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THE SUPPLEMENT DIRECT TESTIMONY
(JAY. GODFREY)

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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)	
Columbus Southern Power Company and)	
Ohio Power Company for Authority to)	Case No. 11-346-EL-SSO
Establish a Standard Service Offer)	Case No. 11-348-EL-SSO
Pursuant to §4928.143, Ohio Rev. Code,)	
in the Form of an Electric Security Plan.)	
In the Matter of the Application of)	
Columbus Southern Power Company and)	Case No. 11-349-EL-AAM
Ohio Power Company for Approval of)	Case No. 11-350-EL-AAM
Certain Accounting Authority.)	

PUBLIC VERSION OF
SEPARATELY-BOUND EXHIBIT JFG-6 FOR
THE SUPPLEMENTAL DIRECT TESTIMONY OF
JAY F. GODFREY
ON BEHALF OF
COLUMBUS SOUTHERN POWER COMPANY
AND
OHIO POWER COMPANY

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PARTICIPATION AGREEMENT

BETWEEN

TURNING POINT SOLAR, LLC

AND

OHIO POWER COMPANY

AND

COLUMBUS SOUTHERN POWER COMPANY

DATED AS OF

June 23, 2011

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EXHIBITS

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PARTICIPATION AGREEMENT

This Participation Agreement (this "Agreement") is entered into as of this 23rd day of June, 2011 (the "Effective Date") by and between (i) TURNING POINT SOLAR, LLC, a Delaware limited liability company ("Turning Point"), and (ii) OHIO POWER COMPANY, an electric utility organized under the laws of the State of Ohio ("OPCO"), and COLUMBUS SOUTHERN POWER COMPANY, an electric utility organized under the laws of the State of Ohio ("CSP"); severally and not jointly. OPCO and CSP are sometimes referred to herein collectively as "AEP Ohio." Each of Turning Point and AEP Ohio is sometimes referred to individually herein as a "Party," and Turning Point and AEP Ohio are sometimes referred to collectively herein as the "Parties".

INTRODUCTION

A. The Parties are interested in cooperating in the development of a 49.9 MW (ac) solar photovoltaic electric generation facility to be located in Noble County, Ohio (as further defined below, the "Facility").

B. The Parties anticipate that the Facility will require the collective experience, expertise, skills, knowledge and resources of the Parties.

C. Turning Point is in the business of developing solar photovoltaic electric generating facilities.

D. Each of OPCO and CSP is a public utility that engages, in the generation, transmission and distribution of electricity in the state of Ohio.

E. Each of OPCO and CSP desires to obtain the approval of the Public Utilities Commission of the State of Ohio ("PUCO") prior to consummating the transactions contemplated by the Parties in connection with the Facility.

F. The Parties now desire to set forth their understandings and agreements with respect to the responsibilities each will undertake in the development of the Facility, the manner in which the costs of development will be funded and other matters with respect to the Facility as set forth in this Agreement.

AGREEMENT

In consideration of the statements in the foregoing Introduction, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS; GENERAL CONSTRUCTION

1.1 Definitions. As used herein, the following terms shall have the meanings set forth below:

"AEP Ohio" has the meaning given to such term in the opening paragraph of this Agreement.

"AEPSC" means American Electric Power Service Corporation, an Affiliate of AEP Ohio.

"Affiliate" means, with respect to any Person, any other Person that Controls, is Controlled by or is under common Control with such other Person.

"Approved Facility Surcharges" means the amount of the aggregate non-bypassable surcharges approved by the PUCO in the Final PUCO Order for the 25-year terms of the Facilities Leases.

"Appurtenant Rights" means (i) all agreements, easements, rights of way (including the right of way granted under the Right of Way Agreement for the 69 kv tie line) or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to the Land or the Improvements, including the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to the Land and (ii) all permits, licenses and rights, whether or not of record, appurtenant to the Land.

"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.

"Block" means all Equipment (including (i) tables of modules, any underground or overground collection system cables, grounding transformers, combiner boxes, junction boxes, disconnect switches, breakers and any other Equipment connecting such tables of modules to the inverter input, (ii) the inverter and padmount transformer, and (iii) any underground or overground collection system cables, grounding transformers, junction boxes, disconnect switches, breakers and other equipment connecting such inverter and transformer to the medium voltage bus) necessary to transmit electricity from modules having an aggregate nominal rating of 1 MWac.

"Block Turnover Date" means the date on which TPS Generation assumes the care, custody and control of and risk of loss with respect to any Block and commences delivery to the grid of commercial quantities of electricity generated by such Block, which shall be the day following the Block Substantial Completion Date (as defined in the EPC Construction Contract) for such Block.

"Business Day" means any day on which commercial banks in New York City, New York and Columbus, Ohio are open for business.

"Business Services Agreement" means a business services agreement to be entered into between AEPSC and TPS Generation on or prior to the Phase 1 Financial Closing.

"Cash" has the meaning given to such term in Section 9.3(c)(ii).

"Closing Date Certain" means (i) with respect to Phase 1, June 30, 2013; (ii) with respect to Phase 2, June 30, 2014; and (iii) with respect to Phase 3, June 30, 2015; provided that each such date shall be extended on a day-for-day basis, but in each case in no event for an extension period exceeding 184 days, for each full day with respect to which Development Activities are delayed by a Force Majeure Event.

"Code" means the Internal Revenue Code of 1986, and the rules and regulations promulgated thereunder.

"Confidential Information" has the meaning given to such term in Section 9.1(b).

"Confidential Writing" has the meaning given to such term in Section 9.1(b).

"Confidentiality Agreement" means the Confidentiality Agreement dated September 29, 2010 between American Electric Power Service Corporation and Turning Point.

"Construction Debt Financing" means the loans obtained by TPS Generation pursuant to the Construction Debt Financing Documents.

"Construction Debt Financing Documents" means the commitment letters, loan and credit agreements, notes, security agreements, intercreditor agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the development, bridge or construction debt financing for each Phase of the Facility.

"Construction Equity Financing" means the cash contributions obtained by TPS Generation pursuant to the Construction Equity Financing Documents.

"Construction Equity Financing Documents" means the Equity Contribution Agreement and the equity commitment agreements, equity commitment guaranties, equity loans, subordination agreements and other documents relating to the development, bridge or construction equity financing for each Phase of the Facility.

"Construction Lenders" means, collectively, any lender(s) or any other financiers providing any Construction Debt Financing.

"Construction Management Agreement" means a construction management agreement to be entered into between AEPSC and TPS Generation on or prior to the Phase 1 Financial Closing for purposes of obtaining the Construction Debt Financing.

"Construction Management Plan" means the construction management plan detailing the management services to be provided by AEPSC during construction of the Facility, which shall form the basis of the Construction Management Agreement.

"Control" (including its derivatives and similar terms) of a Person means ownership, directly or indirectly, of 50% or more of the voting securities of such Person or the power to direct the management or policies of such Person, whether by operation of law, by contract or otherwise.

"Convenience Termination Payment" means the amount required to be paid by AEP Ohio pursuant to Section 7.3(f) in connection with a termination for convenience by AEP Ohio or the failure of TPS Generation to execute the Development Assets Purchase Agreement notwithstanding that all other conditions precedent to Phase 1 Financial Closing set forth in Section 6.1 have been satisfied or waived, as the case may be.

"Cost Recovery Order" has the meaning given such term in Section 6.1(a).

"Credit Rating" means, for any Person, the senior unsecured and non-credit-enhanced long-term debt rating of such Person or, if such Person does not have a senior unsecured and non-credit-enhanced long term debt rating, the issuer rating of such Person.

"Creditworthy Bank" means a United States commercial bank or a foreign bank with a United States branch, which United States commercial bank or United States branch has at the applicable time a Credit Rating of (i) A- or better from Standard & Poor's Rating Services and (ii) A3 or better from Moody's Investors Service, Inc.

"Creditworthy Entity" means a Person having at the applicable time a Credit Rating of (i) BBB or better from Standard & Poor's Rating Services and (ii) Baa2 or better from Moody's Investors Service, Inc.

"CSP" has the meaning given to such term in the opening paragraph of this Agreement.

"Cure Plan" has the meaning given to such term in Section 5.2(a).

"Development Activities" means the activities to be undertaken by the Parties during the Development Period in connection with the Facility as more specifically set forth in Sections 3.4 and 3.5. For the avoidance of doubt, the Development Activities do not include any construction activities, which will be governed by the Construction Management Agreement.

"Development Assets Purchase Agreement" means a purchase and sale agreement among Turning Point and AEP Ohio, as assignors, and TPS Generation, as assignee, with respect to the Pre-Closing Development Assets, in substantially the form attached hereto as Appendix III.

"Development Budget" means the agreed budget for Turning Point's Development Activities attached as Exhibit A hereto, as such budget may be amended pursuant to the procedures set forth in Section 4.1 of this Agreement.

"Development Costs" means, with respect to each Party, the sum of (i) all Third Party Costs incurred by Turning Point or AEP Ohio between October 1, 2010 and the Effective Date, (ii) the Internal Costs incurred by such Party in performing the Development Activities through the Effective Date, and (iii) the additional Internal Costs and the Third Party Costs incurred by such Party from the Effective Date until the earlier of (A) the termination or expiration of this Agreement and (B) in the case of AEP Ohio, the Phase 1 Financial Closing Date, and in the case of Turning Point, the date of the Phase Payment Date for Phase 3, in each case in performing the Development Activities that are the sole, lead or support responsibility of such Party under Section 3.4, Section 3.5 and Exhibit F.

"Development Period" means the period from the Effective Date until the Phase Substantial Completion Date for Phase 3.

"Development Schedule" means the expected schedule for completing the Development Activities and achieving Facility Milestones, as set forth in Exhibit B hereto, as such schedule may be amended pursuant to the procedures set forth in Section 5.1 of this Agreement.

"Dispute" means any dispute, claim (of any and every kind or type, whether based on contract, tort, statute, regulation, or otherwise, including counterclaims and cross-claims), conflict, controversy or disagreement arising out of, relating to, or connected with this Agreement, or any provision hereof, including any dispute as to the construction, validity, interpretation, enforceability, violation, default or breach of this Agreement.

"Dynamic Model" means the financial model to be developed and maintained by the Parties pursuant to Sections 2.1(a), 3.4 and 3.5, the initial outputs of which are submitted by AEP Ohio to the PUCO in connection with its application for the Cost Recovery Order, and as further updated by AEP Ohio pursuant to Section 2.1(a) during the Development Period.

"Effective Date" has the meaning given to such term in the opening paragraph of this Agreement.

"EPC Construction Contract" means the engineering, procurement and construction contract entered into with the EPC Construction Contractor for Phase 1, Phase 2 and Phase 3.

"EPC Construction Contractor" means the counterparty to the EPC Construction Contract for each Phase.

"Equipment" means all "equipment" as defined in Article 9 of the Uniform Commercial Code and, to the extent not otherwise included, all of the following equipment: solar photovoltaic modules, solar racking systems, dc collection lines, inverters, ac collection lines, pad mount transformers, step-up transformers, interconnection facilities, transmission lines, and other personal property purchased, leased or otherwise acquired at any time attached to, contained in or used or usable in connection with operation or maintenance of, the Facility, and all parts thereof, additions and accessions thereto, and replacement parts therefor.

"Equity Capital Contribution Amount" means, with respect to any Phase, and (i) with respect to CSP, cash in the amount of CSP's membership interest in TPS Generation multiplied

by the Required Equity Amount for such Phase; provided, however, that the sum of CSP's membership interest of the aggregate Required Equity Amounts for all three Phases shall not exceed \$20,000,000; and (ii) with respect to Investor, cash in the amount of Investor's membership interest in TPS Generation multiplied by the Required Equity Amount for such Phase; provided, however, that the sum of Investor's membership interest of the aggregate Required Equity Amounts for all three Phases shall not exceed the cap agreed to by CSP and Investor in the Equity Contribution Agreement.

"Equity Contribution Agreement" means the Equity Contribution and Subscription Agreement to be entered into by CSP and Investor prior to the Phase 1 Financial Closing Date, based on the form attached hereto as Appendix I, but as subsequently negotiated by the parties thereto.

"Escrow Agent" means an escrow agent reasonably acceptable to each of Turning Point and TPS Generation.

"Escrow Agreement" means an escrow agreement in a form reasonably acceptable to each of Turning Point and TPS Generation among Turning Point, TPS Generation and the Escrow Agent pursuant to which the Escrow Agent receives, holds and releases the Escrowed Purchase Price Amounts on behalf of Turning Point and TPS Generation.

"Escrowed Purchase Price Amount" means each of the amounts delivered to, held by and released by the Escrow Agent pursuant to Sections 6.1 and 6.3 and the terms of the Escrow Agreement.

"Facilities Lease" means, with respect to any Phase, a Facilities Lease Agreement to be entered into by or on behalf of TPS Generation and AEP Ohio with respect to such Phase based on the form attached hereto as Appendix II, but as subsequently negotiated by the parties thereto.

"Facility" means the Land (including all Appurtenant Rights) and the Improvements (including the Fixtures and Equipment) constructed thereon, which is contemplated to be a 49.9 MW (ac) solar photovoltaic electrical generating facility and related facilities located in Noble County, Ohio, as more specifically described in Exhibit C hereto.

"Facility Contracts" means the Material Facility Contracts and any other agreement entered into by or on behalf of TPS Generation, with any Person for the acquisition of property or property rights, or the provision of materials, goods or services essential to the development, construction, financing, operation or maintenance of the Facility or for guaranteeing the performance of such agreements.

"Facility Milestones" means each of the key events in the development and construction of the Facility as listed on Exhibit B hereto.

"Failure to Extend Condition" has the meaning given to such term in Section 9.3(c)(i).

"Failure to Replace Condition" has the meaning given to such term in Section 9.3(d).

"Federal Funds Effective Rate" means the rate for that day opposite the caption "Federal Funds (Effective)" as set forth in the weekly statistical release designated as H. 15 (519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

"FERC" means the Federal Energy Regulatory Commission.

"FERC Approvals" has the meaning given to such term in Section 6.1(d).

"Final PUCO Order" has the meaning given to such term in Section 6.1(a). For the avoidance of doubt, any PUCO order or orders shall not individually or collectively constitute the Final PUCO Order and shall not be deemed issued or received until all applicable appeals have been finally settled and determined and no further appeals are permitted by applicable Law.

"Financial Closing" means the Phase 1 Financial Closing, the first funding of equity or debt proceeds under the Equity Contribution Agreement or the Construction Debt Financing Documents for Phase 2 or the first funding of equity or debt proceeds under the Equity Contribution Agreement or the Construction Debt Financing Documents for Phase 3.

"Financial Closing Date" means the Phase 1 Financial Closing Date, the date of the Financial Closing for Phase 2 or the date of the Financial Closing for Phase 3.

"Fixtures" means any items of Equipment at any time affixed to or constituting a part of any Improvements, including all components thereof, located in or on the Land, together with all replacements, modifications, alterations and additions thereto.

"Force Majeure Event" means any occurrence or event that arises after the Effective Date and is reasonably beyond the control of the Party claiming the Force Majeure Event, including each of the following events, matters or things: (1) war, revolution, insurrection, riot, act of terrorism, theft or public disorder or acts of emergency; (2) expropriation, requisition, confiscation or nationalization; unusual export or import restrictions by any Governmental Authority; embargoes or sanctions; (3) port closure; rationing or allocation, at the request or insistence of any Governmental Authority; (4) action or inaction of any Governmental Authority (other than in respect of the compliance by a Party with applicable Laws and Permits required under this Agreement); (5) fire, flood, earthquake, volcano, tide, tidal wave, perils of the sea or lightening strikes; (6) an epidemic or quarantine; (7) other acts of God; or (8) national or regional Labor Disputes; provided, however, that

(a) any such event, matter or thing shall constitute an event of Force Majeure with respect to a Party only if such event, matter or thing and its effects:

(i) was not a result of the failure of such Party or any of its subcontractors to perform its obligations hereunder;

(ii) could not have been prevented or overcome if such Party or any of its subcontractors had used reasonable care or reasonable efforts and due diligence or acted in compliance with Industry Standards; and

(iii) has an impact which will actually, demonstrably and adversely affect such Party's ability to perform its obligations (other than payment obligations) in accordance with the terms of this Agreement; and

(b) the following events, matters or things shall not constitute a "Force Majeure Event":

(i) the absence of sufficient financial means to perform obligations or the failure to make payments in accordance with this Agreement;

(ii) any labor dispute limited to employees of a Party; and

(iii) actions of a Governmental Authority enforcing compliance with any Permit or any failure by a Party to exercise due care to maintain any Permit.

"GAAP" means generally accepted accounting principles as recognized by the American Institute of Certified Public Accountants, as in effect from time to time, consistently applied and maintained on a consistent basis for a Person throughout the period indicated and consistent with such Person's prior financial practice.

"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.

"Governmental Approval" means any permit, license, approval or authorization of, filing with, or notice to any Governmental Authority.

"Governmental Authority" means any federal, state, tribal, county, municipal, or other authority or judicial, executive, administrative, legislative or regulatory agency, board, body, department, bureau, commission, instrumentality, court tribunal or quasi governmental authority (or a combination or permutation thereof) in any jurisdiction (domestic or foreign) having jurisdiction over the Facility or any portion thereof, or a Party, or any of the Transactions or matters contemplated by this Agreement.

"Hazardous Materials" means (a) any substance, emission or material including asbestos, now or hereafter defined as, listed as or specified in a Law as a "regulated substance," "hazardous substance," "toxic substance," "pesticide," "hazardous waste," "hazardous material" or any similar or like classification or categorization under any Law including by reason of ignitability, corrosivity, reactivity, carcinogenicity or reproductive or other toxicity of any kind, (b) any products or substances containing petroleum, asbestos, or polychlorinated biphenyls or (c) any substance, emission or material determined to be hazardous or harmful.

"Improvements" shall mean all buildings, structures, and other improvements of every kind (including Fixtures and Equipment) existing at any time and from time to time on or under the Land, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all additions to or changes in such Improvements at any time located on the Land.


"Indemnatee" has the meaning given to such term in Section 11.2(a).

"Indemnitor" has the meaning given to such term in Section 11.2(a).

"Insolvency Event" means, with respect to any Person, (a) such Person's (i) failure to generally pay its debts as such debts become due, (ii) admitting in writing its inability to pay its debts generally or (iii) making a general assignment for the benefit of creditors; (b) any proceeding being instituted by or against such Person (i) seeking to adjudicate it as bankrupt or insolvent, (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or (iii) seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against such Person, either such proceeding shall remain undismissed for a period of 60 days or any of the actions sought in such proceeding shall occur; or (c) such Person's taking any action to authorize any of the actions set forth above in this definition.

"Interconnection Agreement" means the Phase 1 Interconnection Agreement, the Phase 2 Interconnection Agreement or the Phase 3 Interconnection Agreement.

"Internal Costs" means all reasonable and documented salaries and benefits of the approved personnel of a Party or its Affiliates, but only to the extent directly allocated to performing the Development Activities that are the sole, lead or support responsibility of such Party under Section 3.4, Section 3.5 and Exhibit F, and the related expenses for employee travel, postage and courier services, communications and similar costs incurred by or on behalf of such approved personnel from October 1, 2010 through the Effective Date and thereafter during the term of this Agreement.



"Investor" means the Person (other than CSP) that becomes a member of TPS Generation by subscribing for membership interests in and committing to fund equity contributions to TPS Generation in accordance with the Equity Contribution Agreement.

"IRS" means the Internal Revenue Service, and any successor agency.

"ITC" means the credit available to a taxpayer under Section 48 of the Code.

"ITC Benefits Loan" means, with respect to each Phase, a loan by AEP Ohio to TPS Generation in the amount that will be realized by AEP Ohio as lessee under the Facilities Lease for such Phase as a result of its claim for the ITC under Section 48 of the Code with respect to such Phase.

"ITC Benefits Loan Note" means, with respect to each Phase, a secured promissory note executed by TPS Generation in favor of AEP Ohio in the original principal amount of the ITC Benefits Loan for such Phase, upon terms satisfactory to AEP Ohio in its sole discretion.

"ITC Expiration Date" means December 31, 2016, or such later deadline established by the Code as the date by which a qualified facility or portion thereof must be placed in service in order to qualify for equivalent or better benefits as the ITC currently provides through December 31, 2016.

"Land" means the approximately 777-acre parcel of land located in Noble County, Ohio upon which the Facility will be located, as more specifically described in Exhibit D hereto, and all Appurtenant Rights thereto.

"Land Acquisition Agreements" means (i) that certain Option for the Lease of Real Estate dated October 28, 2010 between Franklin Real Estate Company, OPCO and Turning Point, (ii) that certain Ground Lease Agreement to be entered into by and between Franklin Real Estate Company and Turning Point and (iii) that certain Right of Way Agreement to be entered into by and between Franklin Real Estate Company and Turning Point with respect to the Facility's transmission tie line.

"Law" means any statute, law, treaty, rule, code, common law, ordinance, regulation, permit, interpretation, certificate, order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority.

"Lease Commencement Date" means, with respect to each Phase, the Block Turnover Date for the first Block or Blocks comprising a portion of such Phase to achieve Block Substantial Completion (as defined in the EPC Construction Contract).

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit, arrangement, encumbrance, lien (statutory or otherwise), charge or other security interest or any preference priority, preferential arrangement or other security agreement of any kind or nature whatsoever, including any conditional sale or other title retention agreement.

"Major Supply Agreement" means one or more supply agreements for the procurement of inverters and racking systems to be installed at the Facility.

"Material Adverse Effect" means a material adverse effect on (i) the Facility or the development or economic viability thereof, (ii) the ability of the Parties to perform their obligations under this Agreement, (iii) the ability of either Party or TPS Generation to enter into a Material Facility Contract or perform its obligations under such contract, (iv) the ability of the Parties or TPS Generation to secure or comply with a Material Permit, (v) the validity or enforceability of this Agreement or any of the Material Facility Contracts, or the rights or remedies of the Parties hereunder or thereunder; provided that the term Material Adverse Effect shall not include any change resulting from (a) changes in general international, national, regional or local economic, financial, or market conditions, (b) changes in the industry in which a Party or the Facility operates, including market prices for commodities, goods or services within that industry, (c) changes in accounting standards, principles or interpretations, (d) the

announcement or consummation of the Transactions, or (e) any events, actions or agreements expressly required by this Agreement.

"Material Facility Contracts" means the Land Acquisition Agreements, the Tax Abatement Agreements, the Interconnection Agreements, the Major Supply Agreements, the MSA and the EPC Construction Contract.

"Material Permits" means all material Permits anticipated to be required by TPS Generation to construct, own, lease or operate the Facility, as set forth in Exhibit E hereto.

"Module Supplier" means a Isofoton, S.A. or its Affiliate, or another module supplier acceptable to AEP Ohio in its reasonable discretion.

"Monthly Report" has the meaning given to such term in Section 3.6.

"MOU" means the Memorandum of Understanding dated October 5, 2010 between Turning Point and AEP Ohio.

"MSA" means any Module Supply Agreement entered into with the Module Supplier for Phase 1, Phase 2 or Phase 3.

"NEPA" means the National Environmental Policy Act of 1969, and the rules and regulations promulgated thereunder.

"NEPA Approval" has the meaning given to such term in Section 6.1(h).

"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 includes 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.

"OAQDA" means the Ohio Air Quality Development Authority.

"OAQDA Loan" means an OAQDA 166 Direct Loan from the OAQDA to Turning Point or TPS Generation in the anticipated principal amount of approximately \$7,500,000.

"OAQDA Loan Documents" means the binding or non-binding letters of intent or commitment letters, loan and credit agreements, notes, security agreements, intercreditor agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the OAQDA Loan.

"OPCO" has the meaning given to such term in the opening paragraph of this Agreement.

"Operation and Maintenance Budget" means the agreed budget for the operation and maintenance of the Facility pursuant to the Operation and Maintenance Plan, to be developed by the Parties pursuant to Article 3.

"Operation and Maintenance Plan" means the operation and maintenance plan detailing the operation and maintenance services to be provided by AEPSC or another Affiliate of AEP Ohio, during operation of the Facility, to be developed by AEP Ohio and Turning Point for purposes of obtaining the RUS Debt Refinancing.

"Parent" means (i) in the case of OPCO and CSP, American Electric Power Company, Inc. and (ii) in the case of Turning Point, Agile Energy, Inc. or New Harvest Ventures LLC.

"Parent Merger" means (i) a merger or other combination by and between a third party and a Party's Parent or (ii) the sale of all or substantially all of the assets of a Party's Parent to a third party.

"Party" or "Parties" has the meaning given to such term in the opening paragraph of this Agreement.

"Permanent Job" means a new, permanent job at a manufacturing or assembly plant for any solar modules, solar racking systems, inverters, or other major solar facility Equipment that will be installed at the Facility under the Facility Contracts, and that has been created by a company that, after the Effective Date, has either located, relocated or increased permanent employment at an existing, manufacturing or assembly plant located in the State of Ohio.

"Permit" means any permit, license, approval, certificate, letter ruling, order, decree, judgment, writ, injunction or similar action of any Governmental Authority, anticipated to be required in connection with the Facility.

