

ADDENDA

The Addenda below are a part of the Agreement dated June 18, 1998 by and between Kentucky Power Company, d/b/a American Electric Power (the Company) and Consol of Kentucky, Inc. (the Customer) for service to the Customer's mining operation located at Turtle Branch of Jones Fork near Mousie, Kentucky.

The Company and the Customer recognize and agree that this Agreement, including all addenda, is subject to approval of the Kentucky Public Service Commission and any other regulatory agency having jurisdiction.

Addendum A:

1. It is mutually agreed that the target date for service connection shall be November 2, 1998. The Company and the Customer shall make reasonable efforts to allow such connection to be made by November 2, 1998.
2. Service under this Agreement shall commence on the date when the Customer's facilities are connected to the Company's facilities; but in any event, billing under this Agreement will commence no later than January 1, 1999, provided the Company is ready to make the service connection.

APPROVED BY THE COMMISSION
OF KENTUCKY
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Addendum B:

The reservation of capacity contracted by the Customer under this Agreement is 4,000 kW. However, the Company recognizes that the Customer is constructing a new mining operation on a schedule which will require some period of time for the development and operation to expand sufficiently to permit the use of electrical equipment requiring this capacity. Therefore, reservation of capacity shall be determined in accordance with the following schedule:

PURSUANT TO KRS 262.011
SECTION 9 (1)
SECRETARY OF THE COMMISSION

1. Effective with the service commencement date of this Agreement to the end of the July 1999 billing period, the contract capacity shall be 500 KVA under the Company's LGS tariff.
2. Effective with the August 1999 billing period of the Agreement to the end of the December 1999 billing period, the contract capacity shall be 1,000 kW under the Company's QP tariff.
3. Effective with the January 2000 billing period of the Agreement to the end of the September 2000 billing period, the contract capacity shall be 2,000 kW under the Company's QP tariff.
4. Effective with the October 2000 billing period, the contract capacity shall be 4,000 kW under the Company's QP tariff for the remainder of the contract period.

Addendum C:

The Company and the Customer agree that in order to minimize the cost to serve the Customer and to meet the Customer's target date for service, the Customer will allow the Company to use the Customer's Jones Fork Substation and exit circuit for the 13.8kV voltage source. The Company shall construct a distribution circuit consisting of #4/0 MCM AA phase conductors at 13.8kV three-phase ("express feed"), which shall be connected to the Customer's exit circuit near their Jones Fork substation. Due to possible limitations on the capacity of the Jones Fork substation, the Company and the Customer agree that the Company shall serve only the Customer or the Customer's contractors from the express feed being constructed by the Company. In return for allowing the Company to use the Customer's substation, the Customer shall receive an equipment credit of \$0.51 per kW of monthly on-peak billing demand, which will be credited to the Turtle Branch Mine account.

Addendum D:

In the event of a power outage, the Company shall use every reasonable effort, consistent with its obligations to its other customers, to restore service to the Customer as soon as possible.

**Kentucky Power Company
d/b/a American Electric Power**

CONSOL of Kentucky, Inc.

by: *E. H. Wagner*

by: *J. Morgan for R. R. Riege*

Title: *Asst Secretary*

Title: *V.P. Operations*

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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PURSUANT TO 807 KAR 6011,
SECTION 9 (1)

BY: *Stephan Bell*
SECRETARY OF THE COMMISSION