

**Seller
Address:**

**Buyer
Address:** Appalachian Power Company
1 Riverside Plaza, 14th Floor
Columbus, OH 43215
Attn: Karen Carey
Phone: 614-716-6229

Goods: Seller will deliver #2 Ultra Low Sulfur Diesel (B5 Acceptable) Fuel as per Exhibit A attached specifications unless otherwise agreed by the Parties. All product delivered under this Purchase Order will be red-dyed, off-road diesel. Should Seller want to propose changes to the Exhibit A specifications, Seller must obtain Buyer's written approval in advance, as any such proposed changes could impact or change Buyer's environmental permits.

**Designated
Delivery
Point:** Amos Power Plant (Kanawha River Mile Post 39.8)

Term: This Order shall commence on October 1, 2014 and end on September 30, 2015 ("Term").

Upon 30 days advance notice to Seller, Buyer shall have the option to extend the Term of this Order for an additional period of one (1) year. Such option election shall be made by e-mail or in writing.

Quantity: Each delivery shall be of a volume agreed upon by the Parties. There shall be no annual minimum volume established.

Price: The Selling Price shall equal the total of the Product Basis and the Price Adder for the Goods to be delivered to the Designated Delivery Points. If the day of delivery falls on a non-business day, then the Parties agree to use the Platts price for the most recent prior business day.

Product Origin:

Product Basis: Average of the low and high price per gallon, as shown on Platts US Marketscan, Gulf Coast, Waterborne Ultra Low Sulfur #2 for the day of delivery

Price Adder/Discount: \$_____ per gallon

Freight Adder/Discount: \$_____ per gallon

Demurrage Charge: \$_____
(if applicable)

Invoicing and Taxes: Buyer and Seller agree that the following taxes shall apply to deliveries under this Order to the extent, and only to the extent, that the taxes are not already included in the Selling Price: sales and use taxes, the Federal Oil Spill Liability Tax and the Federal Leaking Underground Storage Tank Tax.

Seller's invoice shall state the Goods being sold, the gross delivered weight in gallons, the Selling Price, and the amounts of the following adjustments to the Selling Price based upon the components as enumerated below:

1. The Product description and gross delivered weight in gallons
2. The Selling Price, less any applicable discount or adder
3. Freight Charge
4. Taxes as individual line item charges, as applicable, such as:
 - a) Sales and use taxes
 - b) Federal Oil Spill Liability Tax (the "Environmental Fee")
 - c) Federal Leaking Underground Storage Tank Tax or L.U.S.T. Tax
5. Demurrage Charge, if applicable

With regard to federal and state excise taxes and environmental taxes and fees not named herein, Seller shall inform Buyer in writing, no less than thirty (30) days in advance, of the relevant legislation enacting such new federal and state excise taxes and environmental taxes and fees (hereafter "New Taxes and/or Fees"). Unless Buyer disputes Seller's advice within thirty (30) days after receipt of Seller's written notification, then thereafter such other New Taxes and/or Fees shall be reflected in Seller's invoicing as individual line item charges. Should Buyer dispute the applicability of any such New Taxes and/or Fees, then the parties shall meet to discuss a resolution to the disputed New Taxes and/or Fees.

Buyer shall have no obligation to pay any interest or penalties on any taxes unless such interest or penalties arise solely as a result of Buyer's conduct.

Delivery Instructions: **By water vessels** to the Designated Delivery Point in accordance with instructions provided by Buyer.

Notice Addresses: For Seller:

For Buyer:
Attn: Manager – Fuel Contract Administration
American Electric Power Service Corporation
1 Riverside Plaza, 12th Floor
Columbus, OH 43215

Terms and Conditions: The Consumable Purchase Order Terms and Conditions – 10/1/2009 are attached hereto and made a part of this Order, and by signing below the parties agree to be bound.

