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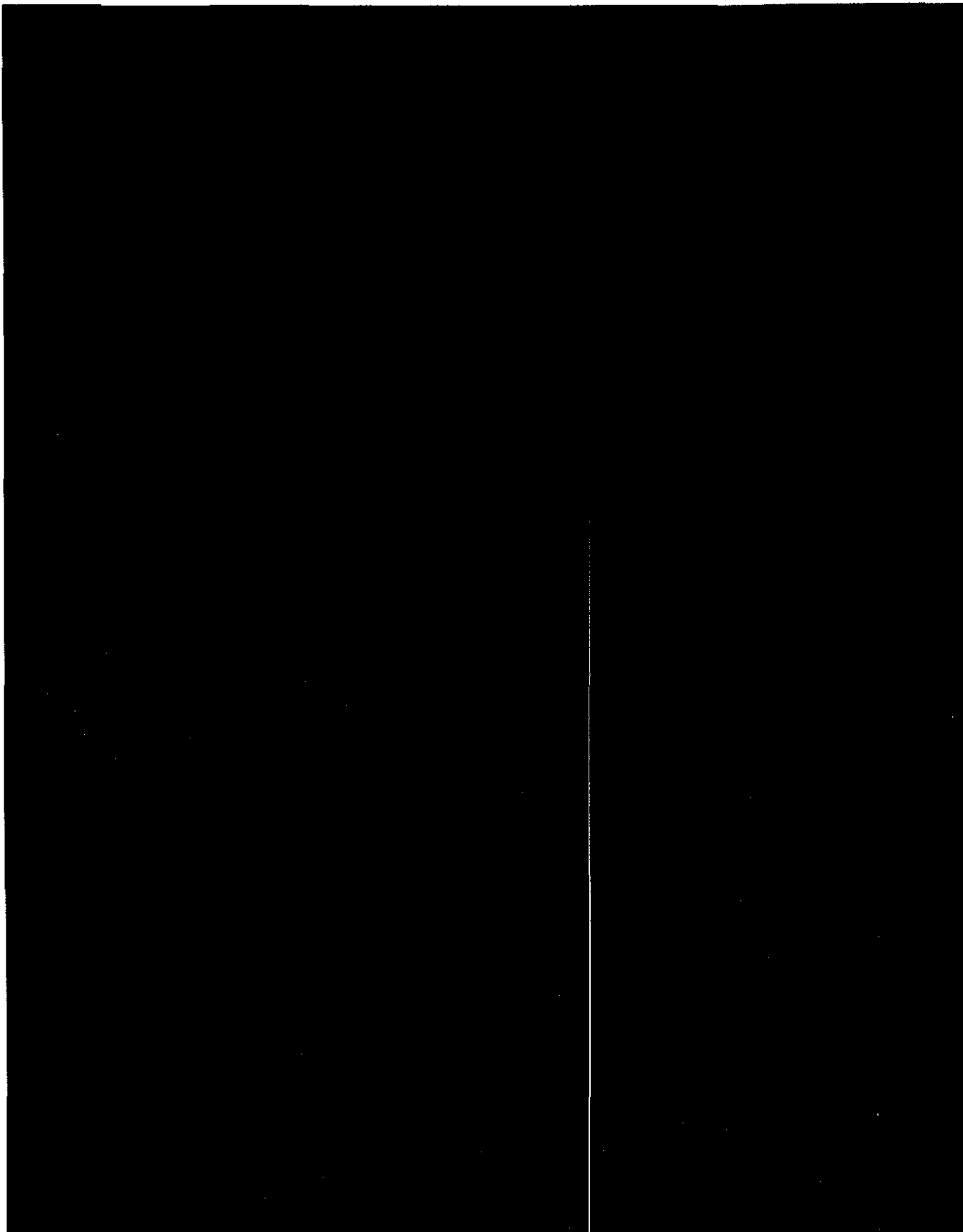
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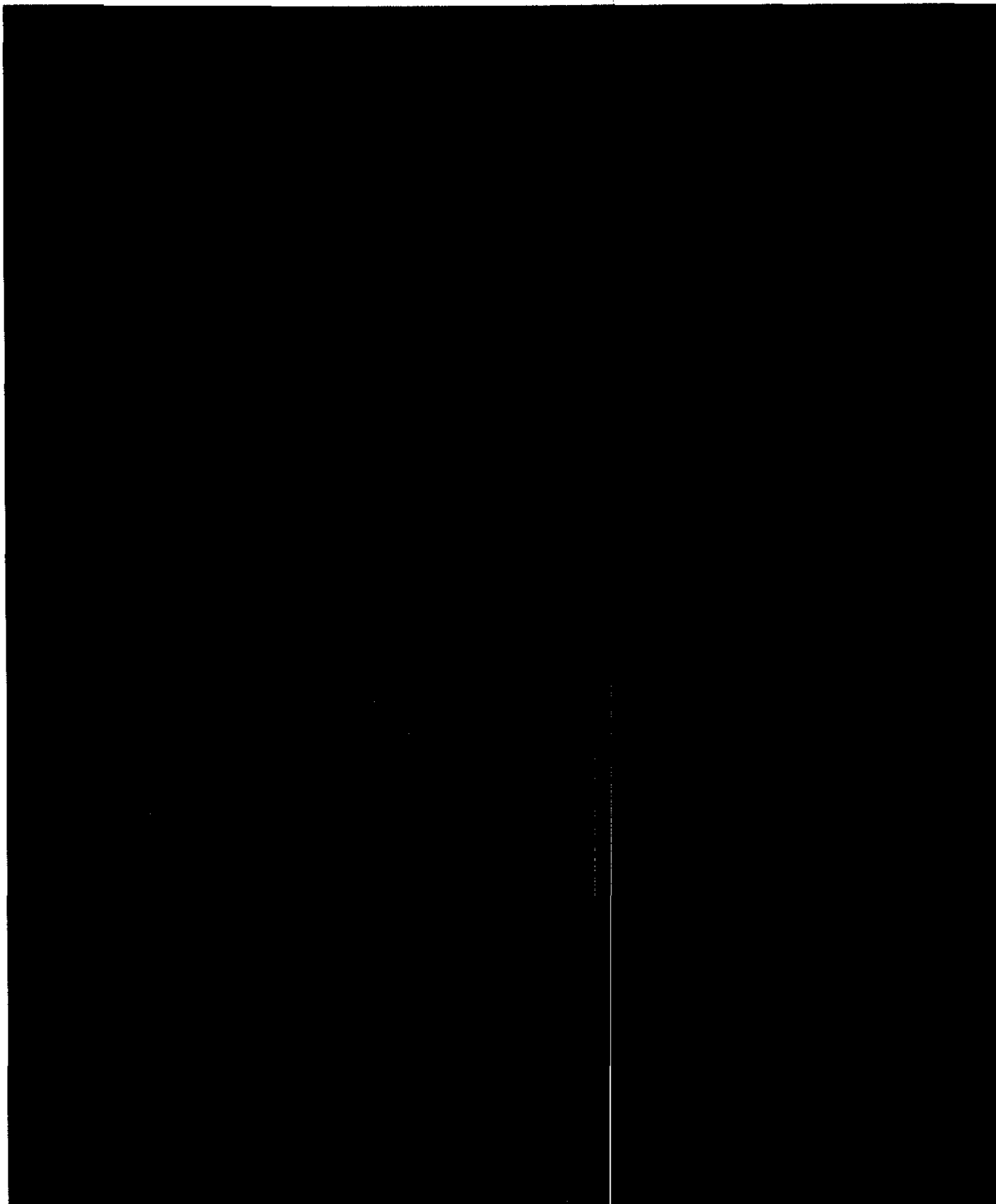
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