

This Contract, entered into this 4th day of November 2003, by and between Kentucky Power Company dba American Electric Power, hereafter called the Company, and Kings Daughters Medical Center, 2201 Lexington Ave., Ashland, KY, 41101-2843, 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 2300 Lexington Ave, Ashland 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 September 27, 2003.

The electric energy delivered hereunder shall be alternating current at approximately 7200/12470 volts, 4-wire, 3-phase, and it shall be delivered at Customer's pole from Company pole #45-5942(25-25 Circuit) and backup service at Customer's pole from Company pole 45-7388(10-3 Circuit), 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 at Company pole 45-5942(primary) and Company pole 45-7388(backup service).

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 6,000kW. 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's minimum monthly billing demand. The amount of capacity requested during the off-peak period is 6000 kW.

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.

Alternate Feed Service Addendum included as part of this Customer Electrical Service Agreement.

Kentucky Power Company

By: Errol Wagner

Errol Wagner

Title: Directory Regulatory Services

Date: Feb. 09, 2004

Account Number: 030-690-095-1

Kings Daughters Medical Center

By: Fred L. Jackson

Fred L. Jackson
President / CEC

Title:

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SECTION 9 (1)

BY Charles L. Dorn
EXECUTIVE DIRECTOR

ADDENDUM TO CONTRACT FOR ELECTRICAL SERVICE ALTERNATE FEED SERVICE

Made a Part of Contract for Electric Service Dated 11/04/03 Between Kentucky Power Company and King's Daughter Medical Center. AFS addendum is effective on date backup service is energized following upgrade of AEP facilities required for customer specified backup contract capacity.

Kings Daughters Medical Center (Customer) contracts for, and the Kentucky Power Company dba American Electric Power (Company) agrees to provide Alternate Feed Service (AFS) to be served from a separate available distribution feeder. This AFS shall be used to back up the Customer's Basic Service, in the event of an outage to the Basic Service circuit. The AFS shall be used on a temporary basis until the Basic Service becomes available.

The Company shall have the right to cancel this Addendum and to remove the circuit providing the AFS at any time should the Customer's demand on the AFS circuit exceed **6,000 KW**, which is the Customer's specified AFS Capacity Reservation at any time.

AFS Delivery Point

The electric energy delivered hereunder shall be alternating current at approximately 12,470 volts and it shall be delivered at Company pole 45-7388, which shall constitute the AFS delivery point under this Addendum.

The Company will have sole discretion in designating the AFS circuit and the Basic Service circuit.

AFS Billing Demand

The AFS Billing Demand shall be taken each month as the single-highest 15-minute integrated peak as registered during the month by a demand meter or indicator, but the monthly AFS Billing Demand so established shall in no event be less than the greater of (a) the Customer's AFS capacity reservation under this Addendum, or (b) the Customer's highest previously established monthly billing demand on the AFS during the past 11 months, or (c) the Customer's Basic Service capacity reservation, or (d) the Customer's highest previously established monthly billing demand on the Basic Service during the past 11 months.

AFS Capacity Reservation Demand Charge

The Customer agrees to pay a Monthly AFS Capacity Reservation Demand Charge as follows:

<u>AFS Billing Demand</u>	<u>Monthly AFS Capacity Reservation Demand Charge (\$/kW)</u>
First <u>3,700</u> kW	\$0.00
All over <u>3,700</u> kW	\$4.04

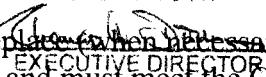
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SECTION 9 (1)

Transfer Switch Provision

The Customer shall purchase, install, own, maintain, test, inspect, operate and replace (when necessary) the transfer switch. Customer-owned switches are required to be at primary voltage and must meet the Company's engineering, operational and maintenance specifications and shall be approved by the Company's engineering group prior to the installation. The Company reserves the right to inspect the Customer-owned switches and controls periodically and to disconnect AFS for adverse impacts on reliability or safety.


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The Customer agrees to test and inspect the switching facilities every 12 months and perform maintenance as required. The testing, inspection and maintenance will be performed by the Customer, by an outside contractor or by contracting with the Company in accordance with the manufacturer's guidelines and recommendations.

Term

Unless the Parties mutually agree otherwise, this Addendum shall be in effect for an initial term of 24 months and shall remain in effect thereafter until either Party gives the other Party at least twelve (12) months written notice of the intention to discontinue service under this Addendum.

Disconnection of AFS under this Addendum due to reliability or safety concerns associated with Customer-owned transfer switches or AFS Metered Demand in excess of the AFS Capacity Reservation will not relieve the Customer of payments required during the remaining term of this Addendum.

Special Provisions

In the event the Customer plans to increase AFS demand at any time, the Customer agrees to promptly notify the Company of such additional AFS capacity reservation requirements. The Customer agrees to pay the Company the actual costs of any and all additional dedicated / local facilities required to provide AFS pursuant to the Company's Terms and Conditions of Service as then filed with the KY PSC and to enter into a new Addendum contracting for such additional AFS capacity reservation requirements.

In the event the Customer's AFS metered demand exceeds the agreed upon AFS capacity reservation, which jeopardizes Company facilities or the electrical service to other Company customers, the Company reserves the right to disconnect the AFS immediately.

In the event a capacity deficiency transpires on the circuit serving the Customer's AFS capacity reservation, the Company will provide the Customer a six months notice to discontinue the AFS. If the Customer desires to continue the AFS, the Customer shall enter into a new Addendum contracting for the Customer's total AFS capacity reservation.

The provisions and charges under this Addendum are subject to revision should the Customer's contract for Basic Service be modified.

In the event the Customer's contract for Basic Service terminates for any reason, the Customer is required to fulfill all payments during the term of this Addendum.

The Company assumes no responsibility should the alternate distribution circuit, the transfer switch, or other equipment required to provide the AFS fail to operate as designed or be unavailable for any reason.

Kentucky Power Company

By: Errol Wagner

Errol Wagner

Title: Director Regulatory Services

Date: Feb. 09, 2004

Account Number: 030-690-095-1

Kings Daughters Medical Center

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Fred L. Jackson
President / CEC

MAR 13 2004 Title:

PURSUANT TO 807 KAR 5.013
SECTION 9 (1) Date:

1/23/04

BY: Charles H. Dine
EXECUTIVE DIRECTOR