT and arrangements for electronic payment of rates and charges is available among those same provisions. If Industry fails to pay all rates and charges as required by this paragraph, CSXT may, without limitation, cancel or suspend its performance under, or terminate this Contract. Industry may not set off or withhold any payment due under this Contract in any dispute with any Carrier.

**12. SWITCHING ABSORPTION:** Except as may be otherwise provided in the Workbook, CSXT will absorb the switch charge, or a portion thereof, of the railroad serving the actual loading point at Origin and/or the actual unloading point at Destination as may be provided in Section 4 of Publication CSXT 8100. Movements to or from such points will be automatically deleted from this Contract, if the associated switch service is terminated.

**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13565**

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**13. COMMODITY APPROPRIATE TERMS:** This section intentionally left blank.

**14. DAMAGE CLAIMS:** Claims for loss, damage or delay for Shipments tendered pursuant to this Contract shall be governed by the provisions of Section 7 of Publication CSXT 8100.

**15. AGENT:** For purposes of this Contract, any third party performing any obligation of Industry or a Carrier is considered to be such party's agent. Industry acknowledges and agrees that it shall be responsible for any charges or damages incurred or caused by its agents in connection with this Contract. For the avoidance of doubt, no Carrier is an agent of any other Carrier.

**16. CONFIDENTIALITY:** The provisions of this Contract are considered confidential and may not be disclosed to a third party without the consent of the other party(s) except: (a) as required by statute, regulation or valid court order, (b) to a parent, affiliate or subsidiary company or (c) to an auditing firm or legal counsel that are bound by confidentiality provisions no less protective than those in this Section 16. In addition to the foregoing exceptions, any party may also disclose to any and all persons who have a legitimate purpose in reviewing the tax treatment and tax structure of the Contract all materials of any kind (including opinions or other tax analyses) that are provided to the disclosing party relating to such tax treatment and tax structure. If this paragraph is breached, then this Contract may be terminated by any non-disclosing party upon notice to the other party(s). This Section 16 shall survive the expiration or termination of this Contract for a period of two (2) years.

**17. FORCE MAJEURE:** A party shall be excused from its performance if and to the extent prevented or delayed by the following natural or deemed force majeure conditions: Act of God; authority of law; weather impediments; fire; explosion; labor disputes; embargo; war; insurrection; threatened or actual act of terrorism; derailment; or other like causes beyond its control. A downturn in the economy is not a force majeure condition. The Term shall not be extended due to the force majeure condition. The party claiming force majeure shall notify all other parties as soon as practical upon the beginning and ending of the force majeure condition.

**18. MISCELLANEOUS:**

- Carrier(s) may, subject to any required regulatory approval, discontinue service on, or abandon the rail line that services any Origin or Destination during the Term. Such discontinuance or abandonment shall result in the automatic deletion of the applicable Origin or Destination from this Contract at no liability to Carrier(s) as of the date of such discontinuance or abandonment.
- If the rail line serving an Origin or Destination is sold or leased by Carrier(s) to a new operator, this Contract will continue, but only if the Contract is assumed by the new operator.
- Unless restricted, shipments reaching destination but not unloaded (for reasons other than the Carriers' errors), may be returned to the original shipping point via the reverse route at the same price and conditions, unless a lower price exists for such return shipments.
- Rates and prices in this Contract or any other rate authority may not be used to make a combination of rates or prices that lower the through prices in this Contract.

