BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIGH AUG 20 PM 4: 54

In the Matter of the Application of Columbus Southern Power Company and	PUCO
Ohio Power Company for Approval of an Additional Generation Service Rate Increase Pursuant to Their Post-Market Development Period Rate Stabilization Plan.	
In the Matter of the Application of Columbus Southern Power Company and Ohio Power Company for Approval of an Additional Generation Service Rate Increase) Pursuant to Their Post-Market Development Period Rate Stabilization Plan.	
In the Matter of the Application of Columbus Southern Power Company and Ohio Power Company for Approval of an Additional Generation Service Rate Increase Pursuant to Their Post-Market Development Period Rate Stabilization Plan.	
In the Matter of Application of Columbus Southern Power Company and Ohio Power Company to Update Each Company's Transmission Cost Recovery Rider.)) Case No. 07-1156-EL-UNC)
In the Matter of the Complaint of Ormet Primary Aluminum Corporation And Ormet Aluminum Mill Products Corporation, Complainants, v.	() () () () () Case No. 05-1057-EL-CSS
South Central Power Company and Ohio Power Company, Respondents.)))

JOINT MOTION OF ORMET PRIMARY ALUMINUM CORPORATION, COLUMBUS SOUTHERN POWER COMPANY AND OHIO POWER COMPANY FOR ACCEPTANCE OF SUPPLEMENTAL AGREEMENT AND ORMET'S MOTION TO WITHDRAW ITS APPLICATION FOR REHEARING

This is to certify that the images appearing are an audirate and complete reproduction of a case file designant delivered in the regular course of business.

Wechnidian SM Date Processed 8/21/08

On February 29, 2008, Ormet Primary Aluminum Corporation ("Ormet") filed a motion to intervene in Case No. 07-1132-EL-UNC, 07-1156-EL-UNC, 07-1191-EL-UNC and 07-1156-EL-UNC and an application for rehearing of the Commission's January 30, 2008 Opinion and Order in those cases. As a result of settlement discussions among Columbus Southern Power Company ("CSP"), Ohio Power Company ("OPCO" and together with CSP, "AEP Ohio") and Ormet, Ormet moves to withdraw its application for rehearing in those cases contingent upon the Commission's acceptance in its entirety and without alteration of the Supplemental Agreement attached hereto as Exhibit A. In connection with the withdrawal of Ormet's application for rehearing, the undersigned parties jointly move the Commission to accept the Supplemental Agreement for filing in Case No. 05-1057-EL-CSS. The Supplemental Agreement would reduce the amount of the deposit provided by Ormet in connection with the provision of electric service to its Hannibal, Ohio facilities by AEP Ohio, as more fully described in the Supplemental Agreement. The effectiveness of the Supplemental Agreement is expressly conditioned by the acceptance of this Joint Motion and the Supplemental Agreement in their entirety and without alteration by the Commission, and the authorization, if needed, for Ormet to withdraw its application for rehearing.

Respectfully submitted.

Marvin I Resnik, Counsel of Record American Electric Power Service

Corporation

1 Riverside Plaza, 29th Floor Columbus, Ohio 43215

(614) 716-1606

Fax: (614) 716-2950 miresnik@aep.com

Daniel R. Conway Porter Wright Morris & Arthur LLP 41 South High Street Columbus, Ohio 43215 Tel: (614) 227-2270

Email: dconway@porterwright.com Counsel for Columbus Southern Power Company and Ohio Power Company

Clinton A. Vince / HTR per authorization Clinton A. Vince, Coursel of Record

cvince@sonnenschein.com

Emma F. Hand

ehand@sonnenschein.com

Sonnenschein Nath & Rosenthal LLP

1301 K Street NW

Suite 600, East Tower

Washington, DC 20005

Attorneys for Ormet Primary Corporation

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Joint Motion of Ormet Primary Aluminum Corporation, Columbus Southern Power Company and Ohio Power Company for Acceptance of Supplemental Agreement and Ormet's Motion to Withdraw its Application for Rehearing, was served by U.S. Mail and electronic mail upon counsel identified below for all parties of record this 20th day of August, 2008.