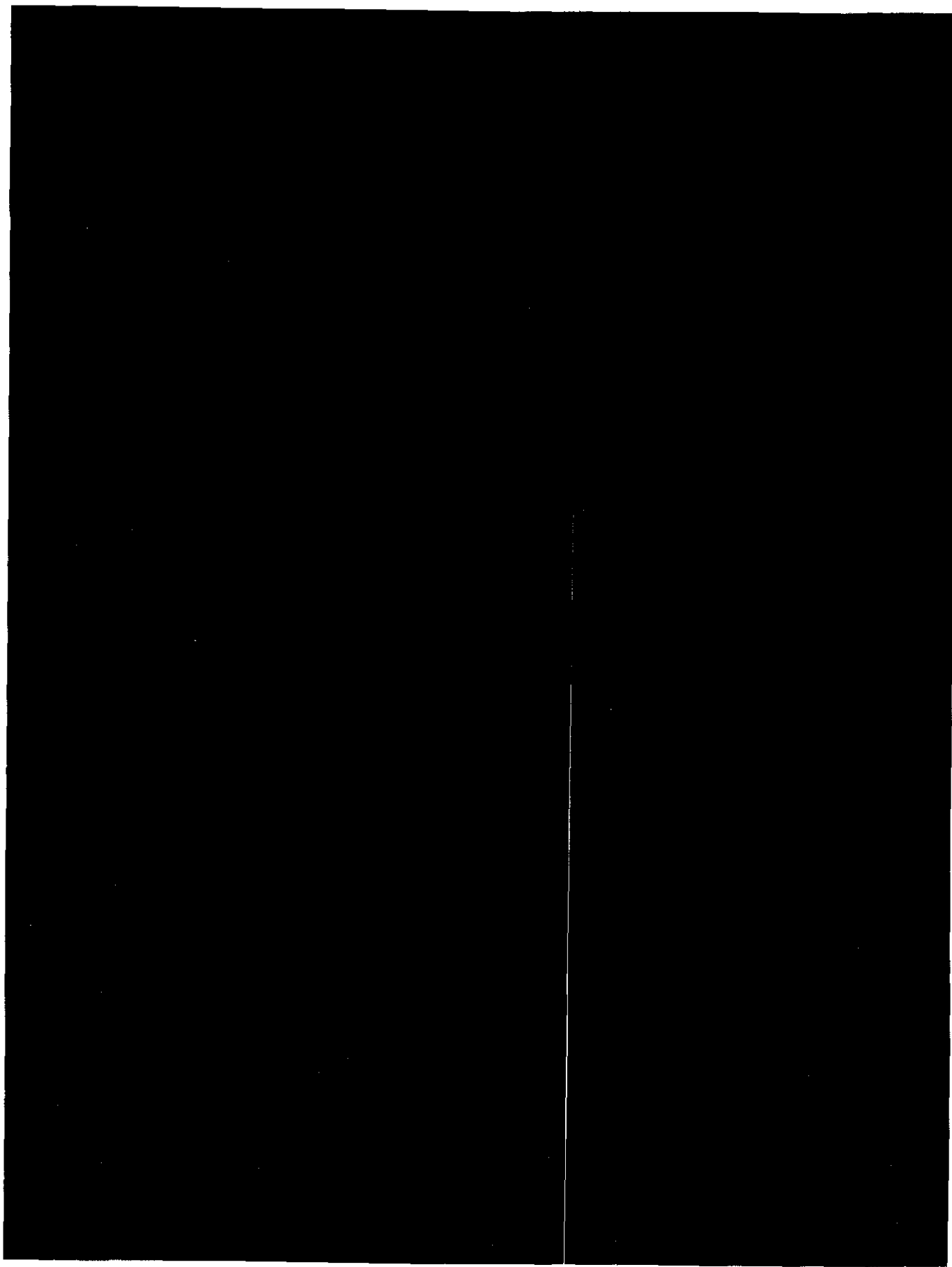
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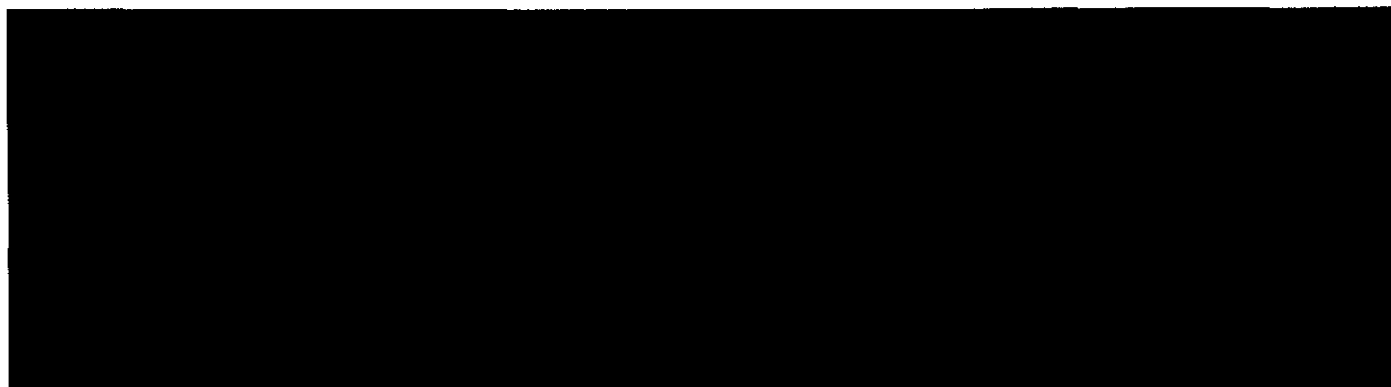
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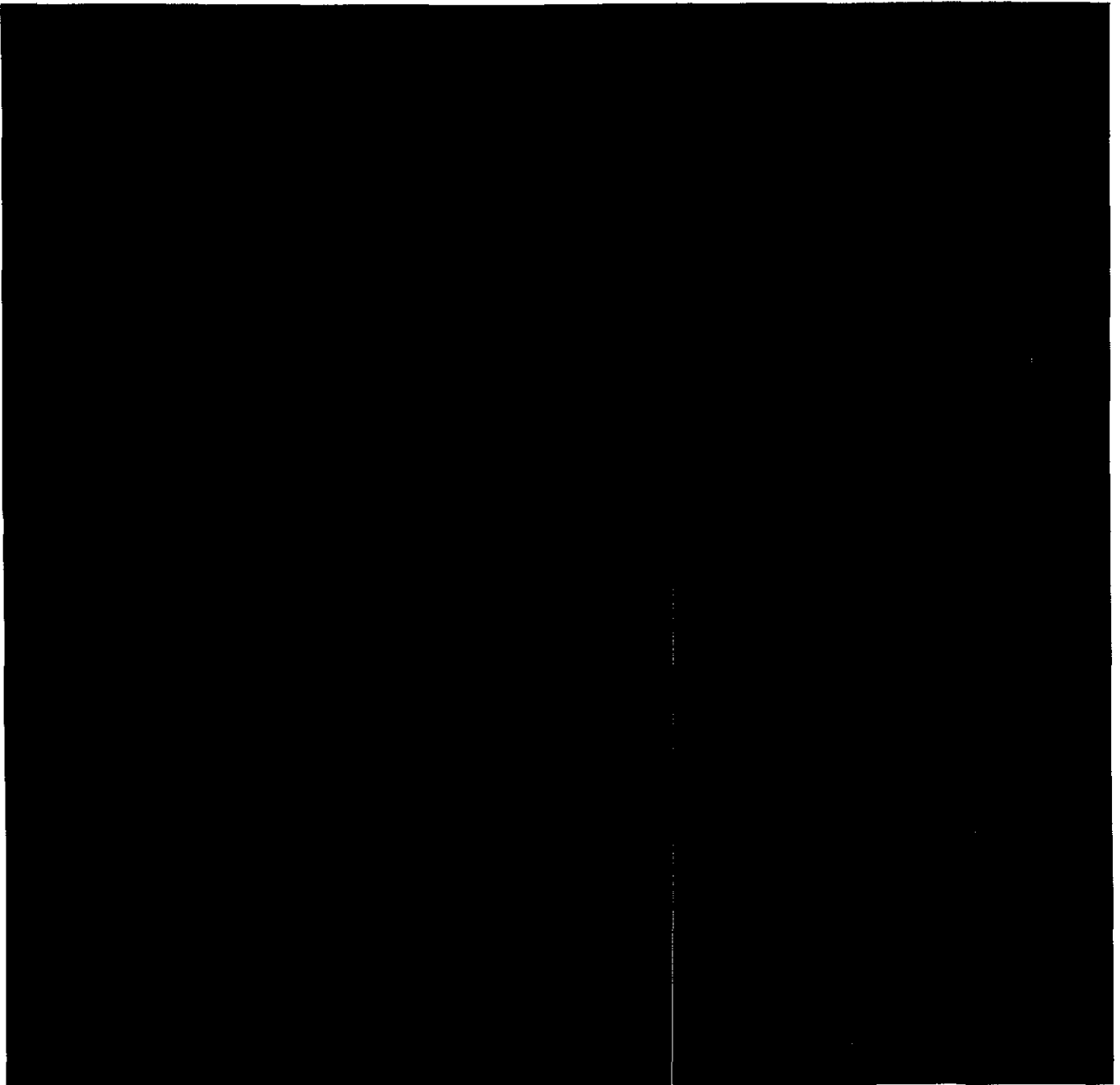












