

This Contract, entered into this **15th day of May, 2020** by and between **Kentucky Power Company**, hereafter called the Company, and **Clintwood JOD, LLC, Trace Fork Road, Elkhorn City, KY, 41522**, 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**, all the electric energy of the character specified herein that shall be purchased by the Customer in the premises located at **Customer's Falcon Deep Mine located at Trace Fork of Grassy near Elkhorn City, Pike 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 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 latter of the date of: (a) execution of this Contract by authorized representatives of the parties; or (b) approval of this Contract by the Public Service Commission of Kentucky**.

The electric energy delivered hereunder shall be alternating current at approximately **7200/12470** volts, **4-wire, 3-phase**, and it shall be delivered to **Customer's fused service pole from Company meter pole 37820198A20833**, 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 **Company meter pole 37820198A20833**.

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 **CONTRACT SVC IRP IGS PRIMARY, Code 330**. 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 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 **1,300 kW**. 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 minimum monthly billing demand.

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.

The Customer has elected to contract for service under the terms of the Company's Contract Service – Interruptible Power tariff. An addendum for Interruptible Power (Addendum 1) is attached hereto and incorporated herein, subject to approval by the Public Service Commission of Kentucky. This Contract and Addendum 1 shall be in full force and effect upon the first full billing period following the occurrence of the latter of: (a) execution by authorized representatives of the parties, and (b) approval by the Public Service Commission of Kentucky.

An addendum for Basic Flicker Harmonics (Addendum 2) is attached and is part of this Contract.

Kentucky Power Company

By: Kenneth L. Borders

Kenneth Borders

Title: **Manager, Customer Services**

Date: June 24, 2020

Account Number: **039-106-675-2**

Clintwood JOD, LLC

By: Kent A. Chandler
Chris Adkins
Acting Executive Director

Title: **CEO & COO**

Date: 6-19-20

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Acting Executive Director
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ADDENDUM 1
Special Terms and Conditions

This Addendum supplements and amends the Contract between Kentucky Power Company (Company) and Clintwood JOD, LLC (Customer) entered into the 15th day of May, 2020.

- I. The Customer has elected to contract for service under the Company's Contract Service Interruptible Service Tariff (Tariff C.S.-I.R.P.). A copy of the Company's current Tariff C.S.-I.R.P. is attached hereto and incorporated herein.
- II. This Addendum shall be in full force and effect upon the first full billing period following the occurrence of the latter of: (a) execution by authorized representatives of the parties; and (b) approval by the Public Service Commission of Kentucky for an initial term of two (2) years. At the conclusion of the initial two-year term, the agreement shall remain in effect until either party terminates the agreement. This Addendum is expressly conditioned upon Commission approval of the Addendum without change or condition. The month and day on which the Commission approves this Addendum shall be the Contract Anniversary Date for purposes of Paragraph V. In the event that the Commission does not approve this Addendum without change or condition, then this Addendum shall not become effective.

In order to terminate the Addendum after the initial term, a party must provide at least two (2) months' written notice of termination. The Special Provisions for Coal Mining Customers set forth in Tariff C.S.-I.R.P., regarding termination of this Addendum following permanent cessation of coal extraction or processing activity, also apply to this Addendum.

- III. The Customer's Capacity Reservation under this Contract shall be 1300 kW. The Customer designates the first 300 kW of the Capacity Reservation as the Firm Service Capacity Reservation, not subject to interruption as specified in Tariff C.S.-I.R.P.
- IV. The Interruptible Capacity Reservation shall be the remaining 1000 kW, which is equal to the Capacity Reservation under the contract less the Firm Service Capacity Reservation.
- V. By 90 days prior to each Contract Anniversary Date, the Customer shall re-nominate the Interruptible Capacity Reservation for the upcoming contract year, except that the cumulative reductions over the life of the addendum shall not exceed 20% of the original Interruptible Capacity Reservation nominated under the addendum (1000 kW). If no re-nomination is received by 90 days prior to the Contract Anniversary Date, the prior year's Interruptible Capacity Reservation shall apply for the forthcoming contract year. Any increases in the Interruptible Capacity Reservation shall be subject to availability.
- VI. Contract credits will be provided under Tariff C.S.-I.R.P. for Interruptible Capacity Reservation. The credits shall be in the amount of \$3.68 per kW per month of the then properly designated current Interruptible Capacity Reservation per month (roughly \$121/MW-day).
- This credit applies to the difference between monthly On-P designated Firm Service Capacity Reservation.