**RAIL TRANSPORTATION CONTRACT PURSUANT TO 49 U.S.C. § 10709**

**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13565**

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- Except as otherwise noted, ancillary charges contained in Publication CSXT 8100 and Tariff CSXT 8200 as of the date of shipment tender shall apply.
- Notwithstanding anything to the contrary herein, no party shall have any liability, including pursuant to any Damage Claim, for indirect, special, consequential or punitive damages.
- The waiver of any provision in this Contract must be in writing. Failure to enforce any provision is not a waiver.
- When proportional rates in this Contract are used to construct through rates beyond the geographic scope of this publication on a through Shipment Instruction, the proportional rates set forth in this Contract will be assessed and billed separately from any other portions of the resulting combination rate.
- Claims for overpayment of charges must be in writing and received by Carrier no later than one year after delivery or tender of delivery of shipment. Any lawsuit for overpayment of charges must be filed within two years after delivery or tender of delivery of shipment. Any claim or lawsuit not filed within the periods set forth in the preceding sentence or under thirty-five dollars (\$35) per Shipment Instruction is waived by Industry.
- This Contract may not be assigned without the written consent of the parties. Notwithstanding the foregoing, this Contract will automatically inure to the successors by merger, consolidation or sale of substantially all of the assets of the parties.
- Industry and Carrier(s) agree that there are no intended third party beneficiaries to this Contract.
- Paragraph titles are for the convenience of the parties and are not substantive in nature.
- This Contract is the result of the mutual negotiation of the parties and shall not be construed against any of them as the drafter. Industry represents and warrants to Carrier that, as of the time of tender of the Commodity for transportation, Industry will be the owner or be duly authorized to arrange for the transportation of the Commodity, including without limitation, the authority to agree to the terms and provisions of this Contract and any limitation of liability and/or indemnification included in or incorporated into this Contract.
- All notices between the parties must be in writing and sent to the parties by First Class U.S. Mail, express carrier or electronic mail. If to Carrier, notices should be sent to the Director, Commercial Administration, 500 Water Street - J865, Jacksonville, FL 32202 or CSXTMktgSvc@csx.com. If to Industry, notices will be sent to any names and addresses made available to Carriers by Industry and the names and addresses registered on ShipCSX to receive notices regarding their contracts.
- Prices or rates are stated and payable in U.S. currency unless shipment is wholly within Canada, in which case prices or rates are stated in Canadian currency.

**19. ENTIRE UNDERSTANDING:** This Contract represents the entire understanding of the parties, may not be modified without their written consent, shall be construed (except for

**RAIL TRANSPORTATION CONTRACT PURSUANT TO 49 U.S.C. § 10709**

**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13565**

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matters referring to or traditionally governed by or construed under federal laws, regulations, or case law) according to the laws of the State of Florida without regard to its conflict of laws rules, and has been duly approved by authorized representatives of the parties.

**[END OF DOCUMENT]**

**RAIL TRANSPORTATION CONTRACT PURSUANT TO 49 U.S.C. § 10709**

CSXT Railroad Transportation PvtCont CSXT 13565 (0)  
KENTUCKY POWER CO

|   | F   | H              | I            | K           | L          | O              | P               | R     | S                               | T    | V                | W                  | X                                 | Y             | Z           | AA            |
|---|---|----------------|--------------|-------------|------------|----------------|-----------------|-------|---------------------------------|------|------------------|--------------------|-----------------------------------|---------------|-------------|---------------|
| 1 | PvtCont CSXT 13565 (0) Price List   |                |              |             |            |                |                 |       |                                 |      |                  |                    |                                   |               |             |               |
| 2 | KENTUCKY POWER CO<br><i>To filter column data: Select row /box #6. Next, go to top menu bar &amp; click on Data, then Filter; then Auto Filter. Click on "Pub Version" column &amp; select the highest number to view the latest changes.</i> |                |              |             |            |                |                 |       |                                 |      |                  |                    |                                   |               |             |               |
| 5 | STCC  | Origin         | Origin State | Destination | Dest State | Effective Date | Expiration Date | Route | Rate                            | Unit | Min Weight (lbs) | Prepaid or Collect | Fuel Rate Adjust (see provisions) | Mileage Allow | Pub Version | Updated (Y/N) |
| 7 | 1121290   | CO - BIG SANDY |              | LOUISA      | KY         | 5/25/2014      | 12/31/2014      | CSXT  | COLU1<br>SO<br>OH<br>9800<br>90 |      |                  | BOTH               | \$0.01/mile / \$/NONE             |               |             | 0 Y           |

All previous issues of CSXT 13475 are cancelled as  
of the effective date shown below.

# CSX TRANSPORTATION

## PRIVATE PRICE LIST & CONTRACT CSXT 13475

### KENTUCKY POWER CO

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### BITUMINOUS COAL FOR FUEL

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Any change to prices will be shown in amendments to or a reissue of this document, or through advanced notification.

**EFFECTIVE:** May 19, 2014  
(except as otherwise set forth herein)

**EXPIRATION:** December 31, 2014

CSX TRANSPORTATION  
COAL  
[www.ShipCSX.com](http://www.ShipCSX.com)  
Jacksonville, FL 32202



May 22, 2014

**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13475**

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**ABBREVIATION**

**NAME OF CARRIER**

CSXT..... CSX TRANSPORTATION, INC.



**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13475**

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**RECITAL**

Industry (defined below) seeks transportation services from the Carrier(s). Industry and Carrier(s) have agreed for the services to be provided as described below on the terms, conditions and rates set forth in this Contract.

