

**This Contract**, entered into this 6th day of February 2009, by and between Kentucky Power Company, hereafter called the Company, and Ashland Hospital Corporation d/b/a Kings Daughters Medical Center, 2201 Lexington Ave., Ashland, KY, 41101-2843, or his or its heirs, successors or assigns, hereafter called the Customer,

**Witneseth:**

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the **Public Service Commission of Kentucky**, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at 2201 Lexington Ave, Ashland KY 41101.

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period of 24 month(s) from the time such service is commenced, and continuing thereafter until terminated upon 12 months' written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be the later of February 26, 2009 or approval by the Public Service Commission of Kentucky. The contract shall continue per terms stated until fixed expiration date 12 years from service commencement date.

The electric energy delivered hereunder shall be alternating current at approximately 7200/12470 volts, 4-wire, 3-phase, and it shall be delivered at Customer's pole from Company pole #45-5942(Ashland-25 Circuit) and backup service at Customer's pole from Company pole 45-7388(10-3 Circuit)., which shall constitute the point of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located at Company pole 45-5942(primary) and Company pole 45-7388(backup service).

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Tariff **QUANTITY POWER PRIMARY, code 358**. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Tariff **QUANTITY POWER PRIMARY, code 358**, as regularly filed with the **Public Service Commission of Kentucky**, as long as that schedule is in effect. In the event that the tariff chosen by the Customer is replaced by a new or revised tariff incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

The Customer's contract capacity under the tariff named herein is hereby fixed at 7,400kW. If a time-of-day demand is available under the tariff and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the tariff's minimum monthly billing demand. The amount of capacity requested during the off-peak period is 7400 kW.

This Contract and the Alternative Feed Service Addendum are subject to and will become effective only upon approval by the Public Service Commission of Kentucky.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the purchase by Customer and sale by Company of electric energy at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Alternate Feed Service Addendum included as part of this Customer Electrical Service Agreement.

Kentucky Power Company

By: Errol H. Wagner

Title: Asst Secretary

Date: 02/19/09

Account Number: 030-690-095-0

Ashland Hospital Corporation d/b/a King's Daughters Medical Center

By: Fred Jackson  
Title: PRESIDENT/CEO  
Date: 2/11/09

**PUBLIC SERVICE COMMISSION OF KENTUCKY**  
EFFECTIVE 3/21/2009  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

By: [Signature]  
Executive Director

**ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICE  
ALTERNATE FEED SERVICE  
Made a Part of Contract for Electric Service Dated February 6, 2009  
Between KENTUCKY POWER COMPANY and ASHLAND HOSPITAL  
CORPORATION d/b/a KINGS DAUGHTERS MEDICAL CENTER**

Ashland Hospital Corporation d/b/a Kings Daughters Medical Center (Customer) contracts for and the Kentucky Power Company (Company) agree to provide Alternate Feed Service (AFS) to be served from a separate available distribution feeder. This AFS shall be used to back up the Customer's Basic Service, in the event of an outage to the Basic Service circuit. The AFS shall be used on a temporary basis until the Basic Service becomes available. And at no time will the AFS be operated in parallel with the Basic Service without the Company's express permission.

AFS Delivery Point

The electric energy delivered hereunder shall be alternating current at approximately 12,470 volts and it shall be delivered at Customer Pole from Company Pole 45-7388 which shall constitute the AFS delivery point under this Addendum.

The Company will have sole discretion in designating the AFS circuit and the Basic Service circuit.

AFS Capacity Reservation

The AFS Capacity Reservation is 7,400 kW.

AFS Billing Demand

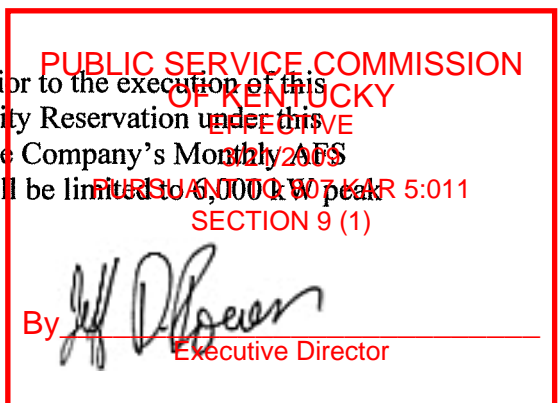
The AFS Billing Demand shall be taken each month as the single-highest 15-minute integrated peak as registered during the month by a demand meter or indicator, but the monthly AFS Billing Demand so established shall in no event be less than the greater of (a) the Customer's AFS Capacity Reservation under this Addendum, or (b) the Customer's highest previously established monthly billing demand on the AFS during the past 11 months.

AFS Capacity Reservation Demand Charge

The Monthly AFS Capacity Reservation Demand Charge is \$2.66 / kW of AFS Billing Demand.

The Company agrees that the minimum monthly charge for AFS shall be in accordance with the following schedule:

1. Because the Customer had an alternate feed service prior to the execution of this Addendum, the Customer's first 3,700 kW of AFS Capacity Reservation under this Addendum will be grandfathered and will not be billed the Company's Monthly AFS Capacity Reservation Demand Charge. The Customer will be limited to 6,000 kW peak.



