

AC FILE 38  
BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

RECEIVED-DOCKETING DIV  
2009 AUG 21 PM 4:22

In the Matter of the Joint Petition of )  
Ohio Power Company and )  
Ohio Edison Company for Approval )  
of an Agreement Regarding the Transfer )  
of Utility Assets. )

PUCO  
Case No. 09-738 EL-ATR

**JOINT PETITION**

Now come the Petitioners, Ohio Power Company ("OP" of "AEP") and Ohio Edison Company ("Ohio Edison"), jointly file with the Public Utilities Commission of Ohio ("Commission") for its approval, pursuant to R.C. 4905.48 an agreement entitled "Decliff Circuit Asset Transfer Agreement" ("Agreement") concerning the transfer of ownership of approximately 1.0 mile of Ohio Edison's 34.5 kV transmission line to AEP.

In support of this Petition, OP and Ohio Edison represent that:

1. OP and Ohio Edison are both electric companies and public utilities subject to the jurisdiction of this Commission by virtue of R.C. 4905.02, R.C. 4905.03(A)(4) and R.C. 4905.04. The Petitioners furnish retail electric services throughout Ohio.
2. OP's Harpster-Decliff 34.5 kV transmission line radially feeds OP's Decliff Station and a 34.5 kV transmission delivery point to Ohio Edison which in turn provides delivery points via a Ohio Edison radial 34.5 kV transmission extension to Brownstown (Buckeye Power/Mid-Ohio Energy Cooperative) & Meeker (Buckeye Power/Mid-Ohio Energy Cooperative) Stations.

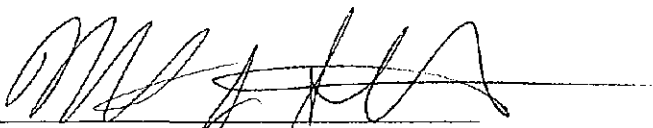
This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business  
Technician AM Date Processed 8/21/09

3. The Harpster-Decliff 34.5 kV line is seventy two years old, built in 1937. The quality of performance and accessibility of this line led to the decision to relocate and rebuild the line.
4. Petitioners request approval of the transfer of approximately 1.0 mile of Ohio Edison's transmission line as represented in Exhibit 1. Upon Commission approval the utilities can execute a version of the document and file the final version in this docket.
5. Ohio Edison will relinquish all right, title, and interest that it presently owns in the approximate 1.0 mile section of Ohio Edison's 34.5 kV transmission line which will become part of the circuit extending to AEP's Decliff Station. The ownership of one span of conductors currently owned by Ohio Edison to feed Meeker Station will remain Ohio Edison's.
6. The transaction contemplated will have no material adverse impact on retail rates or market prices because the Petitioners have agreed that the transaction will not result in any significant increase or decrease in the net transmission plant owned by each Petitioner.
7. The Petitioners represent that the purpose of the proposed transfer of ownership and resulting improvements to the transmission line in the area is to improve reliability in the area. Thus, the Petitioners assert that the transaction is consistent with the public interest.
8. Petitioners inform the Commission that it does not need to file the transfer with the Federal Energy Regulatory Commission due to the low economic value of the assets involved in the approximately 1.0 mile of transmission line.

9. Petitioners respectfully submit that the information set forth in this Joint Petition, along with its Exhibits, demonstrates that the transfer of property is warranted and that approval of the transaction by the Commission is appropriate.
10. As a point of notification, in an effort to address the long-term reliability efforts for the area, the approximately 1.0 mile of transmission line obtained by AEP in this filing will likely be eventually sold to Mid-Ohio Energy Cooperative and remain under the support of Mid-Ohio Energy Cooperative. This transfer will not require a R.C. 4905.48 filing, but the Petitioners found it appropriate to provide the Commission the long-term plan for the area.
11. Petitioners respectfully request that the Commission find that no hearing on this Joint Petition is warranted or required and that this Joint Petition be approved forthwith. Petitioners seek swift Commission action and a Commission decision no later than September 16, 2009, so that the projected reliability benefits can be realized as soon as possible.

WHEREFORE, OP and Ohio Edison ask that the Commission approve this Joint Petition and permission to enter into the Agreement attached in draft form as Exhibit 1 and authorize the Petitioners to proceed to implement same.


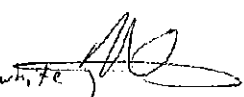
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Matthew J. Satterwhite', is written over a horizontal line.

Matthew J. Satterwhite  
American Electric Power Service Corporation  
1 Riverside Plaza, 29<sup>th</sup> Floor

Columbus, Ohio 43215  
Telephone: (614) 716-1915  
FAX: (614) 716-2950  
Email: mjsatterwhite@aep.com

On behalf of Ohio Power Company

 (Signed by Matt Satterwhite  
on behalf of Ebony Miller) 

Ebony Miller  
Attorney  
FirstEnergy Service Company  
76 South Main Street  
Akron, Ohio 44308  
Office: 330-384-5969  
Fax: 330-384-3875  
Email: elmiller@firstenergycorp.com

On behalf of Ohio Edison Company

# EXHIBIT 1

# EXHIBIT 1

***DRAFT AGREEMENT SUBJECT TO PUCO APPROVAL OF TRANSFER AND  
EXECUTION OF TERMS***

**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of August, 2009, by and between the Ohio Edison Company, an Ohio corporation ("Seller") and Ohio Power Company, an Ohio Corporation ("Buyer"). Seller and Buyer are sometimes referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets of Seller relating to electric poles, framing material, and wires that are located along Osburn Road and Irvin Shoots Road in the Township of Grand, Marion County, Ohio, for the consideration and upon the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

**ARTICLE 1**  
**CERTAIN DEFINITIONS**

Certain capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

1.1 "***Affiliate***" means, with respect to any specified Person any other Person which, directly or indirectly, owns or controls, is under common ownership or control with, or is owned or controlled by, such specified Person.

