

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Joint Petition of)	
Ohio Power Company,)	
Duke Energy Ohio, Inc. and)	Case No. 13-2027-EL-ATR
The Dayton Power and Light Company)	
For Approval of an Agreement Regarding the)	
Transfer of Utility Assets)	

VERIFIED JOINT PETITION

Petitioners Ohio Power Company ("Ohio Power" or "OP"), Duke Energy Ohio, Inc. ("Duke Energy Ohio"), and The Dayton Power and Light Company ("DP&L"), hereby jointly file with the Public Utilities Commission of Ohio ("Commission") for its approval pursuant to Ohio Revised Code ("R.C.") 4905.48 an agreement entitled "CCD Transmission Asset Exchange Agreement" ("Agreement") concerning the transfer of ownership shares in certain transmission assets jointly owned by the Petitioners.

In support of this Petition, Ohio Power, Duke Energy Ohio and DP&L represent that:

1. Ohio Power, Duke Energy Ohio and DP&L are electric companies and public utilities subject to the jurisdiction of this Commission by virtue of R.C. 4905.02, R.C. 4905.03(C) and R.C. 4905.04. The Petitioners furnish electric services throughout Ohio.

2. The Petitioners jointly own several electric generating units; specifically, Killen Generating Station, owned by Duke Energy Ohio and DP&L and operated by DP&L; JM Stuart Generating Station, owned by all three companies and operated by DP&L; Zimmer Generating Station, owned by all three companies and operated by Duke Energy Ohio; Beckjord Generating Station Unit 6, owned by all three companies and operated by Duke Energy Ohio; Miami Fort Generating Station Units 7 & 8 owned by DP&L and Duke Energy Ohio and operated

by Duke Energy Ohio; and Conesville Generating Station Unit 4 owned by all three companies and operated by OP (all of which are collectively referred to as the “Generating Stations”).

3. Each of these Generating Stations is interconnected with transmission facilities that tie into the interconnected transmission grids of the three Petitioners.

4. Upon approval of this Application, the Petitioners will implement the attached Agreement that provides for the exchange of ownership shares of certain jointly owned transmission facilities among the Petitioners. More specifically, under the terms of the Agreement, the following exchanges will occur:

- a) Ohio Power will relinquish a portion of its rights, title and interest that it presently owns in the 345 kV transmission line between the Stuart Substation and the Greene Substation (“Stuart-Greene line”) and related easements and rights-of-way, and further relinquish a portion of its rights, title and interest in the 345 kV transmission line, and associated transmission facilities between the Foster Substation and the Pierce Substation (“Foster-Pierce line”) and related easements and rights-of-way. The interests in the substations at the ends of the above-referenced lines are not being transferred. In return, Ohio Power will obtain additional rights, title and interest and become the 100% owner of the entire 345 kV transmission line and associated transmission facilities between the Corridor Substation and the Kirk Substation (“Corridor-Kirk line”) and related easements and rights-of-way and will become the 100% owner of the Corridor Substation.
- b) Duke Energy Ohio will relinquish all rights, title and interest that it presently owns in the Corridor-Kirk line and the Corridor Substation and related easements and rights-of-way. Duke Energy Ohio will obtain additional rights, title and interest in the Foster-Pierce line and related easements and rights-of-way.
- c) DP&L will relinquish all rights, title and interest that it presently owns in the Corridor-Kirk line and the Corridor Substation and related easements and rights-of-way. DP&L will obtain additional rights, title and interest in the Stuart-Greene line and related easements and rights-of-way.

5. The charts below outline the individual ownership shares of the three Petitioners, as they currently exist and as they will exist following this transaction:

CCD Asset Trade			
Current Ownership	Ownership Shares		
Circuit/Section	OP	DPL	Duke Energy Ohio
Corridor-Kirk	60.00%	22.50%	17.50%
Corridor-Kirk (north tap)	33.33%	33.33%	33.33%
Corridor Substation	33.33%	33.33%	33.33%
Foster-Pierce	35.00%	35.00%	30.00%
Stuart-Greene	35.00%	35.00%	30.00%

Proposed Ownership	Ownership Shares		
Circuit/Section	OP	DPL	Duke Energy Ohio
Corridor-Kirk	100%	0.0%	0.0%
Corridor-Kirk (north tap)	100%	0.0%	0.0%
Corridor Substation	100%	0.0%	0.0%
Foster-Pierce	6.06%	35.00%	58.94%
Stuart-Greene	7.72%	62.28%	30.00%