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INDICATIVE NON-BINDING TERM SHEET FOR THE
TURNING POINT SOLAR PROJECT

This Indicative Non-Binding Term Sheet is intended to form the framework for negotiations among Turning Point Solar, LLC ("Turning Point"), Ohio Power Company ("OPCO"), and Columbus Southern Power Company ("CSP"), and collectively with OPCO, "AEP Ohio") with respect to the Turning Point Solar Project as further described below.

This Indicative Non-Binding Term Sheet is not legally binding and is not meant to be an exhaustive document with respect to the transaction documents for the Project and will, subject to mutual written agreement, be replaced and superseded by definitive agreements. No party will have any liability to any other party arising from this Term Sheet or if definitive agreements are not executed for any reason or for no reason. Each party shall bear all of its own costs and expenses arising from the negotiation of this Term Sheet and any related definitive agreements.

This Indicative Non-Binding Term Sheet may be executed by the parties in multiple original counterparts, and each such counterpart will constitute an original hereof.

The parties have executed this Indicative Non-Binding Term Sheet as of January 21, 2011.

Columbus Southern Power Company

By: 
Name: Joseph Hamrock
Title: President and Chief Operating Officer

Ohio Power Company

By: 
Name: Joseph Hamrock
Title: President and Chief Operating Officer

Turning Point Solar, LLC
By its Member, Agile Energy, Inc.

