

**ADDENDUM TO THE EXPERIMENTAL SERVICE CONTRACT
BETWEEN KENTUCKY POWER COMPANY AND
WAL-MART STORES, INC.**

RECEIVED
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COMMISSION

THIS ADDENDUM to the Experimental Service Contract, entered into March 20, 1995, by and between the **KENTUCKY POWER COMPANY, d/b/a American Electric Power**, a Kentucky corporation (the **Company**), and **WAL-MART STORES, INC.**, a Delaware corporation (the **Customer**), qualified to do business in Kentucky,

WITNESSETH:

WHEREAS, the Company is a corporation organized and existing under the laws of the State of Kentucky with its principal place of business at Ashland, Kentucky, and owns and operates facilities for the generation, transmission and distribution of electric power and energy in the State of Kentucky; and

WHEREAS, the Company and the Customer entered into a Contract for Experimental Variable Energy Pricing Service dated March 20, 1995 (Experimental Service Contract), whereby the Company agreed to test under the provisions of the Experimental Service Contract, an innovative, experimental variable pricing service for the term and subject to the provisions and conditions specified in the Experimental Service Contract; and

WHEREAS, the Company and the Customer both agree to cooperate with each other so that the merits of the experimental variable pricing service provided for in the Experimental Service Contract may continue to be evaluated from the perspectives of both the Company and the Customer, for the term specified in this Addendum.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Company and the Customer agree to amend their Experimental Service Contract, in the following respects:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 06 1997

PURSUANT TO 807 KAR 500.01,
SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

1. The term of this Addendum to the Experimental Service Contract shall extend for a period of one (1) year beginning on the 25th day of May 1997, and thereafter in successive periods of one (1) year each. Either Party may elect to terminate service under the provisions of the Experimental Service Contract and this Addendum by giving the other Party at least six (6) months' notice in writing of its election to discontinue.
2. Except as expressly provided to the contrary in this Addendum, the provisions of service hereunder shall be made in accordance with all other terms and conditions of the Experimental Service Contract.
3. This Addendum shall be filed with and is subject to the jurisdiction of the Kentucky Public Service Commission (Commission), and is also subject to such lawful action as any regulatory authority having jurisdiction with respect thereto.
4. This Addendum is expressly conditioned upon approval by the Commission of this Addendum without change or condition. In the event the Commission does not so find or approve, then this Addendum shall not become effective, unless the Parties agree otherwise in writing to such change or condition.

KENTUCKY POWER COMPANY
d/b/a American Electric Power

By *E. K. Wagner*
Title *Director Regulatory Affairs*
Date *June 5, 1997*

WAL-MART STORES, INC.

By *Richard Arnold*
Title *DIRECTOR OF ENERGY mgm*
Date *May 22, 1997*
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 06 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: *Stephan Bue*
SECRETARY OF THE COMMISSION