6. The transaction is merely a reallocation of the ownership interests in existing jointly owned facilities. Among other benefits, it better matches maintenance and North America Electric Reliability Corporation (“NERC”) compliance responsibilities with ownership. Ohio Power and its rate payers will benefit from the restructuring of ownership interests. It currently has maintenance and NERC compliance responsibilities on the Corridor-Kirk line that is located within its retail service area. The elimination of co-ownership on the Corridor-Kirk line will also facilitate plans that Ohio Power has to upgrade facilities to serve its growing distribution customer base in that area. Duke Energy Ohio and DP&L have no internal needs that would require such upgrades on that line. Similarly, Ohio Power’s relinquishment of a portion of its interests in the Stuart-Greene and Foster-Pierce lines will provide benefits in the form of enhancing its planning

and budget processes because it would bear a reduced share of the cost responsibility for those facilities that are located outside of its service area. The net book value change for Ohio Power after taking into consideration the interests acquired and the interests sold is as close to zero as reasonably possible.

7. Duke Energy Ohio and DP&L, and their rate payers, similarly benefit from the restructuring of ownership interests. The upgrades planned by Ohio Power to the Corridor-Kirk line provide no benefit to Duke Energy Ohio and DP&L customers that would be commensurate with their share of the costs under the current co-ownership status. Duke Energy Ohio would enhance its ownership share of the Foster-Pierce line that is located within its retail service area and for which it has NERC compliance responsibilities. DP&L would enhance its ownership share of the Stuart-Greene line that terminates in its retail service area and for which it has maintenance and NERC compliance responsibilities. The net book changes for Duke Energy Ohio and DP&L after taking into consideration the interests acquired and the interests sold are as close to zero as reasonably possible.

8. A copy of the Agreement is attached hereto as Exhibit 1. The contemplated transaction will have no material adverse impact on retail rates or market prices because the transaction will not result in any significant increase or decrease in the net transmission plant owned by any Petitioner. Additionally, the Petitioners have agreed that this is a like-kind tax-free exchange without the requirement of payment or other remuneration to be provided by one Petitioner to the others. Exhibit 2 provides the net book values as of December 31, 2012 for each facility proposed to be transferred and the end-result of the transfers on the net book investment of each Petitioner.

9. The Petitioners aver that the proposed transfer of ownership shares in the subject

transmission facilities will more appropriately reflect each Petitioner's use, operational needs and maintenance and NERC compliance responsibilities along the Corridor-Kirk, Foster-Pierce, and Stuart-Greene lines. Reassigning ownership shares in the manner described herein will provide each Petitioner with the certainty and flexibility going forward that it requires to continue to operate its facilities reliably. For these reasons, the Petitioners assert that the transaction is consistent with the public interest.

10. Petitioners respectfully submit that the information set forth in this Joint Petition, along with its Exhibits, demonstrates that the transfer of ownership shares in the Corridor-Kirk, Foster-Pierce, and Stuart-Greene jointly owned transmission lines is warranted and that approval of the transaction by the Commission is appropriate.

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.

WHEREFORE, Ohio Power, Duke Energy Ohio and DP&L ask that the Commission approve this Joint Petition and the Agreement attached as Exhibit 1 and authorize the Petitioners to proceed to implement same.

Respectfully submitted,

/s/ *Randall V. Griffin*

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/s/ *Yazen Alami*

Yazen Alami

American Electric Power Service Corporation

1 Riverside Plaza, 29th Floor

Columbus, Ohio 43215

Telephone: (614) 716-2920

FAX: (614) 716-2950

Email: yalami@aep.com

Counsel for Ohio Power Company

/s/ *Amy B. Spiller*

Amy B. Spiller

Duke Energy Business Services LLC

139 E. Fourth Street, 1303-Main

Cincinnati, Ohio 45202

(513) 287-4359

Fax: (513) 287-4385

Email: amy.spiller@duke-energy.com

Counsel for Duke Energy Ohio, Inc.

EXHIBIT 1

CCD TRANSMISSION ASSET EXCHANGE AGREEMENT

CCD TRANSMISSION ASSET EXCHANGE AGREEMENT

This CCD TRANSMISSION ASSET EXCHANGE AGREEMENT (this "Agreement") dated as of the 3rd day of October, 2013 (the "Effective Date"), is made by and among Ohio Power Company, d/b/a American Electric Power, an Ohio corporation ("AEP"), The Dayton Power and Light Company, an Ohio corporation ("DP&L"), and Duke Energy Ohio, Inc., an Ohio corporation ("Duke Energy Ohio") (each of AEP, DP&L and Duke Energy Ohio sometimes referred to hereafter as a "Party" and, collectively, as the "Parties").