By: 
Name: Glen Davis
Title: Chief Executive Officer

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The Turning Point Solar Project (the "Project") is a proposed generating facility that will generate electricity exclusively from sunlight. The Project will be built in three phases resulting in a final nameplate capacity of 49.9 MW AC (Phase 1 – 20 MW; Phase 2 – 15 MW; and Phase 3 – 14.9 MW). Turning Point, OPCO and an affiliate of OPCO executed an Option for the Lease of Real Estate on October 28, 2010, pursuant to which OPCO and its affiliate granted Turning Point the option to lease a site located in Noble County or a site located in Muskingum County. Turning Point intends to use the site located in Noble County.

The generating facility will be constructed in three phases and would interconnect to OPCO's South Cumberland substation (69 kV) subject to completion of the PJM interconnection application process for each phase (PJM Queue #'s W3-111, W3-112, and W3-113) resulting in an interconnection agreement among Turning Point, OPCO, and PJM.

Turning Point and AEP Ohio are currently studying several design options, including whether to include solar tracking equipment. The parties intend to negotiate to reach a final decision with respect to the inclusion of solar tracking equipment by no later than February 15, 2011. In addition, Turning Point intends to provide updated panel prices from the manufacturer and updated BOP estimates from the consulting engineer by February 15, 2011.

II. The Transaction

The parties contemplate establishing a new company ("GenCo") to own the generating facility (the "GenCo"). AEP Ohio, Turning Point, and potentially other equity investors would hold membership interests in the GenCo. The GenCo would enter into long-term leases of the generating facility with AEP Ohio (the "Facility Leases"). The parties contemplate initially executing a Participation Agreement, and upon the satisfaction of certain conditions, the parties would execute the limited liability agreement for the GenCo ("LLC Agreement"), the Facility Leases, and such other documents as the parties determine necessary and appropriate to effectuate the transaction. The terms of the Participation Agreement, the LLC Agreement, and the Facility Leases are outlined below.

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TERMS FOR PARTICIPATION AGREEMENT

Parties	<p>(a) Turning Point Solar, LLC ("<u>Turning Point</u>").</p> <p>(b) Columbus Southern Power Company ("<u>CSP</u>") and Ohio Power Company ("<u>OPCO</u>"). CSP and OPCO are collectively referred to as "<u>AEP Ohio</u>".</p>
Closing	<p>The closing will occur upon satisfaction of the conditions precedent. At the closing, the parties would execute closing documents (including an LLC Agreement for the GenCo and the Facility Leases); would make initial capital contributions to the GenCo; and GenCo would purchase any Project assets (including land leases and interconnection agreement) then held by Turning Point. The purchase price ("<u>Purchase Price</u>") for the Project assets would be payable in installments as described below, and would equal the sum of (a) all reasonable and documented direct costs incurred by Turning Point for development of the Project plus (b) an amount that the parties intend to negotiate by no later than February 28, 2011.</p> <p>The Purchase Price will be paid in installments as follows:</p> <ol style="list-style-type: none"> 1. Upon transfer of the Project assets to GenCo, part (a) of the Purchase Price plus 20% of part (b); 2. At the commercial operation date of the first phase, 25% of part (b) of the Purchase Price; 3. At the commercial operation date of the second phase, 30% of part (b) of the Purchase Price; and 4. At the commercial operation date of the third phase, 25% of part (b) of the Purchase Price. <p>Notwithstanding the foregoing payment schedule, if after the transfer of the Project assets to GenCo, one or more phases is cancelled or the commercial operation date of any phase is delayed beyond December 31, 2016 (provided that Closing has occurred by a date to be identified in the Participation Agreement), then installment payments may be accelerated as follows:</p> <ol style="list-style-type: none"> 5. If such cancellation or delay is not directly attributable to AEP Ohio or any of their respective affiliates, and Turning Point has satisfied all of its obligations and conditions with respect to each such cancelled or delayed phase, then Turning Point

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	<p>will be entitled to 50% of the installment payment associated with each relevant cancelled or delayed phase.</p> <p>6. If such cancellation or delay is directly attributable to AEP Ohio or any of its affiliates, and Turning Point has satisfied all of its obligations and conditions with respect to each such cancelled or delayed phase, then Turning Point will be entitled to 100% of the installment payment associated with each relevant cancelled or delayed phase.</p>
Closing Conditions - General	<p>In addition to customary closing conditions, the obligation of the parties to close will be conditioned on:</p> <p>(a) issuance of a final, non-appealable order by the Public Utilities Commission of Ohio, satisfactory to AEP Ohio in its sole discretion, authorizing the AEP Ohio companies to recover from their retail ratepayers all costs associated with the Facility Leases and other costs associated with the Project through a non-bypassable surcharge; provided, however, AEP Ohio will not be required to accept any condition or limitation concerning such order, whether related to the Facility Leases or to other issues in the order, that is unacceptable to AEP Ohio in its sole discretion, and Turning Point will not be required to accept any condition or limitation concerning such order, to the extent related to the Project, that is unacceptable to Turning Point in its sole discretion;</p> <p>(b) receipt of any other required regulatory or third party approvals upon terms satisfactory to the parties in their sole discretion;</p> <p>(c) execution of an interconnection agreement among Turning Point, OPCO, and PJM for all three phases of the project;</p> <p>(d) issuance of a commitment letter from RUS in an amount and upon terms satisfactory to the parties in their sole discretion (NEPA approval is assumed to be part of this);</p> <p>(e) commitments of lenders and/or equity investors in an aggregate amount determined necessary to cover the anticipated total construction costs of the Project to the extent not funded by Turning Point or AEP Ohio, upon terms satisfactory to the parties in their sole discretion;</p>