"Permitted Lien" means (i) mechanic's, materialmen's and similar liens and rights arising or incurred in the ordinary course of business; (ii) liens for taxes or other governmental charges or assessments not yet due and payable and which are being contested in good faith through appropriate proceedings and for which appropriate reserves have been established in accordance with GAAP; (iii) zoning, entitlement, conservation restriction and other land use and environmental regulations of any Governmental Authority; (iv) all exceptions, restrictions, easements, charges, rights-of-way and monetary and non-monetary encumbrances set forth in any Permit; (v) non-monetary encumbrances of record; and (vi) other encumbrances or imperfections in or failures of title that would not, individually or in the aggregate, have a Material Adverse Effect.

"Person" means any natural person, corporation, company, partnership, business trust, Governmental Authority or other entity.

"Phase" means Phase 1, Phase 2 or Phase 3.

"Phase 1" means the first phase of construction of the Facility, comprising 20 MW (ac).

"Phase 1 Development Cost Amount" means the Development Costs funded by Turning Point between the Phase 1 Financial Closing Date and the Phase Substantial Completion Date for Phase 1, as determined pursuant to Sections 4.2(c) and 4.2(d).

"Phase 1 Financial Closing" has the meaning given to such term in Section 6.1.

"Phase 1 Financial Closing Date" has the meaning given to such term in Section 6.1.

"Phase 1 Interconnection Agreement" means the Interconnection Service Agreement to be entered into between Turning Point and OPCO, in its capacity as transmission company, with respect to PJM Queue #W3-111.

"Phase 2" means the second phase of construction of the Facility, comprising 15 MW (ac).

"Phase 2 Development Cost Amount" means the Development Costs funded by Turning Point between the Phase Substantial Completion Date for Phase 1 and the Phase Substantial Completion Date for Phase 2, as determined pursuant to Sections 4.2(d) and 4.2(e).

"Phase 2 Interconnection Agreement" means the Interconnection Service Agreement to be entered into between Turning Point and OPCO, in its capacity as transmission company, with respect to PJM Queue #W3-112.

"Phase 3" means the third phase of construction of the Facility, comprising 14.9 MW (ac).

"Phase 3 Development Cost Amount" means the Development Costs funded by Turning Point between the Phase Substantial Completion Date for Phase 2 and the Phase Substantial Completion Date for Phase 3, as determined pursuant to Sections 4.2(e) and 4.2(f).

"Phase 3 Interconnection Agreement" means the Interconnection Service Agreement to be entered into between Turning Point and OPCO, in its capacity as transmission company, with respect to PJM Queue #W3-113.

"Phase Development Cost Amount" means the Phase 1 Development Cost Amount, the Phase 2 Development Cost Amount or the Phase 3 Development Cost Amount.

"Phase FC Contribution Amount" means, with respect to any Phase, the amount of the portion, if any, of the Equity Capital Contribution Amount for such Phase required to be contributed by CSP or Investor, as applicable, on the Financial Closing Date for such Phase pursuant to the terms of the Construction Debt Refinancing Documents.

"Phase Subsequent Contribution Amount" means, with respect to any Phase, the amount of the portion, if any, of the Equity Capital Contribution Amount for such Phase required to be contributed by CSP or Investor, as applicable, after the Financial Closing Date for such Phase pursuant to the terms of the Construction Debt Financing Documents.

"Phase Payment Date" has the meaning given to such term in Section 6.3(a).

"Phase Substantial Completion Date" means, with respect to each Phase, the date on which a Phase achieves Phase Substantial Completion, as such event is further defined in the EPC Construction Contract for such Phase.

"Pre-Closing Development Assets" means the Land Acquisition Agreements and any other Facility Contracts and Permits entered into by or on behalf of or issued to Turning Point and all other Work Product prepared by either of the Parties at any time prior to the Phase 1 Financial Closing Date and assigned to TPS Generation effective as of the Phase 1 Financial Closing Date.

"Private Letter Ruling" means written guidance from the IRS confirming that AEP Ohio's intended application of depreciation and the ITC associated with the Facility are consistent with the normalization rules under the Code..

"Projected Facility Costs" means, at any time, the sum, as reflected in the Dynamic Model at such time, of (i) the amount of all rental payments to be paid under the Facilities Leases during the 25-year terms of such leases plus (ii) the amount of all operation and maintenance costs to be incurred during the 25-year terms of such leases.

"Prudent Industry Practices" means the practices, methods, materials, supplies and Equipment, as changed from time to time, that are commonly used in the solar photovoltaic electric power production industry to design, construct and operate electric generating facilities or any practices, methods and acts, which in the exercise of reasonable judgment in light of the facts known at the time, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition.

"PUCO" has the meaning given to such term in the Introduction to this Agreement.

"Purchase Price" means the amounts to be paid by TPS Generation to Turning Point pursuant to, and subject to the provisions of, Sections 6.1 and 6.3.

"Purchase Price Acceleration Conditions" means with respect to the Purchase Price for any Phase (other than Phase 1), the conditions set forth in Section 6.2(a)(i) (Permanent Jobs), 6.2(a)(ii) (Construction Jobs), 6.2(a)(iii) (Material Facility Contracts), 6.2(a)(iv) (Material Permits), 6.2(a)(vi) (Construction Debt Financing) and 6.2(a)(vii) (RUS Obligation Letter), and 6.3(a)(i) (RUS Proving Period/Default) or 6.3(a)(ii) (RUS Funding), in each case with respect to the applicable Phase.

"Records" means a Party's or its Affiliates' correspondence, records, general ledgers, cancelled checks, receipts, time sheets, vouchers and books of account.

"Released Purchase Price Amount" means, with respect to any Release Notice, an amount calculated by multiplying [REDACTED]

"Release Notice" means a written notice from the OAQDA to Turning Point or TPS Generation declaring that TPS Generation's obligation to repay a portion of the principal amount of the OAQDA Loan is forgiven.

"Renewable Energy Certificate" 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 PUCO as qualifying as a Solar Renewable Energy Facility as set forth under Ohio Substitute Senate Bill 221.

"Renewable Energy Incentive" means: (a) federal, state, and local tax credits or other tax incentives associated with the construction, ownership, or production of electricity from the Facility (including production tax credits, credits under Sections 38, 45 and 48 of the Internal Revenue Code as in effect from time to time during the Term and any grants paid in lieu thereof); (b) any federal, state, and local governmental or nongovernmental payments, grants or other negotiable attributes relating in any way to the Facility or the output thereof; and (c) any other form of incentive that is not a Non-Power Attribute or Beneficial Environmental Interest that is available with respect to the Facility.

"Renewable Energy Products" means, collectively, the renewable energy and ancillary services produced by the Facility and all of the associated capacity, RECs and other Beneficial Environmental Interests.

"Representative" means, with respect to any Person, the existing or potential shareholders, members, partners, investors or lenders of, in or to such Person, or the officers, directors, employees, representatives or agents (including investment bankers, financial advisors, attorneys, accountants, brokers and other advisors) of such Person.

"Required Equity Amount" means, with respect to any Phase, the greater of (i) the aggregate amount required by the Construction Lenders to be contributed by CSP and Investor to TPS Generation in connection with the Construction Debt Financing for such Phase, and (ii) the aggregate amount required by the RUS to be contributed by CSP and Investor to TPS Generation in connection with the RUS Debt Refinancing for such Phase.

"RUS" means the Rural Utility Service.

"RUS Debt Refinancing" means the term loans obtained by TPS Generation from the RUS pursuant to the RUS Debt Refinancing Documents.

"RUS Debt Refinancing Closing" has the meaning given to such term in Section 6.2(c).

"RUS Debt Refinancing Documents" means the loan and credit agreements, notes, bonds, indentures, guaranties, security agreements, intercreditor agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the RUS term debt financing for the Facility.

"RUS Obligation Letter" means, with respect to any Phase, a letter agreement or other agreement or document containing a binding (save for the RUS' usual and customary conditions to funding) commitment and obligation by the RUS to deliver funds to retire all or a portion of the Construction Debt Financing for the applicable Phase.

"RUS Proving Period" means, with respect to each Phase, the period required by the RUS to monitor the operation and performance of the Facility following the the Phase Substantial Completion Date for such Phase prior to closing the RUS Debt Refinancing for such Phase.

"Security Fund" means the fund that Turning Point is required to establish and maintain, pursuant to Section 9.3, as security for Turning Point's performance under this Agreement.

"Target Closing Date" means (i) with respect to Phase 1, June 30, 2012; (ii) with respect to Phase 2, June 30, 2013; and (iii) with respect to Phase 3, June 30, 2014.

"Tax Abatement Agreement" means any agreement relating to any abatement or reduction of property taxes or other local taxes with respect to the Facility or Turning Point with Noble County, Ohio or any other local or state Governmental Authority.

"Third Party Costs" means all reasonable and documented out-of-pocket costs (excluding Internal Costs) reasonably incurred by a Party or its Affiliates in the performance of the Development Activities that are the sole, lead or support responsibility of such Party under Section 3.4, Section 3.5 and Exhibit F, and paid to Persons other than a Party or its Affiliates, for services (including the services of engineers, accountants, attorneys, financial advisors and other consultants), materials, Permit application fees, goods, or supplies for the Facility.

"Transaction Documents" means, collectively, this Agreement, the Equity Contribution Agreement, the TPS Generation LLC Agreement, the Development Assets Purchase Agreement, the Facilities Leases, and any other agreement between or among any of the Parties, their respective Affiliates, Investor or TPS Generation.

"Transactions" means the transactions contemplated by this Agreement.

"TPS Generation" means Turning Point Solar Generation LLC, a Delaware limited liability company.

"TPS Generation LLC Agreement" means the First Amended and Restated Limited Liability Company Agreement to be entered into by CSP and Investor effective as of the Phase 1 Financial Closing Date, based on the form of Exhibit A attached to the form of the Equity Contribution Agreement attached hereto as Appendix I, but as subsequently negotiated by the parties thereto.

"Turning Point" has the meaning given to such term in the opening paragraph of this Agreement.

"Work Product" means all the plans, drawings, designs, Permit applications, other applications, data, information, studies, analyses and reports (in any form) developed by either Party or such Party's Representatives, or by any third party engaged by such Party, in connection

with the Facility, other than studies, reports, analyses and similar documentation prepared solely for a Party's internal reporting or management purposes.

1.2 General Construction. Except as otherwise expressly provided herein, the following rules shall apply to the usage of terms in this Agreement:

(a) The terms defined above have the meanings set forth above for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb).

(c) "Include," "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import.

(d) "Writing," "written" and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

(e) References to a Person are also to its permitted successors and assigns, and references to any Governmental Authority are also to its successor.

(f) Any term defined above by reference to any agreement, instrument or Law has such meaning whether or not such agreement, instrument or Law is in effect.

(g) The headings of the Sections and subsections of this Agreement are included for convenience only and shall not be deemed to constitute a part of this Agreement.

(h) "Hereof," "herein," "hereunder" and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or exhibit or schedule or other attachment thereto. All references herein to Exhibits, Schedules, Appendices, Articles, Sections or subdivisions thereof will refer to the corresponding Exhibits, Schedules, Appendices, Article, Section or subdivision thereof of this Agreement unless specific reference is made to such exhibits, articles, sections or subdivisions of another document or instrument.

(i) Pronouns, whenever used in any agreement or instrument that is governed by this Agreement and of whatever gender, shall include all Persons. References to any gender include, unless the context otherwise requires, references to all genders.

(j) The word "or" will have the inclusive meaning represented by the phrase "and/or," "shall" and "will" have equal force and effect.

(k) In case of any conflict between any provision of the body of this Agreement and any provision of any Exhibit or Appendix hereto, the provision of this Agreement shall control.

(l) Whenever the consent or approval of a Party is required pursuant to this Agreement, unless expressly stated that such consent or approval is to be given in the sole discretion of such Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

(m) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(n) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(o) Any agreement, instrument or Law referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or Law as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

(p) Unless otherwise specified, all references contained in this Agreement, in any Exhibit or Schedule referred to therein or in any instrument or document delivered pursuant hereto to dollars or "\$" shall mean United States dollars.

(q) The Parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

ARTICLE 2 DEVELOPMENT; OWNERSHIP; RELATIONSHIP OF PARTIES

2.1 Cooperation on Development Activities. The Parties agree to cooperate with one another to develop the Facility as set forth in this Agreement, and to use all commercially reasonable efforts to specifically pursue and attain the following objectives, whether individually or together as provided herein, and otherwise subject to and in accordance with the terms of this Agreement and the Development Assets Purchase Agreement (and in the case of AEP Ohio, together with the Investor and otherwise subject to any in accordance with the other Transaction Documents):

(a) Engage in the Development Activities required to develop the Facility, including (i) in the case of AEP Ohio, developing and updating the Dynamic Model from time to time to reflect new or refined data inputs regarding the costs of the development, design, engineering, permitting, procurement, financing, construction and operation of the Facility (or any Phase thereof), and (ii) in the case of Turning Point, providing to AEP Ohio from time to time new or refined data inputs regarding the costs of the development design, engineering, permitting, procurement and construction of the Facility (or any Phase thereof);

(b) Obtain the Final PUCO Order, the FERC Approval, the Private Letter Ruling and the other Permits and Governmental Approvals required to consummate the Transactions and to construct and operate the Facility;

(c) Obtain commitments from Investor to make capital contributions to TPS Generation in accordance with the Equity Contribution Agreement and the TPS Generation LLC Agreement to pay a portion of the Development Costs and construction costs of the Facility in exchange for membership interests in TPS Generation;

(d) Obtain the Construction Debt Financing to pay the balance of the Development Costs and construction costs of the Facility;

(e) Cause TPS Generation to purchase the Pre-Closing Development Assets from Turning Point and AEP Ohio;

(f) Construct the Facility in three Phases;

(g) Following construction of each Phase, refinance all or a portion of the Construction Debt Financing and construction costs for such Phase with the OAQDA Loan or the RUS Debt Refinancing, or both, as applicable;

(h) Cause TPS Generation to lease the Facility to AEP Ohio pursuant to the Facilities Leases, and thereby allocate all Renewable Energy Products and all Renewable Energy Incentives to AEP Ohio;

(i) Cause TPS Generation to delegate the operation and maintenance of the Facility to AEP Ohio pursuant to the Facilities Lease; and

(j) Pursue such other objectives in furtherance of the foregoing as the Parties may approve.

2.2 No Authority to Bind Other Party. Nothing contained in this Agreement shall create, or be construed as creating, a partnership, joint venture, or other similar arrangement between the Parties, nor a fiduciary relationship between the Parties (including their Affiliates). Neither Party (including such Party's Representatives) shall be deemed to be a representative, agent or employee of the other Party, nor shall a Party have the authority or right (and will not hold itself out to others as having the authority or right) to assume or create any obligation of any kind or nature, express or implied, on behalf of the other Party or such Party's Affiliates, or to bind the other Party or such Party's Affiliates in any manner whatsoever without the prior express written consent of the other Party or such Party's Affiliates (as applicable). Obligations of the Parties shall be several and not joint. This Agreement does not create any fiduciary obligations between the Parties other than those that are specifically set forth herein.

2.3 Relationship of the Parties; Taxes. Each Party is separately responsible for its own accounting records required by Law or to support its income tax returns or any other accounting reports required by any governmental agency with respect to the Facility, including any requirement to maintain its records in accordance with the Federal Energy Regulatory Commission's Uniform System of Accounts. Nothing in this Agreement shall be construed as

relating to the tax accounting of a Party. Each Party is solely responsible for all taxes payable by it. The Parties shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with any audit or other proceeding with respect to tax as and relating to this Agreement.

2.4 Several Obligations of OPCO and CSP. Notwithstanding any provision to the contrary in this Agreement or any other Transaction Document, the obligations of OPCO and CSP hereunder are several and not joint, and Turning Point acknowledges and agrees that any liability of OPCO or CSP hereunder shall be severally allocated fifty-five percent (55%) to OPCO and forty-five percent (45%) to CSP.

ARTICLE 3 DEVELOPMENT ACTIVITIES AND RESPONSIBILITIES; WORK PRODUCT

3.1 General Agreements.

(a) Each Party shall coordinate and cooperate in good faith with the other Party on all Facility matters, in order to facilitate development of the Facility in an effective and cost-efficient manner.

(b) On a bi-weekly basis during the Development Period, each Party will report to the other, in a form to be agreed by the Parties (which may include teleconferences, e-mail, or other means) on the Development Activities undertaken by such Party since the last report and the upcoming activities.

(c) Each Party agrees that, in carrying out the Development Activities assigned to it in Section 3.4 or 3.5 below, it will:

(i) appoint a qualified person to have lead responsibility for the Development Activities assigned to such Party, and will assign other personnel, as necessary, that have the time and requisite skills to devote to the Party's assigned responsibilities;

(ii) use commercially reasonable efforts to achieve the Phase 1 Financial Closing, the Financial Closings for each of Phase 2 and Phase 3, and the Lease Commencement Date, the Phase Substantial Completion Date and the RUS Debt Refinancing Closing for each of Phase 1, Phase 2 and Phase 3 on or prior to the dates set forth in the Development Schedule, and otherwise adhere to the Development Schedule in accomplishing its assigned tasks, and provide updated information regarding its progress in respect thereof upon request of the other Party or as circumstances warrant;

(iii) act as the interface with and supervise all third parties with which such Party has directly contracted to perform work related to its assigned responsibilities; and

(iv) subject to the provisions of Section 3.9(b), provide such information and materials as the other Party may reasonably request and allow review by the other Party of all Work Product.

3.2 Standard of Performance. Turning Point and AEP Ohio shall use all commercially reasonable efforts to perform their respective Development Activities under this Agreement in accordance with Prudent Industry Practices, the Development Budget, the Development Schedule and the requirements for obtaining the ITC, the OAQDA Loan and the RUS Debt Refinancings, and to cause all conditions to the Phase 1 Financial Closing to occur on or prior to the Target Closing Date for Phase 1. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that any activity of AEP Ohio relating to the development or construction of any transmission or interconnection facilities shall be performed by AEP Ohio subject to the requirements of applicable Law, including FERC regulations, AEP Ohio's Open Access Transmission Tariff and AEP Ohio internal procedures and policies regarding development and construction of transmission and interconnection facilities for small generation facilities.

3.3 Compliance with Law. Each Party shall comply with any Law, which is or may be applicable to it in the conduct of its business relating to the Facility, including the Material Permits. Neither Party shall take any action that would subject the other Party to liability or penalty under any and all Laws. Each Party shall notify the other promptly upon the discovery of any noncompliance with the foregoing.

3.4 Responsibilities of Turning Point for Development Activities. Subject to the provisions of Section 3.7 and Exhibit F hereto, Turning Point will have primary responsibility for the overall development of the Facility, and will perform or cause to be performed all Development Activities not specifically assigned to AEP Ohio in Section 3.5, it being understood that AEP Ohio is relying on Turning Point to deliver, with AEP Ohio's cooperation, a development package that would, but for the desire of AEP Ohio to construct the Phases serially rather than simultaneously, allow TPS Generation to issue a full notice to proceed to the EPC Construction Contractor for all Phases of the Facility on or prior to the Target Closing Date for Phase 1. Turning Point's specific responsibilities are further described under the columns titled "Turning Point" in Exhibit F hereto. Turning Point will continue to perform such activities until the later of the Phase Substantial Completion Date for Phase 1 or Phase 2 or the Phase Payment Date for Phase 3, as applicable, or the earlier termination of this Agreement.

3.5 Responsibilities of AEP Ohio for Development Activities. Subject to the provisions of Exhibit F hereto, AEP Ohio will be responsible for the Development Activities to the extent indicated under the columns titled "AEP Ohio" in Exhibit F hereto. AEP Ohio will continue to perform such activities until the Phase 1 Financial Closing Date, or the earlier termination of this Agreement.

3.6 AEP Ohio Oversight; Reporting. All of Turning Point's Development Activities shall be subject to the oversight and review of AEP Ohio. Once a month, on a schedule to be determined by AEP Ohio, Turning Point will provide AEP Ohio with a report (the "Monthly Report"). The Monthly Report shall contain updates with respect to the progress of contracting, permitting, design, engineering, procurement and other Development Activities with respect to the Facility, the status of the Development Schedule, and expenditures on the Facility and any anticipated changes to the Development Budget. At each meeting, AEP Ohio and Turning Point will review the Development Budget and the Development Schedule and Turning Point will respond to questions with respect to the progress regarding the development of the Facility. AEP

Ohio and Turning Point will discuss the progress of the Development Activities to determine whether the Development Costs expended during the prior month are commensurate with the progress of the work during such month and to compare the Development Costs to date, all other costs expected to be incurred in the development of the Facility and necessary for completion of the Facility, and the costs set forth in the Development Budget.

3.7 Actions Requiring AEP Approval. The Parties agree that the following activities shall not be undertaken by Turning Point without the express approval of AEP Ohio:

- (i) Transfer, sell, lease or otherwise dispose of any of the Work Product;
- (ii) Commence, settle, adjust, compromise or resolve any claim, obligation, debt, demand, suit, judgment or arbitration that in any way may affect the interests of AEP Ohio;
- (iii) Approve, execute or terminate any Facility Contract, or amend or modify any Facility Contract or give any consent or waiver or enforce any remedies under any Facility Contract;
- (iv) Select or approve any Construction Lender, approve or enter into any Construction Debt Financing Document or OAQDA Loan Document, amend or modify any Construction Debt Financing Document or OAQDA Loan Document or give any consent or waiver under any Construction Debt Financing Document or OAQDA Loan Document;
- (v) Select or approve any Investor, approve or enter into any Construction Equity Financing Document, amend or modify any Construction Equity Financing Document or give any consent or waiver under any Construction Equity Financing Document;
- (vi) Grant a lien on, or otherwise encumber, any Work Product, other than those reasonably necessary in the ordinary course of business;
- (vii) Incur any Development Cost that would result in aggregate Development Costs to exceed those set forth in the Development Budget at the time such Development Cost is incurred;
- (viii) Submit any Permit application or application for renewal or modification of a Permit;
- (ix) Accept any Permit or Permit modification, provided that such Permit is subject to acceptance;
- (x) Select any Module Supplier, inverter supplier, racking system supplier, step-up transformer supplier or EPC Construction Contractor;
- (xi) Finalize detailed Facility design, including Equipment configuration;

(xii) Change the Development Schedule that would cause Phase 1 Construction Start or the Phase Substantial Completion Date for Phase 1 to be delayed by more than 90 days;

(xiii) Materially change the design of the Facility; or

(xiv) Make any public announcements regarding this Agreement or the Facility.

3.8 Governmental Approvals; PUCO Approval, FERC Approval and Private Letter Ruling.

(a) Subject to the terms and conditions of this Agreement, each of the Parties agrees to use commercially reasonable efforts to obtain all Governmental Approvals required by it in order to consummate the Transactions, including the satisfaction of all conditions thereto set forth herein. All appearances, presentations, briefs, and proposals made or submitted by or on behalf of either Party before any Governmental Authority in connection with the approval of this Agreement or the Transactions shall be subject to the control of the Party required to obtain the Governmental Approval from a Governmental Authority; provided, however, that each Party will reasonably consult and cooperate with the other Party, and consider in good faith the views of the other Party, in connection with any such appearance, presentation, brief, or proposal. Each Party will provide the other Party with copies of all written communications to or from Governmental Authorities relating to the approval or disapproval of this Agreement or the Transactions.

(b) Without limiting and notwithstanding the foregoing, the Parties acknowledge that (i) on December 20, 2010, AEP Ohio filed with the PUCO in Case Nos. 10-501-EL-FOR and 10-502-EL-FOR a Supplement to the 2010 Long-Term Forecast Report and (ii) on January 27, 2011, AEP Ohio filed with the PUCO in Case Nos. 11-346-EL-SSO and 11-348-EL-SSO, certain portions of which collectively comprise an application for approval of an Electric Security Plan that includes a proposal to authorize AEP Ohio to recover from Ohio retail ratepayers all costs associated with the Transactions through a non-bypassable surcharges (i.e., the subject matter of the Cost Recovery Order). The form of AEP Ohio's request for the subject matter of the Final PUCO Order and the conduct by AEP Ohio of any proceedings, including any settlement or appeals, related to or arising from such request shall be determined in the sole discretion of AEP Ohio. AEP Ohio will use commercially reasonable efforts to achieve the effectiveness of the Final PUCO Order, the FERC Approval and the Private Letter Ruling as soon as reasonably practicable. Turning Point will provide such information and assistance in the PUCO, FERC and IRS application and review process as is reasonably requested by AEP Ohio. Turning Point shall not engage in discussions with PUCO, FERC or IRS or any labor union, participate in PUCO, FERC or IRS meetings or intervene in related proceedings, or negotiate any collective bargaining agreement, in each case in connection with the Facility, without AEP Ohio's consent.

3.9 Work Product.

(a) All Work Product developed (or caused to be developed) by the Parties (either individually or jointly) in the performance of the Development Activities shall be the property of the Party that developed the Work Product until the Phase 1 Financial Closing, at which time, all Work Product shall be deemed to be Pre-Closing Development Assets and shall be transferred to TPS Generation in accordance with the terms hereof, subject, however, to the termination provisions set forth in Article 7.

(b) Each Party will provide the other Party with copies of any Work Product requested by that Party after consultation and agreement regarding the information to be provided and its intended use, and subject to the requirement that the Parties seek confidential treatment of such information by any Person to whom any such information which is of a confidential or proprietary nature will be disclosed.