WHEREAS, Each Party owns certain electric transmission facilities, whether individually or as a tenant in common with one or more of the other Parties, that are operated and maintained for the mutual benefit of the Parties;

WHEREAS, AEP finds it necessary in order to alleviate contingency overloads and enhance system reliability, to implement certain upgrades on jointly owned transmission facilities; and

WHEREAS, The Parties wish to exchange certain transmission assets equitably as described in Article I below (collectively, the "Transmission Assets") in order to recognize certain operating efficiencies that will evolve from the exchange and to allow for system upgrades to be made by AEP.

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

ARTICLE I: EXCHANGE OF ASSETS

1.1 Stuart-Greene Transmission Line.

On the Closing Date (as defined in Article IV below), AEP shall transfer, assign and convey to DP&L, and DP&L shall accept and assume, all right, title and interest of AEP in, under and to the following assets:

1.1.1 Approximately 77.94% of AEP's existing 35% ownership interest in the Stuart-Greene 345 kV transmission line (the "Stuart-Green Line"), along with all related easements and rights-of-way as further identified in Exhibit A, attached hereto and a part hereof. The Parties do not intend any transfer of interests in either substation on the Stuart-Green Line.

1.2 Foster – Pierce Transmission Line

On the Closing Date, AEP shall transfer, assign and convey to Duke Energy Ohio, and Duke Energy Ohio shall accept and assume, all right, title and interest of AEP in, under and to the following assets:

1.2.1 Approximately 82.69% of AEP's existing 35% ownership interest in the Foster-Pierce 345 kV transmission line (the "Foster-Pierce Line"), along with all related easements and rights-of-way as further identified in Exhibit A, attached hereto and a part hereof. The Parties do not intend any transfer of interests in either terminus substation on the Foster-Pierce Line.

1.3 Corridor - Kirk Transmission Line

On the Closing Date, DP&L shall transfer, assign and convey to AEP, and AEP shall accept and assume, all right, title and interest of DP&L in, under and to the following assets:

1.3.1 All of DP&L's existing 33.33% ownership interest in the Corridor substation (the "Corridor Substation"), along with all related easements and rights-of-way.

1.3.2 All of DP&L's existing 22.5% ownership interest in the Corridor - Kirk 345 kV transmission line (the "Corridor-Kirk Line"), along with all related easements and rights-of-way as further identified in Exhibit A, attached hereto and a part hereof.

1.4 Corridor - Kirk Transmission Line

On the Closing Date, Duke Energy Ohio shall transfer, assign and convey to AEP, and AEP shall accept and assume, all right, title and interest of Duke Energy Ohio in, under and to the following assets:

1.4.1 All of Duke Energy Ohio's existing 33.33% ownership interest in the Corridor Substation, along with all related easements and rights-of-way.

1.4.2 All of Duke Energy Ohio's existing 17.5% ownership interest in the Corridor-Kirk Line, along with all related easements and rights-of-way as further identified in Exhibit A, attached hereto and a part hereof.

The asset exchanges set forth in this Article I (each an "Exchange", and collectively, the "Exchanges") are more specifically described within Exhibit B, attached hereto and a part hereof.

ARTICLE II: REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby represents and warrants to each of the other Parties as follows:

2.1. **NO PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS, MERCHANTABILITY OR SUITABILITY OF THE TRANSMISSION ASSETS.** Except as otherwise set forth in this Article II, each Party shall take possession of the Transmission Assets, **AS IS, WHERE IS**, and shall assume responsibility for any future maintenance, repair, refurbishment or liability thereof.

2.2 The execution, delivery and performance of this Agreement by such Party and the transactions contemplated by this Agreement are within its corporate powers, have been duly authorized by all necessary corporate action, do not contravene any corporate charters or by-laws thereof, will not result in a violation of any laws or regulations applicable to such Party or the Transmission Assets being transferred by it hereunder, and constitute legal, valid and binding obligations of such Party which are enforceable in accordance with their terms.

2.3 Except as set forth in Exhibit C, the Party has good marketable title to the Transmission Assets being transferred by it hereunder and holds easements for each of the tracts of land crossed by such assets, in each case free and clear of any liens, taxes, claims, security interests, or other encumbrances.

2.4 The Party is duly organized, validly existing and in good standing pursuant to the laws of its State of domicile.

2.5 To such Party's knowledge, the Party is not in violation in any material respect of laws and regulations applicable to the Transmission Assets being transferred by it hereunder.

2.6 No action, suit, investigation or proceeding has been instituted or threatened in writing to restrain, prohibit or otherwise challenge the legality or validity of the transactions contemplated hereby; no preliminary or permanent injunction or other order or decree by any court which prevents the consummation of the transactions contemplated by this Agreement has been issued and remains in effect and no law has been enacted that prohibits the consummation of the transactions contemplated by this Agreement.