**AGREEMENT**

In consideration of the promises, mutual covenants herein set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. PRIVATE PRICE LIST & CONTRACT:** This Private Price List & Contract CSXT 13475, including PvtCont CSXT 13475 (0) workbook (the "Workbook") and any other attachments (this "Contract"), is a rail transportation contract made pursuant to 49 U.S.C. § 10709, among CSX Transportation, Inc. ("CSXT"), each other Carrier, if any, and KENTUCKY POWER CO ("Industry").

**2. EFFECTIVE DATE AND TERM:** This Contract shall, when accepted as hereinafter provided, become effective as of May 19, 2014 (the "Effective Date") and shall expire on December 31, 2014 (the "Termination Date"). The period between the Effective Date and the Termination Date of this Contract shall be the "Term". The rights and obligations set forth in this Contract shall become binding on Industry and Carrier when Industry accepts and agrees to the provisions of this Contract by (i) providing written or electronic acknowledgement of agreement with the provisions of this Contract, including, without limitation, by facsimile or electronic mail, to CSXT, (ii) tendering or causing the tender of a shipment with a Uniform Straight Bill of Lading or similar shipping instruction (collectively, the "Shipment Instruction") that refers to this contract number (i.e., CSXT 13475), or (iii) the payment by Industry of an invoice which is based upon the rates set forth herein. Industry and each Carrier hereby agree that delivery of an electronic communication from a party to CSXT acknowledging agreement with the terms and provisions of this Contract, shall be effective as delivery of an original manually executed counterpart of this Contract, provided, that such electronic communication shall not purport to add, amend or alter any of the terms of this Contract.

Any party may terminate this Contract upon thirty (30) days written notice. Rates and prices in this Contract are subject to adjustment upon Amendment.

**3. TRANSPORTATION PARTICULARS:** This Contract governs certain movements of BITUMINOUS COAL FOR FUEL. Carrier(s) agree(s) to provide rail contract carriage transportation service with reasonable dispatch for Industry at the rates and subject to the additional terms and conditions set forth in the Workbook.

Industry represents and warrants to Carrier that, as of the time of tender of the Commodity for transportation, Industry is the owner of the Commodity or that Industry has been duly authorized for or on behalf of the owner of the Commodity to arrange for the transportation of the Commodity, including to agree to the provisions of this Contract limiting CSXT's liability for any loss, damage or delay to the Commodity and any releases included in or incorporated into this Contract. Industry agrees to release, indemnify and hold Carrier harmless for any and all claims, demands, judgments, causes of action, settlements and/or attorney's fees resulting from Industry's breach of the warranty in this paragraph (collectively "Claims"), and Industry shall not settle any Claims, in its capacity as an indemnitor of Carrier pursuant to this paragraph, without the prior written consent of Carrier, which consent shall not be unreasonably withheld.

**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13475**

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**4. DESCRIPTION AND INSPECTION:** Prior to each tender of freight, Industry or its agent shall provide the originating Carrier with a Shipment Instruction. The description of commodity(s) on the Shipment Instruction shall conform to the Standard Transportation Commodity Code (STCC) and show the appropriate STCC Number(s). When different prices are provided for the same commodity(s) according to the type of packing or package, the type of packing or package must be shown. Carrier(s) reserve the right to inspect shipments to determine applicable prices. When the commodity(s) are found to be incorrectly described, freight charges will be collected according to the proper description and pursuant to the applicable agreement, publication or other document. Industry will add the following to each Shipment Instruction:

"Subject to Contract CSXT 13475"

**5. SHIPPING LIMITATIONS:** The name of only one Consignor, one origin, one Consignee and one destination shall appear on a Shipment Instruction.

**6. LOADING AND UNLOADING:** Industry and its agents shall be responsible for the loading and unloading of cars in accordance with this Contract, including all terms, conditions, all appropriate AAR commodity loading publications, and all applicable governmental, industry and Carrier policies.

**7. CAR SUPPLY:** If a Carrier is to furnish cars, such Carrier will do so on a non-guaranteed basis subject to availability and distribution considerations. If Industry is to furnish cars, Industry will obtain any necessary OT5 authority. Carrier(s) will not be liable for, and Industry shall hold Carrier(s) harmless against, mileage, per diem or other charges in connection with the use of Industry furnished cars, except to the extent provided otherwise in the Workbook.