3.10 Facility Contracts and Permits. Unless otherwise agreed by Turning Point and AEP Ohio:

(a) Prior to the Phase 1 Financial Closing, the Facility Contracts will be entered into in the name of Turning Point, and shall be assigned to TPS Generation upon Phase 1 Financial Closing pursuant to the Development Assets Purchase Agreement. Any Facility Contract (including any non-binding letter of intent with respect to the OAQDA Loan) entered into by Turning Point (i) shall contain a provision allowing such contract (including the warranty rights) to be assigned to and assumed by TPS Generation and AEP Ohio as lessee under the Facilities Leases, without the consent of, or additional consideration to, the relevant counterparty(ies) and (ii) shall not contain, without AEP Ohio's approval, any provision providing for the payment of any cancellation fee or similar payment in connection with Turning Point's termination of such Facility Contract. Turning Point shall not enter into any Facility Contract after the Phase 1 Financial Closing.

(b) Turning Point shall request in all Permit applications applied for in its individual name that such Permit be assignable to TPS Generation.

3.11 Affiliate Contracts. Except as otherwise agreed by the Parties, neither Party nor any Affiliate of a Party shall provide goods and/or services to TPS Generation (other than pursuant to the Interconnection Agreements, the Land Acquisition Agreements, the Construction Management Agreement and the Business Services Agreement). Each other Facility Contract proposed to be entered into between TPS Generation and one of the Parties or its Affiliates shall be negotiated in good faith on an arms-length basis.

3.12 Formation of TPS Generation; Execution of Documents.

(a) Unless otherwise agreed by Investor and AEP Ohio, CSP will form TPS Generation as a sole member limited liability company, and Investor and CSP will execute an amended and restated limited liability company agreement based on the form thereof attached to the Equity Contribution Agreement effective upon the Phase 1 Financial Closing Date. In consideration of the mutual covenants and agreements contained herein, Turning Point hereby grants to AEP Ohio a perpetual, royalty-free license and right to use the trade names "Turning Point," "TPS" and "TPSG" in connection with the Development Activities contemplated by this

Agreement, the formation of TPS Generation and the consummation of the Transactions. Turning Point acknowledges that AEP Ohio and its Affiliates have used the trade names in connection with the Facility prior to the date hereof, and Turning Point hereby releases AEP Ohio and its Affiliates from any and all claims based on such use.

(b) As the sole member of TPS Generation until the Phase 1 Financial Closing Date, CSP intends to cause TPS Generation to execute all agreements and documents to be delivered by TPS Generation at the Phase 1 Financial Closing, including the Development Assets Purchase Agreement, and CSP shall cause TPS Generation to deliver such agreements and documents to the appropriate Person effective as of the Phase 1 Financial Closing.

3.13 No Liens. Prior to the Phase 1 Financial Closing, neither Party may create or permit to exist a Lien in respect of the Facility or its Work Product (other than a Permitted Lien) without the prior written consent of the other Party. In no event may a Party take any action that would cause or permit a Lien to exist on the other Party's Work Product.

3.14 AEP Ohio Board Approvals. Not later than sixty (60) days after the issuance of the Cost Recovery Order, AEP Ohio hereby agrees to seek to obtain the approvals of the Transactions by the boards of directors of CSP, OPCO and American Electric Power Company, Inc. required pursuant to Section 6.1(e).

ARTICLE 4

BUDGET; FUNDING OF COSTS; CAPITAL CONTRIBUTIONS

4.1 Development Budget. The initial Development Budget for Turning Point's Development Activities is attached to this Agreement as Exhibit B, and may be amended only with the approval of both Parties. Notwithstanding any provision of this Agreement to the contrary, Turning Point shall not be obligated to fund any Development Costs unless such costs are (a) specifically included in the Development Budget, as amended from time to time, or (b) approved by the written agreement of AEP Ohio prior to incurrence.

4.2 Funding of Development Costs.

(a) It is the intent of the Parties that throughout the Development Period or earlier termination of this Agreement, each Party will fund all of its own Development Costs, subject to reimbursement according to this procedures set forth in the Section 6.2 and the provisions of Article 6 (and, in the case of AEP Ohio, the provisions of the TPS Generation LLC Agreement).

(b) Approximately 30 days prior to the anticipated Phase 1 Financial Closing Date, Turning Point shall provide to AEP Ohio a statement of (i) the actual Development Costs funded by Turning Point as of such date, and (ii) the estimated further Development Costs it expects to fund through the anticipated Phase 1 Financial Closing Date. At the Phase 1 Financial Closing, TPS Generation shall, pursuant to the Development Assets Purchase Agreement, reimburse Turning Point for the Development Costs set forth on such statement in addition to the Purchase Price amounts payable with respect to Phase 1 pursuant to Sections 6.1 and 6.3(b).

(c) Approximately 30 days prior to the anticipated Phase Substantial Completion Date for Phase 1, Turning Point shall provide to AEP Ohio a statement of (i) a reconciliation between the actual Development Costs funded by Turning Point from the date of the statement provided pursuant to Section 4.2(b) through the Phase 1 Financial Closing and the estimated amount of Development Costs for such period set forth in such previous statement, reflecting a positive result as a debit and a negative result as a credit; (ii) the actual Development Costs funded by Turning Point from the Phase 1 Financial Closing through the date of the current statement, and (iii) the estimated further Development Costs it expects to fund through the anticipated Phase Substantial Completion Date for Phase 1. Within ten (10) days of the Phase Substantial Completion Date for Phase 1, TPS Generation shall, pursuant to the Development Assets Purchase Agreement, reimburse Turning Point for the Development Costs set forth on such statement pursuant to Section 6.2(b).

(d) Approximately 30 days prior to the anticipated Phase Substantial Completion Date for Phase 2, Turning Point shall provide to AEP Ohio a statement of (i) a reconciliation between the actual Development Costs funded by Turning Point from the date of the statement provided pursuant to Section 4.2(c) through the Phase Substantial Completion Date for Phase 1 and the estimated amount of Development Costs for such period set forth in such previous statement, reflecting a positive result as a debit and a negative result as a credit; (ii) the actual Development Costs funded by Turning Point from the Phase Substantial Completion Date for Phase 1 through the date of the current statement, and (iii) the estimated further Development Costs it expects to fund through the anticipated Phase Substantial Completion Date for Phase 2. Within ten (10) days of the Phase Substantial Completion Date for Phase 2, TPS Generation shall, pursuant to the Development Assets Purchase Agreement, reimburse Turning Point for the Development Costs set forth on such statement pursuant to Section 6.2(b).

(e) Approximately 30 days prior to the anticipated Phase Substantial Completion Date for Phase 3, Turning Point shall provide to AEP Ohio a statement of (i) a reconciliation between the actual Development Costs funded by Turning Point from the date of the statement provided pursuant to Section 4.2(d) through the Phase Substantial Completion Date for Phase 2 and the estimated amount of Development Costs for such period set forth in such previous statement, reflecting a positive result as a debit and a negative result as a credit; (ii) the actual Development Costs funded by Turning Point from the Phase Substantial Completion Date for Phase 2 through the date of the current statement, and (iii) the estimated further Development Costs it expects to fund through the anticipated Phase Substantial Completion Date for Phase 3. Within ten (10) days of the Phase Substantial Completion Date for Phase 3, TPS Generation shall, pursuant to the Development Assets Purchase Agreement, reimburse Turning Point for the Development Costs set forth on such statement pursuant to Section 6.2(b) or 6.4.

(f) Approximately 30 days prior to the anticipated Phase Payment Date for Phase 3, Turning Point shall provide to AEP Ohio a statement of the reconciliation between the actual Development Costs funded by Turning Point from the date of the statement provided pursuant to Section 4.2(e) through the Phase Substantial Completion Date for Phase 3 and the estimated amount of Development Costs for such period set forth in such previous statement, reflecting a positive result as a debit and a negative result as a credit. In addition, three (3) Business Days prior to the Phase Payment Date for Phase 3, the Parties shall agree on a statement reflecting the amount of the actual Development Costs funded by Turning Point from

the Phase Substantial Completion Date for Phase 3 through the Phase Payment Date for Phase 3, which amount shall either increase such debit or decrease such credit. On the Phase Payment Date for Phase 3, TPS Generation shall, pursuant to the Development Assets Purchase Agreement, reimburse Turning Point for the Development Costs reflected as a positive debit on such statements in addition to paying the Purchase Price with respect to Phase 3, or TPS Generation shall deduct the negative credit on such statements against the Purchase Price with respect to Phase 3, as applicable, in each case pursuant to Section 6.3(a) or 6.4, as applicable.

(g) Each of the statements provided by Turning Point pursuant to Sections 4.2(b)-(f) shall include (i) reasonable supporting documentation, (ii) a reconciliation of the costs incurred to date with the Development Budget, and (iii) a certification by Turning Point that (A) the amounts set forth in the statement relate to actual Development Costs incurred in the development of the Facility and in accordance with the Development Budget, (B) Turning Point has no reason to believe that such statement contains any errors or inaccuracies, and (C) there are no Liens in respect of the Facility other than Permitted Liens.

4.3 Record-keeping; Audits.

(a) Each Party will keep accurate and complete Records of Development Costs incurred by it in carrying out the Development Activities. Each Party shall ensure that all invoices, financial settlements, reports and billings in respect of the Facility reflect properly the facts about all activities and transactions the subject thereof.

(b) AEP Ohio and its Affiliates and Representatives will have the right, upon approximately 48 hours notice and during normal business hours, to review and inspect Turning Point's Records (including all Facility Contracts).

(c) Each Party shall have the right, from time to time during the Development Period and for a period of two years following termination of this Agreement, to audit the other Party's Records, insofar as they pertain to any Development Costs, and AEP Ohio may exercise such rights on behalf of TPS Generation.

(d) Any audit conducted by a Party shall be subject to approximately 14 days notice, and shall be conducted at reasonable times during the normal business hours of the affected Party and unless otherwise agreed, at the offices of the affected Party. Such audits may be conducted by a Party or any of its Representatives or agents who are bound by duties of confidentiality. The costs of any such audit shall be borne by the Person conducting the audit.

4.4 Conditional CSP Capital Contribution Obligation. The Parties hereby acknowledge that CSP has the obligation, subject to the terms and conditions in this Agreement and the Equity Contribution Agreement (expressly including the approval of PUCO, as part of the Final PUCO Order, confirming that the timing of such contributions as contemplated by this Agreement and the Equity Contribution Agreement satisfies CSP's obligations under all PUCO orders issued in PUCO Case No. 10-1261-EL-UNC), to contribute to TPS Generation cash in an amount not to exceed \$20,000,000.

ARTICLE 5
FACILITY SCHEDULE; MILESTONES; FORCE MAJEURE

5.1 Development Schedule. The initial Development Schedule is attached to this Agreement as Exhibit C, and may be amended only by written agreement of both Parties.

5.2 Failure to Meet Facility Milestone Dates.

(a) Subject to Section 5.3, if a Facility Milestone (other than the Final PUCO Order, the FERC Approval or the Private Letter Ruling) is not achieved by the date set forth in the Development Schedule, then within 30 days thereafter, the Party responsible for the Facility Milestone will submit to the other Party a plan (a "Cure Plan") to enable such Facility Milestone to be achieved as soon as reasonably practicable and will consider in good faith the recommendations of the other Party for implementing the Cure Plan.

(b) Subject to Section 5.3, without limiting the foregoing or the rights of a Party under Article 7, if Turning Point is more than 60 days late (relative to the Development Schedule) in completing any Development Activity assigned to it and such failure (i) has or is reasonably expected to cause a delay in achieving a Facility Milestone on a timely basis or otherwise cause a material impediment to the Facility development and (ii) is not attributable to any action or inaction of AEP Ohio or any of its Affiliates, then following notice by AEP Ohio to Turning Point specifying such a failure and a period of 30 days for Turning Point to cure such failure, AEP Ohio may, but shall not be obligated to, perform such Development Activity in place of Turning Point. In such case, (i) Turning Point shall be permitted to claim the Development Costs incurred by Turning Point through the date on which AEP Ohio undertakes performance with respect to such Development Activity, less all Development Costs reasonably incurred by AEP Ohio in curing such failure, and (ii) AEP Ohio shall be permitted to claim its Development Costs reasonably incurred in completing such Development Activity.

5.3 Force Majeure Events.

(a) So long as the conditions set forth in this Section 5.3 are satisfied, neither Party shall be responsible or liable for or deemed in breach of this Agreement because of any failure or omission to carry out or observe any of the terms, provisions, or conditions of this Agreement to the extent that such failure has been caused by one or more Force Majeure Events. No obligations of a Party that matured before the occurrence of a Force Majeure Event causing the suspension of performance shall be excused as a result of such occurrence. Notwithstanding anything to the contrary in the foregoing, the obligation to pay money when due in a timely manner shall not be subject to these provisions regarding Force Majeure Events.

(b) The Party claiming an Force Majeure Event shall give the other Party a notice describing the particulars of the cause and nature of the occurrence, with notice given promptly after discovery and in no event more than ten (10) Business Days thereafter, and such notice shall estimate the expected duration and probable impact of the Force Majeure Event on the performance of such Party's obligations hereunder. The Parties agree to use reasonable efforts to keep each other apprised of any Force Majeure Event or any event that could reasonably be expected to become a Force Majeure Event by including any such Force Majeure

Event or event on the agenda of the regular meetings. The Party claiming the Force Majeure Event shall have a continuing obligation to deliver to the other Party regular updated reports and any additional documentation and analysis supporting its claim regarding a Force Majeure Event promptly after such information is available to such Party until such time as the Force Majeure Event is no longer in effect.

(c) The burden of proof shall be on the Party claiming the Force Majeure Event regarding (i) the occurrence of the Force Majeure Event and whether such Force Majeure Event excuses such Party from performance under this Section 5.3, and (ii) any claimed impacts on the Facility Schedule and Development Costs (if any), and the causal connection (if any) between the occurrence of the Force Majeure Event and the claimed adjustment to the Project Schedule or the Development Costs.

(d) The suspension of, or impact on, performance due to an Force Majeure Event shall be of no greater scope and no longer duration than is reasonably required by such event. In particular, a Party claiming an excuse from performance as a result of an Force Majeure Event shall have a duty:

(i) to alleviate and mitigate the cause and effect, including duration, costs and Facility Schedule impacts, in each case arising from such Force Majeure Event, and to alleviate and mitigate the duration of, and costs arising from any impact on the Work Product resulting therefrom, or other impact to the performance of its obligations under this Agreement;

(ii) to continue to perform its obligations hereunder not affected by such Force Majeure Event;

(iii) to the extent commercially reasonable, correct, cure or remedy its inability to perform, as applicable; and

(iv) when able to resume performance of its affected obligations under this Agreement, give notice to the other Party to that effect, and promptly resume performance under this Agreement.

ARTICLE 6

PAYMENT OF PURCHASE PRICE

6.1 Payment of Phase 1 Purchase Price and Development Costs. Subject to the termination provisions in Sections 7.2 and the other provisions of this Agreement, (i) the purchase by TPS Generation of the Pre-Closing Development Assets, (ii) the payment of the Purchase Price and Development Costs for Phase 1 by TPS Generation pursuant to the Development Assets Purchase Agreement, and (iii) the reimbursement of AEP Ohio's Development Costs by TPS Generation pursuant to the Development Assets Purchase Agreement shall occur upon Phase 1 Financial Closing, which is expected to take place on or prior to the date that is five (5) Business Days after the date when all of the conditions in this Section 6.1 have either been satisfied or waived in writing by AEP Ohio (such transactions, the "Phase 1 Financial Closing," and such date, the "Phase 1 Financial Closing Date");

(a) Effectiveness of an order or orders issued by the PUCO, authorizing AEP Ohio to recover from Ohio retail ratepayers all costs associated with the Transactions through a non-bypassable surcharges (the "Cost Recovery Order"); provided, however, that AEP Ohio will not be required to accept any condition or limitation contained in the Cost Recovery Order, whether imposed with respect to the Transactions or with respect to any other matter contained in the Cost Recovery Order, that is unacceptable to AEP Ohio in its sole discretion; and provided further that all applicable appeals have been finally settled and determined and no further appeals are permitted by applicable Law (the "Final PUCO Order");

(b) Turning Point, TPS Generation or the EPC Construction Contractor shall have entered into one or more Facility Contracts related to the Facility with one or more suppliers of Modules, solar racking systems or inverters sourced from Equipment manufacturing facilities located within the State of Ohio that have demonstrated, to AEP Ohio's reasonable satisfaction, that the supply of such Modules or other Equipment to TPS Generation or such EPC Construction Contractor, in the aggregate, has resulted or will result in the creation of approximately 300 Permanent Jobs;

(c) Turning Point or the EPC Construction Contractor shall have demonstrated, to AEP Ohio's reasonable satisfaction, that the construction of the Facility will result in the creation of approximately 300 temporary construction jobs;

(d) Issuance by the FERC of a final, non-appealable order in favor of AEP Ohio confirming TPS Generation's status as an exempt wholesale generator and granting market-based rate authority to TPS Generation; provided, however, that AEP Ohio will not be required to accept any condition or limitation contained in such confirmation or grant, whether imposed with respect to the Transactions or with respect to any other matter contained in such confirmation or grant, that is unacceptable to AEP Ohio in its sole discretion (the "FERC Approvals");

(e) Approval of the Transactions by the boards of directors of OPCO, CSP, and American Electric Power Company, Inc.;

(f) The Material Facility Contracts for Phase 1, each in a form satisfactory to AEP Ohio in its reasonable discretion (including the duration and terms of the warranties contained therein, with respect to such matters as defects, degradation and efficiency), shall have been executed and delivered by Turning Point, TPS Generation or the EPC Construction Contractor and the counterparties thereto, and the creditworthiness of each such counterparty (or its credit support provider) is satisfactory to AEP Ohio in its reasonable discretion;

(g) Issuance of a favorable Private Letter Ruling upon terms satisfactory to AEP Ohio in its sole discretion;

(h) Issuance of a final, non-appealable order under NEPA in favor of Turning Point or TPS Generation (the "NEPA Approval"), and issuance of all other Material Permits for Phase 1 in favor of TPS Generation, in each case upon terms satisfactory to AEP Ohio in its reasonable discretion;

(i) Execution and delivery by TPS Generation and Investor of the Equity Contribution Agreement substantially in the form attached hereto as Appendix I, but as subsequently negotiated by CSP and Investor.

(j) Delivery by the Investor to TPS Generation of its Phase FC Contribution Amount, if any, for Phase 1, (ii) execution and delivery by Investor of any agreement required by the terms of the Construction Debt Financing Documents with respect to the Phase Subsequent Contribution Amounts, if any, for Phase 1, and (iii) if applicable, execution and delivery by Investor of the Guaranty Agreement required under the Equity Contribution Agreement to TPS Generation;

(k) Execution and delivery of the OAQDA Loan Documents by Turning Point or TPS Generation upon terms satisfactory to AEP Ohio in its reasonable discretion;

(l) Execution and delivery of the Construction Debt Financing Documents for Phase 1 by the Construction Lenders and TPS Generation, with respect to Construction Debt Financing for Phase 1 in an aggregate amount determined necessary to cover the anticipated total construction costs of Phase 1 to the extent not funded by Investor or AEP Ohio, upon terms satisfactory to AEP Ohio in its reasonable discretion;

(m) Execution and delivery of the RUS Obligation Letter for Phase 1 by the RUS with respect to refinancing of the Construction Debt Financing for Phase 1, in an amount and upon terms satisfactory to AEP Ohio in its reasonable discretion;

(n) Execution and delivery by TPS Generation of the Facilities Lease for Phase 1;

(o) Execution and delivery by TPS Generation of the Construction Management Agreement;

(p) Execution and delivery by TPS Generation of the Business Services Agreement;

(q) Execution and delivery by Turning Point and TPS Generation of the Development Assets Purchase Agreement substantially in the form attached hereto as Appendix III; and

(r) Receipt by AEP Ohio and Investor of all Governmental Approvals (other than the Final PUCO Order, the NEPA Approval and the Private Letter Ruling) necessary or desirable for AEP to consummate the Transactions for Phase 1.

On the Phase 1 Financial Closing Date, TPS Generation shall, pursuant to the Development Assets Purchase Agreement, pay to (x) Turning Point the sum of (1) the Development Costs funded by Turning Point through the Phase 1 Financial Closing Date and (2) [REDACTED] by wire transfer in immediately available funds to an account designated by Turning Point by written notice to TPS Generation prior to the Phase 1 Financial Closing Date, and (y) to Escrow Agent [REDACTED] by wire transfer in immediately available funds as instructed by the Escrow Agent

prior to the Phase 1 Financial Closing Date, to be held and released by the Escrow Agent in accordance with the terms of Section 6.3 and the Escrow Agreement.

6.2 Further Closings; Payment of Phase 1, Phase 2 and Phase 3 Development Cost Amounts.

(a) Following the Phase 1 Financial Closing, the Parties shall continue all Development Activities with respect to all Phases of the Facility, and use commercially reasonable efforts to achieve the Financial Closing Date for Phase 2 on or prior to the Target Closing Date for Phase 2 and the Financial Closing Date for Phase 3 on or prior to the Target Closing Date for Phase 3. Subject to the termination rights in Sections 7.2 and the other provisions of this Agreement, the Financial Closing for Phase 2 and the Financial Closing for Phase 3 are expected to take place on or prior to the date that is five (5) Business Days after the date when all of the conditions set forth in this Section 6.2(a) with respect to such Phase have either been satisfied or waived in writing by AEP Ohio:

(i) Continued demonstration, to AEP Ohio's reasonable satisfaction, that Turning Point, TPS Generation or the EPC Construction Contractor has entered into one or more Facility Contracts related to the Facility with one or more suppliers of Modules, solar racking systems or inverters sourced from Equipment manufacturing facilities located within the State of Ohio that, in the aggregate, will result or have resulted in the creation of approximately 300 Permanent Jobs;

(ii) Continued demonstration, to AEP Ohio's reasonable satisfaction, that the construction of the Facility will result or has resulted in the creation of approximately 300 temporary construction jobs;

(iii) the Material Facility Contracts for such Phase, each in a form satisfactory to AEP Ohio in its reasonable discretion (including the duration and terms of the warranties contained therein, with respect to such matters as defects, degradation and efficiency), shall have been executed and delivered by Turning Point, TPS Generation or the EPC Construction Contractors and the counterparties thereto, and the creditworthiness of each such counterparty (or its credit support provider) is satisfactory to AEP Ohio in its reasonable discretion;

(iv) Issuance of all Material Permits for such Phase in favor of TPS Generation, in each case upon terms satisfactory to AEP Ohio in reasonable discretion;

(v) Delivery by the Investor to TPS Generation of its Phase FC Contribution Amount, if any, (ii) execution and delivery by Investor of any agreement required by the terms of the Construction Debt Financing Documents with respect to the Phase Subsequent Contribution Amounts, if any, and (iii) if applicable, execution and delivery by Investor of the Guaranty Agreement required under the Equity Contribution Agreement to TPS Generation, in each case with respect to the applicable Phase;

(vi) Execution and delivery of the Construction Debt Financing Documents for such Phase by the Construction Lenders and TPS Generation, with respect to Construction Debt Financing for such Phase in an aggregate amount determined necessary to

cover the anticipated total construction costs of such Phase to the extent not funded by Investor or AEP Ohio, upon terms satisfactory to AEP Ohio in its reasonable discretion;

(vii) Execution and delivery of the RUS Obligation Letter for such Phase by RUS with respect to refinancing of the Construction Debt Financing for such Phase, in an amount and upon terms satisfactory to AEP Ohio in its reasonable discretion, if applicable;

(viii) Execution and delivery by TPS Generation of the Facilities Lease for such Phase substantially in the form attached hereto as Appendix II; and

(ix) Receipt by AEP Ohio of all Governmental Approvals necessary or desirable for AEP to consummate the Transactions for such Phase.

Notwithstanding the foregoing or any other provision in this Agreement to the contrary, AEP Ohio shall have no obligation to consummate (i) the Financial Closing for Phase 2 prior to the RUS Debt Refinancing Closing for Phase 1, or (ii) the Financial Closing for Phase 3 prior to the RUS Debt Refinancing Closing for Phase 2.

(b) Within ten (10) days after the Phase Substantial Completion Date for each of Phase 1, Phase 2, and Phase 3, TPS Generation shall, pursuant to the Development Assets Purchase Agreement, pay to Turning Point the Phase 1 Development Cost Amount, the Phase 2 Development Cost Amount and the Phase 3 Development Cost Amount, respectively. All such amounts shall be paid to Turning Point by wire transfer in immediately available funds to an account designated by Turning Point by written notice to TPS Generation prior to the applicable Phase Payment Date.

(c) On or about the date upon which the RUS Proving Period expires with respect to each of Phase 1, Phase 2 and Phase 3, AEP Ohio shall hold a closing with the Investor, the RUS and the Construction Lenders at which (i) AEP Ohio will make the ITC Benefits Loan to TPS Generation in exchange for the ITC Benefits Loan Note with respect to the applicable Phase, in accordance with the terms of the applicable Construction Financing Documents, and (ii) TPS Generation will execute and deliver to the RUS the RUS Debt Refinancing Documents for the applicable Phase, provided that any applicable conditions to such closing for the applicable Phase have been satisfied or waived (including those described in Section 6.3 below) (each such closing, an "RUS Debt Refinancing Closing").