2.7 Except for the approvals required by the PUCO and FERC as set forth in Section 3.1 below, each Party has received any necessary consents and/or approvals required by any governmental authority or person with respect to the transactions contemplated by this Agreement.

ARTICLE III – COVENANTS

3.1 Governmental Approvals. As promptly as practicable following the Effective Date, the Parties shall jointly file (i) a Joint Petition for Approval of an Agreement regarding the Transfer of Utility Assets with the Public Utilities Commission of Ohio ("PUCO") and (ii) an Application for Authorization under Section 203 of the Federal Power Act with the Federal Energy Regulatory Commission ("FERC"). The Parties shall use their commercially reasonable efforts to cause the approvals by the PUCO and FERC to be issued as soon as practicable after the Effective Date. The Parties shall consult on and coordinate all filings submitted to the PUCO and FERC.

3.2 Taxes: The Parties shall be liable for taxes, if any, levied by virtue of their respective ownership or receipt of Transmission Assets. It is anticipated that the transfer of assets will be tax neutral to all of the Parties. If the tax department representatives of the Parties believe that a pro-rating of personal property taxes on the date of the transfer is necessary, then the Parties will calculate such pro-rations and bill each other as appropriate. This provision does not apply to any income taxes, but is limited to personal property taxes.

3.3 Expenses: Except as otherwise specifically provided herein, whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred during the performance of this Agreement shall be borne by the Party incurring such costs and expenses.

3.4 Risk of Loss: Subject to Section 5.2 below, each of the Parties agrees that it shall be severally liable for its proportionate share of any loss of the Transmission Assets that occurs in connection with effectuation of the Exchanges (except where such loss is caused, directly or indirectly, by the gross negligence or willful misconduct of a Party or Parties, in which case such Party or Parties shall be severally liable for all costs associated with such loss in accordance with its percentage fault for such loss) in accordance with its percentage ownership of the Transmission Assets immediately after the Exchanges.

ARTICLE IV – CLOSING

4.1 General: The transfer, assignment, conveyance and delivery of the Transmission Assets, and the consummation of the other transactions contemplated by this Agreement shall take place at a closing (the “Closing”), to be held at an agreed upon location on the date as soon as practicable (but in no event more than 30 days) after all conditions to the Closing set forth in Section 4.2 have been satisfied or waived or such other date as the Parties may agree (the “Closing Date”).

4.2 Conditions. The obligations of each Party to consummate the transactions contemplated by this Agreement are subject to the fulfillment of the following conditions (all of which may be waived in whole or in part by such Party in its sole discretion):

4.2.1 The representations and warranties made by the other Parties in this Agreement shall be true and correct on and as of the Closing.

4.2.2 The approvals from the PUCO and FERC shall have been obtained with no adverse conditions, as determined by each Party in its sole discretion, and shall be in full force and effect.

4.3 Deliveries: At the Closing, the Parties will deliver, or cause to be delivered:

4.3.1 all assignment/release documents necessary to transfer the ownership of existing right of way and easement interests to the appropriate Party gaining ownership as a result of the relevant Exchange as set forth in Article I, which documents shall be in a form substantially similar to the form attached as Exhibit D to this Agreement;

4.3.2 all release documents necessary to release any liens or encumbrances on the Transmission Assets as set forth in Exhibit C; provided, however, that a release from a mortgage listed in Exhibit C may be provided as soon as reasonably practicable after Closing; and

4.3.3 all other documents as are contemplated by this Agreement or as the

Parties may reasonably request to carry out the purposes of this Agreement.

ARTICLE V – MISCELLANEOUS

5.1 Indemnity: From and after the Closing, each Party shall indemnify, defend and hold harmless the other Parties from and against any and all claims, demands, suits, losses, liabilities, penalties, damages, obligations, payments, costs and expenses (including, without limitation, the costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith) asserted against or suffered by the other Parties relating to, resulting from or arising out of any breach by such Party of any representation, warranty, covenant or agreement of such Party contained in this Agreement.

5.2 Liability/Limitation of Liability: With respect to any liabilities that arise prior to the Closing Date, such liabilities will be handled in accordance with the pre-exchange ownership interests consistent with the Basic Transmission Agreements Numbers 2, 3 and 4 dated December 29, 1966, March 1, 1973 and January 1, 1982 respectively, as amended from time to time, between the Parties (collectively, the “Basic Transmission Agreements”). With respect to liabilities that arise after the Closing Date, the post-exchange ownership interests will be controlling, consistent with the Basic Transmission Agreements. For the avoidance of doubt, the Exchanges will not change any pre-exchange liabilities of the Parties with respect to the Transmission Assets being exchanged. Any such pre-exchange liabilities will be determined in accordance with the Parties’ respective ownership interests prior to the transfer. In no event will the Parties be liable for consequential, incidental, indirect, punitive or special damages (including lost profits, data, business or goodwill), to each other, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, even if advised of the likelihood of such damages.

