

ORIGINAL

This Agreement entered into this eighteenth day of June, 1998 by and between the **KENTUCKY POWER COMPANY**, doing business as American Electric Power, hereafter called the Company, and **CONSOL OF KENTUCKY, INC., 1800 Washington Road, Suite 2, Pittsburgh, PA 15241-1405** 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 Agreement, 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 Turtle Branch of Jones Fork at Mousie, KY (Knott Co) and subject to additional terms set forth in attached addenda*.

The Company is to furnish and the Customer is to take electric energy under the terms of this Agreement for a period of five years from the time such service is commenced, and thereafter until either party shall give the other not less than one year notice in writing of his or its election to discontinue the service. The date that service shall be deemed to have commenced under this Agreement shall be as set forth in the attached addendum.*

The electric energy delivered hereunder shall be alternating current at approximately 13.8 kV, 4 wire, three phase,

and it shall be delivered at customer's pole from Company pole # _____,

which shall constitute the point of delivery under this Agreement. 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 # _____.

The reservation of capacity contracted for by Customer under the tariff named herein is hereby fixed at -see addendum* .

The Customer hereby agrees to pay the Company monthly for electric energy delivered hereunder at the rate and under the provisions of Company's Tariff ^{see} addendum,* as regularly filed with the Public Service Commission of Kentucky, said schedule being selected by the Customer, as long as said tariff is in effect; and in the event said tariff is replaced by a new or revised schedule incorporating higher or lower rates than those stipulated in the aforementioned tariff, the Company will continue to furnish service as stipulated in the Agreement and the Customer will pay for such service at the higher or lower rates from and after the date when such rates are made effective.

There are no unwritten understandings or agreements relating to the service hereinabove provided.

This Agreement 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.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

***The attached addenda (A, B, C, and D) are hereby made a part of this agreement.**

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

KENTUCKY POWER COMPANY
DBA American Electric Power

CONSOL OF KENTUCKY, INC. JUL 24 1998

By E. H. Wagner
Title: Asst Secy

By R. Rieger
Title: V.P. - OPERATIONS
PURSUANT TO 607 KAR 6011, SECTION 9 (1)
BY Shawn A. Bus
SECRETARY OF THE COMMISSION