

This Contract, entered into this 20 day of July, 2021 by and between **KENTUCKY POWER COMPANY**, hereafter called the Company, and **Blue Diamond Mining LLC, 4946 KY HIGHWAY 463 , SLEMP, KY, 41763**, or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

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** ("Commission"), all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at **Customer's Slemp Mine at Slemp, Perry County, KY.**

The Company is to furnish and the Customer is to take electric energy under the terms of this Contract for an initial period ending at 11:59 p.m. local prevailing time, March 31, 2022. Unless either party provides written notice at least 30 days prior to March 31, 2022 of the party's intent to terminate service, [REDACTED], the contract shall continue thereafter until terminated upon 12 months' written notice given by either party of its intention to terminate the Contract.

This contract is subject to, and will become effective only upon, approval by the Commission.

The electric energy delivered hereunder shall be alternating current at approximately 19900/34500 volts, 4-wire, 3-phase, and it shall be delivered at customer's take off pole at mine site from **AEP Pole # 37830538000159**, 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 on **AEP Pole # 37830538000159.**

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 **358 INDUSTRIAL GNL SVC PRIMARY**. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Schedule as regularly filed with the Commission, as long as that schedule is in effect. In the event that the Schedule chosen by the Customer is replaced by a new or revised Schedule 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 Schedule named herein is hereby fixed at **1700 kW**. If a time-of-day demand is available under the Schedule and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity and shall determine the minimum monthly billing demand of the Schedule. The amount of capacity requested during the off-peak period is **1700 kW**.

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.

Kentucky Power Company

Blue Diamond Mining, LLC

By: Cynthia Wiseman
Cynthia Wiseman

By: [Signature]
Kevin Varney

Title: VP Ext Affairs&Cust Svcs

Title: [Signature] **Linda C. Bridwell**
Executive Director

Date: 7/20/21

Date: 7-19-21

Account Number: 0345905702

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
EFFECTIVE 8/21/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICE - Flicker/Harmonics

Made a Part of Contract for Electric Service Dated July 20 2021
Between Kentucky Power Company and Blue Diamond Mining LLC

This Addendum is entered into this 20 day of July, 2021 by and between Kentucky Power Company, hereafter called the Company, and Blue Diamond Mining LLC, or his or its heirs, successors or assigns, hereafter called the Customer.

WHEREAS, the Company's terms and conditions of service contained in the applicable tariffs indicate that the Customer shall not use the electrical service provided for under the terms of the Contract for Electric Service in a manner detrimental to other customers or in such a way as to impose unacceptable voltage fluctuations or harmonic distortions, and

WHEREAS, the Customer anticipates utilizing certain equipment at the service location covered by the Contract that could impose an unacceptable level of voltage flicker or harmonic distortion,

NOW THEREFORE, the parties hereby agree as follows:

- I. POINT OF COMPLIANCE – The point where compliance with the voltage flicker and harmonic distortion requirements are evaluated. The Point of Compliance for Blue Diamond Mining LLC as per this agreement will be defined as: Company meter pole 37830538000159.
- II. VOLTAGE FLICKER CRITERIA – The Company's standards require that the voltage flicker occurring at the Point of Compliance defined herein shall remain below the Border Line of Visibility curve on the Flicker Limits Curve of IEEE Standard 141 and in compliance with the voltage flicker criteria contained in IEEE Standard 1453.
- III. HARMONIC DISTORTION CRITERIA – The Company's standards require that the harmonic distortions occurring at the Point of Compliance defined herein shall remain below the harmonic distortion criteria contained in IEEE Standard 519.
- IV. COMPLIANCE AND MONITORING – The Company reserves the right to monitor the Customer for the electric distortions referenced in this Addendum, or any other electrical distortions that would be relevant or complementary, at the determined Point of Compliance. Compliance with these criteria shall be determined solely by the Company.

The Company may agree to permit the Customer to operate above some of the Criteria stated herein, until the Company receives complaints from other customers or other operating problems arise for the Company. By so agreeing, the Company does not waive any rights it may have to strictly enforce its established criteria as measured/calculated in the future.

The Customer agrees that if the operation of its facility and equipment results in voltage flicker or harmonic distortions in excess of the Company's Criteria, it will be the Customer's responsibility to take action, at the Customer's expense, to comply with such Criteria. Corrective measures could include, but are not limited to, modifying production methods/materials or installing mitigation equipment necessary to bring the Customer's operations into compliance.

If the Customer fails to take corrective action within a reasonable time, not to exceed 90 days, after notice by the Company, the Company shall have such rights as currently provided for under its tariffs, which may include discontinuing service, until such time as the problem is corrected.

Kentucky Power Company

Blue Diamond Mining, LLC

By: Cynthia Wiseman
Cynthia Wiseman

By: Kevin Valley
Kevin Valley

Title: VP Ext Affairs&Cust Svcs

Title: Dir of Security
Linda C. Bridwell
Executive Director

Date: 7/20/21

Date: 7-19-21

Account Number: 0345905702

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell
Executive Director**

Linda C. Bridwell

EFFECTIVE
8/21/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)