5.3 Non-waiver: Failure or delay by any Party to exercise any right under this Agreement shall not be deemed to constitute a waiver of any such right or any other right hereunder nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege hereunder.

5.4 Successors/Assigns: This Agreement shall be binding upon all successors and assigns of the Parties.

5.5 Notices: All notices and other communications hereunder shall be in writing and shall be deemed given: (i) on the day when delivered personally or by e-mail (unless an automatic undeliverable email response is received) or facsimile transmission (with confirmation); (ii) on the next business day when delivered to a nationally recognized overnight delivery service; or (iii) upon receipt if sent via registered or certified mail (return receipt requested), in each case, postage prepaid, addressed to the recipient Party at its address set forth below (or to such other addresses and e-mail and facsimile numbers for a Party as shall be specified by like notice; provided, however, that any notice of a change of address or e-mail or facsimile number shall be effective only upon receipt thereof):

If to Duke Energy Ohio, to:

Vohn N. Peeler Jr.
Vice President, Transmission Systems Operations
Duke Energy Ohio, Inc.
139 E. Fourth Street
Cincinnati, OH 45202
Facsimile No.:
Email: Nelson.Peeler@duke-energy.com

If to AEP, to:

Pablo A. Vegas, President
Ohio Power Company
850 Tech Center Drive
Gahanna, Ohio 43230-6605
Facsimile No.: 614-883-6680
Email: pavegas@aep.com

If to DP&L, to:

Bryce W. Nickel
Senior Vice President Service Operations
The Dayton Power and Light Company
1900 Dryden Road
Dayton, Ohio 45439
Facsimile No.: (Legal Dept) 937-259-7813
Email: Bryce.nickel@aes.com

5.6 Governing Law: The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio without regard to its conflicts of laws principles.

5.7 Entire Agreement: This Agreement, including all Exhibits, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all previous understandings or agreements, whether written or oral, pertaining to said subject matter. This Agreement may not be amended except by written agreement signed by all Parties.

5.8 Dispute Resolution: If a dispute arises between the Parties relating to this Agreement, the Parties agree to use the following alternative dispute resolution ("ADR") procedures prior to any Party pursuing other available remedies:

- (i) A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

- (ii) If, within 30 days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with any Party (the "Neutral") to act as a mediator. If the Parties are unable to agree on the Neutral within 20 days, they shall seek assistance in such regard from the Center for Resolution of Disputes, Inc., which has an office in downtown Cincinnati ("CRD"). The Parties shall share the fees of the Neutral and all other common fees and expenses equally.
- (iii) The mediation may proceed in accordance with CRD's Model Procedure for Mediation of Business Disputes, or the Parties may establish their own procedure.
- (iv) The Parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within 60 days, then, upon 7 days written notice to the other Parties, a Party may propose another form of ADR (e.g., arbitration, a mini-trial, or a summary jury trial) or may pursue other available remedies.
- (iv) All ADR proceedings shall be strictly confidential and used solely for the purposes of settlement. Any materials prepared by one Party for the ADR proceedings shall not be used as evidence by the other Parties in any subsequent litigation; provided, however, that the underlying facts supporting such materials may be subject to discovery.
- (vi) Each Party fully understands its specific obligations under the ADR provisions of this Agreement. No Party considers such obligations to be vague or in any way unenforceable, and no Party will contend to the contrary at any future time or in any future proceeding.

5.9 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which taken together shall constitute a single instrument. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

[The Remainder of the page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives as of the date first written above.

THE DAYTON POWER AND LIGHT COMPANY

By: _____

Name: Bryce W. Nickel

Title: Senior Vice President Service Operations

OHIO POWER COMPANY

d/b/a AMERICAN ELECTRIC POWER

By: _____

Name: Pablos A. Vegas

Title: President Ohio Power Company

DUKE ENERGY OHIO, INC.

By: _____

Name: Vohn N. Peeler Jr.

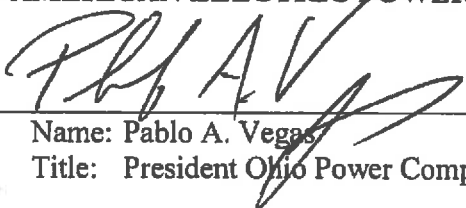
Title: Vice President,
Transmission Systems Operations

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THE DAYTON POWER AND LIGHT COMPANY

By: _____
Name: Bryce W. Nickel
Title: Senior Vice President Service Operations

**OHIO POWER COMPANY
d/b/a AMERICAN ELECTRIC POWER**

By:  _____
Name: Pablo A. Vegas
Title: President Ohio Power Company

DUKE ENERGY OHIO, INC.