6.3 Payment of Phase 1, Phase 2 and Phase 3 Purchase Price; Released Purchase Price Amounts.

(a) Subject to the termination provisions in Section 7.2, the Purchase Price acceleration provisions in Section 6.4 and the other provisions of this Agreement, on or prior to the date that is five (5) Business Days after the date when the conditions set forth in clauses (i) and (ii) below with respect to such Phase have either been satisfied or waived in writing by AEP Ohio (each such date, a "Phase Payment Date"):

(i) The RUS Proving Period shall have expired and the operation and performance of such Phase of the Facility shall have satisfied all performance requirements of

the RUS required to be met during the RUS Proving Period for such Phase; and all defaults (if any) of the RUS under the RUS Obligation Letter for such Phase shall have been cured; or

(ii) The RUS has funded in accordance with the RUS Debt Refinancing Documents for such Phase;

TPS Generation shall, pursuant to the Development Assets Purchase Agreement, pay (x) to Turning Point [REDACTED], [REDACTED] and [REDACTED] with respect to Phase 1, 2 and 3 (and, in the case of Phase 3, the Development Costs funded by Turning Point from the Phase Substantial Completion Date for Phase 3 and the Phase Payment Date for Phase 3 pursuant to Section 4.2(f)), respectively, by wire transfer in immediately available funds to an account designated by Turning Point by written notice to TPS Generation prior to the applicable Phase Payment Date, and (y) to the Escrow Agent, [REDACTED], [REDACTED] and [REDACTED] with respect to Phase 1, 2 and 3, respectively, by wire transfer in immediately available funds as instructed by the Escrow Agent prior to the applicable Phase Payment Date, to be held and released by the Escrow Agent in accordance with the terms of Section 6.3(b) and the Escrow Agreement.

(b) Within ten (10) days of the receipt of each Release Notice, TPS Generation shall, pursuant to the Development Assets Purchase Agreement, instruct the Escrow Agent to pay to Turning Point the lesser of (i) the amount of Escrowed Purchase Price Amounts held pursuant to the Escrow Agreement at such time and (ii) the Released Purchase Price Amount. If the Escrowed Purchase Price Amount so paid is less than the Released Purchase Price Amount, then if and when any additional Escrowed Purchase Price Amount exists, TPS Generation shall, pursuant to the Development Assets Purchase Agreement, instruct the Escrow Agent to pay to Turning Point all or a portion of such additional Escrowed Purchase Price Amount until the Released Purchase Price Amount has been paid. All such payments by the Escrow Agent shall be made to Turning Point by wire transfer in immediately available funds to an account designated by Turning Point by written notice to TPS Generation and the Escrow Agent prior to the date for payment of the applicable amount.

6.4 Acceleration of Purchase Price Payments. Provided that (i) the Phase 1 Financial Closing has occurred and (ii) Turning Point has satisfied the Purchase Price Acceleration Conditions for a Phase; then notwithstanding that the Parties anticipate that (x) the Phase Development Cost Amounts will be reimbursed upon Phase Substantial Completion Date for each Phase and (y) the remaining portion of the Purchase Price will be paid incrementally (and, in the case of Phase 3, the Development Costs funded by Turning Point from the Phase Substantial Completion Date for Phase 3 and the Phase Payment Date for Phase 3 pursuant to Section 4.2(f)) on the Phase Payment Date for the applicable Phase, if any Phase is cancelled or the expiration of the RUS Proving Period for any Phase is delayed beyond the ITC Expiration Date, then the payment of the portion of the Purchase Price (other than the Escrowed Purchase Price Amounts) with respect to such Phase may be accelerated as follows:

(a) If such cancellation or delay is not directly attributable to AEP Ohio or any of its Affiliates, then within 30 days of such cancellation or ITC Expiration Date, as applicable, TPS Generation shall, pursuant to the Development Assets Purchase Agreement, pay Turning Point the sum of (i) [REDACTED]

[REDACTED]

(b) If such cancellation or delay is directly attributable to AEP Ohio or any of its Affiliates, then within 30 days of such cancellation or ITC Expiration Date, as applicable, TPS Generation shall, pursuant to the Development Assets Purchase Agreement, pay Turning Point the sum of (i) [REDACTED]

[REDACTED]

Each Party agrees and acknowledges that (i) the damages that Turning Point would incur due to the cancellation of a Phase or delay of the Phase Substantial Completion Date or the expiration of the RUS Proving Period for Phase 1, Phase 2 or Phase 3 would be difficult or impossible to predict with certainty, (ii) the payments contemplated by this provision are liquidated damages and represent a fair and reasonable calculation of such damages, and (iii) the required payments by TPS Generation of such liquidated damages shall be Turning Point's sole remedy for such cancellations or delays.

ARTICLE 7 TERM AND TERMINATION

7.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in effect until the earlier of the termination of this Agreement in accordance with this Article 7, or the performance by all Parties of all obligations hereunder required in connection with the final Phase Payment Date.

7.2 Termination. A Party may terminate this Agreement only in accordance with the provisions of this Section 7.2. A Party desiring to terminate this Agreement shall provide written notice of termination to the other Party in accordance with Article 13, and such termination shall be effective five (5) Business Days after the date of such notice.

(a) Either Party shall have the right to terminate this Agreement if any of the conditions precedent to Phase 1 Financial Closing set forth in Sections 6.1(a) (Final PUCO Order), 6.1(d) (FERC Approvals), 6.1(g) (Private Letter Ruling), 6.1(h) (NEPA Approval), 6.1(i) (Equity Contribution Agreement), 6.1(j) (Investor Capital Contribution), 6.1(l) (Construction Debt Financing Documents), 6.1(m) (RUS Obligation Letter) or 6.1(r) (other Governmental Approvals) becomes incapable of fulfillment on or prior to the Closing Date Certain for Phase 1.

(b) Either Party shall have the right to terminate this Agreement in the event any of the following shall occur:

(i) The other Party materially breaches any provision of this Agreement and fails to cure such breach within 30 days from the earlier of the date such

breaching Party receives notice of the breach from the other Party or the date such breaching Party otherwise becomes aware of such breach; provided, however, that if such breach cannot reasonably be cured within the 30 day period the cure period shall be extended for such additional period of time, not to exceed an additional 60 days, as is reasonably required to cure the breach provided that the breaching Party has commenced the cure within the 30 day period and is diligently pursuing such cure; or

(ii) The other Party suffers an Insolvency Event.

(c) Either Party shall have the right to terminate this Agreement if:

(i) at any time after the effectiveness of the Final PUCO Order and prior to the Closing Date Certain for Phase 1, the amount of the Approved Facility Surcharges are less than the Projected Facility Costs, and at such time, the Projected Facility Costs are incapable of being reduced, at any time prior to the Closing Date Certain for Phase 1, to an amount equal to or less than the Approved Facility Surcharges; or

(ii) at any time after the Phase 1 Financial Closing and prior to the Closing Date Certain for Phase 2, the amount of the aggregate Approved Facility Surcharges are less than the Projected Facility Costs, and at such time, the Projected Facility Costs are incapable of being reduced, at any time prior to the Closing Date Certain for Phase 2, to an amount equal to or less than the Approved Facility Surcharges; or

(iii) at any time after the Financial Closing for Phase 2 and prior to the Closing Date Certain for Phase 3, the amount of the aggregate Approved Facility Surcharges are less than the Projected Facility Costs, and at such time, the Projected Facility Costs are incapable of being reduced, at any time prior to the Closing Date Certain for Phase 3, to an amount equal to or less than the Approved Facility Surcharges; or

(iv) prior to the Phase Substantial Completion Date for any Phase (A) it is impossible for the Facility or the Parties to comply with any Permit or Law applicable to such Phase or (B) the Facility or the Parties are unable to comply with any Permit or any Law applicable to such Phase unless the Parties take measures that would result in the circumstances described in clauses (i), (ii) or (iii) above.

(d) Either Party shall have the right to terminate this Agreement (i) if the Financial Closing for any Phase has not occurred on or prior to the Closing Date Certain for such Phase, or (ii) subject to 7.3(d), if the RUS Debt Refinancing Closing for any Phase has not occurred on or prior to the Closing Date Certain for next Phase; in each case provided that such failure is not due to the terminating Party's failure to use commercially reasonable efforts to achieve the Financial Closing or the RUS Debt Refinancing Closing, as applicable, for such Phase.

(e) AEP Ohio shall have the right to terminate this Agreement at any time prior to the Phase 1 Financial Closing, for its convenience.

(f) The Parties may mutually agree to terminate this Agreement for any reason.

7.3 Consequences of Termination.

(a) Upon a Party's election to terminate this Agreement or the mutual termination of this Agreement pursuant to Section 7.2, the Parties' rights and obligations under this Agreement shall cease except for the express rights and obligations under this Section 7.3 and other rights and obligations that are stated to survive termination of this Agreement.

(b) If either Party elects to terminate this Agreement under Section 7.2(b), (d) or (f) then concurrent with such termination, Turning Point shall no longer have the right to continue development of the Facility and AEP Ohio shall have the right (but not the obligation) to continue development of the Facility. AEP Ohio shall notify Turning Point of its election to continue development of the Facility in writing within five Business Days following the issuance of the notice of termination by either Party. Turning Point shall provide to AEP Ohio a statement of its Development Costs within thirty (30) days following the effective date of termination.

(c) If AEP Ohio elects to continue development of the Facility pursuant to Section 7.3(b), the following provisions shall apply:

(i) Turning Point will assign to AEP Ohio and AEP Ohio shall assume all of Turning Point's right, title and interest in all Facility Contracts, Permits, and other Facility assets and Work Product within Turning Point's control that have been obtained or created for the Facility, subject to any necessary regulatory approvals;

(ii) Upon the assignment and assumption described in clause (i), AEP Ohio will refund to Turning Point [REDACTED]

(iii) If the termination is not the result of Turning Point's failure to exercise commercially reasonable efforts to achieve a Financial Closing or an RUS Debt Refinancing Closing, Turning Point's fraud, bad faith willful misconduct or violation of Law, or Turning Point's other material breach of this Agreement, then within thirty (30) days after the Phase Substantial Completion Date for each of Phase 1, Phase 2 and Phase 3, as applicable, AEP Ohio will pay to Turning Point [REDACTED]

(iv) The assignment of interests in Facility Contracts, Permits, and other Facility assets and Work Product will be made pursuant to an agreement containing customary terms and conditions for such a transaction but excluding representations, warranties, covenants and indemnities of any kind whatsoever except with respect to title, due authorization, enforceability of the agreement and absence of conflicts or legal proceedings that would prevent the assignment and assumption from taking place. Turning Point shall be released from all Facility Contracts to which it may be a Party.

(d) If (x) AEP Ohio fails to notify Turning Point of its election to continue development of the Facility, pursuant to Section 7.3(b), in writing within five Business Days

following the issuance by either Party of the notice of termination, or (y) AEP Ohio delivers such notification within such period, but such notification states that AEP Ohio elects not to continue development of the Facility, the following provisions shall apply:

(i) The non-terminating Party shall remain liable to the terminating Party for any termination under Section 7.2(b), and the terminating Party shall have all rights at Law or in equity to pursue any damages resulting therefrom; and

(ii) Except as provided in clause (i), neither Party will have any further obligation or liability to the other Party with respect to the termination.

(e) The termination of this Agreement by either Party pursuant to Section 7.2(d)(ii) shall not affect Turning Point's right to receive payment of the Phase Development Cost Amount or portion of the Purchase Price (and, in the case of Phase 3, the Development Costs funded by Turning Point from the Phase Substantial Completion Date for Phase 3 and the Phase Payment Date for Phase 3 pursuant to Section 4.2(f)) upon the Phase Substantial Completion Date and the Phase Payment Date, respectively, of the applicable Phase pursuant to Sections 4.2 and 6.3, respectively, notwithstanding that the RUS Debt Refinancing Closing for such Phase has not occurred by the Closing Date Certain for the next Phase.

(f) If AEP Ohio elects to terminate this Agreement for convenience under Section 7.2(e) prior to the effectiveness of the Final PUCO Order, AEP Ohio shall pay Turning Point, within 30 days of the effectiveness of such termination, an amount equal to the sum of (i)

[REDACTED] If (x) AEP Ohio elects to terminate this Agreement for convenience under Section 7.2(e) after the effectiveness of the Final PUCO Order or (y) TPS Generation fails to execute the Development Assets Purchase Agreement notwithstanding that all other conditions to the Phase 1 Financial Closing set forth in Section 6.1 have been satisfied or waived, AEP Ohio shall pay Turning Point, within 30 days of the effectiveness of such termination, an amount equal to the greater of (i) [REDACTED]

[REDACTED] In the event AEP Ohio terminates this Agreement for convenience under Section 7.2(e) or TPS Generation fails to execute the Development Assets Purchase Agreement notwithstanding that all other conditions to the Phase 1 Financial Closing set forth in Section 6.1 have been satisfied or waived, Turning Point shall not have any right to develop the Facility and AEP Ohio shall not have any right to develop the Facility (directly or indirectly) for a period of three (3) years after the effective date of such termination.

(g) Each Party agrees and acknowledges that (i) the damages that Turning Point would incur due to the termination of this Agreement would be difficult or impossible to predict with certainty, (ii) the payments contemplated by Sections 7.3(c), (e) or (f) are liquidated damages and represent a fair and reasonable calculation of such damages, and (iii) the required payments by AEP Ohio of such liquidated damages shall be Turning Point's sole remedy for such termination.

7.4 No Other Termination Rights. Upon completion of the transactions contemplated by this Article 7, this Agreement shall terminate, except for the provisions specified in Section

14.1 to survive. Neither Party shall be permitted to terminate this Agreement or withdraw from the Development Activities except in accordance with this Article 7. Without prejudice to a Party's right to collect amounts due from the other Party, termination shall be the sole and exclusive remedy of a Party for breach of this Agreement.

ARTICLE 8 ASSIGNMENT

Except as expressly provided herein, neither Party shall be permitted to assign this Agreement or any of its rights or obligations under this Agreement to any Person without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided, however, that OPCO and CSP may each assign their rights and obligations under this Agreement to any Affiliate that is a Creditworthy Entity without the prior consent of Turning Point, unless such assignment could result in a Material Adverse Effect. OPCO or CSP, as applicable, will provide Turning Point at least 30 days advance written notice of its intent to make such an assignment. Provided that the assignee assumes in writing all further obligations of the assignor effective as of the date of such assignment, the assignor shall be released of all further liability hereunder effective as the date of such assignment. Turning Point acknowledges that OPCO and CSP intend to merge, and in the event of such merger the surviving entity shall be the permitted successor to each of OPCO and CSP hereunder for all purposes by operation law. Any direct change in Control of Turning Point will be deemed to be an assignment requiring the consent of AEP Ohio, which consent shall not be unreasonably withheld. For the avoidance of doubt, a change in Control of any owner of Turning Point shall be deemed a Parent Merger and not an assignment of this Agreement. Any prohibited assignment shall be void.

ARTICLE 9 ADDITIONAL OBLIGATIONS OF THE PARTIES

9.1 Confidentiality.

(a) *General.* The provisions in this Section 9.1 shall amend and supersede the Confidentiality Agreement and the confidentiality provisions in the MOU, which are hereby terminated, and shall remain in effect for a period of three years from the date this Agreement is terminated.

(b) *Confidential and Proprietary Nature of Information.* The term "Confidential Information," as used herein, means any and all information, matter or thing of a secret, confidential or private nature relating to the business of either Party and not generally known or available to the public, including matters of a technical nature (such as know how, processes, data and techniques), matters of a business nature (such as information about costs, profits, markets, sales, customers and suppliers), matters of a proprietary nature (such as information about patents, patent applications, copyrights, trade secrets and trademarks), other information of a similar nature, and any information which has been derived from the foregoing Confidential Information by either Party. Confidential Information includes a "trade secret" under the Uniform Trade Secrets Act, Facility plans, discoveries, ideas, concepts, designs, drawings, specifications, algorithms, formulae, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures,

environmental information, and financial information, in each case, to the extent reduced to writing. The term "Confidential Writing" means any and all statements, letters, agreements, articles, contracts, books, records, policies, reports, tapes, disks, programs and other written, typed, printed, photocopied, programmed, recorded, transcribed, punched, taped, filmed, photographic or graphic material of any kind which contains or includes Confidential Information. The Parties will clearly label all such Confidential Information as "CONFIDENTIAL". For any Confidential Information that is verbally disclosed by a Party, the disclosing Party will memorialize in a writing to the receiving Party that such information is Confidential Information within five Business Days.

(c) *Nondisclosure.* Any and all Confidential Information delivered or made available by or on behalf of a Party will be maintained in the strictest confidence by the receiving Party except to the extent disclosure is properly authorized by the terms of this Agreement. The receiving Party will not make use of the Confidential Information for its own or others' purposes, outside of purposes related to the Facility, without the prior written consent of the disclosing Party, which consent may be withheld in its sole and absolute discretion. The receiving Party shall not permit any others within its control to use the Confidential Information of the disclosing Party in any manner detrimental to the disclosing Party. The receiving Party will exercise all due care in safeguarding the Confidential Information against loss, theft or other inadvertent disclosure, and agrees to take such steps as are necessary to ensure confidentiality is maintained. The receiving Party shall restrict access to the disclosing Party's Confidential Information to Representatives of the receiving Party on a need to know basis, and shall require all such Representatives to treat such Confidential Information in strict confidence in accordance with the terms of this Agreement.

(d) *Return or Destruction of Information.* At any time after termination of this Agreement, a disclosing Party may request the return or, at the option of the disclosing Party, the destruction of all Confidential Writings previously delivered to the receiving Party, excluding Work Product transferred to the receiving Party pursuant to Article 7. Upon receipt of such request, all such Confidential Writings, including any copies, summaries or compilations of such writings, still in the receiving Party's possession or under its control shall be promptly returned or destroyed as requested by the disclosing Party.

(e) *Information in the Public Domain.* The obligations of restricted use and strict confidentiality set forth herein shall not extend to any information which: (i) is legally in possession of the receiving Party prior to receipt thereof from the disclosing Party; (ii) is independently developed by the receiving Party or its employees, consultants, affiliates or agents; (iii) enters the public domain through no fault of the receiving Party or others within its control; (iv) is disclosed to the receiving Party, without restriction or breach of the confidentiality obligations herein or any other obligation of confidentiality, by a third party who has the right to make such disclosure; or (v) is legally required to be disclosed; provided that the receiving Party uses commercially reasonable efforts to notify the disclosing Party of any request or subpoena for the production of any Confidential Information and provides the disclosing Party with an opportunity to resist such a request or subpoena.

(f) *Remedies.* Any breach by the receiving Party of the confidentiality provisions of this Agreement will cause irreparable harm to the disclosing Party and which,

while substantial, may not be reasonably or adequately compensable by damages. As a consequence, in addition to any and all other remedies which may be available to the disclosing Party, whether under this Agreement, by operation of law or in equity, the disclosing Party shall have the right to seek injunctive relief, both preliminary and permanent, without the posting of a bond if permitted by law, restraining or preventing any acts or performances contrary to the terms of this Agreement. The existence of any claim or cause of action of the receiving Party against the disclosing Party shall not constitute a defense to the enforcement of the confidentiality provisions of this Agreement.

(g) *Regulatory Exception.* AEP Ohio shall have the right to use any of Turning Point's Confidential Information for the purpose of pursuing any and all regulatory approvals from Governmental Authorities connected with the Facility provided that Turning Point shall have the right to review the information that AEP Ohio proposes to disclose and that Turning Point is reasonably satisfied with the procedures available in the relevant forum to protect the confidentiality of such information.

9.2 Public Announcements. Except for statements made or press releases issued (a) pursuant to the Securities Act or the Securities Exchange Act of 1934, (b) pursuant to any listing agreement with any national securities exchange or the National Association of Securities Dealers, Inc., or (c) as otherwise required by applicable Law, neither AEP Ohio nor Turning Point shall issue, or permit any of their respective Affiliates to issue, any press release or otherwise make any public statements with respect to this Agreement or the Transactions (other than in required filings with Governmental Authorities) without the prior written consent of the other Party. Subject to any requirements of applicable Law, AEP Ohio and Turning Point will be given the opportunity to review in advance, upon the request of AEP Ohio or Turning Point, as the case may be, all information relating to the Transactions that appear in any filing made in connection with the transactions contemplated hereby.

9.3 Security Fund.

(a) Turning Point shall establish, fund, and maintain a Security Fund pursuant to the provisions of this Section 9.3. Turning Point shall establish the Security Fund at [REDACTED] no later than thirty (30) days after the date of this Agreement, and shall thereafter maintain the Security Fund until as provided in 9.3(f) below.

(b) In addition to any other remedy available to it, AEP Ohio may, before or after termination of this Agreement and so long as the Security Fund is required to be outstanding after termination of this Agreement pursuant to Section 9.3(f) below, draw from the Security Fund to recover any past due amounts owed by Turning Point to AEP Ohio. If more than one form of Security Fund exists, AEP Ohio may, in its sole discretion, draw all or any part of such amounts due to it from any form of Security Fund, and from all such forms, and in any sequence AEP Ohio may select. Any failure to draw upon the Security Fund or other security for any damages or other amounts due to AEP Ohio shall not prejudice AEP Ohio's rights to recover such damages or amounts in any other manner.

(c) [REDACTED] shall be issued by or deposited in a Creditworthy Bank (as applicable), and shall be in the form of one or

more of the following instruments. Turning Point may replace the form of the Security Fund at any time and from time to time upon reasonable prior notice to AEP Ohio, but the Security Fund must at all times be comprised of one or any combination of the following:

(i) An irrevocable standby letter of credit in substantially the form of Appendix IV from a Creditworthy Bank. Such security must be issued for a minimum term of three hundred and sixty (360) days. Turning Point shall cause the renewal or extension of the security for additional consecutive terms of three hundred and sixty (360) days or more (or, if shorter, the remainder of the period described in Section 9.3(f)) no later than thirty (30) days prior to each expiration date of the security. If the security is not renewed or extended as required herein (such condition, the "Failure to Extend Condition"), AEP Ohio shall have the right to draw immediately upon the letter of credit and be entitled to hold the amounts so drawn as security, provided AEP Ohio satisfies the conditions of Section 9.3(c)(ii)(A). If AEP Ohio does not meet the conditions of Section 9.3(c)(ii)(A), AEP Ohio will place the amounts so drawn in an interest bearing account or escrow in accordance with Section 9.3(c)(ii)(B), until and unless Turning Point provides a substitute form of such security meeting the requirements of this Section 9.3. Such amounts shall constitute part of the Security Fund pursuant to Section 9.3(c)(ii) for all purposes of this Agreement (including for the return of such Cash to Turning Point according to Section 9.3(f)).

(ii) United States currency ("Cash") deposited with (A) AEP Ohio, provided that AEP Ohio satisfies the following conditions: (a) it is not a defaulting Party and (b) AEP Ohio is a Creditworthy Entity. In such event, AEP Ohio will pay interest to Turning Point on Cash held at the Federal Funds Effective Rate and may draw on the Cash only in the circumstances, and in the amounts, that a letter of credit in the form of Appendix IV could be drawn (except that the Failure to Extend Condition or Failure to Replace Condition shall not apply as a valid reason for disbursement); or (B) if, and only if, AEP Ohio does not meet the aforementioned conditions of Section 9.3(c)(ii)(A), then the Cash shall be held with a Creditworthy Bank, either: (a) in an account under which AEP Ohio is designated as beneficiary with sole authority to draft from the account or otherwise access the security only in the circumstances, and in the amounts, that a letter of credit in the form of Appendix IV could be drawn (except that the Failure to Extend Condition or Failure to Replace Condition shall not apply as a valid reason for disbursement); or (b) held by Creditworthy Bank as escrow agent with instructions to pay claims made by AEP Ohio pursuant to this Agreement, such instructions to allow drawing by AEP Ohio only in the circumstances, and in the amounts, that a letter of credit in the form of Appendix IV could be drawn (except that the Failure to Extend Condition or Failure to Replace Condition shall not apply as a valid reason for disbursement). Security held pursuant to Section 9.3(c)(ii)(B) shall be subject to the following: (x) include a requirement for prompt notice to AEP Ohio from Turning Point in the event that the sums held as security in the account or escrow do not at any time meet the required level for the Security Fund as set forth in this Section 9.3 and (y) funds held in the account or escrow may be deposited in a money-market fund, short-term treasury obligations, investment-grade commercial paper and other liquid investment-grade investments with maturities of three months or less, with all investment income thereon to be taxable to, and to accrue for the benefit of, Turning Point. Turning Point grants to AEP Ohio a present and continuing first priority security interest in all Cash which has been transferred to AEP Ohio or held by Creditworthy Bank. At such times as the balance of Cash held by AEP Ohio or by Creditworthy Bank exceeds the amount of Turning Point's obligation to

provide security hereunder, AEP Ohio shall remit to Turning Point on demand any excess in the account above Turning Point's obligations.

(iii) A Guaranty in substantially the form of Appendix V issued by a Creditworthy Entity.

(d) If the Creditworthy Bank or Creditworthy Entity issuing any Security Fund instrument ceases to be a Creditworthy Bank or Creditworthy Entity or any Security Fund instrument ceases to be in full force and effect, then Turning Point shall be required to replace the affected Security Fund instrument with another Security Fund instrument meeting the criteria set forth in Section 9.3(c) no later than fifteen (15) Days after receiving notice from AEP Ohio that such replacement of the Security Fund instrument is required pursuant to this Section 9.3(d). If the Security Fund instrument is a letter of credit and is not replaced as required herein (such condition, the "Failure to Replace Condition"), AEP Ohio shall have the right to draw immediately upon the letter of credit and be entitled to hold the amounts so drawn as security, provided AEP Ohio satisfies the conditions of Section 9.3(c)(ii)(A). If AEP Ohio does not meet the conditions of Section 9.3(c)(ii)(A), AEP Ohio will place the amounts so drawn, in an interest bearing account or escrow in accordance with Section 9.3(c)(ii)(B), until and unless Turning Point provides a substitute form of such security meeting the requirements of this Section 9.3. Such amounts shall constitute part of the security pursuant to Section 9.3(c)(ii) for all purposes of this Agreement (including for the return of such Cash to Turning Point according to Section 9.3(f)).