**8. INCORPORATION OF DOCUMENTS; CONFLICT IN TERMS AND CONDITIONS:** This Contract incorporates the provisions of the Uniform Straight Bill of Lading, as well as each Carrier's tariffs, publications, applicable statutes and regulations, AAR and other industry standards, requirements and procedures, (including, without limitation, the Bureau of Explosives BOE 6000-series, Directory of Hazardous Materials Shipping Description (Issued by RAILINC), Official Railroad Station List OPSL 6000-series, Official Railway Equipment Register RER-series, Standard Transportation Commodity Code STCC 6001-series, Uniform Freight Classification UFC 6000-series, Publication CSXT 8100 and Tariff CSXT 8200), that would apply if this Contract did not exist, as of the date of shipment tender. The other provisions of this Contract control in case of any conflict. The Shipment Instruction is solely for the purpose of describing the transportation being ordered, and any additional or conflicting terms contained therein are void and have no effect. To the extent any of the foregoing may be specifically listed or referenced in the Contract, the listing or reference shall include all changes, additions, and replacements of the listed or referenced items in effect at the relevant time in this Contract.

**9. PARTICIPATING CARRIERS:** Industry acknowledges that it may not be party to, and may not have access to, any Agreements for the divisions of rates or revenues associated with this Contract. Participating Carriers other than CSXT acknowledge that they may not be party to, and may not have access to, any amendments adding rates they do not participate in or the Workbook associated with this Contract. Such Participating Carriers should reference their respective Rate/Revenue Agreements for particulars.

**CSX TRANSPORTATION  
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**10. ADDITIONAL TERMS:**

- **RATE ADJUSTMENT:** This section has been intentionally left blank.
- **FUEL RATE ADJUSTMENT:** In the event that the monthly average price per gallon of highway diesel fuel (as determined below, the "HDF Average Price") equals or exceeds 200.0 cents, CSXT will apply a mileage-based fuel adjustment to the linehaul rates and charges provided for in this Contract or publication. The fuel adjustment will be applied to each shipment having a bill of lading or other shipping instruction dated on or after the first day of the second calendar month following the calendar month of a given HDF Average Price determination.

The "HDF Average Price" for a month will be the average price for that month of U.S. No. 2 Diesel Retail Sales by All Sellers, as determined and published by the U.S. Department of Energy, Energy Information Administration ("DOE-EIA"). That average price will, in calculating the HDF Average Price, be rounded to the nearest 1/10<sup>th</sup> of a cent applying conventional rounding principles. The fuel adjustment will be 1 cent per mile per railcar for every 4 cents per gallon, or portion thereof, by which the HDF Average Price for the calendar month two months prior to the calendar month of shipment exceeds 199.9 cents.

The DOE-EIA publication referenced above can currently be found at [www.eia.doe.gov](http://www.eia.doe.gov). On the home page select "Petroleum;" under "Prices" select "Weekly Retail Gasoline and Diesel Prices;" for the "Area" select "U. S.;" for the "Period" select "Monthly" then refer to the data on the line entitled "Diesel (On-Highway)." Monthly data is normally published Wednesday after the last Monday of a given month. If DOE-EIA ceases publication of the above information, CSXT will employ a suitable substitute source of price or measure.

The mileage to be applied in calculating the fuel adjustment will be based on rail miles between origin, interchange(s) and destination, and can be found at [www.csx.com](http://www.csx.com). On the home page select "Customers;" select "Prices, Tariffs, Fuel Surcharge;" select "Fuel Surcharge;" then select "Mileage" and follow the instructions provided. Registration will be required to use the ShipCSX functions.

**11. PAYMENT OF CHARGES – EXTENSION OF CREDIT:** Payment of all rates and charges that may accrue and become due from Industry to CSXT in connection with this Contract shall be made within the timeframes set forth in, and subject to the finance charges, late charges, and other provisions of Section 6 of Publication CSXT 8100 except as may otherwise be set forth in a credit agreement between the parties. Information regarding the establishment of credit with CSXT and arrangements for electronic payment of rates and charges is available among those same provisions. If Industry fails to pay all rates and charges as required by this paragraph, CSXT may, without limitation, cancel or suspend its performance under, or terminate this Contract. Industry may not set off or withhold any payment due under this Contract in any dispute with any Carrier.

**12. SWITCHING ABSORPTION:** Except as may be otherwise provided in the Workbook, CSXT will absorb the switch charge, or a portion thereof, of the railroad serving the actual loading point at Origin and/or the actual unloading point at Destination as may be provided in Section 4 of Publication CSXT 8100. Movements to or from such points will be automatically deleted from this Contract, if the associated switch service is terminated.

**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13475**

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**13. COMMODITY APPROPRIATE TERMS:** This section intentionally left blank.

**14. DAMAGE CLAIMS:** Claims for loss, damage or delay for Shipments tendered pursuant to this Contract shall be governed by the provisions of Section 7 of Publication CSXT 8100.