1.2 "***Bill of Sale***" shall have the meaning set forth in Section 10(2)(a)(i).

1.3 "***Claim***" means any claim, charge, complaint, action, suit, arbitration, investigation, audit or proceeding whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured and whether or not the facts of or legal bases therefore are known or unknown, under any theory of law, equity, admiralty or otherwise.

1.4 "***Damages***" means all costs, expenses, losses, taxes, fines, penalties, damages and liabilities (including reasonable legal fees and expenses) incurred or suffered, directly or indirectly as an indemnified party or its Affiliates.

1.5 “*Governmental Body*” means any United States federal, state or local government, governmental, regulatory or administrative authority, agency, commission or official or any court, tribunal, or judicial or arbitral body or any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to a government, acting in their official capacity on behalf of such government.

1.6 “*Law*” or “*Laws*” means any federal, state, local or municipal law, ordinance, code, regulation, or statute issued by any Governmental Body.

1.7 “*Order*” means any order, injunction, judgment, decree, ruling, assessment or arbitration award by any court, tribunal, judicial or arbitral body.

1.8 “*Person*” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.

1.9 “*Proceeding*” means any action, arbitration, audit, hearing, investigation, litigation or suit commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

## **ARTICLE 2**

### **PURCHASE AND SALE OF ASSETS**

#### ***2.1 Purchase and Sale of Assets.***

Upon the terms and subject to the conditions contained in this Agreement, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller’s right, title and interest in, to certain Seller-owned wood electric utility poles located along Osbun Road and Irvin Shoots Road in the Township of Grand, Marion County, Ohio, which are used exclusively for the transmission and distribution of energy, and all associated permanent attachments, including, without limitation, wires, and cross-arms, as more fully identified on Schedule 2.1, attached hereto and made a part hereof (the “**Purchased Assets**”).

#### ***2.2 Retained Assets.***

Notwithstanding the provisions of Section 2.1, the Purchased Assets shall not include any of Seller’s assets not set forth on Schedule 2.1 (collectively, the “Retained Assets”).

#### ***2.3 Additional Retained Assets.***

In addition to the Retained Assets referenced in Section 2.2 above, Seller will retain the final span of wire entering into the Meeker substation from pole number 93GA-6 until such time as Buyer enters into a service agreement with Mid-Ohio Energy Cooperative, a non-profit Ohio corporation. Upon execution of the Service Agreement between Buyer and Mid-Ohio Energy Cooperative, the ownership of said span of wire will transfer to Buyer. Buyer will be responsible



for all maintenance and repair on the span of wire from pole number 93GA-6 to the Meeker substation, from the time Buyer takes ownership of the assets sold in this agreement.

## **2.4 Use of Property Prior to Transfer of Title**

Seller agrees to allow Buyer usage, including operation, alteration, maintenance and restoration of the facilities being sold within this Agreement, upon execution of the Agreement and prior to transfer of ownership of said facilities. Where such usage is exercised, Buyer agrees to the following:

1. Buyer shall notify Seller, in writing, of and receive approval prior to alterations being made upon the facilities mentioned herein;
2. Buyer shall indemnify, defend and save harmless Seller and its Affiliates and their directors, managers, employees, agents, successors and assigns from any and all Damages or Claims actually incurred or suffered directly or indirectly due to any alterations Buyer makes to the facilities being sold herein. This includes, but is not limited to, property damage, death, injury, power outages;
3. Buyer agrees to bear all costs for emergency restoration work due to accident, storm, equipment failure or such other events that may occur;

Should the required consents enumerated in Schedule 5.4 not be able to be obtained, Buyer agrees to restore Seller's facilities to safe, reliable working order consistent with good utility practices.

## **ARTICLE 3** **LIABILITIES**

### ***3.1 Assumption of Liabilities.***

Subject to the terms and conditions of this Agreement, at the Closing, Buyer shall assume all of Seller's obligations and liabilities arising and to be performed after the Closing Date which are associated with the Purchased Assets (the "**Assumed Liabilities**"). Buyer shall pay, perform and discharge all Assumed Liabilities when due, in a prompt manner.

### ***3.2 Excluded Liabilities.***

Except for the Assumed Liabilities, Buyer does not and will not assume or become obligated to pay or perform any obligations or liabilities of Seller.

### ***3.3 Responsibility for Assets.***

On or after the Closing Date, Buyer shall be solely responsible for all on-going maintenance, repair and replacement of the Purchased Assets, except as otherwise provided in the Pole Attachment Agreement.

#### **ARTICLE 4** **CONSIDERATION**

##### ***4.1 Purchase Price.***

On the terms and subject to the conditions set forth in this Agreement, Buyer agrees to pay or cause to be paid to Seller the sum of One and 00/100 Dollar (\$1.00) and other valuable consideration (the "**Purchase Price**").

##### ***4.2 Payment of the Purchase Price.***

At the Closing, Buyer shall pay the Purchase Price to Seller, in immediately available funds, by wire transfer to such bank account or accounts as per written instructions of Seller delivered to Buyer.

##### ***4.3 Purchase Price Adjustment Disclaimer.***

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PARTIES HEREBY AGREE THAT THE PURCHASE PRICE WILL NOT BE ADJUSTED FOR ANY REASON.

##### ***4.4 Allocation of Purchase Price.***

The Purchase Price shall be proportionately allocated among the Purchased Assets for purposes of Tax Code Section 1060. Buyer and Seller agree to be bound by such allocation and to complete and attach Internal Revenue Service Form 8594 to their respective tax returns accordingly. In any Proceeding related to the determination of any tax, neither Buyer nor Seller shall contend or represent that such allocation is not a correct allocation.