(e) If any Security Fund instrument is replaced in accordance with Section 9.3(c) or 9.3(d), (i) if the Security Fund instrument replaced is Cash, AEP Ohio shall immediately return the Cash (including any interest earned thereon) to Turning Point, or (ii) if the Security Fund instrument being replaced is not Cash, the Creditworthy Bank or Creditworthy Entity shall be deemed released from all obligations under such replaced Security Fund instrument, and AEP Ohio shall execute any documents reasonably requested by Turning Point or the Creditworthy Bank or Creditworthy Entity thereof to confirm such release.

(f) On the later of (i) sixty (60) days after the termination or expiration of this Agreement or (ii) the resolution of all then-pending disputes under this Agreement, (a) if Cash is part of the Security Fund, AEP Ohio shall immediately return to Turning Point such Cash (together with any interest earned thereon), and (b) if a letter of credit or Guaranty is part of the Security Fund, the Creditworthy Bank or the Creditworthy Entity that provided or issued such Security Fund instrument shall be deemed released from all obligations under such Security Fund instrument, and AEP Ohio shall execute any documents reasonably requested by Turning Point or the Creditworthy Bank or the Creditworthy Entity thereof to confirm such release.

ARTICLE 10

DISPUTE RESOLUTION, GOVERNING LAW

10.1 Dispute Resolution.

(a) In the event of any Dispute, the Parties shall use their diligent good faith efforts to resolve the Dispute, and each Party shall continue to perform the Development

Activities which are the responsibility of such Party in accordance with the other provisions of this Agreement during the pendency of the Dispute; provided, however, following the exercise by a Party of a right of termination under Article 7, neither Party shall be obligated to continue performing Development Activities.

(b) In the event of a Dispute, the Parties shall attempt to negotiate a just and equitable settlement thereof. Toward that end, each Party will communicate and/or meet with the other in good faith, including communications between managers who are not directly involved in the issues giving rise to the Dispute, and attempt to reach a resolution satisfactory to both Parties. In addition, if the Dispute involves a termination by AEP Ohio pursuant to Section 7.2(c)(i), (ii), (iii) or (iv)(B), then promptly upon Turning Point's request, AEP Ohio shall provide Turning Point with an explanation of the data inputs, assumptions and formulae utilized with respect to the costs of the development, design, engineering, permitting, procurement, construction and operation of the Facility (or any Phase thereof) in the model that formed the basis for such termination by AEP Ohio.

(c) If a Dispute is not resolved pursuant to paragraph (b) above within 30 days following a request in writing by one Party to the other Party to meet to attempt to resolve the Dispute, each Party shall have the right to pursue such rights or remedies as may arise at law or in equity with respect to the Dispute subject to any provisions of this Agreement limiting such rights or remedies. The procedures set forth in this Section 10.1 shall not prevent a Party from seeking any interim, preliminary or provisional relief that is necessary to protect its rights under this Agreement pending the consultation of the Parties contemplated by this Section 10.1.

10.2 SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURTS LOCATED IN FRANKLIN COUNTY, OHIO FOR THE PURPOSES OF ANY ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF. IF, FOR ANY REASON, THE PARTIES FAIL TO QUALIFY FOR THE JURISDICTION OF SUCH COURTS, THEN EACH PARTY HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF THE STATE OF OHIO LOCATED IN FRANKLIN COUNTY, OHIO FOR THE PURPOSES OF ANY ACTION ARISING OUT OF OR BASED ON THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING IN THE FEDERAL OR STATE COURT IN FRANKLIN COUNTY, OHIO, AND HEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

10.3 Governing Law. This Agreement, and any Dispute hereunder, will be governed by and construed in accordance with the law of the State of Ohio, without reference to its conflicts of laws rules that may direct application of the laws of another jurisdiction.

10.4 WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM HEREIN.

ARTICLE 11
INDEMNIFICATION; LIMITATION OF LIABILITY; REMEDIES

11.1 Indemnification. Each Party shall indemnify, defend and hold harmless the other Party and its Representatives from and against any and all loss, liabilities, damages, suits, claims and judgments of any nature (a) incurred by the indemnified Party as a result of (i) any inaccuracy or breach of a representation or warranty made by the indemnifying Party, (ii) any breach of a covenant in this Agreement or any other breach of this Agreement by the Indemnifying Party (including as a result of the assumption of any obligation or liability under any Facility Contract or other agreement in violation of the terms of this Agreement), or (iii) the indemnifying Party's gross negligence, willful misconduct, or violation of Law; or (b) arising from or in connection with injury to or death of a third party or damage to a third party's property to the extent resulting from or arising out of the indemnifying Party's breach of this Agreement, or the negligence, gross negligence, willful misconduct or violation of law of the indemnifying Party or its Representatives.

11.2 Indemnification Procedures.

(a) A Party seeking indemnification hereunder (the "Indemnatee") shall notify the Party liable for such indemnification (the "Indemnitor") in writing promptly upon discovering any event for which it may be entitled to indemnification hereunder or any facts which may reasonably be expected to give rise to such claim for indemnification or after receiving written notice of any action, lawsuit, proceeding, investigation or other claim against it which may give rise to a claim for indemnification hereunder. An Indemnitor shall be entitled to assume and control (with counsel of its choice) the defense of such action, lawsuit, proceeding, investigation or other claim at the Indemnitor's expense and at its option by sending written notice of its election to do so to the Indemnatee within 15 days after receiving the notice of a claim from the Indemnatee as aforesaid; provided, however, that:

(i) The Indemnatee shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose (the fees and expenses of such separate counsel to be borne by Indemnatee) and to assert against any third party any and all cross claims and counterclaims the Indemnatee may have, subject to Indemnitor's consent;

(ii) If the Indemnitor elects to assume the defense of any such claim, it may settle such claim in its sole discretion so long as (A) such settlement does not impose any obligations on the Indemnatee, other than financial obligations for which such Person will be indemnified hereunder, (B) the Indemnitor obtains a full and unconditional release of the Indemnatee from all liability with respect to such claim, (C) such settlement does not involve any admission of liability or violation of law by, or otherwise adversely affect the public standing of, the Indemnatee, or (D) the Indemnitor shall obtain the prior written consent of the Indemnatee (which consent may be given or withheld in its sole discretion); and

(iii) If the Indemnitor shall not have assumed the defense of such claim within the 15-day period set forth above, the Indemnitee may assume the defense of such claim with counsel selected by it and may make any compromise or settlement thereof or otherwise protect against the same and be entitled to all amounts paid as a result of such third party claim, demand, suit or action or any compromise or settlement thereof.

(b) So long as the Indemnitor is defending in good faith any third party claim, demand, suit, action or proceeding, the Indemnitee shall at all times cooperate in all reasonable ways with, reasonably make relevant files and records available for inspection by, and reasonably make its employees available or otherwise render reasonable assistance to, the Indemnitor (with all reasonable out-of-pocket costs, excluding costs of employees' time, to be borne by the Indemnitor).

11.3 Limitation of Liability.

(a) IN NO EVENT SHALL A PARTY OR ITS REPRESENTATIVES BE LIABLE, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER ARISING UNDER OR INCURRED IN CONNECTION WITH THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH DAMAGES ARE AN ELEMENT OF ANY THIRD PARTY CLAIM THAT IS SUBJECT TO INDEMNIFICATION HEREUNDER.

(b) Notwithstanding any provision to the contrary contained in this Agreement or any other Transaction Document, and except with respect to liability arising out of a Party's fraud, bad faith, willful misconduct, or violation of Law, each Party's liability to the other Party and its Representatives under, arising out of or relating to this Agreement shall be limited to the following aggregate caps:

(i) With respect to the period from the Effective Date through the Phase 1 Financial Closing: (A) [REDACTED] in respect of Turning Point, and (B) [REDACTED] in respect of AEP Ohio; and

(ii) After the Phase 1 Financial Closing: (A) with respect to Turning Point, (x) [REDACTED]

11.4 Cumulative Remedy. If this Agreement is terminated due to a breach that results from fraud, bad faith, willful misconduct or violation of Law by the non-terminating Party, then subject to Section 11.3(a) and notwithstanding any other provision of this Agreement to the

contrary, the terminating Party shall be entitled to all rights and remedies available to it in law or equity.

ARTICLE 12 REPRESENTATIONS AND WARRANTIES

12.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party as of the Effective Date that:

(a) It is a duly organized, validly existing entity of the type described in the introduction to this Agreement and is in good standing under the laws of the jurisdiction of its formation. It has all requisite power and authority to enter into and to perform its obligations under this Agreement.

(b) It has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by it of this Agreement, and the performance by it of its obligations hereunder, have been duly and validly authorized by all necessary corporate or company action.

(c) This Agreement is duly and validly executed and delivered by it and, assuming due and valid authorization, execution and delivery by the other Party hereto, this Agreement will be when delivered a valid and binding obligation of such Party, enforceable against it in accordance with its terms, except to the extent enforceability is modified by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity.

(d) Its execution and delivery of this Agreement do not, and the performance by it of its obligations under this Agreement and the consummation of the transactions contemplated hereby shall not:

(i) Conflict with or result in a violation or breach of any of the terms, conditions or provisions of its organizational documents;

(ii) Result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, deed of trust, indenture, license, agreement, lease or other instrument or obligations to which it or any of its Affiliates is a party or by which any of their respective assets and properties may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained in writing (true and correct copies of which have been provided to the other Party);

(iii) Subject to effectiveness of the Final PUCO Order and the FERC Approval, conflict with or result in a violation or breach of any term or provision of any Law applicable to it or any of its Affiliates or any of their respective assets and properties.

(e) Except as provided herein, no consent or approval of, filing with or notice to any Governmental Authority or other Person is required in connection with the execution,

delivery and performance by it of this Agreement or the consummation by it of the transactions contemplated hereby.

(f) There are no actions or proceedings (including orders, judgments and writs) and there are no claims or investigations, outstanding or pending in any Governmental Authority to which it is a party or, to its knowledge, threatened against it or any of its assets and properties, which would be reasonably expected to result in the issuance of an order restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Agreement.

(g) All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by it directly with the other party without the intervention of any Person on behalf of it, in such a manner as to give rise to any valid claim by any Person against it for a finder's fee, brokerage commission or similar payment.

12.2 Turning Point's Representations and Warranties. Turning Point further represents and warrants to AEP Ohio as of the Effective Date that, except between the members of Turning Point, neither Turning Point nor any of its Affiliates (nor any officer, director, employee of any of them) have received any finder's fee, development fee, commission, discount, forbearance or other financial compensation in connection with the development of the Facility, and acknowledges that, other than the Purchase Price or the payments due from AEP Ohio pursuant to Section 7.3, neither Turning Point nor any of its Affiliates (nor any officer, director, employee of any of them) shall receive any finder's fee, development fee, commission, discount, forbearance or other financial compensation in connection with the development and construction of the Facility.

ARTICLE 13 NOTICES

Any notice, demand, request or communication which is required or authorized by this Agreement, is to be given in writing to the applicable Party via personal delivery, mailed by registered or certified mail (return receipt requested) postage prepaid, sent prepaid by overnight air courier, or by electronic mail to such Party at the following addresses:

If to Turning Point:

Project Development
Glen Davis
Agile Energy, Inc.
1001 Bayhill Drive, Suite 100
San Bruno, CA 94066
Phone: (650) 243-3433
Fax: (650) 243-3434

If to AEP Ohio:

Ohio Power Company
Columbus Southern Power Company
c/o American Electric Power Service Corporation
155 West Nationwide Boulevard

Columbus, OH 43215
Attn: Jay F. Godfrey
Fax: (614) 583-1615

With a copy to: American Electric Power Service Corporation
1 Riverside Plaza, 29th Floor
Columbus, OH 43215
Attn: Bradford R. Signet, Associate General Counsel
Fax: (614) 716-2014

Such notice, demand, request, or other communication will be deemed to be duly given and received (i) on the third Business Day after posting if mailed as provided; (ii) when delivered personally (including delivery by private courier services) unless such day is not a Business Day, in which case such delivery will be deemed to be made as of the next succeeding Business Day, or (iii) in the case of electronic mail, the earlier of (A) when receipt is evidenced by written confirmation generated by the recipient's electronic mail system or other written response, showing successful transmission to the recipient's electronic mail box, and (B) on the third Business Day after sending. Either Party may change any of the above information effective upon written notice to the other Party.

ARTICLE 14 MISCELLANEOUS

14.1 Survival. Sections 2.4, 4.3, 7.3, 7.4 and Articles 8, 9, 10, 11, 13 and 14 shall survive the termination of this Agreement under the conditions and for the period specified therein, or if no such period is specified, for an indefinite period.

14.2 Entire Agreement. This Agreement represents the entire agreement of the Parties relating to the subject matter hereof, and incorporates and supersedes all other prior agreements, arrangements and understandings between the Parties with respect hereto.

14.3 Severability. If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Agreement with a view to effecting, to the extent possible, the original purpose and intent of this Agreement, and the validity and enforceability of the remaining provisions shall not be affected thereby.

14.4 Further Assurances. Each Party agrees to do all acts and things and to execute and deliver such further written instruments, as may from time to time be reasonably required to carry out the terms and provisions of this Agreement.

14.5 Amendment. This Agreement may not be modified or amended except by an instrument in writing signed by authorized representatives of the Parties.

14.6 Waiver. Either Party may by written instrument waive compliance or performance by the other Party with any of the covenants or agreements made to it by the other Party contained in this Agreement. The delay or failure on the part of a Party hereto to insist, in

any one instance or more, upon strict performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such terms, conditions, rights or privileges but the same shall continue and remain in full force and effect. All rights and remedies are cumulative.


14.7 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and nothing herein is intended to benefit any other Person not a party hereto, and no such Person will have any legal or equitable right, remedy or claim under this Agreement.

14.8 Counterparts. This Agreement may be executed in duplicate original counterparts that, together, shall constitute one and the same instrument.


[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.


TURNING POINT SOLAR, LLC

By: 
Name: Glen Davis
Title: Manager

OHIO POWER COMPANY

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

COLUMBUS SOUTHERN POWER COMPANY

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

**EXHIBIT A
TO PARTICIPATION AGREEMENT
BETWEEN TURNING POINT AND AEP OHIO**

DEVELOPMENT BUDGET (TPS Development Activities)

Budget Items	\$ ('000) all figures in thousands
TPS Internal Costs	██████
Contracts - Legal (EPC, Financing, LLC Formation)	██████
Capital Lease - Advisory, Tax, Accounting	██████
Land Control (including farmer relocation)	██████
Due Diligence (Environmental & Geotechnical)	██████
Land Use - Permitting & Environmental	██████
Engineering	██████
PJM Interconnection Process	██████
Public Outreach	██████
Contingency ██████	██████
Grand Total	██████

**EXHIBIT B
TO PARTICIPATION AGREEMENT
BETWEEN TURNING POINT AND AEP OHIO**

**DEVELOPMENT SCHEDULE:
FACILITY MILESTONES**

Task	Date
Land Lease Agreement	07/01/2011
PJM Feasibility Study	07/01/2011
Isofoton Module Supply Agreement	09/01/2011
EPC Contractor Selection	09/01/2011
Property Tax Abatement Plan Executed	10/01/2011
RUS Issues Environmental Decision: FONSI	12/31/2011
PJM System Impact Study	01/01/2012
PUCO – Final Non-Appealable Order	01/04/2012
EPC Contract	01/31/2012
FERC Final Approval	03/06/2012
IRS Private Letter Ruling	03/31/2012
PJM Facilities Study	05/31/2012
PJM SGIA Execution	06/30/2012
Phase 1 Financial Closing	06/30/2012
Phase Substantial Completion – Phase 1	03/31/2013
Phase 2 Financial Closing	06/30/2013
Phase Substantial Completion – Phase 2	03/31/2014
Phase 3 Financial Closing	06/30/2014
Phase Substantial Completion – Phase 3	03/31/2015

EXHIBIT C
TO PARTICIPATION AGREEMENT
BETWEEN TURNING POINT AND AEP OHIO

FACILITY DESCRIPTION

The Turning Point Solar Facility is a planned solar energy generation project with a designed maximum output of 49.9 megawatts (MWac). The Facility will consist of approximately 247,000 high efficiency mono-crystalline photovoltaic solar panels, fixed solar racking equipment, inverters to invert the DC electricity to AC electricity, an AC cabling collection system, step up transformers and Facility substation (12.4kV to 69kV), solar irradiance metering devices and associated equipment, SCADA system, and related equipment. The Facility will be laid out in an east-west grid, facing south and covering approximately 777 acres of land. The Facility's land description is further described in Exhibit D.

The Facility will also be comprised of site improvements such as foundations, an O&M building, roads, fences and drainage features for storm water management.

The Facility will be located in Noble County, OH and will interconnect to Ohio Power Company's South Cumberland substation (69 kV) which is located approximately 1 mile from the Facility substation. The interconnection facilities will be more fully described in the Interconnection Agreement once executed (reference PJM Queue numbers W-3 111, W-3 112, W-3 113).

**EXHIBIT D
TO PARTICIPATION AGREEMENT
BETWEEN TURNING POINT AND AEP OHIO**

LAND DESCRIPTION

The Land is approximately 777.15 acres and is situated in the Township of Brookfield, County of Noble and State of Ohio and known as being part of Sections 8, 9, 16, and 17, Township 8, Range 10 and more fully described as follows:

Beginning at a point in the center of County Road 20 (Chapel Road), said point being easterly approximately 2320 feet from the intersection of State Route 83; thence S 74° 23' 03" E for a distance of 581.65 feet to a point;

Thence, N 28° 21' 43" E for a distance of 234.62 feet to a point;

Thence, S 80° 19' 23" E for a distance of 715.47 feet to a point of curvature;

Thence along the arc of a curve deflecting to the left a distance of 502.01 feet, said curve having a radius of 175.00 feet, and whose chord bears N 17° 29' 51" E for a distance of 346.74 feet;

Thence, N 64° 40' 55" W for a distance of 606.87 feet to a point;

Thence, N 43° 30' 15" W for a distance of 726.58 feet to a point;

Thence, N 61° 05' 57" W for a distance of 648.12 feet to a point of curvature;

Thence along the arc of a curve deflecting to the right a distance of 553.38 feet, said curve having a radius of 260.00 feet, and whose chord bears N 00° 07' 30" W for a distance of 454.69 feet;

Thence, N 60° 50' 56" E for a distance of 805.27 feet to a point of curvature in the center of a road;

Thence along the road the next six courses:

Thence along the arc of a curve deflecting to the right a distance of 980.19 feet, said curve having a radius of 12643.49 feet, and whose chord bears N 84° 27' 24" E for a distance of 979.95 feet;

Thence along the arc of a curve deflecting to the right a distance of 1473.23 feet, said curve having a radius of 5774.04 feet, and whose chord bears S 88° 04' 30" E for a distance of 1469.24 feet;

Thence, S 84° 45' 55" E for a distance of 793.36 feet to a point of curvature;

Thence along the arc of a curve deflecting to the left a distance of 1313.93 feet, said curve having a radius of 1684.02 feet, and whose chord bears N 70° 51' 31" E for a distance of 1280.86 feet;

Thence along the arc of a curve deflecting to the right a distance of 470.93 feet, said curve having a radius of 522.73 feet, and whose chord bears N 74° 02' 41" E for a distance of 455.16 feet;

Thence, S 36° 12' 45" E for a distance of 804.98 feet to a point;

Thence, S 53° 47' 15" W for a distance of 299.95 feet to a point;

Thence, S 36° 12' 45" E for a distance of 260.00 feet to a point;

Thence, N 53° 47' 15" E for a distance of 299.95 feet to a point in the center of a road;

Thence along the road the next six courses:

Thence, S 36° 12' 45" E for a distance of 193.52 feet to a point;

Thence, S 00° 52' 55" E for a distance of 423.75 feet to a point;

Thence, S 17° 44' 04" W for a distance of 1327.67 feet to a point;

Thence, S 24° 07' 03" W for a distance of 2398.03 feet to a point;

Thence S 08° 51' 11" W a distance of 2730.11 feet to a point;

Thence, S 42° 02' 02" W for a distance of 795.33 feet to a point;

Thence, N 40° 40' 17" W for a distance of 1727.15 feet to a point;

Thence, N 40° 26' 43" E for a distance of 318.65 feet to a point of curvature;

Thence along the arc of a curve deflecting to the left a distance of 2269.41 feet, said curve having a radius of 4105.40 feet, and whose chord bears N 59° 49' 18" W for a distance of 2240.63 feet;

Thence, S 27° 59' 44" W for a distance of 474.68 feet to a point;

Thence, N 65° 03' 06" W for a distance of 841.87 feet to a point;

Thence, N 27° 20' 01" E for a distance of 406.26 feet to a point;

Thence, N 61° 32' 51" W for a distance of 1494.22 feet to a point;

Thence, N 28° 11' 41" E for a distance of 258.91 feet to a point;

Thence, N 57° 03' 25" W for a distance of 414.62 feet to a point;

Thence, N 04° 58' 23" E for a distance of 125.43 feet to a point;

Thence, N 21° 07' 11" W for a distance of 545.93 feet to a point of curvature;

Thence along the arc of a curve deflecting to the right a distance of 403.71 feet, said curve having a radius of 200.00 feet, and whose chord bears N 36° 42' 25" E for a distance of 338.58 feet;

Thence, S 85° 27' 58" E for a distance of 843.33 feet to a point;

Thence, S 74° 40' 09" E for a distance of 318.51 feet to a point;

Thence, N 16° 45' 40" E for a distance of 584.43 feet to the **PLACE OF BEGINNING** and containing 33852570.54 square feet (777.15 acres) as calculated and described by Daniel J. Gerson PS 8137 for URS Corporation in April 2011.

EXHIBIT E
TO PARTICIPATION AGREEMENT
BETWEEN TURNING POINT AND AEP OHIO

MATERIAL PERMITS

Permit	Agency
NEPA	US Rural Utility Service
Stormwater Pollution Prevention Permit & Plan	Ohio EPA & Noble County Engineer
Site Plan	Noble County Engineer
Traffic Control Plan	Noble County Engineer
Fire Suppression	Washington County Building Department
Critical Structures (Structural)	Washington County Building Department
Mechanical	Washington County Building Department
Electrical	Washington County Building Department

EXHIBIT F
TO PARTICIPATION AGREEMENT
BETWEEN TURNING POINT AND AEP OHIO
SPECIFIC DEVELOPMENT RESPONSIBILITIES

"Sole" means that a Party has the sole responsibility, using commercially reasonable efforts, and right to pursue the development objective; the other Party shall have no responsibility or right of approval except the responsibility to promptly provide any information relating to the Facility requested by the other Party and a right to review information relating to the development objective upon reasonable request.

"Lead" means that a Party has the primary responsibility, using commercially reasonable efforts, and right to pursue the development objective; the other Party shall have responsibility to support the efforts of the lead Party, using commercially reasonable efforts, and the right to consult with the lead Party and to review all material information, communications and agreements (in draft or final form). At the request of the lead Party, the other Party may agree to lead certain aspects of the development objective, such as the negotiation and drafting of agreements. Further, if AEP Ohio is the lead Party, it shall have the right to make final decisions regarding any material aspects of the development objective; if Turning Point is the lead Party, it shall be required to obtain AEP Ohio's approval of final decisions regarding any material aspects of the development objective. If both Parties are designated as the lead Party, each Party has equal responsibility and right to pursue the development objective, using commercially reasonable efforts, and AEP Ohio shall have the right to make final decisions regarding any material aspects of the development objective.

"Support" means that a Party shall provide, promptly upon request from the lead Party, all information, review, analysis and feedback necessary to assist with the progress toward achievement of the development objective, using commercially reasonable efforts, including attendance at meetings with third parties scheduled by the lead Party.