**15. AGENT:** For purposes of this Contract, any third party performing any obligation of Industry or a Carrier is considered to be such party's agent. Industry acknowledges and agrees that it shall be responsible for any charges or damages incurred or caused by its agents in connection with this Contract. For the avoidance of doubt, no Carrier is an agent of any other Carrier.

**16. CONFIDENTIALITY:** The provisions of this Contract are considered confidential and may not be disclosed to a third party without the consent of the other party(s) except: (a) as required by statute, regulation or valid court order, (b) to a parent, affiliate or subsidiary company or (c) to an auditing firm or legal counsel that are bound by confidentiality provisions no less protective than those in this Section 16. In addition to the foregoing exceptions, any party may also disclose to any and all persons who have a legitimate purpose in reviewing the tax treatment and tax structure of the Contract all materials of any kind (including opinions or other tax analyses) that are provided to the disclosing party relating to such tax treatment and tax structure. If this paragraph is breached, then this Contract may be terminated by any non-disclosing party upon notice to the other party(s). This Section 16 shall survive the expiration or termination of this Contract for a period of two (2) years.

**17. FORCE MAJEURE:** A party shall be excused from its performance if and to the extent prevented or delayed by the following natural or deemed force majeure conditions: Act of God; authority of law; weather impediments; fire; explosion; labor disputes; embargo; war; insurrection; threatened or actual act of terrorism; derailment; or other like causes beyond its control. A downturn in the economy is not a force majeure condition. The Term shall not be extended due to the force majeure condition. The party claiming force majeure shall notify all other parties as soon as practical upon the beginning and ending of the force majeure condition.

**18. MISCELLANEOUS:**

- Carrier(s) may, subject to any required regulatory approval, discontinue service on, or abandon the rail line that services any Origin or Destination during the Term. Such discontinuance or abandonment shall result in the automatic deletion of the applicable Origin or Destination from this Contract at no liability to Carrier(s) as of the date of such discontinuance or abandonment.
- If the rail line serving an Origin or Destination is sold or leased by Carrier(s) to a new operator, this Contract will continue, but only if the Contract is assumed by the new operator.
- Unless restricted, shipments reaching destination but not unloaded (for reasons other than the Carriers' errors), may be returned to the original shipping point via the reverse route at the same price and conditions, unless a lower price exists for such return shipments.
- Rates and prices in this Contract or any other rate authority may not be used to make a combination of rates or prices that lower the through prices in this Contract.

**RAIL TRANSPORTATION CONTRACT PURSUANT TO 49 U.S.C. § 10709**

**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13475**

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- Except as otherwise noted, ancillary charges contained in Publication CSXT 8100 and Tariff CSXT 8200 as of the date of shipment tender shall apply.
- Notwithstanding anything to the contrary herein, no party shall have any liability, including pursuant to any Damage Claim, for indirect, special, consequential or punitive damages.
- The waiver of any provision in this Contract must be in writing. Failure to enforce any provision is not a waiver.
- When proportional rates in this Contract are used to construct through rates beyond the geographic scope of this publication on a through Shipment Instruction, the proportional rates set forth in this Contract will be assessed and billed separately from any other portions of the resulting combination rate.
- Claims for overpayment of charges must be in writing and received by Carrier no later than one year after delivery or tender of delivery of shipment. Any lawsuit for overpayment of charges must be filed within two years after delivery or tender of delivery of shipment. Any claim or lawsuit not filed within the periods set forth in the preceding sentence or under thirty-five dollars (\$35) per Shipment Instruction is waived by Industry.
- This Contract may not be assigned without the written consent of the parties. Notwithstanding the foregoing, this Contract will automatically inure to the successors by merger, consolidation or sale of substantially all of the assets of the parties.
- Industry and Carrier(s) agree that there are no intended third party beneficiaries to this Contract.
- Paragraph titles are for the convenience of the parties and are not substantive in nature.
- This Contract is the result of the mutual negotiation of the parties and shall not be construed against any of them as the drafter. Industry represents and warrants to Carrier that, as of the time of tender of the Commodity for transportation, Industry will be the owner or be duly authorized to arrange for the transportation of the Commodity, including without limitation, the authority to agree to the terms and provisions of this Contract and any limitation of liability and/or indemnification included in or incorporated into this Contract.
- All notices between the parties must be in writing and sent to the parties by First Class U.S. Mail, express carrier or electronic mail. If to Carrier, notices should be sent to the Director, Commercial Administration, 500 Water Street - J865, Jacksonville, FL 32202 or CSXTMktgSvcs@csx.com. If to Industry, notices will be sent to any names and addresses made available to Carriers by Industry and the names and addresses registered on ShipCSX to receive notices regarding their contracts.
- Prices or rates are stated and payable in U.S. currency unless shipment is wholly within Canada, in which case prices or rates are stated in Canadian currency.