By: _____
Name: Vohn N. Peeler Jr.
Title: Vice President,
Transmission Systems Operations

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives as of the date first written above.

THE DAYTON POWER AND LIGHT COMPANY

By: _____
Name: Bryce W. Nickel
Title: Senior Vice President Service Operations

**OHIO POWER COMPANY
d/b/a AMERICAN ELECTRIC POWER**

By: _____
Name: Pablo A. Vegas
Title: President Ohio Power Company

DUKE ENERGY OHIO, INC.

By: Vohn N. Peeler Jr.
Name: Vohn N. Peeler Jr.
Title: Vice President,
Transmission Systems Operations

Diagram of Transmission Assets

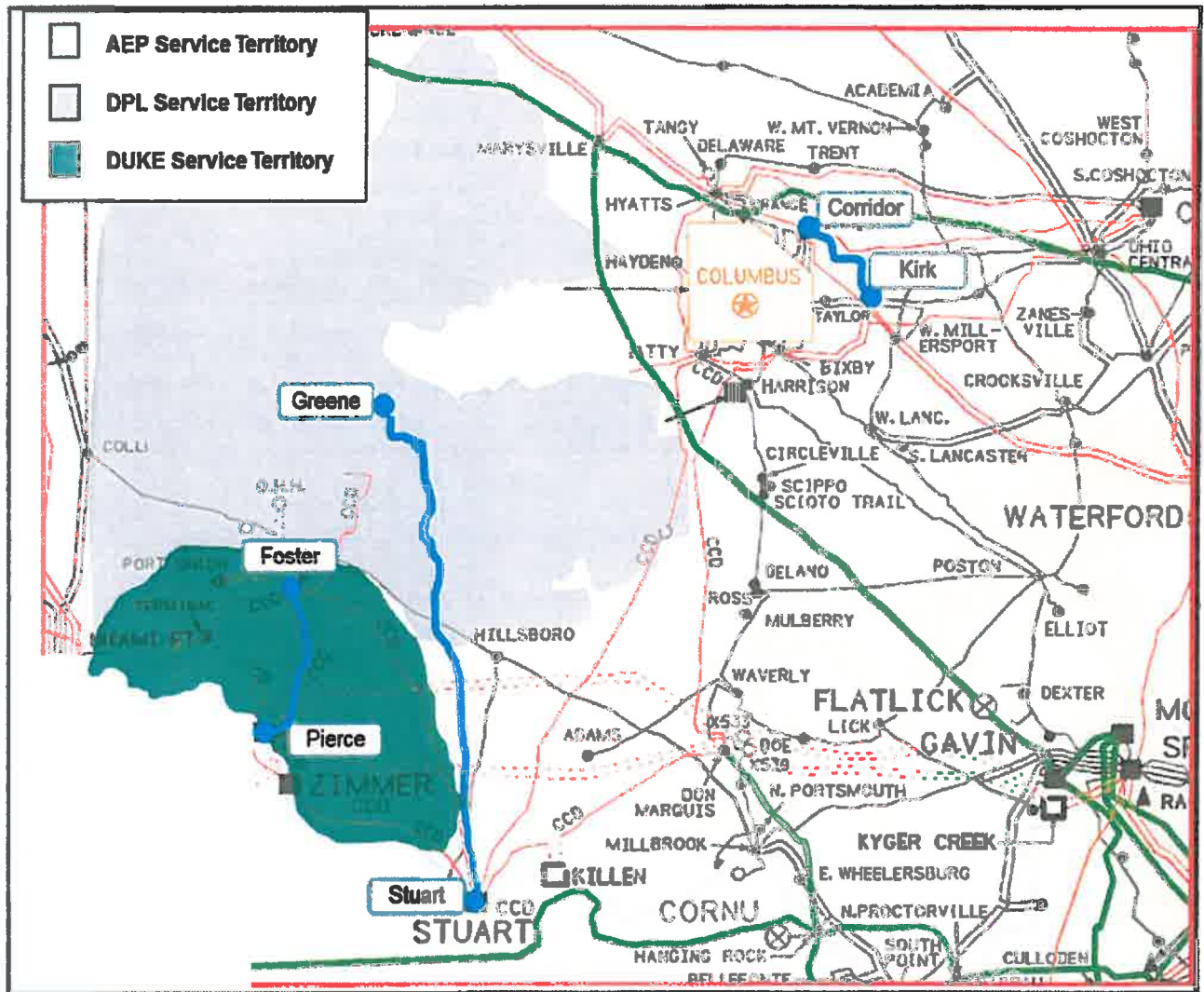


EXHIBIT B

Description of Exchanges

The following charts set forth the Parties' ownership shares in the Transmission Assets before and after the consummation of the Exchanges.