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	<p>(f) no material adverse change (as defined in the Participation Agreement) having occurred to the Project; and</p> <p>(g) execution of Project documents as mutually agreed in the Participation Agreement.</p>
Closing Conditions – AEP Ohio	<p>In addition to the general closing conditions identified above, AEP Ohio's obligation to close will be conditioned on:</p> <p>(a) a determination reasonably made by AEP Ohio that Turning Point has ensured the creation of approximately 600 Ohio jobs and location of a solar panel, solar tracker, solar racking systems, inverters and/or other major equipment manufacturing facilities within Ohio, such that Turning Point (or the GenCo) can purchase the Project's solar panels, solar trackers, solar racking systems, inverters and/or other major equipment from new Ohio manufacturing facilities and/or existing Ohio manufacturing facilities;</p> <p>(b) approval by FERC upon terms satisfactory to AEP Ohio in its sole discretion;</p> <p>(c) approval by the boards of directors of OPCO, CSP, and American Electric Power Company, Inc.;</p> <p>(d) the major contracts (based on thresholds identified in the Participation Agreement) for the manufacturing and construction of the Project, including the costs and risks of such contracts, are satisfactory to AEP Ohio in its reasonable discretion;</p> <p>(e) the terms of warranties of major contracts (based on thresholds identified in the Participation Agreement) for the Project (including equipment, performance, degradation, and balance of plant warranties) and the creditworthiness of any persons providing such warranties are satisfactory to AEP Ohio in its reasonable discretion; and</p> <p>(f) issuance of a favorable private letter ruling from the Internal Revenue Service with respect to certain tax matters related to the contemplated transaction, upon terms satisfactory to AEP Ohio in its sole discretion.</p>

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<p>Covenants of AEP Ohio</p>	<p>(a) AEP Ohio, at its expense, will furnish to Turning Point such information in its possession concerning the oil and gas infrastructure on the Project site as Turning Point may reasonably request. AEP Ohio will exercise commercially reasonable efforts to assist Turning Point in obtaining information from other parties that have real estate or oil, gas or other mineral interests on the Project Site.</p> <p>(b) AEP Ohio will exercise commercially reasonable efforts to achieve the Closing, including exercising commercially reasonable efforts to obtain an order by the Public Utilities Commission of Ohio authorizing the AEP Ohio companies to recover from their retail ratepayers all costs associated with the Facility Leases and other costs associated with the Project through a non-bypassable surcharge. However, it is understood that such order is part of a more comprehensive proceeding, and this covenant shall not be construed as placing any requirement or restriction on how AEP Ohio handles such proceeding.</p>
<p>Covenants of Turning Point</p>	<p>(a) At the earliest reasonable date, Turning Point will obtain firm commitments from (i) manufacturers of solar panels, solar trackers, solar racking systems, inverters and other major equipment to be used in the Project to support a minimum of 300 new, permanent Ohio jobs by relocating manufacturing facilities to Ohio and/or increasing permanent employment at their existing Ohio manufacturing facilities, and (ii) contractors and subcontractors to construct the Project and support approximately 300 Ohio jobs during construction of the Project.</p> <p>(b) Turning Point will have lead responsibility for managing the design, engineering, procurement and, if applicable, construction of the Project. Turning Point will provide an opportunity for AEP Ohio's review of all design, engineering, procurement, and construction activities, including review and approval of all contracts associated with the Project. Turning Point will conduct such activities in accordance with good utility practice and in accordance with all applicable laws. Turning Point will continue to perform such activities, as applicable, until commercial operation of each phase of the Project.</p>

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	<p>(c) Turning Point will develop the Project in accordance with the requirements for obtaining a Rural Utilities Service ("RUS") loan.</p> <p>(d) With the exception of procurement of solar modules and trackers, Turning Point shall utilize competitive bidding for the procurement of goods and services as required by Ohio Revised Code Section 4928.143(b), as required by RUS to obtain a loan, and as required by any other applicable laws.</p> <p>(e) Turning Point will provide AEP Ohio with reports concerning the Project status at such times and in formats reasonably specified by AEP Ohio.</p> <p>(f) Turning Point shall exercise commercially reasonable efforts to include provisions in such contracts that all contract and warranty rights may be transferred to, or enforced by, AEP Ohio as the lessee of the generating facility, and prior to commencement of the Facility Leases, will assign all such contract and warranty rights to AEP Ohio.</p> <p>(g) Turning Point will afford AEP Ohio and its affiliates reasonable access to the Project records (including contracts with contractors and vendors) and to the Project Site.</p> <p>(h) Turning Point will cause the GenCo to be qualified as an Exempt Wholesale Generator.</p> <p>(i) Turning Point will exercise commercially reasonable efforts to achieve the Closing, including assisting AEP Ohio in obtaining all necessary regulatory and third party approvals, including authorization by the Public Utilities Commission of Ohio of the AEP Ohio companies to recover from their retail ratepayers all costs associated with the Facility Leases and other costs associated with the Project through a non-bypassable surcharge.</p> <p>(j) Turning Point will obtain and maintain insurance of the types and in amounts as agreed in the Participation Agreement.</p>
Step-In Rights	<p>If AEP Ohio terminates the Participation Agreement pursuant to items (b) or (d) of Termination, then AEP Ohio will have the right, but not the obligation, to take over the development of the Project. In such case, Turning Point will transfer all Project assets to AEP Ohio subject to any necessary regulatory approvals, and</p>

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	<p>AEP Ohio will, at the time of such transfer, reimburse Turning Point for all reasonable and documented direct costs incurred for development of the Project. Further, if AEP Ohio's termination of the Participation Agreement is pursuant to item (b) (other than as a result of Turning Point's failure to exercise commercially reasonable efforts to achieve the Closing, fraud, willful misconduct, and any other reasons as identified in the Participation Agreement), then if commercial operation is ultimately achieved, Turning Point shall be entitled to an additional payment equal to the amount of the reimbursement identified in the foregoing sentence on a pro rata basis reflecting the amount of mega watts in commercial operation.</p>
Representations and Warranties	<p>The Participation Agreement will contain representations and warranties concerning authority of the parties and other matters as mutually agreed by the parties.</p> <p>Turning Point will represent and warrant that neither Turning Point nor its members (and any officer, director, employee of any of those entities) received any finder's fees, commissions, discounts, or other financial arrangements in connection with the Project other than as set forth under "Development Costs and Fees" above.</p>
Indemnification	<p>The parties will indemnify each other for breaches of covenants and representations and warranties, subject to limitations of liability as mutually agreed by the parties. The Participation Agreement will contain an exclusion of special, incidental, indirect, punitive, or consequential damages (except to the extent that such damages are claimed by third parties). Subject to mutually agreed exceptions, including the parties' payment obligations (i.e., equity contributions) and exceptions related to either Party's fraud, bad faith, etc., the Participation Agreement will contain the following caps on the liability of either party for indemnification obligations:</p> <p>(a) From the effective date of the Participation Agreement until the Closing:</p> <ol style="list-style-type: none"> 1. in respect of Turning Point: \$2,000,000, provided that Turning Point shall be required to post security for no more than \$1,000,000; 2. in respect of AEP Ohio: the amount specified in item (e) of Termination;