The following exceptions to the T&C's are incorporated herein by specific reference:

Section 4., Shipment and Delivery, shall be deleted in its entirety and the following Section 4 inserted in lieu thereof:

"4. Shipment and Delivery. Seller must comply at Seller's expense with any packing, shipping, and weighing instructions issued by Buyer. Seller is responsible for loss or damage to the Goods caused by improper delivery. Buyer is responsible for additional costs incurred by Seller in complying with Buyer's shipping instructions. Seller is responsible for additional costs caused by Seller's failure to comply with shipping instructions. Seller must give Buyer 24 hour notice of its anticipated failure to meet the shipment or delivery schedule. If Goods are not shipped or delivered within the stated time frame, or in the event of any other failure to perform this Order by Seller, Buyer may, at its option, in whole or in part, and without waiving its claim for damages against Seller: (a) keep the Goods; or (b) cancel the Order, return the goods to Seller at Seller's expense, and purchase similar goods in the open market, in which case Seller must pay Buyer the amount equal to the positive difference, if any, obtained by subtracting the Order Price from the Replacement Price, plus any additional delivery and transportation costs incurred by Buyer due to Seller's failure to perform. Except for the indemnification responsibility of the parties, SUBPARTS 4(a) AND 4(b) REPRESENT BUYER'S SOLE REMEDIES FOR SELLER'S FAILURE TO PERFORM THIS ORDER. "Replacement Price" means the price, negotiated by Buyer in a commercially reasonable manner, at which Buyer purchases substitute Goods for the deficiency. Buyer's retention of Goods is not acceptance of the Goods. In the event that any cancellation by Buyer is determined to be without proper cause, Seller's damages shall be limited to the damages payable under Section 14. Buyer reserves the right to have all or any part of the Goods reconsigned for delivery to alternative destinations and shall be responsible for any additional delivery and transportation costs incurred as a result of such reconsignment. If necessary for Buyer's exercise of these rights, Buyer shall notify Seller and provide alternative shipping and invoicing instructions.

"Seller shall not deliver Goods to Buyer in water vessels weighing in excess of the weights prescribed under applicable state and federal laws.

"Each Party hereby stipulates that the payment obligations set forth above are reasonable in light of the anticipated harm and each Party hereby waives the right to contest such payments as an unreasonable penalty or otherwise."

Section 9., shall be deleted in its entirety and the following Section 9 inserted in lieu thereof:

"9. Insurance. Seller shall (a) comply with the workers' compensation and occupational disease law of the state where the services are performed; (b) employer's liability in an amount not less than \$1,000,000; (c) maintain commercial general liability insurance, with applicable vessel exclusions removed as appropriate to the nature of Seller's activities in connection with this Agreement, including Pollution Liability (to the extent commercially available) and Contractual Liability covering claims of bodily injury and property damage in an amount not less than \$1,000,000 combined single limit each occurrence; (d) maintain business automobile insurance covering all Owner, Non-owned and hired autos in an amount not less than \$1,000,000 each occurrence; (e) if Seller (or any of its subcontractors) are engaged in operations which use marine vessels or floating equipment, or subject to maritime jurisdiction, Marine Liability insurance (including Jones Act and maritime

employer's liability) and pollution liability (under terms equivalent to current W.Q.I.S policy provisions) in amounts not less than \$10,000,000 per occurrence; (f) Protection and Indemnity insurance, including collision, tower's liability, and contractual liability, with primary limits not less than \$1,000,000 per occurrence; (g) hull and machinery insurance in an amount not less than the fair market value of any vessels employed hereunder; and (h) excess liability insurance, following the terms of the above coverage's, of not less than \$10,000,000 per occurrence; provided, however, that Seller may, as permitted by law, self-insure during performance of this Agreement to meet the requirements of this Section and shall, upon Buyer's written request, provide documentation of its self-insured status prior to entering Buyer's site. All such policies shall be considered primary to any other insurance maintained by Buyer or Buyer's affiliates and contain waivers of the insurer's subrogation rights against Buyer and its affiliates, and shall, except for Workers Compensation insurance, name Buyer and its affiliates as additional insured for any liabilities arising under this Agreement. Seller agrees that it will be fully responsible for any and all deductibles or retentions applicable to the insurance required hereunder."