	Description of Activity	Turning Point Responsibility			AEP Ohio Responsibility		
		Sole	Lead	Support	Sole	Lead	Support
1.	At the earliest reasonable date obtain firm commitments from Module Supplier(s) or suppliers of solar racking systems, inverters or other major solar Equipment to be supplied to and installed at the Facility to support a minimum of 300 Permanent Jobs by relocating manufacturing facilities to Ohio and/or increasing permanent employment at their existing Ohio manufacturing facilities,		XX				XX

	Description of Activity	Turning Point Responsibility			AEP Ohio Responsibility		
		Sole	Lead	Support	Sole	Lead	Support
2.	At the earliest reasonable date obtain firm commitments from EPC Construction Contractors and subcontractors to construct the Facility to support approximately 300 construction jobs during construction of the Facility		XX				XX
3.	Other than procurement of Modules and solar racking systems and other Equipment sourced from Ohio manufacturing facilities, utilization of competitive bidding for the procurement of goods and services as required by applicable Laws and in accordance with the requirements for obtaining the RUS Debt Refinancings		XX				XX
4.	Prepare requests for expressions of interest and for bids (including proposed draft contracts and specifications) for selection of the EPC Construction Contractors		XX				XX
5.	Review and analysis of EPC Construction Contractor bids, and recommendation of selections		XX				XX
6.	NEPA permitting process for the Facility		XX				XX
7.	Selection of an insurance plan for the Facility during the pre-construction period		XX				XX
8.	Maintenance of insurance program during the pre-construction period		XX				XX
9.	Recommend environmental consultants and environmental contractors for the Facility		XX				XX
10.	Negotiate contracts with environmental consultants and environmental contractors for the Facility		XX				XX
11.	Manage contracts with environmental consultants and environmental contractors for the Facility		XX				XX
12.	Preparation of the Construction Management Plan for the Facility, including selection of an insurance plan for the construction period		XX				XX
13.	Preparation of the Operation and Maintenance Budget and the Operation and Maintenance Plan, including a selection of a post-construction insurance plan, for the Facility		XX				XX
14.	Identify and analyze requirements for all necessary federal, state and local		XX				XX

	Description of Activity	Turning Point Responsibility			AEP Ohio Responsibility		
		Sole	Lead	Support	Sole	Lead	Support
	Permits (other than the Final PUCO Order and the FERC Approval)						
15.	Manage application process for Permits for the Facility		XX				XX
16.	Obtain effectiveness of the Final PUCO Order				XX		
17.	Obtain the FERC Approvals				XX		
18.	Negotiation of EPC Construction Contract		XX				XX
19.	Management of the EPC Construction Contract after Development Period			XX		XX	
20.	Negotiation of interconnection study agreements and Interconnection Agreements		XX				XX
21.	Management of Interconnection Agreements after Development Period			XX		XX	
22.	Communications with interconnection provider and PJM regarding interconnection design, metering and other interconnection matters		XX				XX
23.	Negotiation of engineering services agreements related to the detailed Facility design		XX				XX
24.	Management of engineering services agreements related to the detailed Facility design after Development Period			XX		XX	
25.	Management of the Land Acquisition Agreements		XX				XX
26.	Recommend amendments to the Development Budget and the Development Schedule		XX			XX	
27.	Identify, analyze and negotiate all available Tax Abatement Agreements for the Facility and the Land		XX				XX
28.	Negotiation of all other Facility Contracts		XX				XX
29.	Management of all other Facility Contracts after Development Period			XX		XX	
30.	Identify and select third parties that will collectively become the Investor, obtain commitments from Investor to make capital contributions to TPS Generation and negotiate the final terms of the Equity Contribution Agreement			XX		XX	
31.	Identify and select the Construction Lenders, obtain commitments from such Construction Lenders and negotiate the terms of the Construction Debt Financing Documents			XX		XX	

	Description of Activity	Turning Point Responsibility			AEP Ohio Responsibility		
		Sole	Lead	Support	Sole	Lead	Support
32.	Obtain the RUS Obligation Letter(s) setting forth the commitment(s) of the RUS to refinance the Construction Debt Financing with the RUS Debt Refinancing, and negotiate the terms of the RUS Debt Refinancing Documents			XX		XX	
33.	Community outreach programs for the Facility (lead Party will vary by program)		XX			XX	
34.	Government relations programs for the Facility (lead Party will vary by program)		XX			XX	
35.	Preparation and maintenance of Dynamic Model and supporting Facility financial projections			XX		XX	
36.	Discussions or negotiations with labor unions, labor groups, or collective bargaining units			XX		XX	
37.	Establish GATS account and communicate with PJM relating to REC certification			XX		XX	
38.	Registrations with PUCO related to the Facility			XX		XX	
39.	Obtain Private Letter Ruling			XX		XX	
40.	Obtain non-binding letter of intent with respect to OAQDA Loan, and further discussions and negotiations with OAQDA regarding the OAQDA Loan Documents		XX				XX

APPENDIX I
TO PARTICIPATION AGREEMENT
BETWEEN TURNING POINT AND AEP OHIO
FORM OF EQUITY CONTRIBUTION AGREEMENT

See attached.

Confidential

[Note: This form is subject in all respects to negotiations with and comments from Investor.]

**FORM OF
EQUITY CONTRIBUTION AND SUBSCRIPTION AGREEMENT**

by and among

**TURNING POINT SOLAR GENERATION LLC,
[COLUMBUS SOUTHERN POWER COMPANY]**

and

[INVESTOR MEMBER]

Dated as of [_____], 2012

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Exhibits:

Exhibit A Form of Company LLC Agreement

Schedules:

Schedule 1 Required Equity Contributions; Membership Interests

EQUITY CONTRIBUTION AND SUBSCRIPTION AGREEMENT

This Equity Contribution and Subscription Agreement (this "Agreement") is made and entered into as of [____], 2012 (the "Effective Date") by and among (i) Turning Point Solar Generation LLC, a Delaware limited liability company (the "Company"), (ii) Columbus Southern Power Company, an electric utility organized under the laws of the State of Ohio (CSP), and (iii) [____], a [____] ("Investor"). Each of the Company, CSP and Investor is sometimes referred to individually herein as a "Party," and the Company, CSP and Investor are sometimes referred to collectively herein as the "Parties".

INTRODUCTION

A. CSP, Ohio Power Company, an affiliate of CSP, and Turning Point Solar LLC, a developer of solar photovoltaic electric generating facilities ("Turning Point"), have entered into a Participation Agreement, dated as of [____], 2011 (the "Participation Agreement"), pursuant to which CSP, Ohio Power Company and Turning Point are developing a 49.9 MW (ac) solar photovoltaic electric generating facility to be located in Noble County, Ohio (the "Facility").

B. Subject to the terms of the Participation Agreement, CSP agreed (i) to fund a portion of the development and construction costs of the Facility, (ii) to identify and select additional equity investors to assist in funding a portion of the development and construction costs of the Facility, and (iii) to form the Company for purposes of holding the direct ownership interests in the Facility.

C. The Company was formed by filing its certificate of formation with the Secretary of State of the State of Delaware on [____], 2011, and is governed by the Limited Liability Company Agreement of the Company, dated as of [____], 2011, executed by CSP as the initial member of the Company (the "Original LLC Agreement").

D. CSP and Investor each desire for Investor to be admitted as a Member of the Company as of the Phase 1 Financial Closing Date and for the Original LLC Agreement to be amended and restated as set forth in the First Amended and Restated Limited Liability Company Agreement of the Company (the "Company LLC Agreement"), in substantially the form attached hereto as Exhibit A.

E. Each of CSP and Investor desires, subject to the satisfaction or waiver of certain conditions precedent, to make certain capital contributions to the Company on the terms and conditions provided in this Agreement.

AGREEMENT

In consideration of the statements in the foregoing Introduction, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

ARTICLE 1

DEFINED TERMS

[Note: Defined terms and other provisions of this agreement will be reconciled to the Participation Agreement (as amended) and the other Transaction Documents as of the Phase 1 Financial Closing.]

1.1 Definitions. Capitalized terms used but not otherwise defined in this Agreement have the following meanings:

"Act" means the Delaware Limited Liability Company Act, Delaware Code Ann. 6, Sections 18-101, et seq. and any successor statute, as the same may be amended from time to time.

"AEP Ohio Work Product" means all of the Work Product (as defined in the Participation Agreement) developed by CSP, Ohio Power Company or any of their Affiliates prior to the Phase 1 Financial Closing Date.

"AEPSC" means American Electric Power Service Corporation, an Affiliate of CSP.

"Affiliate" means, with respect to any Person, any other Person that Controls, is Controlled by or is under common Control with such other Person.

"Agreed Value" of any Contributed Property means the Fair Market Value of such property at the time of contribution as determined by the Board, without regard to the liabilities deducted from Agreed Value pursuant to clause (a) of the definition of Net Agreed Value. The Board shall use such method as it determines appropriate to allocate the aggregate Agreed Value of Contributed Properties contributed to the Company in a single or integrated transaction among each separate property on a basis proportional to the Fair Market Value of each Contributed Property.

"Agreement" is defined in the preamble.

"Appurtenant Rights" means (i) all agreements, easements, rights of way (including the right of way granted under the Right of Way Agreement for the 69 kv tie line) or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to the Land or the Improvements, including the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to the Land and (ii) all permits, licenses and rights, whether or not of record, appurtenant to the Land.

"Block" means all Equipment (including (i) tables of modules, any underground or overground collection system cables, grounding transformers, combiner boxes, junction boxes, disconnect switches, breakers and any other Equipment connecting such tables of Modules to the inverter input, (ii) the inverter and padmount transformer, and (iii) any underground or overground collection system cables, grounding transformers, junction boxes, disconnect switches, breakers and other equipment connecting such inverter and transformer to the medium voltage bus) necessary to transmit electricity from modules having an aggregate nominal rating of 1 MWac.

"Block Turnover Date" means the date on which Lessor assumes the care, custody and control of and risk of loss with respect to any Block and commences delivery to the grid of commercial quantities of electricity generated by such Block, which shall be the day following the Block Substantial Completion Date (as defined in the EPC Construction Contract) for such Block.

"Business" means (i) engaging in the transactions contemplated by the Transaction Documents; (ii) owning, operating, financing and managing the Facility subject to the Facilities Leases, and (iii) engaging in any other business or activity that now or in the future may be necessary, proper, or advisable to accomplish the foregoing purpose and that is not forbidden by applicable Law.

"Business Day" means any day on which commercial banks in New York City, New York and Columbus, Ohio are open for business.

"Business Services Agreement" means the business services agreement to be entered into between AEPSC and the Company on or prior to the Phase 1 Financial Closing.

"Capital Contribution" means any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Member contributes to the Company.

"Carrying Value" means (a) with respect to Contributed Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and cost recovery deductions charged to the Members' Capital Accounts in respect of such Contributed Property, and (b) with respect to any other Company property, the adjusted basis of such property for federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with Section 4.5(d)(i) and Section 4.5(d)(ii) to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Company properties, as deemed appropriate by the Board.

"Closing Date" means any LCD Closing Date, Financial Closing Date or the date of any RUS Debt Refinancing Closing.

"Closing Date Certain" means (i) with respect to Phase 1, June 30, 2013; (ii) with respect to Phase 2, June 30, 2014; and (iii) with respect to Phase 3, June 30, 2015; provided that each such date shall be extended on a day-for-day basis, but in each case in no event for an extension period exceeding 184 days, for each full day with respect to which Development Activities are delayed by a Force Majeure Event.

"Closing Purchase Price Amount" means the sum of (i) [REDACTED]

"Code" means the Internal Revenue Code of 1986, and the rules and regulations promulgated thereunder.

"Company" is defined in the preamble.

"Company LLC Agreement" is defined in the Introduction.

"Confidential Information" is defined in Section 8.8(b).

"Confidential Writing" is defined in Section 8.8(b).

["Confidentiality Agreement" means each agreement between Investor or its Affiliates and CSP regarding confidential treatment of information disclosed between them and their Representatives in relation to the transactions contemplated by the Transaction Documents.]

"Construction Debt Financing" means the loans obtained by the Company pursuant to the Construction Debt Financing Documents.

"Construction Debt Financing Documents" means the commitment letters, loan and credit agreements, notes, security agreements, intercreditor agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the development, bridge or construction debt financing for each Phase of the Facility.

"Construction Lenders" means, collectively, any lender(s) or any other financiers providing any Construction Debt Financing.

"Construction Management Agreement" means a construction management agreement to be entered into between AEPSC and the Company on or prior to the Phase 1 Financial Closing for purposes of obtaining the Construction Debt Financing.

"Contributed Property" means each property or other asset, in such form as may be permitted by the Act, but excluding cash, contributed to the Company. Once the Carrying Value of a Contributed Property is adjusted pursuant to the Company LLC Agreement, such property shall no longer constitute a Contributed Property, but shall be deemed an Adjusted Property.

"Control" (including its derivatives and similar terms) of a Person means ownership, directly or indirectly, of 50% or more of the voting securities of such Person or the power to direct the management or policies of such Person, whether by operation of law, by contract or otherwise.

"Creditworthy Entity" means a Person having at the applicable time a credit rating of (i) BBB or better from Standard & Poor's Rating Services and (ii) Baa2 or better from Moody's Investors Service, Inc.

"CSP" is defined in the preamble.

"Debt" means, with respect to any Person, at any particular date: (a) all indebtedness of such Person for borrowed money, for the deferred purchase price of property or services, vendor financing arrangement or similar credit facilities provided by vendors or other Persons having a commercial relationship with such Person; (b) the face amount of all letters of credit issued for the account of such Person and, without duplication, all drafts drawn thereunder; and (c) lease obligations of such Person which, in accordance with GAAP, should be capitalized.

"Development Activities" means the activities to be undertaken by CSP, Ohio Power Company and Turning Point pursuant to the Participation Agreement.

"Development Assets Purchase Agreement" means the development assets purchase agreement with respect to the Pre-Closing Development Assets in substantially the form attached to the Participation Agreement as Appendix III.

"Development Budget" means the agreed budget for the Development Activities attached to the Participation Agreement as Exhibit A.

"Development Costs" means certain costs funded by CSP, Ohio Power Company and Turning Point pursuant to, and as defined in, the Participation Agreement.

"Dispute" means any dispute, claim (of any and every kind or type, whether based on contract, tort, statute, regulation, or otherwise, including counterclaims and cross-claims), conflict, controversy or disagreement arising out of, relating to, or connected with this Agreement, or any provision hereof, including any dispute as to the construction, validity, interpretation, enforceability, violation, default or breach of this Agreement.

"Effective Date" is defined in the preamble.

"EPC Construction Contract" means the engineering, procurement and construction contract entered into with the EPC Construction Contractor for Phase 1, Phase 2 and Phase 3.

"EPC Construction Contractor" means the counterparty to the EPC Construction Contracts for each Phase.

"Equipment" means all "equipment" as defined in Article 9 of the Uniform Commercial Code and, to the extent not otherwise included, all of the following equipment: solar photovoltaic modules, solar racking systems, dc collection lines, inverters, ac collection lines, pad mount transformers, step-up transformers, interconnection facilities, transmission lines, and other personal property purchased, leased or otherwise acquired at any time attached to, contained in or used or usable in connection with operation or maintenance of, the Facility, and all parts thereof, additions and accessions thereto, and replacement parts therefor.

"Equity Capital Contribution Amount" means, with respect to any Phase, and (i) with respect to CSP, cash in the amount of CSP's Membership Interest multiplied by the Required Equity Amount for such Phase; provided, however, that the sum of CSP's Membership Interest of the aggregate Required Equity Amounts for all three Phases shall not exceed \$20,000,000; and (ii) with respect to Investor, cash in the amount of Investor's Membership Interest multiplied by the Required Equity Amount for such Phase; provided, however, that the sum of Investor's Membership Interest of the aggregate Required Equity Amounts for all three Phases shall not exceed \$ _____.

"Facilities Lease" means, with respect to any Phase, a Facilities Lease Agreement to be entered into by or on behalf of the Company and each of CSP and Ohio Power Company with respect to such Phase based on form attached to the Participation Agreement as Appendix II, but as subsequently negotiated by the parties thereto.

"Facility" means the Land (including all Appurtenant Rights) and the Improvements (including the Fixtures and Equipment) constructed thereon, which is contemplated to be a 49.9 MW (ac) solar photovoltaic electrical generating facility and related facilities located in Noble County, Ohio, as more specifically described in Exhibit C to the Participation Agreement.

"Facility Contracts" means the Material Facility Contracts and any other agreement entered into by or on behalf of the Company, with any Person for the acquisition of property or property rights, or the provision of materials, goods or services essential to the development, construction, financing, operation or maintenance of the Facility or for guaranteeing the performance of such agreements.

"Fair Market Value" means the value of any specified interest or property, which shall not in any event be less than zero, that would be obtained in an arm's length transaction for cash between an informed and willing buyer and an informed and willing seller, neither of whom is under any compulsion to purchase or sell, respectively, and without regard to the particular circumstances of the buyer or seller.

"FERC" means the Federal Energy Regulatory Commission.

"FERC Approvals" is defined in Section 2.3(d).

"Final PUCO Order" is defined in Section 2.3(a). For the avoidance of doubt, any PUCO order or orders shall not individually or collectively constitute the Final PUCO Order and shall not be deemed issued or received until all applicable appeals have been finally settled and determined and no further appeals are permitted by applicable Law.

"Financial Closing" is defined in Section 2.2.

"Financial Closing Date" is defined in Section 2.2.

"Fixtures" means any items of Equipment at any time affixed to or constituting a part of any Improvements, including all components thereof, located in or on the Land, together with all replacements, modifications, alterations and additions thereto.

"GAAP" means generally accepted accounting principles as recognized by the American Institute of Certified Public Accountants, as in effect from time to time, consistently applied and maintained on a consistent basis for a Person throughout the period indicated and consistent with such Person's prior financial practice.

"Governmental Approval" means any permit, license, approval or authorization of, filing with, or notice to any Governmental Authority.

"Governmental Authority" means any federal, state, tribal, county, municipal, or other authority or judicial, executive, administrative, legislative or regulatory agency, board, body, department, bureau, commission, instrumentality, court tribunal or quasi governmental authority (or a combination or permutation thereof) in any jurisdiction (domestic or foreign) having jurisdiction over the Facility or any portion thereof, or a Party, or any of the Transactions or matters contemplated by this Agreement.

"Guaranty Agreement" means a guaranty agreement substantially in the form of Annex A to the Company LLC Agreement, guarantying the obligations of a Member arising under this Agreement and the Company LLC Agreement.

"Improvements" shall mean all buildings, structures, and other improvements of every kind (including Fixtures and Equipment) existing at any time and from time to time on or under the Land, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all additions to or changes in such Improvements at any time located on the Land.

"Indemnatee" is defined in Section 7.2.

"Indemnitor" is defined in Section 7.2.

"Insolvency Event" means, with respect to any Person, (a) such Person's (i) failure to generally pay its debts as such debts become due, (ii) admitting in writing its inability to pay its debts generally or (iii) making a general assignment for the benefit of creditors; (b) any proceeding being instituted by or against such Person (i) seeking to adjudicate it as bankrupt or insolvent, (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or (iii) seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against such Person, either such

proceeding shall remain undismissed for a period of 60 days or any of the actions sought in such proceeding shall occur; or (c) such Person's taking any action to authorize any of the actions set forth above in this definition.

"Interconnection Agreement" means the Phase 1 Interconnection Agreement, the Phase 2 Interconnection Agreement or the Phase 3 Interconnection Agreement.

"Investor" is defined in the preamble.

"IRS" means the Internal Revenue Service and any successor agency.

"Land" means the approximately [750] acre parcel of land located in Noble County, Ohio upon which the Facility will be located and all Appurtenant Rights thereto. [Pending Survey.]

"Land Acquisition Agreements" means (i) that certain Lease Agreement by and between Franklin Real Estate Company and Turning Point, dated to be effective as of [____], 2011 and (ii) that certain [Right of Way Agreement(s)] by and between Franklin Real Estate Company and Turning Point, dated to be effective as of [____], 2011.

"Law" means any statute, law, treaty, rule, code, common law, ordinance, regulation, permit, interpretation, certificate, order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority.

"LCD Closing" means, with respect to each Phase, a closing among the Company, CSP and Ohio Power Company to be held on the Lease Commencement Date for such Phase and at which (i) each of CSP and Ohio Power Company execute and deliver to the Company a Facilities Lease Supplement under the Facilities Lease for such Phase, and (ii) the Company executes and delivers to CSP and Ohio Power Company a Facility Contracts Assignment Agreement under the Facilities Lease for such Phase.

"Lease Commencement Date" means, with respect to each Phase, the Block Turnover Date for the first Block or Blocks comprising a portion of such Phase to achieve Block Substantial Completion (as defined in the EPC Construction Contract).

"Major Supply Agreement" means one or more supply agreements for the procurement of inverters and racking systems to be installed at the Facility.

"Material Facility Contracts" means the Land Acquisition Agreements, the Tax Abatement Agreements, the Interconnection Agreements, the Major Supply Agreements, the MSA and the EPC Construction Contract.

"Material Permits" means all material Permits anticipated to be required by the Company to construct, own, lease or operate the Facility, as set forth in Exhibit E to the Participation Agreement.

"Member" means any Person executing the Company LLC Agreement as of the date of the Company LLC Agreement as a member of the Company or any Person admitted to the Company as a member as provided in the Company LLC Agreement (each in the capacity as a member of the Company), but does not include any Person who has ceased to be a member of the Company.

"Membership Interest" means the interest of a Member in the Company, including rights to distributions (liquidating or otherwise), allocations, and to vote, consent or approve, if any.

"Module Supplier" means [Isofoton] [the supplier of solar photovoltaic modules pursuant to the MSA for each Phase].

"MSA" means any Module Supply Agreement entered into with the Module Supplier for Phase 1, Phase 2 or Phase 3.

"NEPA" means the National Environmental Policy Act of 1969, and the rules and regulations promulgated thereunder.

"NEPA Approval" is defined in Section 2.3(h).

"Net Agreed Value" means (a) in the case of any Contributed Property, the Agreed Value of such property reduced by any liabilities either assumed by the Company upon such contribution or to which such property is subject when contributed, and (b) in the case of any property distributed to a Member or Transferee by the Company, the Company's Carrying Value of such property (as adjusted pursuant to Section 4.5(d)(ii)) at the time such property is distributed, reduced by any indebtedness either assumed by such Member or Transferee upon such distribution or to which such property is subject at the time of distribution as determined under section 752 of the Code.

"Original LLC Agreement" is defined in the Introduction.

"Participation Agreement" is defined in the Introduction.

"Party" means a party to this Agreement.

"Permanent Job" means a new, permanent job at a manufacturing or assembly plant for any solar modules, solar racking systems, inverters, or other major solar facility Equipment that will be installed at the Facility under the Facility Contracts, and that has been created by a company that, after the Effective Date, has either located, relocated or increased permanent

"Permit" means any permit, license, approval, certificate, letter ruling, order, decree, judgment, writ, injunction or similar action of any Governmental Authority, anticipated to be required in connection with the Facility.

"Person" means any natural person, corporation, company, partnership, business trust, Governmental Authority or other entity.

"Phase" means Phase 1, Phase 2 or Phase 3.

"Phase 1" means the first phase of construction of the Facility, comprising 20 MW (ac).

"Phase 1 Financial Closing" is defined in Section 2.3.

"Phase 1 Financial Closing Date" is defined in Section 2.3.

"Phase 1 Interconnection Agreement" means the [Standard Small Generator Interconnection Agreement] to be entered into between Turning Point and [CSP][OP], in its capacity as transmission company, with respect to PJM Queue #W3-111.

"Phase 2" means the second phase of construction of the Facility, comprising 15 MW (ac).

"Phase 2 Interconnection Agreement" means the [Standard Small Generator Interconnection Agreement] to be entered into between Turning Point and [CSP][OP], in its capacity as transmission company, with respect to PJM Queue #W3-112.

"Phase 3" means the third phase of construction of the Facility, comprising 14.9 MW (ac).

"Phase 3 Interconnection Agreement" means the [Standard Small Generator Interconnection Agreement] to be entered into between Turning Point and [CSP][OP], in its capacity as transmission company, with respect to PJM Queue #W3-113.

"Phase FC Contribution Amount" means, with respect to any Phase, the amount of the portion, if any, of the Equity Capital Contribution Amount for such Phase required to be contributed by CSP or Investor, as applicable, on the Financial Closing Date for such Phase pursuant to the terms of the Construction Debt Refinancing Documents.

"Phase Subsequent Contribution Amount" means, with respect to any Phase, the amount of the portion, if any, of the Equity Capital Contribution Amount for such Phase required to be contributed by CSP or Investor, as applicable, after the Financial Closing Date for such Phase pursuant to the terms of the Construction Debt Financing Documents.

"Pre-Closing Development Assets" means the Land Acquisition Agreements and any other Facility Contracts and Permits entered into by or issued to Turning Point, and all AEP Ohio Work Product and other development assets relating to the Facility upon Phase 1 Financial Closing and assigned to the Company effective as of the Phase 1 Financial Closing Date.

"Private Letter Ruling" means *[written guidance from the IRS confirming that AEP Ohio's intended application of depreciation and the ITC associated with the Facility are consistent with the normalization rules under the Code]*.

"Projections" is defined in Section 5.9.

"PUCO" means the Public Utilities Commission of Ohio.

"PUHCA" means the Public Utility Holding Company Act of 2005.

"Representative" means, with respect to any Person, the existing or potential shareholders, members, partners, investors or lenders of, in or to such Person, or the officers, directors, employees, representatives or agents (including investment bankers, financial advisors, attorneys, accountants, brokers and other advisors) of such Person.

"Required Equity Amount" means, with respect to any Phase, the greater of (i) the aggregate amount required by the Construction Lenders to be contributed by CSP and Investor to the Company in connection with the Construction Debt Financing for such Phase, and (ii) the aggregate amount required by the RUS to be contributed by CSP and Investor to the Company in connection with the RUS Debt Refinancing for such Phase.

"RUS" means the Rural Utility Service.

"RUS Debt Refinancing" means the term loans obtained by the Company from the RUS pursuant to the RUS Debt Refinancing Documents.

"RUS Debt Refinancing Closing" means, with respect to each Phase, a closing among the RUS, the Company, CSP and Ohio Power Company pursuant to which the RUS Debt Refinancing for such Phase occurs pursuant to the RUS Debt Refinancing Documents for such Phase.

"RUS Debt Refinancing Documents" means the loan and credit agreements, notes, bonds, indentures, guaranties, security agreements, intercreditor agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the RUS term debt financing for the Facility.