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	<p>(b) After the Closing: the portion of the Purchase Price for which Turning Point has received payment.</p>
Termination	<p>The Participation Agreement may be terminated:</p> <p>(a) by any party if any of the conditions precedent to the terminating party's obligation to close the transaction becomes incapable of fulfillment within the time specified in item (d) below; provided, however, that the foregoing shall only apply to (i) items (a), (b), (d), and (e) of Closing Conditions – General above and (ii) items (b) and (f) of Closing Conditions – AEP Ohio above. The party terminating under this clause shall have no incremental liability to the non-terminating party as a result of such termination, provided the terminating party has not caused such condition precedent to be incapable of fulfillment;</p> <p>(b) by any party if another party materially breaches any of its material obligations under the Participation Agreement or if any representation or warranty made by the other party shall have been incorrect when made, and such breach or incorrect representation or warranty is not cured or diligent efforts by the performing party towards cure have not commenced within 30 days after written notice; provided that the cure period shall be 10 days after written notice for payment obligations;</p> <p>(c) by any party, if there is a material adverse change (as defined in the Participation Agreement) to the Project;</p> <p>(d) by any party, if the closing has not occurred for the first phase of the project within 12 months of the expected date, subject to a day-for-day extension if such delay is the result of Force Majeure; and</p> <p>(e) by AEP Ohio at any time prior to Closing, for its convenience. If AEP Ohio terminates the transaction for convenience prior to issuance of a final, non-appealable order by the Public Utilities Commission of Ohio authorizing the AEP Ohio companies to recover from their retail ratepayers all costs associated with the Facility Leases and other costs associated with the Project through a non-bypassable surcharge, AEP Ohio will pay Turning Point an amount equal to the sum of (i) all reasonable and documented direct costs incurred for development of the Project up to the point of termination and (ii) \$1,000,000. If AEP Ohio terminates the transaction for convenience after issuance of such a final, non-</p>

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	appealable order by the Public Utilities Commission of Ohio, AEP Ohio will pay Turning Point an amount equal to the greater of (i) 200% of all reasonable and documented direct costs incurred for development of the Project up to the point of termination or (ii) \$2,000,000. In the event AEP Ohio terminates for convenience, it shall not develop the Project (directly or indirectly) for a period of three (3) years thereafter.
Confidentiality	The Participation Agreement will contain a confidentiality provision that covers confidential information exchanged by the parties.
Assignment	None of the parties will be permitted to assign the Agreement without the prior written consent of the other parties which shall not be unreasonably withheld, provided, however, that OPCO and CSP may each assign their rights and obligations under the Participation Agreement to an affiliate of equal or greater financial strength or with sufficient credit support without the prior consent of Turning Point, unless such assignment could result in a material adverse affect on the Project or any of its participants. OPCO and CSP will provide Turning Point at least 30 days advance written notice of its intent to make such an assignment. A direct change in control of Turning Point will be deemed to be an assignment requiring the consent of AEP Ohio, which consent is not to be unreasonably withheld. For the avoidance of doubt, a change in control of any owner of Turning Point shall not be deemed an assignment of the Participation Agreement.
Governing Law and Venue	The Participation Agreement and the rights of the parties thereunder will be governed by the laws of the State of Ohio. The parties will agree to jurisdiction and venue in the courts of Franklin County, Ohio.

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TERMS FOR LLC AGREEMENT

Type of Entity	Delaware limited liability company.						
Purpose	The purpose of the GenCo will be limited to ownership of the Project.						
Initial Members and Capitalization	<p>At closing, the initial members and initial capital contributions will be as follows:</p> <table border="1"> <thead> <tr> <th>Member</th><th>Initial Capital contribution (includes pre-close payments)</th></tr> </thead> <tbody> <tr> <td>Columbus Southern Power Company ("<u>CSP</u>")/Ohio Power Company ("<u>OPCO</u>")</td><td>\$20 million</td></tr> <tr> <td>Turning Point Solar, LLC and/or other third party equity investors</td><td>TBD</td></tr> </tbody> </table> <p>(CSP and OPCO are collectively referred to as "<u>AEP Ohio</u>".)</p> <p>CSP and OPCO contemplate that they will limit their common membership interests, on a combined basis, to 4.9%, with the remainder of its interest held as a non-voting preferred membership interest. AEP Ohio will have the right to convert all or a portion of such preferred interests into common membership interests at any time after closing, subject to the fulfillment or waiver of certain conditions precedent, on a 1 to 1 basis.</p>	Member	Initial Capital contribution (includes pre-close payments)	Columbus Southern Power Company (" <u>CSP</u> ")/Ohio Power Company (" <u>OPCO</u> ")	\$20 million	Turning Point Solar, LLC and/or other third party equity investors	TBD
Member	Initial Capital contribution (includes pre-close payments)						
Columbus Southern Power Company (" <u>CSP</u> ")/Ohio Power Company (" <u>OPCO</u> ")	\$20 million						
Turning Point Solar, LLC and/or other third party equity investors	TBD						
Membership Classes; Rights of Preferred Units	<p>The LLC Agreement shall provide for preferred (non-voting) membership interests and common (voting) membership interests.</p> <p>The holders of preferred membership units will be entitled to a preference to the holders of common membership interests with respect to distributions and in the event of any liquidation, dissolution or winding up of the GenCo. The holders of preferred membership units will not receive a premium on distributions. The holders of preferred interests will have the right to convert all or a portion of such preferred interests into common membership interests at any time, subject to the fulfillment or waiver of certain conditions precedent.</p>						