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VII. As consideration for the credits described above, the Customer shall reduce its interruptible load when a PJM emergency mandatory load management reduction action, as defined by PJM in its agreements and manuals, has been issued by PJM for the AEP Load Zone or any subzone thereof that includes the Customer's load. Such interruptions as described herein shall be designated as Mandatory Interruptions.

The Company further reserves the right to request that Customer reduce its interruptible load when, in the sole judgment of the Company, an emergency condition, consistent with the North American Electric Reliability Corporation (NERC) Reliability Standards and/or good utility practice, exists on the AEP East System pursuant to the AEP System Emergency Operating Plan, or for system integrity purposes.

VIII. The Company will endeavor to provide the Customer with as much advance notice as possible of a Mandatory Interruption of service as described in Paragraph VII. For Mandatory Interruptions, however, the Customer will be required to interrupt service within thirty (30) minutes, or a lesser period if required by PJM, of notice of a Mandatory Interruption being given, unless an exception request has been approved by PJM. If the Customer requests an exception, the Customer must complete a PJM Exception Request Form, which will be provided by the Company. The Company will submit the completed form to PJM. If the exception request is approved by PJM, the Company will notify Customer of the approved notification time period for the next PJM delivery year. The Company and/or PJM may require Customer to apply for an exemption prior to each delivery year.

The maximum number and duration of Mandatory Interruptions and the days and hours during which Customer agrees to be subject to Mandatory Interruptions shall be as specified by PJM in its agreements and manuals for the Capacity Performance Demand Response Product or any successor thereto.

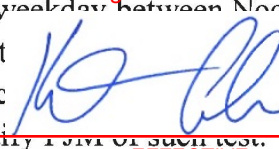
IX. If the Customer fails to interrupt load as requested by the Company for a Mandatory Interruption and the Company is assessed a non-compliance charge by PJM, the Company will pass through to the Customer the non-compliance charge associated with the Customer's non-compliance. Such non-compliance charge will be calculated by PJM in accordance with its tariff. In the event that more than one Customer fails to interrupt load as requested by the Company for a Mandatory Interruption and the Company is assessed a non-compliance charge by PJM, each customer's share of the non-compliance charge shall be in proportion to the amount of non-compliance for each customer.

X. If the Customer fails to interrupt load as requested by the Company during a Mandatory Interruption, the Company further reserves the right to (a) interrupt the Customer's entire load if necessary to address the existing emergency condition, and (b) discontinue service to the Customer under this Addendum if the Customer fails to interrupt load twice during any 12-month period as requested by the Company.

XI. The Customer agrees to comply with any PJM requirements for testing of interruptible load. PJM's current requirements provide for a one-hour test curtailment on a weekday between Noon and 8 PM during the months of June through September, excluding the Fourth of July. The Company will provide the Customer advance notice of any tests so permitted by the PJM Tariff, no later than when the Company is required to notify PJM of such test. The Company reserves the right to require an additional test curtailment if the Company does not achieve

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the minimum PJM compliance testing standards. If the Customer fails to interrupt load during two or more test curtailments during any 12-month period, the Company reserves the right to discontinue service to the Customer under this Addendum.

- XII. If the Customer fails to interrupt load as requested by the Company, or does not interrupt sufficient load up to the amount of the Customer's Interruptible Capacity Reservation for the mandatory annual Load Management testing in PJM and the Company is assessed a Load Management Test Failure charge by PJM; the Company will pass through to the Customer the Load Management Test Failure charge associated with its non-compliance.
- XIII. The Customer shall own and maintain all hardware, software, and communication equipment required to meet the specifications of the Company's communication system. The Customer is solely responsible for receiving and acting upon Mandatory Interruption notices from the Company.
- XIV. No responsibility or liability of any kind shall attach to or be incurred by the Company for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any interruption or curtailment of service under this Addendum.
- XV. This Addendum will be modified as necessary to maintain compliance/qualification with PJM requirements for a Demand Response capacity resource. If any such modification results in the Customer no longer being able to physically comply with PJM requirements, this Addendum may be terminated upon the effective date of such modifications. The Customer shall provide the Company with documentation of the physical constraint and agrees to work with the Company to satisfy any obligation for the remainder of the current delivery year.
- XVI. This Contract shall not be assigned by Customer without the written consent of the Company.