##### ***4.5 Casualty Loss.***

If before the Closing, any portion of the Purchased Assets is damaged or destroyed by fire or other casualty, the Purchase Price will not be adjusted or prorated in any way. In the event the Purchased Assets shall be damaged or destroyed by fire or other casualty after the Closing, Seller will have no responsibility for replacing any Purchased Asset except as may be otherwise provided in the Pole Attachment Agreement.

#### **ARTICLE 5** **REPRESENTATIONS OF WARRANTIES OF SELLER**

Seller represents and warrants to Buyer as of the date hereof as follows:

For purposes of this Agreement, "**Seller's Knowledge**" means the actual knowledge of.

### **5.1 Organization and Good Standing.**

Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Ohio, with the corporate power and authority to conduct its business as it is now being conducted.

### **5.2 Authority.**

Seller has the corporate right, power and authority to enter into and perform its obligations under this Agreement and all the documents contemplated under this Agreement (the "**Transaction Documents**") to which Seller is a party. All necessary corporate action of Seller have been taken to authorize Seller to execute and deliver this Agreement and the Transaction Documents, and this Agreement and the Transaction Documents constitutes the valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as may be limited by the effect of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether considered in a proceeding in equity or at Law).

### **5.3 Non-Contravention.**

Neither the execution and delivery of this Agreement nor the consummation or performance of any of the transactions contemplated herein will:

(a) breach any provision of any of the corporate governance documents of Seller;

(b) to Seller's Knowledge, breach or give any Governmental Body or other Person the right to challenge this Agreement or any transaction contemplated hereby or to exercise any remedy or obtain any relief under any Law or any Order to which Seller or any of the Purchased Assets, may be subject; or

(c) result in a breach of, constitute a default under, result in the acceleration of, create in any person the right to accelerate, terminate, modify, or cancel, or require any written notice under any material agreement or contract to which Seller is a party.

### **5.4 Consents.**

Except as set forth in Schedule 5.4, no consent by, approval or authorization of or filing, registration or qualification with any Governmental Body is required: (a) for the execution, delivery or performance of this Agreement and the Transaction Documents by Seller, or (b) in connection with Seller's consummation of the transactions contemplated hereby and thereby.

### **5.5 Title to Assets.**

Except as set forth in Schedule 5.5, Seller has good and transferable title to all of the Purchased Assets, free and clear of any liens or encumbrances.

**5.6     *Legal Proceedings; Orders.***

(a)     There is no pending or, to Seller's Knowledge, threatened Proceeding: (i) by or against Seller that relates to or may affect the Purchased Assets; or (ii) that challenges, prevents, delays, or otherwise interferes with, any of the transactions contemplated by this Agreement.

(b)     To Seller's knowledge, Seller is in compliance in all material respects with all of the terms and requirements of each Order to which it or any of the Purchased Assets is or has been subject. For the avoidance of doubt, Seller does not warrant or represent to Buyer that the Purchased Assets are in compliance with any and all Laws (including but not limited to Laws related to the physical location or condition of the electric poles) that may apply to the Purchased Assets.

**5.7     *Brokers or Finders.***

Seller has not incurred any obligation or liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with the sale of the Purchased Assets or the transactions contemplated by this Agreement.

**5.8     *Qualification.***

EXCEPT AS SPECIFIED IN ARTICLE 5 OF THE ASSET PURCHASE AGREEMENT (TO THE EXTENT APPLICABLE), (i) SELLER HEREBY GRANTS, SELLS, ASSIGNS, CONVEYS, TRANSFERS AND DELIVERS TO BUYER THE PURCHASED ASSETS IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND WITHOUT ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO QUALITY, MERCHANTABILITY OR THEIR FITNESS FOR BUYER'S INTENDED USE OR A PARTICULAR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER AND (ii) BUYER AGREES TO ACCEPT THE PURCHASED ASSETS "AS-IS", "WHERE IS" IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND WITHOUT ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THEIR QUALITY, MERCHANTABILITY OR FITNESS FOR BUYER'S INTENDED USE OR A PARTICULAR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. ALL REPRESENTATIONS AND WARRANTIES OTHER THAN THOSE SET FORTH IN ARTICLE 5 OF THE ASSET PURCHASE AGREEMENT (TO THE EXTENT APPLICABLE), EXPRESS OR IMPLIED, ARE DISCLAIMED. SELLER DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY OTHER REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER.

**ARTICLE 6**  
**REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as of the date hereof as follows:

**6.1    *Organization and Good Standing.***

Buyer is an Ohio Corporation, duly organized, validly existing and in good standing under the Laws of the State of Ohio, with full corporate power and authority to conduct its business as it is now conducted.

**6.2    *Authority.***

Buyer has the corporate right, power and authority to enter into and perform its obligations under this Agreement and all the Transaction Documents to which Buyer is a party. All necessary corporate action of Buyer have been taken to authorize Buyer to execute and deliver this Agreement and the Transaction Documents, and this Agreement and the Transaction Documents constitutes the valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as may be limited by the effect of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether considered in a proceeding in equity or at Law).

**6.3    *Non-Contravention.***

Neither the execution and delivery of this Agreement nor the consummation or performance of any of the transactions contemplated therein will:

(a) breach any provision of any of the corporate governance documents of Buyer; or

(b) breach or give any Governmental Body or other Person the right to challenge this Agreement or any transaction contemplated hereby or to exercise any remedy or obtain any relief under any Law or any Order to which Buyer may be subject.

**6.4    *Consents.***

Buyer is not required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of transaction contemplated hereby.