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Additional Capital Contributions	A member will only be required to contribute additional capital if the member agrees to such additional capital contribution. If members make disproportional additional capital contributions, their membership interests shall be adjusted accordingly.
Management of the GenCo	<p>The GenCo will be member managed. The members will meet on a quarterly basis or more or less frequently as determined by the members.</p> <p>The voting power of each member will be based upon the percentage ownership of common membership interests held by each of the respective members. Except as provided below, all decisions shall be based on approval by a majority of the outstanding common membership interests. The members shall not be permitted to authorize the GenCo to take certain fundamental actions without the consent of all of the members (including holders of preferred membership interests), including the following:</p> <ul style="list-style-type: none"> (a) liquidate, file for bankruptcy, reorganize, dissolve, wind up, or make a general assignment for the benefit of creditors; (b) merge or consolidate with or into any other person; (c) transfer, sell, lease or otherwise dispose of all or substantially all of the GenCo's assets, in any one transaction or in a series of related transactions; (d) issue, repurchase, redeem, or reclassify any interest in the GenCo or any securities convertible or exchangeable for any such interest; (e) make an initial public offering of equity securities of the GenCo or a subsidiary thereof; (f) provide secured or unsecured guarantees of third party debt; (g) incur, renegotiate or prepay any third party debt other than trade debt in the ordinary course of business; (h) make any material change in the GenCo's tax and accounting policies; (i) enter into a new business, change the scope or nature of the business of the GenCo or create any subsidiaries;

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	<p>(j) enter into any amendment to the GenCo's organizational documents;</p> <p>(k) except as may be set forth in the LLC Agreement, make any determination as to the amount and timing of any capital contributions to the GenCo;</p> <p>(l) initiate or settle any litigation or controversy;</p> <p>(m) admit a new Member;</p> <p>(n) make or modify agreements with Members or affiliates unless otherwise specifically authorized in writing;</p> <p>(o) change operating cash reserves; or</p> <p>(p) enter into, amend, terminate, or give any consents or approvals under any agreement with an affiliate of any member.</p>
Officers	The GenCo may have a president, secretary, treasurer and such other officers as deemed necessary by the members.
Withdrawal	No member may withdraw from a membership class prior to dissolution and winding up of the membership class.
New Members	No person will be permitted to acquire a newly issued interest in the GenCo unless mutually agreed by all members.
Transfer Restrictions	<p>Except as provided in the first paragraph of this section, any member will be permitted, without the consent of the other members, to transfer all or any portion of its membership interests in the GenCo to an affiliate that is no less creditworthy (based on a Standard & Poors credit rating), or has sufficient credit support, to satisfy its obligations in connection with the Project.</p> <p>OPCO and CSP may transfer all or any portion of their membership interests in the GenCo, without the consent of the other members, in connection with the sale or other disposition of all or substantially all of their generation assets.</p>

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	<p>Except as provided in the first paragraph of this section, a member may transfer all or any portion of its membership interest in the GenCo to a non-affiliated person provided (a) that such person is no less creditworthy and no less qualified to perform the transferring member's obligations and such person has experience in the ownership or operation of electric generating facilities, and (b) the non-transferring members are given an opportunity to purchase the membership interest pursuant to a mechanism to be set forth in the LLC Agreement. A change in control of a member's ultimate parent will not be deemed to be an assignment.</p> <p>If a transfer by a member of its interest results in a termination of the tax partnership pursuant to the Internal Revenue Code, the members shall make such allocations as are necessary to keep the non-transferring members in the same economic position as if the tax termination had not occurred.</p>
Winding Up and Dissolution	<p>The LLC Agreement will contain provisions concerning winding up and dissolution.</p> <p>The LLC Agreement will provide that the GenCo shall be wound up and dissolved if AEP Ohio elects to purchase all of the generating facility upon termination of all of the Facility Leases.</p>
Reports and Audit Rights	<p>The GenCo shall provide to each member (a) monthly financial statements; (b) unaudited quarterly financial statements; and (c) annual audited financial statements.</p> <p>The LLC Agreement shall provide for each member to have full audit rights (subject to mutually agreed limitations) with respect to all costs and expenses incurred by the GenCo.</p>
Indemnification	<p>The GenCo will indemnify its members, managers, and officers for actions taken on behalf of the GenCo in such capacities.</p>
Tax Matters	<p>The GenCo shall make an election to be taxable as a partnership for federal income tax purposes. OPCO or CSP shall be designated as the Tax Matters Partner.</p>

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Dispute Resolution	The parties will first attempt to resolve a dispute through negotiation among senior executives of the members within a specified time period. If the members are unable to resolve the dispute through negotiation, the parties may pursue any remedy available to them.
Confidentiality	The LLC Agreement will contain a confidentiality provision.
Governing Law and Venue	The LLC Agreement and the rights of the parties thereunder will be governed by the laws of the State of Delaware. The parties will agree to jurisdiction and venue in the courts of Franklin County, Ohio.

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Leases	There will be a Facility Lease for each of the 3 phases of the Project.
Parties	<p>Lessor: GenCo (a special purpose entity to be established by and between Turning Point Solar, LLC and AEP Ohio and/or other third party investors).</p> <p>Lessee: Ohio Power Company ("<u>OPCO</u>") and Columbus Southern Power Company ("<u>CSP</u>", and collectively with OPCO, "<u>AEP Ohio</u>"). OPCO and CSP will be severally, and not jointly, liable for their obligations under the Facility Lease.</p>
Leased Property	For each Facility Lease, GenCo will lease a phase of the Turning Point Solar generating facility to AEP Ohio. Each phase is referred to herein as the "Facility" for its respective Facility Lease.
Term and Termination	<p>The term of a Facility Lease shall commence on the financial closing date; however payments under the lease shall commence only upon the commercial operation date of the applicable phase. Each Facility Lease shall remain in effect for a period of 25 years from the commercial operation date of the applicable phase.</p> <p>The Facility Lease may be terminated as follows:</p> <p>(a) either party may terminate upon an event of default, subject to usual and customary cure periods;</p> <p>(b) by AEP Ohio upon payment of any required loan and equity amounts in the event of early lease termination and upon payment of any other payment obligations then due under the Facility Lease.</p>
Rent	The rental payments for each phase shall be based on the cost of construction of the applicable phase; debt service expenses; and a mutually agreed return on equity for the members of GenCo.