CCD Asset Trade			
Pre-Exchange Ownership	Ownership Shares		
Circuit/Section	AEP	DPL	Duke Energy Ohio
Corridor-Kirk	60.00%	22.50%	17.50%
Corridor-Kirk (north tap)	33.33%	33.33%	33.33%
Corridor Substation	33.33%	33.33%	33.33%
Foster-Pierce	35.00%	35.00%	30.00%
Stuart-Greene	35.00%	35.00%	30.00%

Post-Exchange Ownership	Ownership Shares		
Circuit/Section	AEP	DPL	Duke Energy Ohio
Corridor-Kirk	100.0%	0.0%	0.0%
Corridor-Kirk (north tap)	100%	0.0%	0.0%
Corridor Substation	100%	0.0%	0.0%
Foster-Pierce	6.06%	35.00%	58.94%
Stuart-Greene	7.72%	62.28%	30.00%

EXHIBIT C

Liens

1. The Transmission Assets being transferred by DP&L under the Agreement are subject to that certain First and Refunding Mortgage, as amended and supplemented, dated as of October 1, 1935 with the Bank of New York Mellon, Trustee.
2. The Transmission Assets being transferred by Duke Energy Ohio under the Agreement are subject to that certain First Mortgage, dated as of August 1, 1936, between Duke Energy Ohio, Inc., and The Bank of New York Mellon Trust Company, N.A., as successor trustee

EXHIBIT D

ASSIGNMENT OF EASEMENTS AND RIGHTS-OF-WAY

THIS **ASSIGNMENT OF EASEMENTS AND RIGHTS-OF-WAY** (this "**Assignment**") is made between and among The Dayton Power and Light Company, an Ohio corporation having an address at 1065 Woodman Drive, Dayton, Ohio 45432 ("**DPL**"); Duke Energy Ohio, Inc., an Ohio corporation formerly known as The Cincinnati Gas & Electric Company having an address at 139 East Fourth Street, Cincinnati, OH 45202 ("**Duke**," collectively DPL and Duke shall be referred to herein as "**Assignors**"); and Ohio Power Company, an Ohio corporation that is the successor by merger to Columbus Southern Power Company having an address at 1 Riverside Plaza, Columbus, Ohio 43215 ("**Assignee**").

WHEREAS, the parties hereto own undivided interests as tenants-in-common in certain rights-of-way and easements for the operation of electric transmission and communications lines and other purposes on lands located in _____ County, Ohio pursuant to certain instruments of record in the Office of the Recorder of _____ County, Ohio as set forth on Exhibit A attached hereto and made a part hereof (collectively, the "**Easements**").

WHEREAS, Assignors desire to transfer and assign to Assignee all of Assignors' respective rights, title, and interest as tenants-in-common in and to the Easements upon the terms set forth herein.

NOW, THEREFORE, Assignors and Assignee agree as follows:

1. Assignors hereby assign and transfer to Assignee all of Assignors' respective rights, title, and interest as tenants-in-common in and to the Easements, and Assignee hereby accepts such assignment.
2. This Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.
3. The effective date of this Assignment shall be _____, 2013 (the "**Effective Date**").
4. As of the Effective Date, Assignors shall not have any rights or obligations under the Easements to Assignee or any third parties in any manner whatsoever.

[Signatures and acknowledgements appear on the following pages.]

ASSIGNORS:

THE DAYTON POWER AND LIGHT COMPANY

By: _____

STATE OF OHIO)

COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Bryce W. Nickel, a Senior Vice President of The Dayton Power and Light Company, an Ohio corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____

DUKE ENERGY OHIO, INC.

By: _____

STATE OF OHIO)

COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ [insert name and title] of Duke Energy Ohio, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____

ASSIGNEE:

OHIO POWER COMPANY

By: _____
Thomas T. Schaffer
Manager Transmission Right of Way
American Electric Power Service Corporation
Authorized Signer

STATE OF OHIO)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Thomas T. Shaffer, Manager, Transmission Right of Way, American Electric Power Service Corporation, as Authorized Signer for Ohio Power Company, an Ohio corporation, on behalf of the corporation.

My Commission Expires: _____
Notary Public _____

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.