**6.5    *Financing.***

Buyer has the financing, and will have cash available sufficient to enable it, to pay the Purchase Price as of the Closing Date.

#### **6.6 *Certain Proceedings.***

There is no pending Proceeding that has been commenced against Buyer that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement. To Buyer's knowledge, no such Proceeding has been threatened.

#### **6.7 *Brokers or Finders.***

Buyer has not incurred any obligation or liability for brokerage or finders' fees or agents' commissions or other similar payment in connection with the transactions contemplated by this Agreement.

### **ARTICLE 7** **PRE-CLOSING COVENANTS**

#### **7.1 *Pre-Closing Covenants of Seller.***

Between the date of this Agreement and Closing, Seller shall:

(a) *Approvals and Consents.* Obtain as promptly as possible all approvals and consents required to be obtained by Seller in order to effectuate the transactions contemplated hereby and to deliver to Buyer copies of such approvals and consents, including, but not limited to, approval by the Public Utilities Commission of Ohio ("PUCO") of the sale contemplated by this Agreement. As promptly as possible, Seller shall make all filings required to be made by it in connection with the transactions contemplated hereunder and shall cooperate with Buyer with respect to all filings that Buyer may make, or is required to make, in connection with the transaction contemplated hereunder.

(b) *Notification.* Promptly notify Buyer in writing of any fact, condition, event or circumstance which (i) makes it necessary to correct any representation and warranty in ARTICLE 5 which has been rendered inaccurate thereby; or (ii) arises after the date hereof and which, had it existed on or prior to the date hereof, would have resulted in an inaccuracy in a representation and warranty in ARTICLE 5. In the event the occurrence of any fact, condition, event or circumstance requires any change to one or more of the disclosure schedules attached hereto, Seller shall promptly deliver to Buyer a supplement to such schedule or schedules specifying such change. In the event such additional disclosures reveal facts or circumstances that would be reasonably expected to result in an adverse effect on the Purchased Assets in a value in excess of ten (10) percent of the Purchase Price, Buyer shall have the right to terminate this Agreement pursuant to Section 9.1(a)(i). and such right to terminate shall be the sole and exclusive remedy of Buyer with respect to such additional disclosure. Consummation of the transactions contemplated by this Agreement shall

constitute acceptance of such disclosures and the waiver of any right to pursue Seller for breach of representations and warranties to which such disclosures relate. In the event such additional disclosures do not reveal facts or circumstances that would be reasonably expected to result in an adverse effect on the Purchased Assets, such disclosures shall be treated as disclosures made by the Seller as of the date of this Agreement and the Buyer will have no right to terminate this Agreement and no right to pursue Seller for breach of the representations or warranties to which such disclosures relate.

(c) *Satisfaction of Conditions.* Use reasonable commercial efforts to cause each of the conditions set forth in Section 8.1 to Buyer's proceeding with the Closing to be satisfied at or before the Closing.

## **7.2 *Pre-Closing Covenants of Buyer.***

Between the date of this Agreement and Closing, Buyer shall:

(a) *Approvals and Consents.* Obtain as promptly as possible all approvals and consents required to be obtained by Buyer in order to effectuate the transactions contemplated hereby and to deliver to Seller copies of such approvals and consents, including, but not limited to, assisting Seller in obtaining approval by the Public Utilities Commission of Ohio of the sale contemplated by this Agreement. As promptly as possible, Buyer shall make all filings required to be made by it in connection with the transactions contemplated hereunder and shall cooperate with Seller with respect to all filings that Seller may make, or is required to make, in connection with the transaction contemplated hereunder.

(b) *Satisfaction of Conditions.* Use reasonable commercial efforts to cause each of the conditions set forth in Section 8.2 to Seller's proceeding with the Closing to be satisfied at or before the Closing.

## **7.3 *Post-Closing Covenants.***

(a) *Pole Attachment Agreement.* The Parties shall amend a certain agreement covering the Joint Use of Poles on a Rental Basis dated June 22, 1998, substantially in the form attached hereto as Exhibit A (the "**Pole Attachment Agreement**"). Seller agrees to notify the counterparty of the Pole Attachment Agreement that the Seller is no longer in possession of the assets being covered under the Pole Attachment Agreement that are being conveyed in this document. Additionally Seller will not charge pole rental fees on the poles referenced in Schedule 2.1. It is the Buyer's sole responsibility to negotiate with the party to the Pole Attachment Agreement for rents on the above referenced poles.

(b) *Removal of Abandoned Seller Facilities.* Buyer understands that some Purchased Assets being transferred hereto do not contain distribution primary or secondary electrical equipment and may be idle or abandoned in place. After the

Closing, Buyer shall be solely responsible for the removal and proper disposal of such idle or abandoned poles.

(c) *Post Closing Notifications.* After the Closing, the Buyer shall have an affirmative duty to inform all interested parties that the Buyer is the new owner of the Purchased Assets and shall handle all inquiries/complaints from the public regarding the Purchased Assets.

## **ARTICLE 8**

### **CONDITIONS OF CLOSING**

#### ***8.1 Conditions Precedent to Buyer's Obligation to Close.***

Buyer's obligation to purchase the Purchased Assets, and to take the other actions required to be taken by Buyer at the Closing, is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

(a) *Accuracy of Representations.* All of Seller's representations and warranties in this Agreement shall have been accurate in all material respects as of the date of this Agreement, and shall be accurate in all material respects as of the time of the Closing as if then made, but giving effect to any supplement to the disclosure schedules hereto by the Seller prior to the Closing;

(b) *Seller's Performance.* All of the covenants and obligations that Seller are required to perform, or to comply with, pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects;

(c) *Closing Deliveries.* Seller shall have caused the documents and instruments required by Section 10.2 to be delivered (or tendered subject only to Closing) to Buyer;

(d) *Consents.* All material consents set forth on Schedule 5.4 which are necessary to allow Buyer to own and operate the Purchased Assets from and after the Closing shall have been obtained; and

(e) *No Proceedings.* Since the date of this Agreement, there shall not have been commenced or threatened against Buyer any Proceeding (i) involving any challenge to, or seeking damages or other relief in connection with, any of the transactions contemplated hereunder or (ii) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on or otherwise interfering with any of the transactions contemplated hereunder.

