

**This Agreement**, entered into this 9th day of August, 1978  
 by and between KENTUCKY POWER COMPANY hereafter called the Company, and THE TIERNEY CORPORATION of STONE, KENTUCKY 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:

1. The Company agrees to provide and maintain a street lighting system for the Customer, consisting of the minimum number of lamps set forth below, together with electric energy through a general system of overhead distribution sufficient to continuously operate the lamps to give the maximum amount of illumination obtainable under commercial conditions from one-half hour after sunset until one-half hour before sunrise, every night and all night, approximately 4,000 hours per annum. The Customer agrees to accept the service herein contracted for during the term of years hereinafter set forth and to pay therefor at the prices set forth below, with an appropriate fuel clause adjustment at the option of the company.

**A. LAMPS IN SERVICE IN FIXTURES INSTALLED PRIOR TO September 1, 1978.**

| Number    | Size<br>In Lumens | Type  | Price per Lamp<br>per Month |
|-----------|-------------------|---|-----------------------------|
| <u>14</u> | <u>3500*</u>      | <u>Mercury Vapor - OH - Open - on Wood<br/>Distribution Pole</u>  | <u>3.00</u>                 |
|           |                   | <u>* Units of the above size and type are not available<br/>as replacements or additions to this street lighting<br/>system. Future replacements or additions will be<br/>provided with the size and type then available and the<br/>billing will be at the rate in effect for the size and<br/>type installed.</u> |                             |

**B. LAMPS INSTALLED OR TO BE INSTALLED  
ON OR SUBSEQUENT TO September 1, 1978.**

| Number | Size<br>In Lumens | Type   | Price per Lamp<br>per Month |
|--------|-------------------|--|-----------------------------|
|        | <u>7,000</u>      | <u>Mercury Vapor - OH - On Wood Distribution Pole<br/>Open or Enclosed</u> | <u>3.75</u>                 |
|        | <u>11,000</u>     | <u>Mercury Vapor-OH-Enclosed-On Distribution Pole</u>                      | <u>4.75</u>                 |
|        | <u>20,000</u>     | <u>Mercury Vapor-OH-Enclosed on Distribution Pole</u>                      | <u>5.50</u>                 |
|        |                   |  |                             |
|        |                   |  |                             |
|        |                   |  |                             |
|        |                   |  |                             |
|        |                   |  |                             |

It is agreed that the lamps contracted for shall be in the locations occupied by the present street lighting system and/or in accordance with Drawing on file in the office of the SPRIGG Division of the Company.

To the extent that this agreement calls for the installation of new facilities, the parties recognize that a period of time will necessarily elapse before all the new facilities contemplated hereunder can be obtained and installed. The Company shall make such changes in the existing system and install the additional facilities called for herein as rapidly as labor conditions and material deliveries will permit, and the minimum lamp requirements set forth in Section 1 A and B will not apply until all the lamps called for in Section 1 A and B are installed and in operation. During the period of construction the Customer agrees to pay for the lamps in operation each month at prices quoted above.

2. The Company agrees during the term hereof to make extensions to its street lighting system for the purpose of installing additional lamps of the size and type specified above when requested to do so by written notice from a duly authorized representative of the Customer. It is agreed that one additional lamp of not less than 7000 shall be installed for each extension of 150 feet from the overhead wood pole street lighting system of the Company. Whenever additional lamps are so ordered, the minimum number of lamps to be furnished throughout the remainder of the period covered by this agreement shall be increased accordingly, and payment for such additional lamps shall be at the prices specified in Section 1 B above. The Company agrees to increase the size of the lamps above specified as the Customer may, from time to time, require upon receipt of written notice from a duly authorized representative of the Customer. When such lamps are increased in size, in accordance with this provision, the minimum number of lamps of the respective size and type shall be changed accordingly. The customer agrees to pay for the larger size lamps at the prices specified in Section 1 B for the new size. Temporary lamps, if ordered, shall be furnished under special agreement.

Additional or increased size of lamps involving new fixtures, as provided for above, shall not be required of the Company during the last 2 years of the term of this agreement, except under special negotiations.

The Company is not obligated under this agreement to undertake a major rebuilding of any part of the existing street lighting system except as provided in Section 1, hereof.

3. The total monthly bill, calculated at the above prices, is due and payable on or before the 10th day of the month succeeding that in which the service is rendered.

If the Customer shall default in the payment of any bills as hereinbefore provided, the Company may at its option, after having given 10 days' written notice of its intention to do so, discontinue the service herein contracted for and continue to withhold the supply of electric energy for street lighting until such time as the Customer has made payment for all bills in which it is in arrears. Any such suspension of service by the Company shall not terminate this agreement unless Company so elects.

4. All material furnished by the Company shall remain the property of the Company and may be removed at the termination of this agreement if the Company so desires.

5. The Company shall make every effort to keep each and every lamp contracted for in operation during the time provided; and the Company agrees to restore lamps to service within 48 hours of receipt of a written notice that a lamp has failed to operate.

Should Company be unable to restore lamps to service within the 48 hour period following receipt of notice of failure to operate, the monthly rate for the lamps so reported will be adjusted to conform to the number of nights following receipt of written notice during which the lamp failed to operate in the monthly billing period.

6. The Customer shall make any requests for relocations of lamps in writing, and the Company shall comply with such requests, providing the Customer agrees to pay the Company the actual costs of such relocations within 30 days after billing therefor by the Company.

7. The Company shall, at its own cost, furnish all lamp renewals during the term of this agreement.

8. This agreement shall be and remain in full force and effect for a period of ten years from and after the FIRST day of September, 19 78.

9. The Customer as a further consideration for the promises and agreements made by the Company herein set forth hereby grants to the said Company the privilege of the use of the streets, alleys and public places of said Customer for the purpose of placing its poles and equipment for carrying out this agreement.

10. The Customer agrees that during the life of this agreement it will provide in its annual budgets and estimates and levy of taxes sufficient funds to pay the Company any amounts due it.

11. All and singular the terms and conditions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and/or assigns.

12. This agreement cancels and supersedes all previous agreements relating to the supply of the service described herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in quadruplicate by their duly authorized officers the day and year first above written.

*OKW*

ATTEST:

*J.H. Via, Jr.*  
Assistant Secretary

ATTEST:

*A.A. Medina*  
Assistant Secretary Clerk or Recorder

*A*

KENTUCKY POWER COMPANY

By *R.E. Matthews*  
EXECUTIVE Vice President

*The Irving Corporation*

By *Robert B. Stump*  
Vice President XXXXXX

THE FOREGOING AGREEMENT IS HEREBY APPROVED AND

THE \_\_\_\_\_

IS AUTHORIZED TO EXECUTE THE SAME ON BEHALF OF THE

\_\_\_\_\_ KY.,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_