EXHIBIT A

Grantor: _____

Grantee: _____

Recorded _____ at _____

EXHIBIT 2
NET TRANSMISSION PLANT (\$)
(as of December 31, 2012)

Ohio Power Company

	Pre-Transaction Net Book Value	Post-Transaction Net Book Value	Change
Kirk-Corridor	618,533	1,371,604	629,853
Kirk-Corridor (north tap)	123,218	*	*
Corridor Sub	11,669	20,825	9,156
Foster-Pierce	341,950	59,193	(282,756)
Stuart-Green	457,134	100,881	(356,253)
Total	1,552,503	1,552,503	0

* Rolled-into first Kirk-Corridor row.

The Dayton Power and Light Company

	Pre-Transaction Net Book Value	Post-Transaction Net Book Value	Change
Kirk-Corridor	226,012	0	(226,012)
Kirk-Corridor (north tap)	125,226	0	(125,226)
Corridor Sub	5,015	0	(5,015)
Foster-Pierce	341,950	341,950	0
Stuart-Green	469,103	825,356	356,253
Total	1,167,306	1,167,306	0

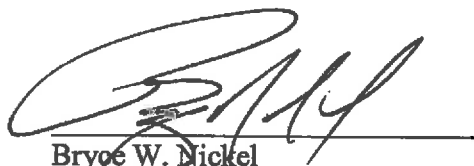
Duke Energy Ohio, Inc.

	Pre-Transaction Net Book Value	Post-Transaction Net Book Value	Change
Kirk-Corridor	155,277	0	(155,277)
Kirk-Corridor (north tap)	123,338	0	(123,338)
Corridor Sub	4,141	0	(4,141)
Foster-Pierce	179,987	462,743	282,756
Stuart-Green	262,890	262,890	0
Total	725,633	725,633	0

VERIFICATION

County of Montgomery)
)
State of Ohio)

Bryce W. Nickel, being duly sworn, deposes and says: that he is the Senior Vice President, Service Operations, of The Dayton Power and Light Company, an Applicant in the above-referenced proceeding, and has the authority to verify the foregoing Application on behalf of the Applicant, that he has read said Application, and that, to the best of his knowledge, information and belief, all of the statements contained therein are true and correct.



Bryce W. Nickel
Senior Vice President Service Operations

SUBSCRIBED AND SWORN to before me
on this 27 day of September, 2013.


Notary Public


My commission expires: 12/20/2016

KAREN M. BOMAN
NOTARY PUBLIC, MONTGOMERY COUNTY, OH
MY COMMISSION EXPIRES 12/20/2016


VERIFICATION

County of Mecklenburg)
) SS
State of North Carolina)

Vohn N. Peeler, Jr., being duly sworn, deposes and says: that he is Vice President, Transmission System Operations, for Duke Energy Ohio, Inc., an Applicant in the above-referenced proceeding, and has the authority to verify the foregoing Application on behalf of said Applicant, that he has read the Application, and that, to the best of his knowledge, information, and belief, all of the statements contained therein are true and accurate.


Vohn N. Peeler, Jr.
Vice President,
Transmission System Operations

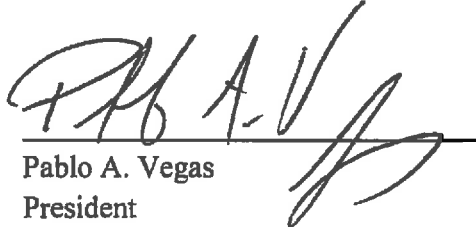
Sworn to and subscribed before me, a notary public for the state of North Carolina, on this the 2nd day of October 2013.


Notary Public
My commission expires: 6/24/2014

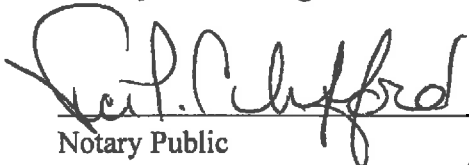
VERIFICATION

COUNTY OF FRANKLIN)
)
STATE OF OHIO)

Pablo A. Vegas, being duly sworn, deposes and says: that he is the President, Ohio Power Company, an Applicant in the above-referenced proceeding, and has the authority to verify the foregoing Application on behalf of the Applicant, that he has read said Application, and that, to the best of his knowledge, information and belief, all of the statements contained therein are true and correct.


Pablo A. Vegas
President

SUBSCRIBED AND SWORN to before me
on this 2 day of October, 2013


Notary Public

My Commission expires: 2/23/15



Vicki P Clifford
Notary Public, State of Ohio
My Commission Expires 02-23-2016

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/3/2013 2:16:02 PM

in

Case No(s). 13-2027-EL-ATR

Summary: Petition Filed Jointly on behalf of Ohio Power Company, Duke Energy Ohio, Inc. and The Dayton Power and Light Company for Approval of an Agreement Regarding the Transfer of Utility Assets electronically filed by Mr. Randall V Griffin on behalf of The Dayton Power and Light Company