#### ***8.2 Conditions Precedent to Seller's Obligation to Close.***

Seller's obligation to sell and transfer the Purchased Assets, and to take the other actions required to be taken by Seller at the Closing, is subject to the satisfaction, at or prior to the



Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

(a) *Accuracy of Representations.* All of Buyer's representations and warranties in this Agreement shall have been accurate in all material respects as of the date of this Agreement, and shall be accurate in all material respects as of the time of the Closing as if then made.

(b) *Buyer's Performance.* All of the covenants and obligations that Buyer is required to perform, or to comply with, pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects;

(c) *Closing Deliveries.* Buyer shall have caused the payments, documents and instruments required by Section 10.3 to be delivered (or tendered subject only to Closing) to Seller;

(d) *Consents.* All material consents set forth on Schedule 5.4 which are necessary to allow Seller to sell and transfer the Purchased Assets to Buyer from and after the Closing shall have been obtained; and

(e) *No Proceedings.* Since the date of this Agreement, there shall not have been commenced or threatened against Seller any Proceeding (i) involving any challenge to, or seeking damages or other relief in connection with, any of the transactions contemplated hereunder or (ii) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on or otherwise interfering with any of the transactions contemplated hereunder.

## **ARTICLE 9** **TERMINATION**

### ***9.1 Events of Termination.***

This Agreement may be terminated prior to Closing pursuant to any of the following:

(a) *Termination by Buyer.* This Agreement may be terminated by Buyer's written notice to Seller if (i) a material breach of any provision of this Agreement has been committed by Seller and such breach has not been waived by Buyer, or (ii) if any condition set forth in Section 8.1 has not been satisfied as of Closing or if satisfaction of such a condition by Closing is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement), and Buyer has not waived such condition before Closing, or (iii) the Closing has not occurred on or before October 31, 2009, or such later date as the parties may agree upon, unless the Buyer is in material breach of this Agreement;

(b) *Termination by Seller.* This Agreement may be terminated by Seller's written notice to Buyer if (i) a material breach of any provision of this Agreement has been committed by Buyer and such breach has not been waived by Seller, or (ii)

any condition in Section 8.2 has not been satisfied as of Closing or if satisfaction of such a condition by Closing is or becomes impossible (other than through the failure of Seller to comply with their obligations under this Agreement), and Seller has not waived such condition before Closing, or (iii) the Closing has not occurred on or before October 31, 2009, or such later date as the parties may agree upon, unless the Seller is in material breach of this Agreement;

(c) *Mutual Termination.* This Agreement may be terminated by mutual written consent of Buyer and Seller; or

(d) *Governmental Body.* This Agreement may be terminated by Buyer or Seller, upon written notice to the other Party at any time prior to the Closing, if any court of competent jurisdiction in the United States or any other Governmental Body in the United States shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated hereby and such order, decree, ruling or other action shall have become final and nonappealable; provided, however, that the right to terminate this Agreement under this Section 9.1(d) shall not be available to any Party whose breach of any obligation under this Agreement has been the cause of, or has resulted in, such order, decree, ruling or other action.

(e) *Failure to Obtain Governmental Consent/Conditions Imposed.* This Agreement may be terminated by Seller upon written notice to Buyer at any time prior to the Closing, if any Governmental Body (including, the PUCO) whose consent is necessary to approve the transactions contemplated by this Agreement does not consent to the transaction contemplated hereunder, requires such modification to this Agreement, or imposes such conditions upon Seller or Seller's Affiliates which in Seller's reasonable judgment would make this transaction uneconomic to Seller or Seller's Affiliates individually or in the aggregate.

## **9.2     *Effect of Termination.***

If this Agreement is terminated pursuant to Section 9.1, all obligations of the Parties under this Agreement will terminate, except that the obligations of the parties in this Section 9.2 and Article 13 will survive, provided, however, that, if this Agreement is terminated because of a breach of this Agreement by the non-terminating Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the Party's failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

## **ARTICLE 10** **CLOSING; CLOSING DELIVERIES**

### **10.1     *Closing.***

Unless otherwise agreed in writing by the Parties, the closing and completion of the transfer and delivery of the Purchased Assets ("**Closing**") shall be held at the offices of Seller commencing at 10:00 a.m. on the later of: (a) the fulfillment of all the conditions set forth in Article 8 (or the waiver thereof by the appropriate Party); or (b) within three (3) days of approval by the Public Utilities Commission of Ohio of the sale contemplated by this Agreement ("**Closing Date**"). The effective time of the Closing of the transactions contemplated herein shall be at 11:59 p.m. on the Closing Date, and all references herein to "Closing" shall refer to such time on the Closing Date.

#### **10.2 Closing Deliveries of Seller.**

At the Closing, Seller shall deliver, or cause to be delivered, to Buyer, the following:

(a) *Transfer Documents.* The following transfer documents:

(i) *Bill of Sale.* A duly executed bill of sale, in the form attached hereto as Exhibit B, for all owned tangible personal property that is included among the Purchased Assets;

(ii) *Easement Assignment.* A duly executed easement assignment, in the form attached hereto as Exhibit C, for all easement interests upon which the Purchased Assets are situated;

(iii) *Other Transfer Documents.* Such other documents of transfer which are necessary or appropriate, in the opinion of counsel for Buyer, to transfer and assign any of the Purchased Assets to Buyer, in each case in form and substance satisfactory to Buyer and its counsel.