**19. ENTIRE UNDERSTANDING:** This Contract represents the entire understanding of the parties, may not be modified without their written consent, shall be construed (except for

**RAIL TRANSPORTATION CONTRACT PURSUANT TO 49 U.S.C. § 10709**

**CSX TRANSPORTATION  
PRIVATE PRICE LIST & CONTRACT CSXT 13475**

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matters referring to or traditionally governed by or construed under federal laws, regulations, or case law) according to the laws of the State of Florida without regard to its conflict of laws rules, and has been duly approved by authorized representatives of the parties.

**[END OF DOCUMENT]**

**CONFIDENTIAL RAIL TRANSPORTATION CONTRACT PURSUANT TO 49 U.S.C. § 10709**

| PvtCont CSXT 13475 (0) Location Groups |       |                         |         |          |                     |         |             |                |                 |         |
|--|-------|-------------------------|---------|----------|---------------------|---------|-------------|----------------|-----------------|---------|
| Include                                | State | Location Name           | Zip Low | Zip High | Location Group Name | Carrier | Member Type | Effective Date | Expiration Date | Updated |
| Y                                      | WV    | ASHLEY KAY              |         |          | CO - KANAWHA - A    | CSXT    | AC          | 10/13/2001     |                 | Y       |
| Y                                      | WV    | BABER                   |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | BETH                    |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | BULL CREEK 2            |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2006       |                 | Y       |
| Y                                      | WV    | FANCO                   |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | FEATS                   |         |          | CO - KANAWHA - A    | CSXT    | AC          | 9/27/2001      |                 | Y       |
| Y                                      | WV    | FORK CREEK              |         |          | CO - KANAWHA - A    | CSXT    | AC          | 5/3/2000       |                 | Y       |
| Y                                      | WV    | GOALS                   |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | HOLBROOK                |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | HOLDEN 22               |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | HOMER III               |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | HUTCHINSON              |         |          | CO - KANAWHA - A    | CSXT    | AC          | 10/13/2001     |                 | Y       |
| Y                                      | WV    | KOHLSTAAT               |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | LIBERTY                 |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | LICK                    |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | MARFORK                 |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | MARNIE                  |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | MOUNTAIN LAUREL         |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | PARDEE                  |         |          | CO - KANAWHA - A    | CSXT    | AC          | 3/24/2005      |                 | Y       |
| Y                                      | WV    | PHILLIPS                |         |          | CO - KANAWHA - A    | CSXT    | AC          | 9/13/2005      |                 | Y       |
| Y                                      | WV    | PRENTER                 |         |          | CO - KANAWHA - A    | CSXT    | AC          | 3/3/2011       |                 | Y       |
| Y                                      | WV    | STIRRAT 1               |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | STIRRAT 24              |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | SYLVESTER               |         |          | CO - KANAWHA - A    | CSXT    | AC          | 10/12/2005     |                 | Y       |
| Y                                      | WV    | TOMS FORK               |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | WELLS PREPARATION PLANT |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | WEST GILBERT            |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |
| Y                                      | WV    | WINIFREDE JCT           |         |          | CO - KANAWHA - A    | CSXT    | AC          | 1/1/2000       |                 | Y       |

CSXT Railroad Transportation PvtCont CSXT 13475 (0)  
 KENTUCKY POWER CO

| PvtCont CSXT 13475 (0) Commodity Definitions |         | STCC Number | STCC Description                           | Effective Date                       | Expiration Date | Updated |
|--|---------|-------------|--|--------------------------------------|-----------------|---------|
| KENTUCKY POWER CO                            |         |             |  |                                      |                 |         |
| STCC Group Name                              | Include | STCC Number | STCC Description                           | Effective Date                       | Expiration Date | Updated |
| n/a  | Y       | 1121290     | BITUMINOUS COAL FOR FUEL OR STEAM PURPOSES | see applicable prices for date range |                 | Y       |