"RUS Obligation Letter" means, with respect to any Phase, a letter agreement or other agreement or document containing a binding (save for the RUS' usual and customary conditions to funding) commitment and obligation by the RUS to deliver funds to retire all or a portion of the Construction Debt Financing for the applicable Phase.

"Securities Act" is defined in Section 5.6.

"Subscriptions" is defined in Section 2.1(a).

"Target Closing Date" means (i) with respect to Phase 1, June 30, 2012; (ii) with respect to Phase 2, June 30, 2013; and (iii) with respect to Phase 3, June 30, 2014.

"Tax Abatement Agreement" means any agreement relating to any abatement or reduction of property taxes or other local taxes with respect to the Facility or the Company with Noble County, Ohio or any other local or state Governmental Authority.

"Transaction Documents" means the Company LLC Agreement, this Agreement, the Participation Agreement, the Development Assets Purchase Agreement, and Guaranty Agreement, and each of the other documents required to be executed and delivered on the Effective Date or on any Closing Date, individually and collectively.

"Transactions" means the transactions contemplated by this Agreement.

"Turning Point" is defined in the Introduction.

1.2 General Construction. Except as otherwise expressly provided herein, the following rules shall apply to the usage of terms in this Agreement:

(a) The terms defined above have the meanings set forth above for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb).

(c) "Include," "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import.

(d) "Writing," "written" and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

(e) References to a Person are also to its permitted successors and assigns, and references to any Governmental Authority are also to its successor.

(f) Any term defined above by reference to any agreement, instrument or Law has such meaning whether or not such agreement, instrument or Law is in effect.

(g) The headings of the Sections and subsections of this Agreement are included for convenience only and shall not be deemed to constitute a part of this Agreement.

(h) "Hereof," "herein," "hereunder" and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or exhibit or schedule or other attachment thereto. All references herein to Exhibits, Schedules, Appendices, Articles, Sections or subdivisions thereof will refer to the corresponding Exhibits, Schedules, Appendices, Article, Section or subdivision thereof of this Agreement unless specific reference is made to such exhibits, articles, sections or subdivisions of another document or instrument.

(i) Pronouns, whenever used in any agreement or instrument that is governed by this Agreement and of whatever gender, shall include all Persons. References to any gender include, unless the context otherwise requires, references to all genders.

(j) The word "or" will have the inclusive meaning represented by the phrase "and/or," "shall" and "will" have equal force and effect.

(k) Whenever the consent or approval of a Party is required pursuant to this Agreement, unless expressly stated that such consent or approval is to be given in the sole discretion of such Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

(l) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(m) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(n) Any agreement, instrument or Law defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or Law as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

(o) Unless otherwise specified, all references contained in this Agreement, in any Exhibit or Schedule referred to therein or in any instrument or document delivered pursuant thereto to dollars or "\$" shall mean United States dollars.

(p) The Parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the respective Parties thereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement, as the case may be.

ARTICLE 2

SUBSCRIPTION; CAPITAL CONTRIBUTIONS; CLOSINGS

2.1 Agreement to Make Capital Contributions. *[Note: CSP's commitment to make any capital contributions to the Company is subject to the confirmation by PUCO, as part of the Final PUCO Order, that the timing of such contributions as set forth in this Agreement and the Participation Agreement (2012, 2013 and 2014) satisfies CSP's obligations under all orders issued by PUCO in the SEET proceeding (PUCO Case No. 10-1261-EL-UNC)].*

(a) Subject to the terms and conditions in this Agreement, on the Phase 1 Financial Closing Date, (i) each of CSP and Ohio Power Company shall assign to the Company the AEP Ohio Work Product to the Company by executing and delivering the Development Assets Assignment Agreement, and (ii) each of Investor and CSP will make a Capital Contribution in the amount of its respective Phase FC Contribution Amount for Phase 1 to the Company, all in exchange for the Membership Interests set forth on Schedule 2 attached hereto (such transactions being referred to herein as the "Subscriptions") upon the satisfaction, or waiver in writing by the Party entitled to the benefit of such conditions, of the conditions set forth in Section 2.3 and Section 2.4; provided that if the respective conditions to the obligations of Investor, CSP, and the Company as provided in Section 2.3 and Section 2.4 (other than the Subscriptions and the making of the initial Capital Contributions) are satisfied on a non-Business Day or after 3:00 p.m. (Central time) on a Business Day, then Investor and CSP shall authorize payment of the initial Capital Contributions via wire transfer on the Phase 1 Financial Closing Date for receipt by the Company by the end of the next Business Day).

(b) Subject to the terms and conditions in this Agreement, on each of the Phase 2 Financial Closing Date and the Phase 3 Financial Closing Date, if any, each of Investor and CSP will make a Capital Contribution equal to its respective Phase FC Contribution Amount for such Phase upon the satisfaction, or waiver in writing by the Party entitled to the benefit of such conditions, of the conditions set forth in Section 2.6 and Section 2.7.

(c) On or prior to the dates required by the terms of the Construction Debt Financing Documents, each of Investor and CSP will make a Capital Contribution equal to its respective Phase Subsequent Contribution Amount for such dates.

(d) If at any time on and after the Effective Date a Member does not qualify as a Creditworthy Entity, then such Member shall cause a Guaranty Agreement from a Creditworthy Entity to be executed and delivered to the other Party and the Company within [10] Business Days following the date on which the Member is not qualified as a Creditworthy Entity. The other Party shall return such Guaranty Agreement to such Member promptly upon such Member subsequently qualifying as a Creditworthy Entity.

2.2 Financial Closings. Subject to the termination rights in Section 6.1, the making of the Capital Contributions for each Phase by Investor and CSP and the consummation of the other transactions contemplated to occur simultaneously or in succession in connection therewith (each, a "Financial Closing") will take place (a) at the offices of [Bracewell & Giuliani LLP in New York, New York] at 10:00 a.m. on the date that is three Business Days following the date

that all of the conditions in Sections 2.3 and 2.4 or 2.6 and 2.7, as applicable, have either been satisfied or waived in writing by the Party entitled to the benefit of such conditions, other the actual making of the Capital Contributions, or (b) at such other place and time as Investor and CSP may agree in writing (each such date as determined under clause (a) or (b), a "Financial Closing Date"). Each of the documents to be delivered pursuant to Sections 2.3 and 2.4 or 2.6 and 2.7 shall be deemed to be executed and delivered simultaneously, and no such document shall be of any force or effect until all such documents are executed and delivered and the Closing is consummated.

2.3 Conditions Precedent to the Obligations of CSP and the Company at the Phase 1 Financial Closing. The obligations of CSP and the Company to consummate the Financial Closing for Phase 1 will be subject to the fulfillment of each of the following conditions (any or all of which may be waived in writing in whole or in part by CSP or the Company, as applicable, in its sole discretion):

(a) Effectiveness of an order or orders issued by the PUCO authorizing CSP to recover from Ohio retail ratepayers all costs associated with the Transactions through a non-bypassable surcharges; provided, however, that CSP will not be required to accept any condition or limitation contained such order or orders, whether imposed with respect to the Transactions or with respect to any other matter contained in such order, that is unacceptable to CSP in its sole discretion; and provided further that all applicable appeals have been finally settled and determined and no further appeals are permitted by applicable Law (the "Final PUCO Order");

(b) Turning Point, the Company or the EPC Construction Contractor shall have entered into one or more Facility Contracts related to the Facility with one or more suppliers of Modules, solar racking systems or inverters sourced from equipment manufacturing facilities located within the State of Ohio that have demonstrated, to CSP's reasonable satisfaction, that the supply of such Modules or other equipment to the Company or such EPC Construction Contractor, in the aggregate, has resulted or will result in the creation of approximately 300 Permanent Jobs;

(c) Turning Point or the EPC Construction Contractor shall have demonstrated, to CSP's reasonable satisfaction, that the construction of the Facility will result in the creation of approximately 300 temporary construction jobs;

(d) Issuance by the FERC of a final, non-appealable order in favor of CSP confirming the Company's status as an exempt wholesale generator and granting market-based rate authority to the Company; provided, however, that AEP Ohio will not be required to accept any condition or limitation contained in such confirmation or grant, whether imposed with respect to the Transactions or with respect to any other matter contained in such confirmation or grant, that is unacceptable to AEP Ohio in its sole discretion (the "FERC Approvals");

(e) Approval of the Transactions by the boards of directors of CSP and American Electric Power Company, Inc.;

(f) The Material Facility Contracts for Phase 1, each in a form satisfactory to CSP in its reasonable discretion (including the duration and terms of the warranties contained

therein, with respect to such matters as defects, degradation and efficiency), shall have been executed and delivered by Turning Point, the Company or the EPC Construction Contractor and the counterparties thereto, and the creditworthiness of each such counterparty (or its credit support provider) is satisfactory to CSP in its reasonable discretion;

(g) Issuance of a favorable Private Letter Ruling from the IRS, upon terms satisfactory to CSP in its sole discretion;

(h) Issuance of a final, non-appealable order under NEPA in favor of Turning Point or the Company (the "NEPA Approval"), and issuance of all other Material Permits for Phase 1 in favor of the Company, in each case upon terms satisfactory to CSP in reasonable discretion;

(i) (i) Delivery by the Investor of its Phase FC Contribution Amount, if any, for Phase 1 to the Company and (ii) execution and delivery by the Investor of any agreement required pursuant to the terms of the Construction Debt Financing Documents with respect to the Phase Subsequent Contribution Amount for Phase 1, if any;

(j) *[Execution and delivery by Investor's guarantor of a Guaranty Agreement:] [If applicable.]*

(k) Execution and delivery of the Construction Debt Financing Documents for Phase 1 by the Construction Lenders and the Company, with respect to Construction Debt Financing for Phase 1 in an aggregate amount determined necessary to cover the anticipated total construction costs of Phase 1 to the extent not funded by Investor or CSP, upon terms satisfactory to CSP in its sole discretion;

(l) Execution and delivery of the RUS Obligation Letter for Phase 1 by the RUS with respect to refinancing of the Construction Debt Financing for Phase 1, in an amount and upon terms satisfactory to CSP in its sole discretion;

(m) Execution and delivery by the Company of the Facilities Leases for Phase 1;

(n) Execution and delivery by the Company of the Construction Management Agreement;

(o) Execution and delivery by the Company of the Business Services Agreement;

(p) Execution and delivery by Turning Point of the Development Assets Purchase Agreement;

(q) Receipt by CSP of all Governmental Approvals (other than the Final PUCO Order, the NEPA Approval and the Private Letter Ruling) necessary or desirable for CSP to consummate the Transactions for Phase 1;

(r) Investor shall have delivered to each of CSP and the Company a certificate of incumbency from its respective secretary or assistant secretary as to the officers of Investor who will execute the Transaction Documents on behalf of Investor; and

(s) [others]

2.4 Conditions Precedent to the Obligations of Investor at the Phase 1 Financial Closing. The obligation of Investor to consummate the Closing will be subject to the fulfillment by CSP and the Company of each of the following conditions (any or all of which may be waived in writing in whole or in part by Investor in its sole discretion):

(a) Effectiveness of the Final PUCO Order;

(b) The Material Facility Contracts for Phase 1, each in a form satisfactory to Investor in its reasonable discretion (including the duration and terms of the warranties contained therein, with respect to such matters as defects, degradation and efficiency), shall have been executed and delivered by Turning Point, the Company or the EPC Construction Contractor and the counterparties thereto, and the creditworthiness of each such counterparty (or its credit support provider) is satisfactory to Investor in its reasonable discretion;

(c) Issuance of the NEPA Approval, and issuance of all other Material Permits in favor of the Company, in each case upon terms satisfactory to Investor in its reasonable discretion;

(d) (i) Delivery by CSP of its Phase FC Contribution Amount, if any, for Phase 1 to the Company and (ii) execution and delivery by CSP of any agreement required by the terms of the Construction Debt Financing Documents with respect to the Phase Subsequent Contribution Amounts for Phase 1, if any;

(e) Execution and delivery of the Construction Debt Financing Agreements for Phase 1 by the Construction Lenders and the Company, with respect to Construction Debt Financing for Phase 1, in an aggregate amount determined necessary to cover the anticipated total construction costs of the Facility to the extent not funded by Investor or CSP, upon terms satisfactory to Investor in its reasonable discretion;

(f) Execution and delivery of the RUS Obligation Letter for Phase 1 by RUS with respect to permanent refinancing of the Construction Debt Financing for Phase 1 in an amount and upon terms satisfactory to Investor in its reasonable discretion;

(g) Execution and delivery by CSP of the Company LLC Agreement substantially in the form attached hereto as Exhibit A;

(h) Execution and delivery by the Company and each of CSP and Ohio Power Company of a Facilities Lease for Phase 1;

(i) Execution and delivery by the Company and AEPSC of the Construction Management Agreement;

(j) Execution and delivery by the Company and AEPSC of the Business Services Agreement;

(k) Execution and delivery by Turning Point, CSP, Ohio Power Company and the Company of the Development Assets Purchase Agreement;

(l) Receipt by Investor of all Governmental Approvals necessary or desirable for Investor to consummate the Transactions for Phase 1; and

(m) Each of CSP, Ohio Power Company and the Company shall have delivered to Investor a certificate of incumbency from its respective secretary or assistant secretary as to the officers of CSP, Ohio Power Company and the Company who will execute the Transaction Documents on behalf of CSP, Ohio Power Company and the Company;

(n) [Others?]

2.5 Use of Proceeds. [The Capital Contributions for Phase 1 shall be applied (i) first, to pay the Closing Purchase Price Amount to Turning Point and to pay CSP and Ohio Power Company for the AEP Ohio Work Product, in each case pursuant to the terms of the Development Assets Purchase Agreement; (ii) second, to fund the Required Equity Contributions under and in accordance with the terms of the [Financing Documents] and (iii) third, as working capital for the Company's performance the activities related to the Business .]

2.6 Conditions Precedent to the Obligations of CSP at each Subsequent Financial Closing. The obligation of CSP to consummate a subsequent Financial Closing will be subject to the fulfillment by the Company, at or before such subsequent Financial Closing Date, of each of the following conditions (any or all of which may be waived in writing in whole or in part by CSP, in each case in its sole discretion):

(a) Continued demonstration, to CSP's reasonable satisfaction, that Turning Point, the Company or the EPC Construction Contractor has entered into one or more Facility Contracts related to the Facility with one or more suppliers of Modules, solar racking systems or inverters sourced from equipment manufacturing facilities located within the State of Ohio that, in the aggregate, will result or have resulted in the creation of approximately 300 Permanent Jobs;

(b) Continued demonstration, to CSP's reasonable satisfaction, that the construction of the Facility will result or has resulted in the creation of approximately 300 temporary construction jobs;

(c) the Material Facility Contracts for such Phase, each in a form satisfactory to CSP in its reasonable discretion (including the duration and terms of the warranties contained therein, with respect to such matters as defects, degradation and efficiency), shall have been executed and delivered by Turning Point, the Company or the EPC Construction Contractor and the counterparties thereto, and the creditworthiness of each such counterparty (or its credit support provider) is satisfactory to CSP in its reasonable discretion;

(d) Issuance of all Material Permits for such Phase in favor of the Company, in each case upon terms satisfactory to CSP in reasonable discretion;

(e) (i) Delivery by Investor of its Phase FC Contribution Amount, if any, for such Phase to the Company and (ii) execution and delivery by the Investor of any agreement required pursuant to the terms of the Construction Debt Financing Documents with respect to the Phase Subsequent Contribution Amounts for Phase 1, if any;

(f) Execution and delivery of the Construction Debt Financing Documents for such Phase by the Construction Lenders and the Company, with respect to Construction Debt Financing for such Phase in an aggregate amount determined necessary to cover the anticipated total construction costs of such Phase to the extent not funded by Investor or CSP, upon terms satisfactory to CSP in its sole discretion;

(g) *[Execution and delivery of the RUS Obligation Letter for such Phase by RUS with respect to refinancing of the Construction Debt Financing for such Phase, in an amount and upon terms satisfactory to CSP in its sole discretion;][If applicable]*

(h) Execution and delivery by the Company of the Facilities Lease for such Phase;

(i) Receipt by CSP of all Governmental Approvals necessary or desirable for CSP to consummate the Transactions for such Phase; and

(j) Occurrence of the LCD Closing and the RUS Debt Refinancing Closing, in each case for the previous Phase;

(k) [others?]

2.7 Conditions Precedent to the Obligations of Investor at each Subsequent Financial Closing. The obligations of Investor to consummate a subsequent Financial Closing will be subject to the fulfillment by CSP or the Company, at or before such subsequent Financial Closing Date, of each of the following conditions (any or all of which may be waived in writing in whole or in part by Investor in its sole discretion):

(a) The Material Facility Contracts for such Phase, each in a form satisfactory to Investor in its reasonable discretion (including the duration and terms of the warranties contained therein, with respect to such matters as defects, degradation and efficiency), shall have been executed and delivered by Turning Point, the Company or the EPC Construction Contractor and the counterparties thereto, and the creditworthiness of each such counterparty (or its credit support provider) is satisfactory to Investor in its reasonable discretion;

(b) Issuance of all Material Permits for such Phase in favor of the Company, in each case upon terms satisfactory to Investor in reasonable discretion;

(c) (i) Delivery by CSP of its Phase FC Contribution Amount, if any, for such Phase to the Company and (ii) execution and delivery by CSP of any agreement required

pursuant to the terms of the Construction Debt Financing Documents with respect to the Phase Subsequent Contribution Amounts for Phase 1, if any;

(d) Execution and delivery of the Construction Debt Financing Documents for such Phase by the Construction Lenders and the Company, with respect to Construction Debt Financing for such Phase in an aggregate amount determined necessary to cover the anticipated total construction costs of such Phase to the extent not funded by Investor or CSP, upon terms satisfactory to Investor in its reasonable discretion;

(e) *[Execution and delivery of the RUS Obligation Letter for such Phase by RUS with respect to refinancing of the Construction Debt Financing for such Phase, in an amount and upon terms satisfactory to Investor in its reasonable discretion;][If necessary]*

(f) Execution and delivery by CSP, Ohio Power Company and the Company of the Facilities Lease for such Phase;

(g) Receipt by Investor of all Governmental Approvals necessary or desirable for Investor to consummate the Transactions for such Phase; and

(h) Occurrence of the LCD Closing and the RUS Debt Refinancing Closing, in each case for the previous Phase;

(i) [others?]

2.8 Use of Proceeds. [The Capital Contributions for Phase 2 and Phase 3 shall be applied (i) first, to fund the Required Equity Contributions under and in accordance with the terms of the [Financing Documents] and (ii) second, as working capital for performing the activities related to the Business .]

2.9 Required Governmental Approvals.

(a) Subject to the terms and conditions of this Agreement, each of the Parties agrees to use commercially reasonable efforts to obtain all Governmental Approvals required by it in order to consummate the Transactions, including the satisfaction of all conditions thereto set forth herein. All appearances, presentations, briefs, and proposals made or submitted by or on behalf of either Party before any Governmental Authority in connection with the approval of this Agreement or the Transactions shall be subject to the control of the Party required to obtain the Governmental Approval from a Governmental Authority; provided, however, that each Party will reasonably consult and cooperate with the other Party, and consider in good faith the views of the other Party, in connection with any such appearance, presentation, brief, or proposal. Each Party will provide the other Party with copies of all written communications to or from Governmental Authorities relating to the approval or disapproval of this Agreement or the Transactions.

(b) Without limiting and notwithstanding the foregoing, the Parties acknowledge that (i) on December 20, 2010, CSP and Ohio Power Company filed with the PUCO in Case Nos. 10-501-EL-FOR and 10-502-EL-FOR a Supplement to the 2010 Long-Term Forecast Report and (ii) on January 27, 2011, CSP and Ohio Power Company filed with the

PUCO in Case Nos. 11-346-EL-SSO and 11-348-EL-SSO, certain portions of which collectively comprise an application for approval of an Electric Security Plan that includes a proposal to authorize CSP and Ohio Power Company to recover from Ohio retail ratepayers all costs associated with the Transactions through a non-bypassable surcharges (i.e., the subject matter of the Cost Recovery Order). The form of CSP's request for the subject matter of the Final PUCO Order and the conduct by CSP of any proceedings, including any settlement or appeals, related to or arising from such request shall be determined in the sole discretion of CSP. CSP will use commercially reasonable efforts to achieve the effectiveness of the Final PUCO Order, the FERC Approval and the Private Letter Ruling as soon as reasonably practicable. Investor will provide such information and assistance in the PUCO, FERC and IRS application and review process as is reasonably requested by CSP. Investor shall not engage in discussions with PUCO, FERC or IRS or any labor union, participate in PUCO, FERC or IRS meetings or intervene in related proceedings, or negotiate any collective bargaining agreement, in each case in connection with the Facility, without CSP's consent.

2.10 Covenants Regarding Conditions Precedent. So long as the other conditions precedent in Sections 2.3 and 2.4 or 2.6 and 2.7, as applicable, are reasonably expected to be satisfied or waived, each of CSP and Investor shall cause the Company to execute and deliver any and all Transaction Documents, and to take all other actions necessary or desirable, in order to consummate the Transactions (including the Phase 1 Financial Closing and the Financial Closings and the RUS Debt Refinancing Closings for Phase 2 and Phase 3).

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF CSP

CSP hereby represents, warrants, covenants and agrees that all of the following representations and warranties in this ARTICLE III are true and complete as of the Effective Date and each Closing Date.

3.1 Organization, Good Standing, Etc. CSP is a corporation duly formed, validly existing and in good standing under the laws of its state of formation. CSP has the corporate power and authority to own, lease and operate its properties and to carry on its business as being conducted on the date hereof in each jurisdiction where the character of its property or nature of its activities makes such a qualification necessary except where the failure of such status would not prevent or materially delay consummation of the transactions contemplated by this Agreement.

3.2 Authority. CSP has the corporate power and authority, to enter into the Transaction Documents to which it is party, to perform its obligations under such agreements and to consummate the transactions contemplated therein. The execution and delivery by CSP of this Agreement and each other Transaction Document to which it is a party, and the consummation by it of the transactions contemplated hereunder and thereunder, have been duly authorized by all necessary corporate or action required on its part. CSP has duly executed and delivered each Transaction Document to which it is a party. This Agreement (assuming due authorization, execution and delivery by Investor and the Company) constitutes, and upon execution and delivery by CSP of the other Transaction Documents to which it is a party, such Transaction Documents will constitute, its valid and binding obligations, enforceable against it in

all material respects in accordance with their respective terms, subject as to enforceability to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting enforcement of creditors' rights and remedies generally and to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.3 No Conflicts. The execution and delivery of each of the Transaction Documents to which CSP is a party and the performance by CSP of its obligations thereunder will not (a) violate any applicable Law to which it is subject, (b) conflict with or cause a breach of any provision in its certificate of incorporation, bylaws or other organizational document, (c) cause a breach of, constitute a default under, cause the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any authorization, consent, waiver or approval that has not already been obtained under any Contract, license, instrument, decree, judgment or other arrangement to which it is a party or under which it is bound or to which any of its assets is subject.

3.4 Legal Proceedings.

(a) As of the date hereof, there are no Actions pending, or, to the knowledge of CSP, threatened against CSP which, if adversely determined, would impair in any material respect the ability of CSP to perform its obligations hereunder;

(b) As of the date hereof, there are no such Actions pending or, to the knowledge of CSP, threatened challenging the validity or propriety of, or seeking to prevent, enjoin or materially delay consummation of, the transactions contemplated hereby; and

(c) CSP is not subject to any order which would impair in any material respect the ability of CSP to perform its obligations hereunder.

3.5 Governmental Approvals and Filings. Except for the Final PUCO Order, The FERC Approvals and the Private Letter Ruling, no Governmental Approval is required to be obtained or made by CSP for the execution, delivery and performance by it of any Transaction Document to which it is a party or the consummation of the transactions contemplated therein other than any other Governmental Approvals or filings that have been obtained or are ministerial in nature and can reasonably be expected to be obtained or made in the ordinary course on commercially reasonable terms and conditions when needed.

3.6 Security Interest. CSP has not pledged or otherwise encumbered any right, title or interest in or to the Membership Interests, except as otherwise permitted by the Transaction Documents.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents, warrants, covenants and agrees that all of the following representations and warranties in this ARTICLE IV are true and complete as of the Effective Date.

4.1 Organization, Good Standing, Etc. The Company is duly formed, validly existing and, to the extent such concept is recognized, in good standing under the laws of the state of its formation as set forth opposite such entity's name on Schedule 4.1. The Company has the corporate or similar power and authority to own, lease and operate its properties and to carry on its business as being conducted on the date hereof, in each jurisdiction where the character of its property or nature of its activities makes such qualification necessary, except where the failure of such status would not materially delay consummation of the transactions contemplated by this Agreement.

4.2 Authority. The Company has the power and authority to enter into the Transaction Documents to which it is party, to perform its obligations under such agreements and to consummate the transactions contemplated therein. The execution and delivery by the Company of this Agreement and each other Transaction Document to which it is a party, and the consummation by it of the transactions contemplated hereunder and thereunder, have been duly authorized by all necessary limited liability company or action required on its part. The Company has duly executed and delivered each Transaction Document to which it is a party. This Agreement (assuming due authorization, execution and delivery by Investor and CSP) constitutes, and upon execution and delivery by the Company of the other Transaction Documents to which it is a party, such Transaction Documents will constitute, its valid and binding obligations, enforceable against it in all material respects in accordance with their respective terms, subject as to enforceability to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting enforcement of creditors' rights and remedies generally and to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3 No Conflicts. The execution and delivery of each of the Transaction Documents to which the Company is a party and the performance by the Company of its obligations thereunder will not (a) violate any applicable Law to which it is subject, (b) conflict with or cause a breach of any provision in its certificate of formation, limited liability agreement or other organizational document, (c) cause a breach of, constitute a default under, cause the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any authorization, consent, waiver or approval that has not already been obtained under any Contract, license, instrument, decree, judgment or other arrangement to which it is a party or under which it is bound or to which any of its assets is subject.