(b) *Other Documents and Instruments.* Such other documents or instruments reasonably requested by Buyer.

#### **10.3 Closing Deliveries of Buyer.**

At the Closing, Buyer shall deliver, or cause to be delivered, to Seller, the following:

(a) *Payment.* A wire transfer by Buyer to Seller, in immediately available funds, or cash, in the amount of the Purchase Price;

(b) *Buyer's Certificate.* A certificate dated as of the Closing Date and duly executed by a duly authorized officer of Buyer certifying that (i) Buyer has complied in all material respects with all agreements and obligations required by this Agreement to have been performed or complied with by it prior to Closing, and (ii) the representations and warranties made by Buyer hereunder are true in all material respects at and as of Closing with the same effect as though such representations and warranties were made at and as of Closing;

(c) *Other Documents and Instruments.* Such other documents or instruments reasonably requested by Seller.

## **ARTICLE 11**

### **SURVIVAL; LIMITATION ON DAMAGES**

#### ***11.1 Survival.***

All representations and warranties contained in this Agreement (except Sections 5.1, 5.2, 5.5, 5.8, 6.1, 6.2 which shall have no expiration) or in any Transaction Document shall survive the Closing for a period of twelve (12) months. All covenants and agreements of the Parties shall continue in full force and effect in accordance with their respective terms and thereafter until the expiration of the applicable statute of limitations.

#### ***11.2 Limitation on Damages.***

***NO PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES, INCLUDING LOST PROFITS, REVENUE, AND OPPORTUNITY COSTS OF ANY TYPE UNDER ANY THEORY OF LAW.***

## **ARTICLE 12**

### **INDEMNITY**

#### ***12.1 Indemnification by Buyer.***

To the extent allowed by law, Buyer shall indemnify, defend and save harmless Seller and its Affiliates and their directors, managers, employees, agents, successors and assigns (each a "Seller Indemnified Party") from any and all Damages or Claims actually incurred or suffered directly or indirectly by any Seller Indemnified Party resulting from, arising out of, or in connection with (a) Buyer's ownership, maintenance, and repair of the Purchased Assets; (b) the breach of any one or more representations or warranties of Buyer made in the Agreement; or (c) the breach by Buyer of any of its covenants or agreements made in this Agreement.

#### ***12.2 Indemnification by Seller.***

To the extent allowed by law, Seller shall indemnify, defend and save harmless Buyer from any and all Damages or Claims actually incurred or suffered directly or indirectly by Buyer resulting from, arising out of, or in connection with: (a) the breach of any one or more representations or warranties of Seller made in the Agreement; or (b) the breach by Seller of any of its covenants or agreements made in this Agreement.

## **ARTICLE 13**

### **ADDITIONAL COVENANTS**

### ***13.1 Further Assurances.***

The Parties shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall: (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated hereunder.

## **ARTICLE 14** **GENERAL PROVISIONS**

### ***14.1 Expenses.***

Except as otherwise provided in this Agreement, each Party shall bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement, the Transaction Documents and the transactions contemplated hereunder, including all fees and expenses of its representatives.

### ***14.2 Notices.***

All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a Party when: (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the Person (by name or title) designated below (or to such other address, facsimile number, e-mail address or Person as a Party may designate by notice to the other Parties):

*If to Seller:*

The Ohio Edison Company  
76 South Main Street  
Akron, OH 44308

Attn: Mike Thorn  
Phone: (330) 384-3889  
Fax: (330) 761-4388  
E-Mail: mthorn@firstenergycorp.com

With a copy to:

FirstEnergy Service Company

76 South Main Street  
Akron, OH 44308  
Attn: Anne M. Juterbock  
Phone: (330) 374-6550  
Fax: (330) 384-3875  
E-Mail: [ajuterbock@firstenergycorp.com](mailto:ajuterbock@firstenergycorp.com)

*If to Buyer:*

With a copy to:

#### ***14.3 Public Announcements.***

All public announcements or press releases relating to this Agreement or the transactions contemplated hereunder shall be made only as may be agreed upon by Seller and Buyer or as required by Law. If public disclosure or notice is required by Law, the disclosing Party will use reasonable commercial efforts to give the other Party prior written notice of the disclosure to be made.

#### ***14.4 Governing Law; Jurisdiction.***

This Agreement will be governed by and construed and enforced in accordance with the Laws of the State of Ohio applicable to agreements made and to be performed entirely within such state, without regard to conflict of laws rules thereof. The Parties agree that either or both of them may file a copy of this Section 14.4 with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Legal process in any proceeding may be served on any party anywhere in the world.

#### ***14.5 Remedies Cumulative.***

The rights and remedies of the parties to this Agreement are cumulative and not alternative.

#### ***14.6 Waiver.***

Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any Transaction Document will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the Party against whom it is sought to be enforced.

#### ***14.7 Entire Agreement; Modification.***

This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter (including any letter of intent) and constitutes (along with the Schedules hereto, and the Transaction Documents) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Party to be charged with the amendment.

#### ***14.8 Assignment, Successors and No Third Parties.***

No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement shall be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 14.8.

#### ***14.9 Construction.***

The Parties acknowledge that they and their respective lawyers and counsel have negotiated and drafted this Agreement jointly and agree that the rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation or construction of this Agreement.

#### ***14.10 Pronouns; Headings.***

The use of a particular pronoun herein shall not be restrictive as to gender or number but shall be interpreted in all cases as the context may require. Headings of the articles, sections and subsections of this Agreement are for the convenience of the Parties only, and shall be given no substantive or interpretive effect whatsoever.