CSXT Railroad Transportation PviCont CSXT 13475 (0)  
KENTUCKY POWER CO

|   | F  | H            | I            | K           | L          | O              | P               | R     | S       | T    | V                | W                  | X                                 | Y             | Z           | AA            |
|---|--|--------------|--------------|-------------|------------|----------------|-----------------|-------|---------|------|------------------|--------------------|-----------------------------------|---------------|-------------|---------------|
| 1 | PviCont CSXT 13475 (0) Price List  |              |              |             |            |                |                 |       |         |      |                  |                    |                                   |               |             |               |
| 2 | KENTUCKY POWER CO  |              |              |             |            |                |                 |       |         |      |                  |                    |                                   |               |             |               |
| 3 | To filter column data: Select row / box #6; Next, go to top menu bar & click on Data, then Filter, then Auto Filter. Click on "Pub Version" column & select the highest number to view the latest changes. |              |              |             |            |                |                 |       |         |      |                  |                    |                                   |               |             |               |
| 4 | STCC   | Origin       | Origin State | Destination | Dest State | Effective Date | Expiration Date | Route | Rate    | Unit | Min Weight (lbs) | Prepaid or Collect | Fuel Rate Adjust (see provisions) | Mileage Allow | Pub Version | Updated (Y/N) |
| 5 | 1121290  | CO - KANAWHA | WV           | CRESAP      | WV         | 5/19/2014      | 12/31/2014      | CSXT  | \$10.75 | PT   |                  | BOTH               | \$ 01 mile / \$.1NONE             |               |             | 0 Y           |



1 Riverside Plaza, 14<sup>th</sup> Floor  
Columbus, OH 43215

**AEP Order Number:** 03-FO-15-002  
**Date:** December 4, 2015

**Seller** R.W. Earhart Company  
**Address:** P.O. Box 39  
Troy, OH 45373  
Attn: Bryan Ross  
Phone 937-335-2928 ext. 9210

**Buyer** Kentucky Power Company  
**Address:** 1 Riverside Plaza, 14<sup>th</sup> Floor  
Columbus, OH 43215  
Attn: Grant Circle  
Phone: 614-716-6284

**Goods:** #2 Red Dye Ultra Low Sulfur Diesel Fuel.

**Destination:** Mitchell Plant

**Term:** This Order shall commence on December 4, 2015 and end on December 31, 2015 ("Term").

**Quantity:** Approximately 112,500 gallons or 15 truckloads.

**Order:** R.W. Earhart Company ("Earhart") will coordinate transportation of the above specified Quantity of Goods from Kentucky Power Company's ("KPCo") Big Sandy Plant in Louisa, KY to the KPCo Mitchell Plant in Moundsville, WV. KPCo will assist in loading and unloading, including acquiring and operating a one man boom at the Big Sandy Plant in order to take stick measurements as trucks are loaded. Trucks to be loaded should be staggered to minimize loading times and the \$80 per hour fee to be capped at four hours per load. KPCo recognizes approximately 18-24 inches of fuel oil will remain in the Louisa tank that KPCo will be responsible for in a separate removal. The Destination plant will require a pump as is accounted for in the price. Both KPCo and Earhart will work in coordination to complete the job in a safe manner in accordance with the terms and conditions.

**Price:** Pricing is detailed as follows on a per truckload basis.

- Earhart processing fee \$300
- Line Haul \$892
- Fuel \$116
- Pump \$50
- Tank Wash \$175
- Loading time \$80 per hour (capped at 4 hours)

**Invoicing and Taxes:** Seller's invoice shall reflect the Order Price, based upon the components as enumerated below.

- 1) The processing fee and haul
- 2) Fuel
- 3) Pump Charge
- 4) Tank Wash
- 5) Taxes as individual line item charges, as applicable.



1 Riverside Plaza, 14<sup>th</sup> Floor  
Columbus, OH 43215

AEP Order Number: 03-FO-15-002  
Date: December 4, 2015

With regard to federal and state excise taxes and environmental taxes and fees not named herein, Seller shall inform Buyer in writing, no less than thirty (30) days in advance, of the relevant legislation enacting such new federal and state excise taxes and environmental taxes and fees (hereafter "New Taxes and/or Fees"). Unless Buyer disputes Seller's advice within thirty (30) days after receipt of Seller's written notification, then thereafter such other New Taxes and/or Fees shall be reflected in Seller's invoicing as individual line item charges. Should Buyer dispute the applicability of any such New Taxes and/or Fees, then the parties shall meet to discuss a resolution to the disputed New Taxes and/or Fees.

Buyer shall have no obligation to pay any interest or penalties on any taxes unless such interest or penalties arise solely as a result of Buyer's conduct.

Seller shall send its invoices by e-mail to: [cantonfuelaccounting@aep.com](mailto:cantonfuelaccounting@aep.com)

or by mail to: Attn: Manager – Fuel Accounting  
American Electric Power Service Corporation  
155 W. Nationwide Boulevard, Suite 500  
Columbus, OH 43215

Buyer shall provide Seller with Buyer's direct pay permit or exemption certification where applicable.