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AFS capacity reservation, pending system improvement on the utility AFS circuit. Capacity in excess of 3,700 kW shall be billed at the Monthly AFS Capacity Reservation Demand Charge.

2. The customer AFS capacity reservation will be 7,400 kW, following full implementation of system improvements on the utility AFS circuit. The customer AFS charge will be based on a 7,400 kW contract reservation or the AFS billing demand. The 3,700 kW grandfathered AFS provision will be expired per the following conditions:

- A) A capacity deficiency occurred on the circuit serving the Customer's AFS Capacity Reservation.
- B) The Customer increased its reservation of AFS Capacity Reservation and the Customer's load increased resulting in insufficient capacity on the station and/or distribution circuit serving the customer's AFS.

Transfer Switch Provision

The Customer has previously purchased and installed a transfer switch, which is in service at this time. The Customer will continue to own, maintain, test, inspect and operate the transfer switch. The Customer's transfer switch is currently set at manual return, therefore, the Company and Customer agree and adhere to the following operating guidelines:

- o After a transfer of service to the AFS, the Customer agrees to return to the Basic Service within 12 hours, or as mutually agreed to by the Company and Customer.
- o In the event of system constraints, the Customer shall accomplish the transfer back to the Basic Service within ten minutes; however, the Company will endeavor to provide as much advance notice as possible to the Customer.
- o Return to the Basic Service circuit will be performed manually by the Customer, and will be coordinated with the Company load dispatcher.
- o In the event the Customer fails to return to Basic Service within 12 hours, or as mutually agreed to by the Company and Customer, or within ten minutes of notification of system constraints, the Company reserves the right to immediately disconnect the Customer's load from the AFS source.
- o If the Customer does not return to the Basic Service as agreed to, or as requested by the Company, the Company may also provide 30 days' notice to terminate this Addendum with the Customer.

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3/21/2009  
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SECTION 9 (1)**

By   
Executive Director

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All planned, non-emergency, transfers requested by either the Customer or the Company will be coordinated between the customer and the Company load dispatcher. The Customer shall provide for a trained individual to conduct all manual switching.

The Customer agrees to test and inspect the switching facilities every 12 months and perform maintenance as required. The testing, inspection and maintenance will be performed by the Customer or by an outside contractor (for the Customer).

The Customer agrees that any replacement of transfer switches be automatic-load transfer switches, and shall be set to return from the AFS circuit manually with a closed transition unless otherwise mutually agreed upon between the Company and Customer. In addition, the Customer-owned transfer switch is required to be at primary voltage and must meet the Company's engineering, operational and maintenance specifications and shall be approved by the Company's engineering group prior to the installation. The Company reserves the right to inspect the Customer-owned transfer switch and controls periodically and to disconnect the AFS for adverse impacts on reliability or safety.

Term

Unless the Parties mutually agree otherwise, this Addendum shall be in effect for an initial term of 24 months and shall remain in effect thereafter until either Party gives the other Party at least 12 months written notice of the intention to discontinue service under this Addendum. The contract shall continue per terms stated until fixed expiration date 12 years from service commencement date.


Special Provisions

The Company shall have the right to cancel this Addendum and to remove the circuit providing the AFS at any time should the Customer's demand on the AFS circuit exceed the Customer's specified AFS Capacity Reservation under this Addendum.

Disconnection of AFS under this Addendum due to reliability or safety concerns associated with Customer-owned transfer switches or AFS metered demand in excess of the AFS Capacity Reservation will not relieve the Customer of payments required during the remaining term of this Addendum.

In the event the Customer plans to increase AFS demand at any time, the Customer agrees to promptly notify the Company of such additional AFS Capacity Reservation requirements. The Customer agrees to pay the Company the actual costs of any and all additional dedicated / local facilities required to provide AFS pursuant to the Company's Terms and Conditions of Service as then filed with the Public Service Commission of

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Kentucky and to enter into a new Addendum contracting for such additional AFS Capacity Reservation requirements.  
In the event the Customer's AFS metered demand exceeds the agreed upon AFS Capacity Reservation, which jeopardizes Company facilities or the electrical service to other Company customers, the Company reserves the right to disconnect the AFS immediately.

In the event a capacity deficiency transpires on the circuit serving the Customer's AFS Capacity Reservation, the Company will provide the Customer a six months notice to discontinue the AFS. If the Customer desires to continue the AFS, the Customer shall enter into a new Addendum contracting for the Customer's total AFS Capacity Reservation.

The provisions and charges under this Addendum are subject to revision should the Customer's contract for Basic Service be modified.

In the event the Customer's contract for Basic Service terminates for any reason, the Customer is required to fulfill all payments during the term of this Addendum.

The Company assumes no responsibility should the alternate distribution circuit, the transfer switch, or other equipment required to provide the AFS fail to operate as designed or be unavailable for any reason.

ASHLAND HOSPITAL CORPORATION d/b/a KINGS DAUGHTERS MEDICAL CENTER

By:  wf

Signature: \_\_\_\_\_

**FRED JACKSON  
PRESIDENT/CEO**

Title: \_\_\_\_\_

Date: 2/11/09


By: Errol K Wagner

Signature: 

Title: ASST Secretary

Date: 2/19/09

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3/21/2009  
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By:   
Executive Director