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	<p>To the extent that AEP Ohio receives the benefits of any Federal Investment Tax Credits related to the Project, AEP Ohio shall make a pre-payment of rent for each phase as follows: the amount of the pre-payment shall be approximately equal to the amount of any tax credit realized by AEP Ohio, and the pre-payment for each phase shall occur when the tax credits are realized by AEP Ohio.</p> <p>GenCo shall use the proceeds from any such payments only for the pre-payment of the construction debt for the Project.</p>
Purchase Option	At the end of the lease term for each Facility Lease, AEP Ohio will have the option to purchase the applicable Facility for \$1.00.
Triple Net Lease	The Facility Lease will be a triple net lease, and AEP Ohio will be responsible for all real estate taxes, personal property taxes, excise taxes, payments in lieu of taxes, and all costs, fees, charges and expenses of operating, maintaining and insuring the Facility.
Operation and Maintenance	<p>AEP Ohio will have the exclusive right to, and shall be solely responsible for, operation and maintenance of the Facility. AEP Ohio shall, at all times and at its own expense, keep the Facility in satisfactory repair, condition and working order consistent with good utility practice, ordinary wear and tear excepted.</p> <p>AEP Ohio will have the right to make modifications to the Facility that it deems desirable in the operation of the Facility, subject to certain approval rights of the GenCo.</p>
Renewable Energy Products	AEP Ohio will be entitled to all of the Renewable Energy Products produced by the Facility. OPCO's share will be approximately 55% of the output of each phase of the Facility and CSP's share will be approximately 45% of the output of each phase of the Facility.
Tax Benefits	AEP Ohio will be entitled to all federal, state or local tax credits, deductions and other tax benefits and financial incentives related to the ownership of the Facility or output thereof, including §48 Federal Investment Tax Credits. As outlined in "Rent" above, AEP Ohio will make pre-payments of rents based on the realized Federal Investment Tax Credits, and such pre-payments will be used by GenCo for the reduction of construction costs of the Project.

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REC Certification:	<p>AEP Ohio shall make all necessary filings and applications with PJM and governmental authorities for accreditation and participation in GATS. AEP Ohio shall be responsible for causing the GATS Certificates to meet all requirements for entry into GATS and as otherwise specified by the PJM-EIS. AEP Ohio shall be responsible for registering and maintaining compliance during the duration of the Facility Lease with GATS and the PJM-EIS and will be responsible for timely delivery as allowed by GATS and the PJM-EIS.</p> <p>AEP Ohio shall, at its own cost, take all actions necessary to register for and maintain participation in any applicable system or program established by the federal governmental authority or the State of Ohio to monitor, track, certify or trade RECs.</p> <p>To the extent necessary, GenCo shall assign to AEP Ohio all rights, title and authority for AEP Ohio to participate in GATS and to register, own, hold and manage certificates that represent RECs in AEP Ohio's own name and to AEP Ohio's account, including any rights associated with any such renewable energy information or tracking system that may be established with regard to monitoring, tracking, certifying, or trading such RECs.</p>
Insurance	<p>AEP Ohio, at its expense, will provide and maintain appropriate insurance to cover (i) physical loss or damage to the Facility, and (ii) liability insurance with respect to third party personal injury, death and property damage. AEP Ohio will comply with the insurance requirements of RUS and/or other financing parties necessary for RUS and other financing.</p>
Subletting and Assignment	<p>AEP Ohio will have the option to sublease all or a portion of the Facility without the prior consent of GenCo, unless such assignment could result in a breach of any covenants of the financing facilities for the Project. Any such sublease will be in form and substance reasonably satisfactory to GenCo.</p> <p>None of the parties will be permitted to assign a Facility Lease without the prior written consent of the other party; provided, however, OPCO and CSP may each assign their rights and obligations under a Facility Lease to an affiliate of equal or greater financial strength or with sufficient credit support without the prior consent of GenCo.</p>

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**Governing Law and
Venue**

The Facility Leases and the rights of the parties thereunder will be governed by the laws of the State of Ohio. The parties will agree to jurisdiction and venue in the courts of Franklin County, Ohio.

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DEFINITIONS (for Facility Lease term sheet)

Beneficial Environmental Interests:	"Beneficial Environmental Interests" means all Non-Power Attributes associated in any way, directly or indirectly, with the Facility and all RECs associated with such Non-Power Attributes, including Renewable Energy Incentives.
GATS:	"GATS" means the Generation Attribute Tracking System administered by PJM Environmental Information Services, Inc. ("PJM-EIS") and providing environmental and emissions attributes reporting and tracking services to its subscribers in support of renewable portfolio standards and other information disclosure requirements that may be implemented by governmental authorities. GATS tracks generation attributes and the ownership of the attributes as they are traded or used to meet standards of governmental authorities. GATS includes any successor tracking system or systems with the same or similar purpose administered by PJM-EIS.
Non-Power Attributes	"Non-Power Attributes" means any characteristic of the Facility related to its benefits to the environment, including any avoided, reduced, displaced or off-set emissions of pollutants to the air, soil or water such as sulfur dioxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), mercury (Hg), particulates, and any other pollutant that is now or may in the future be regulated under federal, or local pollution control laws, regulations or ordinances or any voluntary rules, guidelines or programs; and further include any avoided emissions of carbon dioxide (CO2) and any other greenhouse gas (GHG) that contributes to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.
Renewable Energy:	"Renewable Energy" means the electric energy generated by the Facility.
Renewable Energy Credit or REC:	"Renewable Energy Credit" or "REC" means any credit, certificate, allowance or similar right that is related to the Non-Power Attributes of the Facility, whether arising pursuant to law, regulation, certification, markets, trading, off-set, private transaction, renewable portfolio standards, voluntary programs or otherwise. Without limiting the generality of the foregoing definitions, RECs shall include GATS Certificates and must be generated by a solar generating facility located in Ohio and approved by the Public Utilities Commission of Ohio as

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	qualifying as a Solar Renewable Energy Facility as set forth under Ohio Substitute Senate Bill 221.
Renewable Energy Products:	"Renewable Energy Products" means, collectively, the Renewable Energy and ancillary services produced by the Facility and all of the associated capacity and Beneficial Environmental Interests.