#### ***14.11 Severability.***

If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the provisions of this Agreement inoperative, unenforceable or invalid.

#### ***14.12 Time Periods.***

Any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days (and not business days); provided, however, that if the last day for taking such action falls on a weekend or a holiday, the period during which such action may be taken shall be automatically extended to the next business day.

#### ***14.13 Execution of Agreement.***

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[signature page follows]



***DRAFT AGREEMENT SUBJECT TO PUCO APPROVAL OF TRANSFER AND  
EXECUTION OF TERMS***

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Asset Purchase Agreement as of the day and year first above written.

**SELLER:**

THE OHIO EDISON COMPANY

By: \_\_\_\_\_  
Name: Steven E. Strah  
Title: Regional President, Ohio Edison

**BUYER:**

**Ohio Power Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

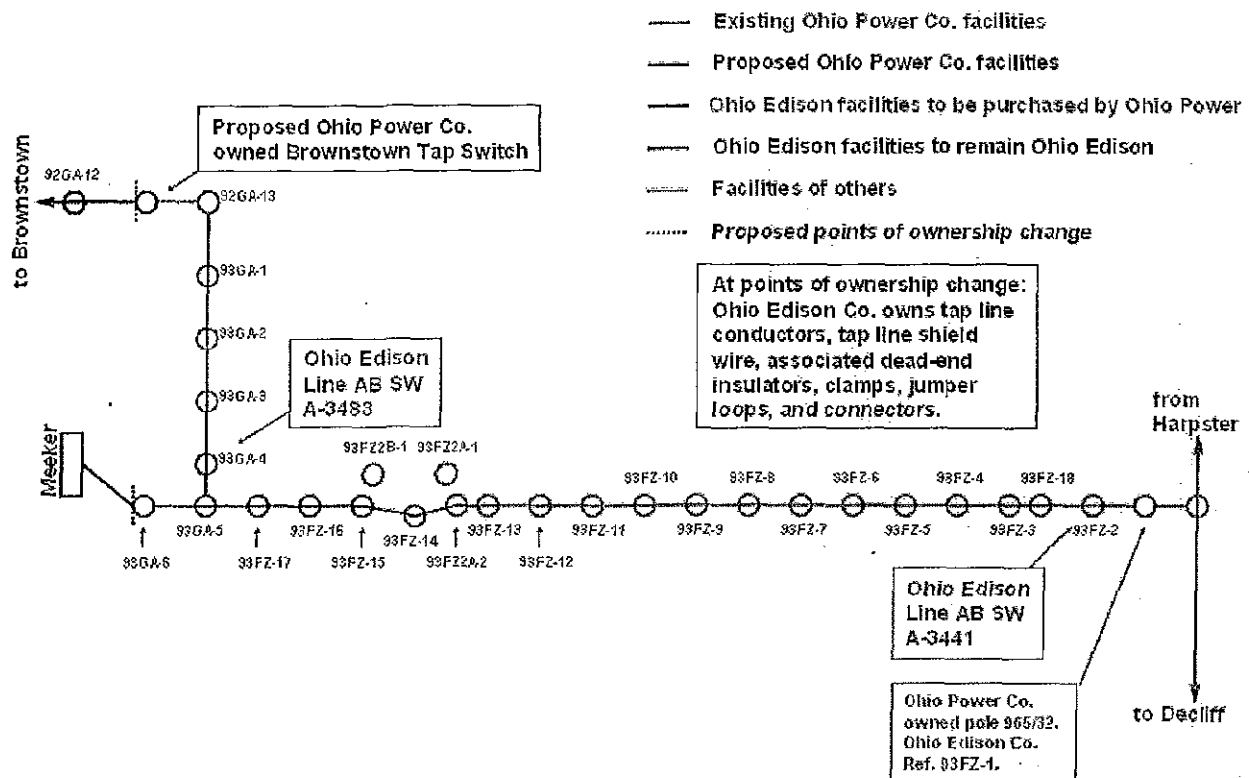
**DRAFT AGREEMENT SUBJECT TO PUCO APPROVAL OF TRANSFER AND  
EXECUTION OF TERMS**

**Schedule 2.1**

**Purchased Assets**

<u>Pole No.</u>	<u>Height</u>	<u>Vintage</u>
Pole 92GA-13	70 feet	1958
Pole 93GA-1	55 feet	1958
Pole 93GA-2	60 feet	1958
Pole 93GA-3	65 feet	1958
Pole 93GA-4	75 feet	1958
Pole 93GA-6	50 feet	1950
Pole 93 GA 5	65 feet	1958
Pole 93 FZ-17	55 feet	1958
Pole 93 FZ-16	45 feet	1950
Pole 93 FZ-15	70 feet	2000
Pole 93 FZ2B-1	35 feet	2002
Pole 93 FZ-14	70 feet	2002
Pole 93 FZ2A-2	70 feet	2002
Pole 93 FZ2A-1	40 feet	2002
Pole 93 FZ-13	50 feet	1950
Pole 93 FZ-12	45 feet	1950
Pole 93 FZ-11	50 feet	1987
Pole 93 FZ-10	50 feet	1987
Pole 93 FZ-9	45 feet	1950
Pole 93 FZ-8	55 feet	1950
Pole 93 FZ-7	55 feet	1950
Pole 93 FZ-6	50 feet	1950
Pole 93 FZ-5	45 feet	1950
Pole 93 FZ-4	45 feet	1950
Pole 93 FZ-3	50 feet	1950
Pole 93 FZ-18	50 feet	1958
Pole 93 FZ-2	45 feet	1950
Pole 93 FZ-1	60 feet	1985

## Visual Description of Property



Schedule 5.4

Required Consents

1. Release of the Purchased Assets from the lien of the General Mortgage Indenture and Deed of Trust dated as of January 1, 1998, between the Ohio Edison Company and The Bank of New York Mellon, as Trustee.
2. Approval from The Public Utilities Commission of Ohio of the transfer of the Purchased Assets as contemplated by this Agreement.

