

**This Contract**, entered into this **4th day of June, 2010** by and between **Kentucky Power Company**, hereafter called the Company, and **EQT Gathering LLC, Blackberry Crk, Ransom, KY, 41558**, 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 Derby Compressor Station located at Pinson Fork on Blackberry Creek, 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 **60** 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 date service is energized.**

The electric energy delivered hereunder shall be alternating current at approximately **19900/34500** volts, **4-wire, 3-phase**, and it shall be delivered to **Customer's service pole from Company meter pole**, 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.**

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 **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 and The Special Billing Provision Addendum are subject to approval by the Public Service Commission of Kentucky. It will be in full force and effect upon: (a) execution by authorized representatives of the parties; and (b) approval by the Public Service Commission of Kentucky.**

Kentucky Power Company  
By: Robert Shurtleff  
Robert Shurtleff  
Title: **Manager**  
Date: 7/1/10  
Account Number: **0335859440**

EQT Gathering LLC  
By: Timothy Hajbovic  
Timothy Hajbovic  
Title: **VP Engineering**  
Date: 6/28/10

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
<b>TARIFF BRANCH</b> <u>Brent Kirtley</u>
<b>EFFECTIVE 8/15/2010</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICE- SPECIAL BILLING PROVISION**

Section 1 – Service Date

It is mutually agreed the target date for service connection shall be June 1, 2010. However, service under this agreement shall commence on the date the Customer’s facilities are connected to the Company’s facilities; but in any event, billing under this Agreement will commence no later than December 1, 2011, provided the Company is ready to make the service connection.

Section 2 – Additional Monthly Minimum

The Customer agrees to pay a monthly charge of \$12,500 in addition to actual usage charges. Actual usage charges are dictated by the billing tariff and contract capacity parameters. This additional charge will continue until the contract initial term has been completed or until Section 3, Para 2, Condition 1 below has been met by the Customer as evidenced in the 15-minute integrated demand actually recorded on Company owned meter. The Customer shall provide written notification to the Company no later than 45 days after they have met Section 3, Para 2, Condition 1 below.

Section 3 – Conditional Build-Up

It is mutually agreed that the reservation of capacity contracted for by the Customer under this Agreement is 1,300 kW. However, the Company recognizes that the Customer is completing the project on a schedule that will require some period of time for the operation to transform to its full operating capacity. Therefore, the Company agrees that the contract capacity as it relates to determination of minimum monthly charges shall be in accordance with the following schedule:

Effective with the service commencement date of this Agreement, and continuing until the initial contract term has been fulfilled, the contract capacity shall be determined using one of the following conditions:

**Condition 1:** Upon written notification from the Customer that a second 1,750 HP compressor has been installed and is being used at Derby Compressor Station, the contract capacity will increase to 2,600 kW, or the highest 15-minute integrated demand, rounded to the nearest 100 kW, actually recorded since the service commencement date and the additional monthly charge of \$12,500.00 per month will be discontinued. Billing will be under Quantity Power Primary Tariff (Code 358).

**Condition 2:** Otherwise if the Customer has not provided written notification that a second 1,750 HP compressor has been installed and is being used at Derby Compressor Station, the contract capacity will remain at 1,300 kW, or the highest 15-minute integrated demand, rounded to the nearest 100 kW, actually recorded since the service commencement date and the additional monthly charge of \$12,500.00 per month will remain. Billing will be under Quantity Power Primary Tariff (Code 358)

Section 4 – Customer Option to Fund Additional Crews

It is mutually agreed that the Customer has the option to pay for additional crews to work toward completion of the line work to supply power for the Derby Compressor Station. The additional crews will work for the Company but will be funded by the Customer. The approximate cost of each additional crew is \$10,000 per crew per week. Provided the crews begin working early in the project and if the Customer requests two additional crews to work on this project it is likely the total time needed to complete the necessary line work will be reduced by ½ week for each week the additional crews are on the job. The actual acceleration in completion date contemplated by this section shall be mutually agreed upon by the Customer and the Company prior to implementation with certain conditions, such as Force Majeure, Acts of God and inclement weather being duly considered.

Kentucky Power Company

By: Robert Shurtleff

Robert Shurtleff

Title: **Manager**

Date: 7/1/10

Account Number: **0335859440**

EQT Gathering LLC

By: Timothy Harbovic

Timothy Harbovic

Title: **VP Engineering**

Date: 6/25/10

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<b>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>