Item 16. Assignment. The following new sentence shall be added to the end of the paragraph in this Item as follows:

"Buyer may, without the written consent of Seller, assign or convey any and all of its interest in this Order to one or more affiliated entities of American Electric Power Company, Inc., and upon such assignment, assignor shall be released from any further obligations or liabilities under this Order that have been assumed by the assignee and assignee shall be considered as the Buyer for all purposes of this Order."

Section 18. Financial Responsibility, shall be deleted in its entirety and replaced with the following in lieu thereof.

"Item 18. Financial Responsibility, shall have the following additional language:

Buyer shall have the right, but not the obligation, to request from Seller or Seller's guarantor, as applicable audited annual financial statements and quarterly unaudited financial statements. Should the creditworthiness or financial responsibility of Seller become unsatisfactory to Buyer, in its reasonable judgment, at any time during which this Order is in effect, satisfactory Performance Assurance may be required before further deliveries/receipts are made under this Order.

"Performance Assurance" means collateral in the form of either cash or Letters of Credit or other such security of the type and amount requested by the party demanding Performance Assurance.

"Letters of Credit" means one or more irrevocable, transferable, standby letter of credit, issued by a major United States commercial bank or the United States branch office of a foreign bank, reasonably acceptable to the beneficiary with, in either case, a senior unsecured credit rating of at least (a) "A-" by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P"), and "A-3" by Moody's Investors Service, Inc. ("Moody's"), if such entity is rated by both S&P and Moody's, or (b) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's, but not both.

Except as set forth above, this Purchase Order shall be governed by the Consumable Purchase Order Terms and Conditions - 6/1/2009 attached hereto and made a part of this Purchase Order, and by signing below the parties agree to be bound.

Accepted: Buyer:

Seller:

SIGNATURE

SIGNATURE

Marguerite C. Mills
Vice President
Appalachian Power Company

DATE

DRAFT

Exhibit A
DIESEL FUEL SPECIFICATIONS

General - This specification covers ASTM grade S15 diesel fuel.

Qualifications - ULSD No. 2; Under ASTM D 975

I. PROPERTIES

1. Viscosity Shall not be less than 1.9 mm²/s, nor more than 4.1 mm²/s at 40°C (104°F), as determined by ASTM D 445.
2. Flash Point Shall not be less than 54°C (130°F) when determined by ASTM D 93.
3. Pour Point From September 1 to March 31, -18°C (0°F) max as determined by ASTM D 97. From April 1, to August 31, -12°C (10°F) max as determined by ASTM D 97.
4. Cloud Point From September 1 to March 31, -0°C (+10°F) max as determined by ASTM D 2500. From April 1 to August 31, -7°C (+20°F) max as determined by ASTM D 2500.
5. Carbon Residue Shall not be in excess of 0.35% when determined by ASTM D 524 on 10% distillation residue.
6. Sulfur Shall not exceed 15 ppm when determined by ASTM D 5453 for S15.
7. Sediment and Water Shall not be in excess of 0.05% by volume when determined by ASTM D 2709.
8. Distillation Shall conform to the following requirements when determined by ASTM D 86:

90% Distillation Point	282°C (539.6°F) Minimum
	338°C (640.4°F) Maximum
9. Cetane Number Shall not be less than 40 when determined by ASTM D 613 and either the minimum cetane index must be 40 by ASTM D 976 or the aromaticity must not exceed 35 vol% by ASTM D 1319.
10. Lubricity The wear scar diameter shall not exceed 520 microns when determined by ASTM D 6079.
11. Conductivity Shall not be less than 25 pS/m when determined by ASTM D 2624.
12. Corrosion A clean, freshly polished, copper strip shall not exhibit a rating of more than 3 as determined by ASTM D 130.
13. Ash Shall not be in excess of 0.01% when determined by ASTM D 482.
14. Workmanship The fuel oil will be clear and free of any visible suspended material.