Kentucky Power Company

Clintwood JOD, LLC

By: Kenneth L. Borders

Kenneth Borders

Title: **Manager, Customer Services**

Date: June 24, 2020

By: 

Chris Adkins

Title: **CEO & COO**

Date: 6-24-2020



**Winter Peak Load Firm Service Level data required by PJM
Beginning with the Capacity Year June 1, 2020 to May 31, 2021
Addendum**

Beginning with the PJM Capacity Year 2020/2021 PJM has implemented a seasonal view of DR that splits the Capacity Year into two seasons. Winter is defined as November through April and Summer is June-October and the following May. In order to support Clintwood JOD LLC's participation in the PJM Program an additional data point is required. We now need to provide PJM with a Seasonal Firm Service Level (FSL). For Capacity Years prior to 2020/2021 we have only provided a year round estimate. AEP will utilize the current contractual Firm Service Level of 300 kW for the Summer period unless otherwise instructed by the participant; therefore only a confirmation of the Winter period FSL is being requested at this time. The provided winter FSL will automatically renew annually beginning in 2021 and for the remaining term of the parties' C.S.-I.R.P. agreement unless participant provides a written update to its Winter period FSL prior to March 1st of any year for the Capacity Year starting on June 1st of that year.

Participant Name: Clintwood JOD LLC
Physical Address: 121 Trace Fork RD. Elkhorn City KY. 41522
Contact Name and Phone Number: Larry Mullins
Email address: larry.mullins@clintwoodjod.com

Account Number	Winter Firm Service Level
039-106-675-2	300 KW.

Kentucky Power Company

Clintwood JOD, LLC

By: Kenneth L. Borders

By: Chris Adkins

Kenneth Borders

Chris Adkins

Title: **Manager, Customer Services**

Title: **CEO & COO**

Date: June 24, 2020

Date: 6-24-2020

Account Number: 039-106-675-2

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**ADDENDUM 2 TO CONTRACT FOR ELECTRICAL DISTRIBUTION SERVICE-
Flicker/Harmonics**

This Addendum is entered into this **15th day of May, 2020**, by and between **Kentucky Power Company**, hereafter called the Company, and **Clintwood JOD, 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 dated **5/15/2020** 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 the Customer's electric system connects to the Company's electric system will be the point where compliance with the voltage flicker and harmonic distortion requirements are evaluated.

II. VOLTAGE FLICKER CRITERIA – The Company's standards require that the voltage flicker occurring at the Point of Compliance shall remain below the Border Line of Visibility curve on the Flicker Limits Curve contained herein.

Notwithstanding these criteria, the Customer has certain equipment that it anticipates utilizing at the service location covered by the Contract that could impose a level of voltage flicker above the Border Line of Visibility curve. The Company agrees to permit the Customer to operate above the Border Line of Visibility curve unless and until the Company receives complaints from other customers or other operating problems arise for the Company, provided that the voltage flicker does not exceed the Border Line of Irritation curve shown on the Flicker Limits Curve, whether or not complaints or operating problems occur. By so agreeing, the Company does not waive any rights it may have to strictly enforce its established voltage flicker criteria as measured/calculated in the future. All measurements shall be determined at the Point of Compliance and compliance with these criteria shall be determined solely by the Company.

If the Customer is operating above the Border Line of Visibility curve and complaints are received by the Company or other operating problems arise, or should the Customer's flicker exceed the Border Line of Irritation curve, the Customer agrees to take action, at the Customer's expense, to comply with the Voltage Flicker Criteria. Corrective measures could include, but are not limited to, modifying production methods/materials or installing voltage flicker mitigation equipment necessary to bring the Customer's operations into compliance with the Voltage Flicker Criteria.

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.