Marvin I. Resnik

Samuel C. Randazzo, Esq.
Lisa G. McAlister
Daniel J. Neilsen
Joseph M. Clark
McNees Wallace & Nurick LLP
21 East State Street,17 Floor
Columbus, Ohio 43215-4228
sam@mwncmh.com
lmealister@mwnch.com
dneilsen@mwncmh.com
jclark@mwncmh.com

Thomas McNamee Attorney General's Office Public Utilities Commission of Ohio 180 East Broad Street, 8th Floor Columbus, Ohio 43215 thomas.mcnamee@puc.state.oh.us

Jeff Small
Ann M. Holtz
Jackie Roberts
Assistant Consumer's Counsel
Ohio Consumer Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215
holtz@occ.state.oh.us
Roberts@occ.state.oh.us

David C. Rinebolt Ohio Partners for Affordable Energy 231 West Lima Street P.O. Box 1791 Findlay, Ohio 45839-1793

David F. Boehm, Esq.
Michael L. Kurtz, Esq.
Boehm, Kurtz & Lowery
36 East Seventh Street, Suite 1510
Cincinnati, Ohio 45202
dboehm@bkllawfirm.com

Michael R. Smalz
Joseph V. Maskovyak
Ohio State Legal Services Association
555 Buttles Avenue
Columbus, Ohio 43215-1137
msmalz@osla.org
jmaskoyak@osla.org

Richard L. Sites
General Counsel
Ohio Hospital Association
155 East Broad Street, 15th Floor
Columbus, Ohio 43215-3620
rsites@ohanet.org

William Case
Thomas Lodge
Robert Mone
Kurt Helfrich
Thompson Hine
10 West Broad Street, Suite 700
Columbus, Ohio 43215

Nathaniel Hawthorne 27600 Chagrin Blvd. #265 Cleveland, Ohio 44122 Clinton A. Vince, Counsel of Record cvince@sonnenschein.com
Emma F. Hand
ehand@sonnenschein.com
Sonnenschein Nath & Rosenthal LLP
1301 K Street NW
Suite 600, East Tower
Washington, DC 20005
202-408-6400 (phone)
202-408-6399 (fax)

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT (the "Agreement") is made as of this 20th day of August, 2008 by and among COLUMBUS SOUTHERN POWER COMPANY, an Ohio corporation ("CSPC"), and OHIO POWER COMPANY, an Ohio corporation ("OPC", and together with CSPC, "AEP Ohio") and ORMET PRIMARY ALUMINUM CORPORATION, a Delaware corporation ("Ormet"). AEP Ohio and Ormet are each a "Party" or collectively, the "Parties." All terms not otherwise defined in this Agreement shall have the meanings set forth in the Ormet Services Agreement (as defined below).

RECITALS:

- A. AEP Ohio and Ormet have entered into that certain Contract for Electric Energy approved by the Public Utilities Commission of Ohio (the "Commission") in the Stipulation and Recommendation (the "Stipulation") in Case No. 05-1057-EL-CSS, dated as of October 20, 2006, pursuant to which AEP Ohio provides electric energy to Ormet for use at Ormet's Hannibal, Ohio facilities (the "Contract", and together with the Stipulation, the "Ormet Services Agreement");
- B. On even date hereof, (i) Ormet has filed a motion ("Ormet's Motion") in Case Nos. 07-1132-EL-UNC, 07-1191-EL-UNC, 07-1278-EL-UNC and 07-1156-EL-UNC with the Commission to withdraw Ormet's Application for Rehearing dated February 29, 2008 of the Commission's January 30, 2008 Opinion and Order in the referenced cases (the "Ormet Rehearing Application") and (ii) Ormet and AEP Ohio have jointly moved the Commission to accept this Agreement for filing in Case No. 05-1057-EL-CSS; and
- C. Contingent upon the withdrawal of the Ormet Rehearing Application and the approval of this Agreement by the Commission, AEP Ohio and Ormet desire to enter into this Agreement to reduce, during the term of this Agreement, the amount of collateral to be held by AEP Ohio under the Ormet Services Agreement.
- NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:
- 1. Reduced Deposit Obligation. Notwithstanding the provisions of Paragraph 9 of the Stipulation, during the period from the Effective Date of this Agreement through and including December 31, 2008, Ormet's deposit obligation shall be reduced from cash in the amount of one hundred thirty percent (130%) of the anticipated monthly billing for Ormet's Hannibal facilities at full operation to a deposit of cash in the amount of SEVEN MILLION DOLLARS (US\$ 7,000,000.00). Ormet hereby grants to AEP Ohio a lien on and security interest in such cash deposit. Notwithstanding anything contained in this Agreement to the contrary, the provisions of Paragraph 14 of the Stipulation shall remain in full force and effect.
- 2. Return of Excess Cash Deposit. Within two (2) Business Days of the Effective Date, AEP Ohio will return to Ormet that portion of Ormet's cash deposit under the Stipulation

that is in excess of SEVEN MILLION DOLLARS (US\$ 7,000,000.00) by wire transfer to Ormet's designated account. Ormet shall designate the account in a writing duly signed by an authorized officer of Ormet.

- Term: Termination. This Agreement shall commence as of the date ("Effective Date") the Commission issues its first order accepting both Ormet's Motion to withdraw Ormet's Rehearing Application and this Agreement in their entirety and without alteration. This Agreement shall thereafter remain in effect until the earlier of December 31, 2008 or the date that the Ormet Services Agreement is terminated. This Agreement is expressly conditioned on the acceptance of both Ormet's Motion and this Agreement in their entirety and without alteration by the Commission. If the Commission rejects all or any part of Ormet's Motion or this Agreement, or otherwise materially modifies any of its or their terms, either Party shall have the right to terminate and withdraw from this Agreement without liability by filing a notice with the other Party and with the Commission.
- 4. <u>Multiple Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute the agreement of the Parties.
- 5. <u>Amendments, Entire Agreement: Waivers.</u> This Agreement together with the Ormet Services Agreement constitute the entire agreement among the Parties and supersede and cancel any prior agreements, undertakings, declarations and representations, whether written or oral, regarding the subject matter hereof. No amendment of this Agreement shall be effective unless in writing and signed by all Parties. No waiver of any provision of this Agreement nor consent to any departure by a Party from the terms hereof shall be effective unless such waiver is in writing and signed by the affected Party. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.
- 6. <u>Assignment: Successors and Assigns</u>. No Party may assign or otherwise transfer its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and legal representatives.
- Representations and Warranties. Each Party represents and warrants that: (i) it is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation and has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement; (ii) other than as set forth in Section 3, no authorization, approval, consent or order of, or registration or filing with any court or other governmental body having jurisdiction over such Party is required on the part of such Party for the execution and delivery of this Agreement; (iii) nothing (whether financial condition or any other condition or situation) exists that will or could impair in any way the obligations and liabilities of such Party under this Agreement; (iv) the execution, delivery, and performance of this Agreement by such Party have been duly authorized by all requisite corporate actions of such Party, and do not and will not violate

any applicable law or such Party's charter documents; and (v) such Party has duly executed and delivered this Agreement and this Agreement constitutes a valid and legally binding obligation of such Party, except as the enforceability of this Agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

[signatures on following page]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative as of this 20th day of August, 2008.

ORMET PRIMARY ALUMINUM CORPORATION

By:

Name:

.

COLUMBUS SOUTHERN POWER COMPANY

By:

Name:

OHIO POWER COMPANY

Rw

Mamor

Doc #375720.v2 Date: 8/19/2008 5:34 PM