**Delivery**

**Instructions:** By tanker truck in accordance with instructions provided by Buyer.

**Notice**

**Addresses:**

For Seller:  
Attn: Director, Wholesale Fuels  
Bryan Ross  
R.W. Earhart Company  
P.O. Box 39  
Troy, OH 45373

For Buyer:  
Attn: Manager – Fuel Contract Administration  
American Electric Power Service Corporation (AEPSC)  
1 Riverside Plaza, 12<sup>th</sup> Floor  
Columbus, OH 43215

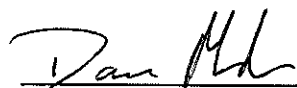
**Terms and Conditions:**


The AEP Fuel Oil Order Terms and Conditions – 12/9/14 are attached hereto and made a part of this Order, and by signing below the parties agree to be bound.

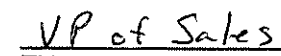
**Accepted:**

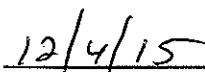
**Seller:**


**Buyer:**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name (Print)

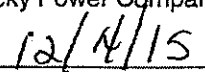
  
\_\_\_\_\_  
Title

Date:   
\_\_\_\_\_

  
\_\_\_\_\_  
Signature

Amy Jeffries

Manager Natural Gas and Oil  
AEPSC as agent and authorized signatory  
Kentucky Power Company

Date:   
\_\_\_\_\_

**AMENDMENT NO. 2 TO AEP  
SYSTEM RAIL CAR USE AGREEMENT**

This Amendment No. 2 to AEP System Rail Car Use Agreement (this "Amendment No. 2") is entered into by and among **Indiana Michigan Power Company ("I&M")**, **Appalachian Power Company (APCo)**, **Ohio Power Company (OPCo)**, **Southwestern Electric Power Company ("SWEPCO")**, **Public Service Company of Oklahoma ("PSO")** and **Kentucky Power Company ("KPCo")**, effective on the 12 day of September, 2013 (the "Effective Date").

WHEREAS, I&M, APCo, OPCo, SWEPCO and PSO are parties to that certain AEP System Rail Car Use Agreement dated April 1, 1982, as amended by Amendment No. 1 and Consent to AEP System Rail Car Use Agreement dated July 1, 2006 (the "Rail Car Use Agreement").

WHEREAS, KPCo, an indirect subsidiary of AEP, desires to become a party to the Rail Car Use Agreement.

WHEREAS, I&M, APCo, OPCo, SWEPCO, PSO and KPCo are indirect subsidiaries of American Electric Power Company, Inc. ("AEP").

WHEREAS, the Rail Car Use Agreement provides that other direct or indirect subsidiary companies of AEP may become a party to the Rail Car Use Agreement with the consent of the existing parties to the Rail Car Use Agreement and by executing and delivering a counterpart of the Rail Car Use Agreement to each of the parties thereto.

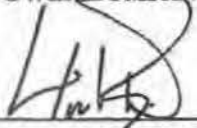
NOW THEREFORE, in consideration of the foregoing,

1. The Rail Car Use Agreement is hereby amended to add KPCo as a party.
2. KPCo hereby agrees to abide by all of the terms and conditions of the Rail Car Use Agreement.
3. APCo, I&M, OPCo, SWEPCO and PSO each consent to the addition of KPCo as a party to the Rail Car Use Agreement.
4. All other terms and conditions of the Rail Car Use Agreement as amended, a copy of which is attached, remain in full force and effect.

5. Pursuant to IC 8-1-2-49(g), this Amendment No. 2 shall not become effective as to I&M until it has been filed with the Indiana Utility Regulatory Commission.

Executed as of the Effective Date.


**OHIO POWER COMPANY**

By:   
\_\_\_\_\_  
Timothy K. Light, Vice President *RGL*


**APPALACHIAN POWER COMPANY**

By:   
\_\_\_\_\_  
Timothy K. Light, Vice President *RGL*

**INDIANA MICHIGAN POWER COMPANY**

By:   
\_\_\_\_\_  
Timothy K. Light, Vice President *RGL*

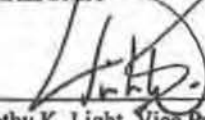
**SOUTHWESTERN ELECTRIC POWER COMPANY**

By:   
\_\_\_\_\_  
Timothy K. Light, Vice President *RGL*

**KENTUCKY POWER COMPANY**

By:   
\_\_\_\_\_  
Timothy K. Light, Vice President *RGL*

**PUBLIC SERVICE COMPANY OF OKLAHOMA**

By:   
\_\_\_\_\_  
Timothy K. Light, Vice President *RGL*