III. HARMONIC DISTORTION CRITERIA – The Customer shall design and operate its facility in compliance with the harmonic distortion criteria contained in IEEE Standard 519-1992.

The Customer agrees that if the operation of motors, appliances, devices or apparatus results in harmonic distortions in excess of the Company's Harmonic Distortion Criteria, it will be the Customer's responsibility to take action, at the Customer's expense, to comply with such Criteria. 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

Clintwood JOD, LLC

By: Kenneth L. Borders

Kenneth Borders

Title: **Manager, Customer Services**

Date: June 24, 2020

Account Number: **039-106-675-2**

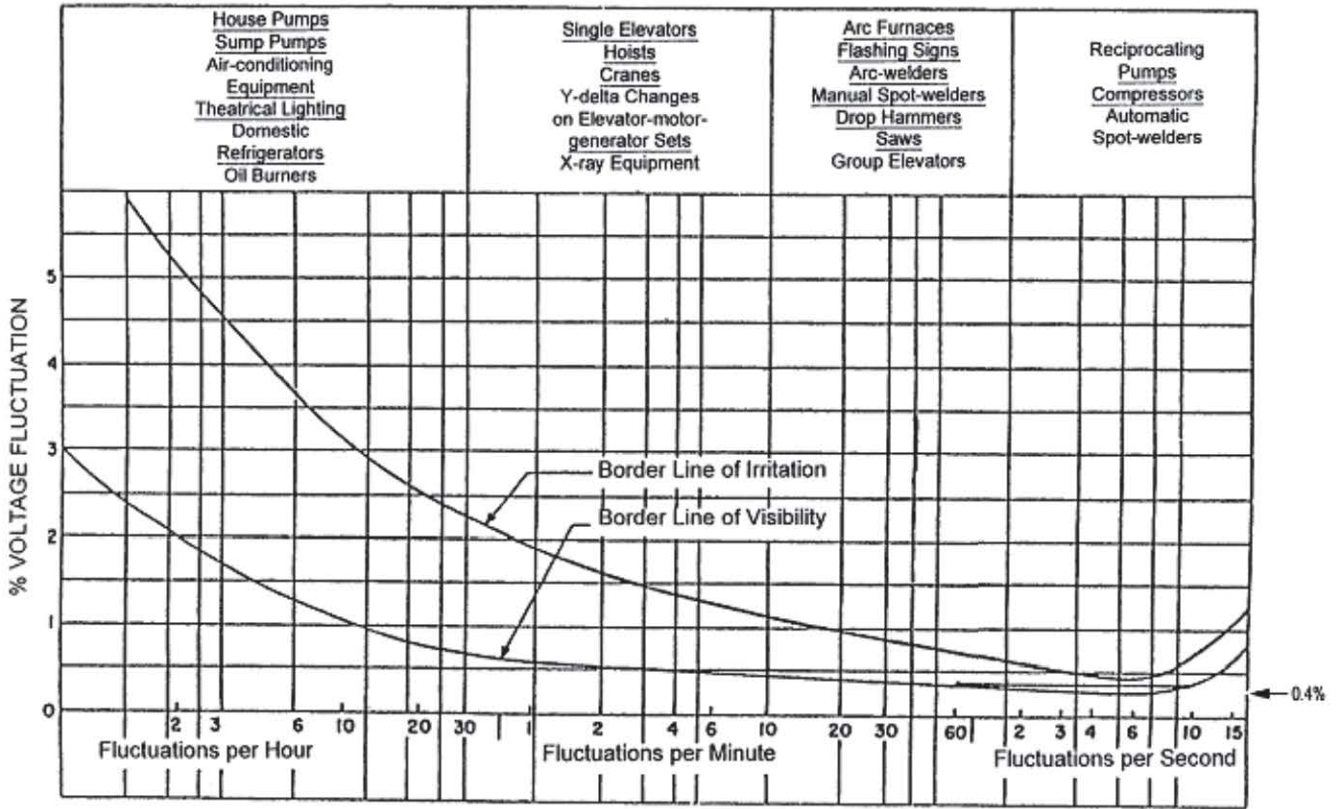
By: _____

Chris Adkins

Title: **CEO & COO**

Date: _____

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