## Schedule 5.5

### Exceptions to Title to Assets

1. Lien of the General Mortgage Indenture and Deed of Trust dated as of January 1, 1998, between the Ohio Edison Company and The Bank of New York Mellon, as Trustee.

Exhibit A

Agreements Covering the Joint Use of Poles on a Rental Basis

Agreement Between Ohio Edison Company and Ohio Power Company

January 1, 1986

Agreement Between Ohio Edison Company and Marion Rural Electric Cooperative, Inc.

Dated January 1, 1990

Exhibit B

Bill of Sale



## **BILL OF SALE**

This BILL OF SALE (this "*Bill of Sale*") is given by The Ohio Edison Company, an Ohio Corporation ("*Seller*"), to Ohio Power Company, an Ohio Corporation, ("*Buyer*"). All capitalized terms used, but not defined herein, shall have the meanings set forth in that certain Asset Purchase Agreement, dated as of \_\_\_\_\_, by and between Seller and Buyer (as may be amended, supplemented or otherwise modified from time to time, the "*Purchase Agreement*").

WHEREAS, the Purchase Agreement provides for the sale, transfer and assignment of the Purchased Assets from Seller to Buyer.

NOW, THEREFORE, for and in consideration of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which Seller and Buyer hereby acknowledge, and subject to the terms and conditions of the Purchase Agreement:

Seller hereby grants, sells, assigns, conveys, transfers and delivers to Buyer, and its successors and assigns, forever, all of Seller's right, title and interest in and to the Purchased Assets without any warranty of title except (a) as set forth in the Purchase Agreement and (b) that Seller hereby warrants to Buyer that Seller's right, title and interest in the Purchased Assets are free and clear of all liens except for permitted liens.

**EXCEPT AS SPECIFIED IN ARTICLE 5 OF THE ASSET PURCHASE AGREEMENT (TO THE EXTENT APPLICABLE), (i) SELLER HEREBY GRANTS, SELLS, ASSIGNS, CONVEYS, TRANSFERS AND DELIVERS TO BUYER THE PURCHASED ASSETS IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND WITHOUT ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO QUALITY, MERCHANTABILITY OR THEIR FITNESS FOR BUYER'S INTENDED USE OR A PARTICULAR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER AND (ii) BY ACCEPTING THIS BILL OF SALE, BUYER AGREES TO ACCEPT THE PURCHASED ASSETS "AS-IS", "WHERE IS" IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND WITHOUT ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES, EXPRESS OF IMPLIED, AS TO THEIR QUALITY, MERCHANTABILITY OR FITNESS FOR BUYER'S INTENDED USE OR A PARTICULAR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. ALL REPRESENTATIONS AND WARRANTIES OTHER THAN THOSE SET FORTH IN ARTICLE 5 OF THE ASSET PURCHASE AGREEMENT (TO THE EXTENT APPLICABLE), EXPRESS OR IMPLIED, ARE DISCLAIMED. SELLER DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY OTHER REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER.**

This Bill of Sale is an instrument of transfer and conveyance contemplated by, and is executed and delivered under and pursuant to, the Purchase Agreement, and nothing contained in this Bill of Sale shall be deemed to modify any of the provisions of the Purchase Agreement or any rights or obligations of Seller or Buyer under the Purchase Agreement.

This Bill of Sale shall be construed in accordance with and governed by the laws of the State of Ohio, without regard to principles of conflict of laws that would result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, THE OHIO EDISON COMPANY has executed and delivered this Bill of Sale on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2009.

THE OHIO EDISON COMPANY

By: \_\_\_\_\_  
Rhonda S. Ferguson  
Its: Corporate Secretary

## EXHIBIT C

### EASEMENT ASSIGNMENT

#### ASSIGNMENT OF RIGHTS OF WAY AND EASEMENTS

THIS ASSIGNMENT OF RIGHTS OF WAY AND EASEMENTS (this "Assignment") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2009 by and between OHIO EDISON COMAPNY, an Ohio corporation having an address at \_\_\_\_\_ ("Assignor") and OHIO POWER COMPANY, an Ohio corporation having an address at 1 Riverside Plaza, Columbus, Ohio 43215 ("Assignee").

WHEREAS, Assignor has acquired certain rights of way and easements for electric transmission, distribution and communication lines and other rights on lands situate in \_\_\_\_\_ County, Ohio pursuant to those Right of Way and Easement agreements set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Rights of Way").

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to assume, all of Assignor's right, title and interest in and to the Rights of Way.

NOW, THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys and assigns to Assignee all right, title and interest of Assignor in and to the Rights of Way, and Assignee hereby accepts the foregoing assignment and assumes the obligations of Assignor pursuant to the terms of the Rights of Way.

The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

**ASSIGNOR:**

OHIO EDISON COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**ASSIGNEE:**

OHIO POWER COMPANY

By: \_\_\_\_\_  
Jay E. Larrick  
Transmission Right of Way Manager  
American Electric Power Service Corporation  
Authorized Signer

STATE OF OHIO                    )  
COUNTY OF FRANKLIN        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Jay E. Larrick, Transmission Right of Way Manager, American Electric Power Service Corporation, as Authorized Signer for Ohio Power Company, an Ohio corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF OHIO     )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_ of Ohio Edison Company, an Ohio corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

This Instrument Prepared by Thomas G. St. Pierre, Senior Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, Ohio, 43215, for and on behalf of Ohio Power Company.