4.4 Capital Structure.

(a) CSP holds one hundred percent (100%) of the authorized and outstanding membership interests (or other equity interests or securities) of the Company. The Company has no Subsidiaries and does not hold any equity interest in or securities of any other Person.

(b) There are no agreements, options, warrants, purchase rights, convertible or exchangeable securities, rights of first refusal, preemptive rights, subscriptions or any other rights or arrangements existing or outstanding with respect to the membership interests (or other equity interests or securities) of the Company under any provision of applicable Law, the organizational agreements of the Company or any Contract (other than this Agreement) to which the Company is a party or otherwise bound. There are no issued or outstanding bonds, debentures, notes, obligations or other indebtedness of the Company, the holders of which have the right to vote on any matters upon which the member or owners of the Company may vote.

(c) There are no, and the Company is not a party to, bound by or subject to any, stockholder agreements, voting trusts, proxies or other agreements or understandings relating to the holding, voting, sale, purchase, redemption or other acquisition of the membership interests (or other equity interests or securities) of the Company, or agreements, commitments, arrangements, understandings or other obligations to declare, make or pay any dividends or distributions, whether current or accumulated, or due or payable, on any securities of the Company (other than the Company LLC Agreement).

4.5 Indebtedness; No Undisclosed Liabilities. The Company has no outstanding Debt. The Company has not incurred any liabilities that would be required by GAAP (consistently applied in accordance with past practice) to be reflected on a balance sheet of the Company, which, individually or in the aggregate, are material.

4.6 Legal Proceedings.

(a) As of the date hereof, there are no Actions pending, or, to the knowledge of the Company, threatened against the Company which, if adversely determined, would impair in any material respect the ability of the Company to perform its obligations hereunder;

(b) As of the date hereof, there are no such Actions pending or, to the knowledge of the Company, threatened challenging the validity or propriety of, or seeking to prevent, enjoin or materially delay consummation of, the transactions contemplated hereby; and

(c) The Company is not subject to any order which would impair in any material respect the ability of the Company to perform its obligations hereunder.

4.7 Compliance with Law. The Company is and since its formation has been in material compliance with all applicable Laws.

4.8 Labor. The Company has no employees and, since its formation, has not had any employees. The Company does not have now and never has had any plan, program, policy or arrangement providing employee related benefits of any kind or description.

4.9 No Other Representations. Except for the representations and warranties expressly made by the Company in this ARTICLE IV, neither the Company nor any other Person makes any express or implied representation or warranty on behalf of or with respect to the Company, the Membership Interests or the Business, and the Company hereby disclaims any representation or warranty not contained in this ARTICLE IV. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other

predictions that may be contained or referred to in the Schedules or elsewhere, as well as any information, documents or other materials (including any such materials contained in any "data room" or any "confidential information memorandum" or reviewed by Investor pursuant to the Confidentiality Agreement) or management presentations that have been or shall hereafter be provided to Investor, any of its Affiliates or Representatives are not and will not be deemed to be representations or warranties of the Company, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in this Agreement.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF INVESTOR

Recognizing that each other Party is relying on the contents of this ARTICLE 5 as a material inducement to its execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party, Investor hereby represents, warrants, covenants and agrees that all of the following representations and warranties in this ARTICLE 5 are true and complete as of the Effective Date and each Closing Date.

5.1 Organization, Good Standing, Etc. Investor is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and it has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

5.2 Authority. Investor has the limited liability company power and authority to enter into the Transaction Documents to which it is a party, to perform its obligations under such agreements, and to consummate the transactions contemplated therein. The execution and delivery by it of each Transaction Document to which it is a party, and the consummation by it of the transactions contemplated thereunder, have been duly authorized by all necessary company action. Each such Transaction Document has been duly executed and delivered by it. Each such Transaction Document (assuming due authorization, execution and delivery by CSP and the Company) constitutes, and upon execution and delivery it of the other Transaction Documents to which it is a party, the other Transaction Documents will constitute, its valid and binding obligations, enforceable against it in accordance with their respective terms, subject as to enforceability to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting enforcement of creditors' rights and remedies generally and to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 No Conflicts. The execution and delivery of the Transaction Documents to which it is a party do not, and the performance by Investor of its obligations thereunder will not, (a) violate any applicable Law to which Investor is subject, (b) conflict with or cause a breach of any provision in the charter, bylaws or other organizational documents of Investor, (c) cause a breach of, constitute a default under, cause the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any authorization, consent, waiver or approval under any Contract, license, instrument, decree, judgment or other arrangement to which Investor is a party or under which it is bound or to which any of its assets is subject.

5.4 Legal Proceedings.

(a) As of the date hereof, there are no Actions pending, or, to the knowledge of Investor, threatened against Investor which, if adversely determined, would impair in any material respect the ability of Investor to perform its obligations hereunder;

(b) As of the date hereof, there are no such Actions pending or, to the knowledge of Investor, threatened challenging the validity or propriety of, or seeking to prevent, enjoin or materially delay consummation of, the transactions contemplated hereby; and

(c) Investor is not subject to any order which would impair in any material respect the ability of Investor to perform its obligations hereunder.

5.5 Governmental Approvals and Filings. No Governmental Approval is required to be obtained or made by Investor for the execution, delivery and performance by it of any Transaction Document to which it is a party or the consummation of the transactions contemplated therein other than any other governmental approvals or filings that have been obtained or are ministerial in nature and can reasonably be expected to be obtained or made in the ordinary course on commercially reasonable terms and conditions when needed.

5.6 Accredited Investor. Investor is an "Accredited Investor" as such term is defined in Regulation D under the Securities Act of 1933, as amended (the "Securities Act"). Investor has had a reasonable opportunity to ask questions of and receive answers from CSP concerning the Company and the Membership Interests and all such questions have been answered to the full satisfaction of Investor. Investor understands that the Membership Interests have not been registered under the Securities Act in reliance on an exemption therefrom, and that the Membership Interests must be held indefinitely unless the sale thereof is registered or qualified under the Securities Act and any State securities applicable Laws, or an exemption from registration or qualification is available thereunder, and that the Company is under no obligation to register or qualify the Membership Interests. Investor will not sell, hypothecate or otherwise transfer the Membership Interests without registering or qualifying them under the Securities Act and applicable state securities laws or any other applicable Laws unless the transfer is exempted from registration or qualification under such laws. Investor is purchasing the Membership Interests for its own account and not for the account of any other person and not with a view to distribution or resale to others.

5.7 Information and Investment Intent. Investor recognizes that investment in the Membership Interests involves substantial risks. Investor acknowledges that any Projections that may have been provided to it are based on assumptions of future operating results and, therefore, represent an estimate of future results based on assumptions about certain events (many of which are beyond the control of CSP or the Company). Investor understands that no assurances or representations can be given that the actual results of the operations of the Company will conform to the projected results for any period. Investor has relied solely on its own legal, tax and financial advisers for its evaluation of an investment in the Membership Interests and not on the advice of CSP or the Company or any of their respective legal, tax or financial advisers.

5.8 Security Interest. Investor has not pledged or otherwise encumbered any right, title or interest in or to the Membership Interests, except as otherwise permitted by the Transaction Documents.

5.9 Acknowledgement. Investor acknowledges that, except with respect to the representations and warranties expressly made by CSP or the Company herein and in the Company LLC Agreement, the Company and CSP have made any other representation or warranty, either express or implied, nor has Investor relied on any representation or warranty not expressly made herein or in the Company LLC Agreement. Without limiting the foregoing, Investor specifically acknowledges that no representation or warranty has been made about, and that Investor has not relied on any representation or warranty about the accuracy (as opposed to good faith preparation) of, any projections, estimates or budgets, future revenues, future results from operations, future cash flows, the future condition (financial or otherwise) of the Company or the Facility (collectively, the "Projections"), or about the accuracy or completeness of any confidential information memorandum that it was shown in connection with the transactions contemplated hereunder and under the other Transaction Documents to which Investor is a party or any other information or documents made available to Investor or its counsel, accountants or other advisers.

5.10 Public Utility Holding Company. Investor either is not a holding company under PUHCA or is a holding company under PUHCA solely with respect to its ownership of one or more "exempt wholesale generators," "qualifying facilities" and/or "foreign utility companies" and is not subject to regulation under PUHCA, except for regulation under section 1265 of PUHCA.

5.11 Status of Investor. Investor is not (a) a Tax-Exempt Person, or (b) a tax-exempt entity as such term is defined in Section 168(h) of the Code.

ARTICLE 6

TERM AND TERMINATION

6.1 Term. This Agreement shall be effective as of the date first set forth above and shall continue in effect until the earlier of the termination of this Agreement in accordance with this Article 6, or the performance by all Parties of all obligations hereunder required in connection with the RUS Debt Refinancing Closing.

6.2 Termination. Without limiting CSP's or Investor's ability to exercise any right or remedy to which it is entitled hereunder or under any of the Transaction Documents, this Agreement may be terminated as follows:

(a) Either Party shall have the right to terminate this Agreement if any of the conditions precedent to Phase 1 Financial Closing of which such Party is the beneficiary set forth in Sections 2.3(a) or 2.4(a) (Final PUCO Order), 2.3(d) (FERC Approvals), 2.3(g) (Private Letter Ruling), 2.3(h) or 2.4(c) (NEPA Approval), 2.3(l) or 2.4(e) (Construction Debt Financing Documents), 2.3(m) or 2.4(f) (RUS Obligation Letter), or 2.3(q) or 2.4(k) (other Governmental Approvals) becomes incapable of fulfillment on or prior to Closing Date Certain for Phase 1.

(b) Either Party shall have the right to terminate this Agreement in the event any of the following shall occur:

(i) The other Party materially breaches any provision of this Agreement and fails to cure such breach within 30 days from the earlier of the date such breaching Party receives notice of the breach from the other Party or the date such breaching Party otherwise becomes aware of such breach; provided, however, that if such breach cannot reasonably be cured within the 30 day period the cure period shall be extended for such additional period of time, not to exceed an additional 60 days, as is reasonably required to cure the breach provided that the breaching Party has commenced the cure within the 30 day period and is diligently pursuing such cure; or

(ii) The other Party suffers an Insolvency Event.

(c) This Agreement shall terminate automatically without any further action by either Party upon termination of the Participation Agreement.

(d) Either Party shall have the right to terminate this Agreement if the Financial Closing has not occurred on or prior to the Closing Date Certain for any Phase, provided that such failure is not due to such Party's failure to use commercially reasonable efforts to achieve such Financial Closing.

(e) The Parties may mutually agree to terminate this Agreement for any reason.

6.3 Procedure and Effect of Termination.

(a) The Party desiring to terminate this Agreement pursuant to Section 6.2 shall give written notice of such termination to the other Party in accordance with Section 8.14, specifying the provision hereof pursuant to which such termination is effected.

(b) If this Agreement is terminated pursuant to Section 6.1, this Agreement shall become void and of no effect with no liability on the part of any Party, except that (i) the agreements provisions referred to in Section 8.15 shall survive the termination and (ii) no such termination shall relieve any Party of any liability or damages resulting from any breach or misrepresentation by that Party of this Agreement or affect the rights of the other Party to indemnification for such breach pursuant to Article VII of this Agreement (which shall survive termination hereof in the case of any breach).

ARTICLE 7

INDEMNIFICATION; LIMITATION OF LIABILITY; REMEDIES

7.1 Indemnification. Each Party shall indemnify, defend and hold harmless the other Party and its Representatives from and against any and all loss, liabilities, damages, suits, claims and judgments of any nature (a) incurred by the indemnified Party as a result of (i) any inaccuracy or breach of a representation or warranty made by the indemnifying Party, (ii) any breach of a covenant in this Agreement or any other breach of this Agreement by the

Indemnifying Party, or (iii) the indemnifying Party's gross negligence, willful misconduct, or violation of Law; or (b) arising from or in connection with injury to or death of a third party or damage to a third party's property to the extent resulting from or arising out of the indemnifying Party's breach of this Agreement, or the negligence, gross negligence, willful misconduct or violation of law of the indemnifying Party or its Representatives.

7.2 Indemnification Procedures.

(a) A Party seeking indemnification hereunder (the "Indemnitee") shall notify the Party liable for such indemnification (the "Indemnitor") in writing promptly upon discovering any event for which it may be entitled to indemnification hereunder or any facts which may reasonably be expected to give rise to such claim for indemnification or after receiving written notice of any action, lawsuit, proceeding, investigation or other claim against it which may give rise to a claim for indemnification hereunder. An Indemnitor shall be entitled to assume and control (with counsel of its choice) the defense of such action, lawsuit, proceeding, investigation or other claim at the Indemnitor's expense and at its option by sending written notice of its election to do so to the Indemnitee within 15 days after receiving the notice of a claim from the Indemnitee as aforesaid; provided, however, that:

(i) The Indemnitee shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose (the fees and expenses of such separate counsel to be borne by Indemnitee) and to assert against any third party any and all cross claims and counterclaims the Indemnitee may have, subject to Indemnitor's consent;

(ii) If the Indemnitor elects to assume the defense of any such claim, it may settle such claim in its sole discretion so long as (A) such settlement does not impose any obligations on the Indemnitee, other than financial obligations for which such Person will be indemnified hereunder, (B) the Indemnitor obtains a full and unconditional release of the Indemnitee from all liability with respect to such claim, (C) such settlement does not involve any admission of liability or violation of law by, or otherwise adversely affect the public standing of, the Indemnitee, or (D) the Indemnitor shall obtain the prior written consent of the Indemnitee (which consent may be given or withheld in its sole discretion); and

(iii) If the Indemnitor shall not have assumed the defense of such claim within the 15-day period set forth above, the Indemnitee may assume the defense of such claim with counsel selected by it and may make any compromise or settlement thereof or otherwise protect against the same and be entitled to all amounts paid as a result of such third party claim, demand, suit or action or any compromise or settlement thereof.

(b) So long as the Indemnitor is defending in good faith any third party claim, demand, suit, action or proceeding, the Indemnitee shall at all times cooperate in all reasonable ways with, reasonably make relevant files and records available for inspection by, and reasonably make its employees available or otherwise render reasonable assistance to, the Indemnitor (with all reasonable out-of-pocket costs, excluding costs of employees' time, to be borne by the Indemnitor).

7.3. Limitation of Liability. IN NO EVENT SHALL A PARTY OR ITS REPRESENTATIVES BE LIABLE, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER ARISING UNDER OR INCURRED IN CONNECTION WITH THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH DAMAGES ARE AN ELEMENT OF ANY THIRD PARTY CLAIM THAT IS SUBJECT TO INDEMNIFICATION HEREUNDER.

7.4 Cumulative Remedy. If this Agreement is terminated due to a breach that results from fraud, bad faith, willful misconduct or violation of Law by the non-terminating Party, then subject to Section 7.3, and notwithstanding any other provision of this Agreement to the contrary, the terminating Party shall be entitled to all rights and remedies available to it in law or equity.

ARTICLE 8

MISCELLANEOUS

8.1 Exhibits and Schedules. All Annexes, Exhibits and Schedules are incorporated herein by reference.

8.2 Parties in Interest. Except for Indemnified Parties as provided in Article VII, nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third-party beneficiary contract. To the full extent permitted by applicable Law, no creditor or other third party having dealings with a Party shall have the right to pursue any other right or remedy hereunder or at law or in equity, it being understood and agreed that the provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the Parties and their respective successors and permitted assigns. None of the rights or obligations of the Parties herein set forth to make Capital Contributions to the Company shall be deemed an asset of the Company for any purpose by any creditor or other third party, nor may such rights or obligations be sold, transferred or assigned by the Company or pledged or encumbered by the Company to secure any debt or other obligation of the Company.

8.3 Public Announcements. Except for statements made or press releases issued (a) pursuant to the Securities Act or the Securities Exchange Act of 1934, (b) pursuant to any listing agreement with any national securities exchange or the National Association of Securities Dealers, Inc., or (c) as otherwise required by applicable Law, neither CSP nor Investor shall issue, or permit any of their respective Affiliates to issue, any press release or otherwise make any public statements with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other Party. Subject to any requirements of applicable Law, CSP and Investor will be given the opportunity to review in advance, upon the request of CSP or Investor, as the case may be, all information relating to the transactions contemplated by the Transaction Documents that appear in any filing made in connection with the transactions contemplated hereby or thereby.

8.4 Assignment.

(a) This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Prior to the Phase 1 Financial Closing, this Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be withheld in such Party's sole discretion. Thereafter, this Agreement may only be assigned by a Member to the same extent (and only by and to the same Persons) that Membership Interests in the Company are assignable pursuant to the terms of the Company LLC Agreement. Any attempted assignment of this Agreement other than in strict accordance with this Section and the terms of the Company LLC Agreement shall be null and void and of no force or effect.

(b) The Company shall have the right to collaterally assign this Agreement and its rights hereunder to any Financing Party in connection with any Financing related to the Facility. To facilitate the Company's obtaining of financing with respect to the Facility, each Member shall make reasonable efforts to provide such consents to assignments, certifications, representations or other documents as may be reasonably requested by the Company or the Financing Parties (which shall include providing Financing Parties with the protections contained in the form of Consent and Assignment attached hereto as Exhibit B; provided, that in responding to any such request, each Member shall have no obligation to enter into any agreement that materially adversely affects any of each Member's rights, benefits, risks or obligations under this Agreement. Each Member shall provide such consents to assignments, certifications, representations or other documents at its own cost and expense (including the reasonable fees and expenses of counsel).

8.5 Relationship of Parties. This Agreement does not constitute a joint venture, association or partnership between the Parties. No express or implied term, provision or condition of this Agreement shall create, or shall be deemed to create, an agency, joint venture, partnership or any fiduciary relationship between the Parties.

8.6 No Agents. No Party nor any Affiliate thereof has retained any broker, agent or finder or incurred any liability or obligation for any brokerage fees, commissions or finder fees with respect to this Agreement or the transactions contemplated hereby.

8.7 Intention of the Parties. The Parties intend, for federal income tax purposes, that (i) the Subscription is an acquisition of the Membership Interests by each of Investor and [CSP], and (ii) the Phase 1 Capital Contribution by each of Investor and CSP is (and each Phase 2 Capital Contribution and Phase 3 Capital Contribution will be) a contribution to the Company described in Section 721 of the Code.

8.8 Confidentiality.

(a) Entire Agreement. The provisions in this Section 8.8 shall amend and supersede any previously executed confidentiality agreement between or among the Parties or any of their respective Affiliates regarding the Transactions, which are hereby terminated, and shall remain in effect for a period of three years from the date this Agreement is terminated.

(b) *Confidential and Proprietary Nature of Information.* The term "Confidential Information," as used herein, means any and all information, matter or thing of a secret, confidential or private nature relating to the business of either Party and not generally known or available to the public, including matters of a technical nature (such as know how, processes, data and techniques), matters of a business nature (such as information about costs, profits, markets, sales, customers and suppliers), matters of a proprietary nature (such as information about patents, patent applications, copyrights, trade secrets and trademarks), other information of a similar nature, and any information which has been derived from the foregoing Confidential Information by either Party. Confidential Information includes a "trade secret" under the Uniform Trade Secrets Act, Facility plans, discoveries, ideas, concepts, designs, drawings, specifications, algorithms, formulae, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, environmental information, and financial information, in each case, to the extent reduced to writing. The term "Confidential Writing" means any and all statements, letters, agreements, articles, contracts, books, records, policies, reports, tapes, disks, programs and other written, typed, printed, photocopied, programmed, recorded, transcribed, punched, taped, filmed, photographic or graphic material of any kind which contains or includes Confidential Information. The Parties will clearly label all such Confidential Information as "CONFIDENTIAL". For any Confidential Information that is verbally disclosed by a Party, the disclosing Party will memorialize in a writing to the receiving Party that such information is Confidential Information within five Business Days.

(c) *Nondisclosure.* Any and all Confidential Information delivered or made available by or on behalf of a Party will be maintained in the strictest confidence by the receiving Party except to the extent disclosure is properly authorized by the terms of this Agreement. The receiving Party will not make use of the Confidential Information for its own or others' purposes, outside of purposes related to the Facility, without the prior written consent of the disclosing Party, which consent may be withheld in its sole and absolute discretion. The receiving Party shall not permit any others within its control to use the Confidential Information of the disclosing Party in any manner detrimental to the disclosing Party. The receiving Party will exercise all due care in safeguarding the Confidential Information against loss, theft or other inadvertent disclosure, and agrees to take such steps as are necessary to ensure confidentiality is maintained. The receiving Party shall restrict access to the disclosing Party's Confidential Information to Representatives of the receiving Party on a need to know basis, and shall require all such Representatives to treat such Confidential Information in strict confidence in accordance with the terms of this Agreement.

(d) *Return or Destruction of Information.* At any time after termination of this Agreement, a disclosing Party may request the return or, at the option of the disclosing Party, the destruction of all Confidential Writings previously delivered to the receiving Party. Upon receipt of such request, all such Confidential Writings, including any copies, summaries or compilations of such writings, still in the receiving Party's possession or under its control shall be promptly returned or destroyed as requested by the disclosing Party.

(e) *Information in the Public Domain.* The obligations of restricted use and strict confidentiality set forth herein shall not extend to any information which: (i) is legally in possession of the receiving Party prior to receipt thereof from the disclosing Party; (ii) is

independently developed by the receiving Party or its employees, consultants, affiliates or agents; (iii) enters the public domain through no fault of the receiving Party or others within its control; (iv) is disclosed to the receiving Party, without restriction or breach of the confidentiality obligations herein or any other obligation of confidentiality, by a third party who has the right to make such disclosure; or (v) is legally required to be disclosed; provided that the receiving Party uses commercially reasonable efforts to notify the disclosing Party of any request or subpoena for the production of any Confidential Information and provides the disclosing Party with an opportunity to resist such a request or subpoena.

(f) *Remedies.* Any breach by the receiving Party of the confidentiality provisions of this Agreement will cause irreparable harm to the disclosing Party and which, while substantial, may not be reasonably or adequately compensable by damages. As a consequence, in addition to any and all other remedies which may be available to the disclosing Party, whether under this Agreement, by operation of law or in equity, the disclosing Party shall have the right to seek injunctive relief, both preliminary and permanent, without the posting of a bond if permitted by law, restraining or preventing any acts or performances contrary to the terms of this Agreement. The existence of any claim or cause of action of the receiving Party against the disclosing Party shall not constitute a defense to the enforcement of the confidentiality provisions of this Agreement.

(g) *Regulatory Exception.* CSP shall have the right to use any of Investor's Confidential Information for the purpose of pursuing any and all regulatory approvals from Governmental Authorities connected with the Facility provided that Investor shall have the right to review the information that CSP proposes to disclose and that Investor is reasonably satisfied with the procedures available in the relevant forum to protect the confidentiality of such information.

8.9 Public Announcements. Except for statements made or press releases issued (a) pursuant to the Securities Act or the Securities Exchange Act of 1934, (b) pursuant to any listing agreement with any national securities exchange or the National Association of Securities Dealers, Inc., or (c) as otherwise required by applicable Law, neither CSP nor Turning Point shall issue, or permit any of their respective Affiliates to issue, any press release or otherwise make any public statements with respect to this Agreement or the Transactions (other than in required filings with Governmental Authorities) without the prior written consent of the other Party. Subject to any requirements of applicable Law, CSP and Turning Point will be given the opportunity to review in advance, upon the request of CSP or Turning Point, as the case may be, all information relating to the Transactions that appear in any filing made in connection with the transactions contemplated hereby or thereby.

8.10 Dispute Resolution.

(a) In the event of a Dispute, the Parties shall attempt to negotiate a just and equitable settlement thereof. Toward that end, each Party will communicate and/or meet with the other in good faith, including communications between managers who are not directly involved in the issues giving rise to the Dispute, and attempt to reach a resolution satisfactory to both Parties.

(b) If a Dispute is not resolved pursuant to paragraph (a) above within 30 days following a request in writing by one Party to the other Party to meet to attempt to resolve the Dispute, each Party shall have the right to pursue such rights or remedies as may arise at law or in equity with respect to the Dispute subject to any provisions of this Agreement limiting such rights or remedies. The procedures set forth in this Section 8.9 shall not prevent a Party from seeking any interim, preliminary or provisional relief that is necessary to protect its rights under this Agreement pending the consultation of the Parties contemplated by this Section 8.9.

8.11 Submission to Jurisdiction. EACH PARTY HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURTS LOCATED IN FRANKLIN COUNTY, OHIO FOR THE PURPOSES OF ANY ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF. IF, FOR ANY REASON, THE PARTIES FAIL TO QUALIFY FOR THE JURISDICTION OF SUCH COURTS, THEN EACH PARTY HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF THE STATE OF OHIO LOCATED IN FRANKLIN COUNTY, OHIO FOR THE PURPOSES OF ANY ACTION ARISING OUT OF OR BASED ON THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING IN THE FEDERAL OR STATE COURT IN FRANKLIN COUNTY, OHIO, AND HEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

8.12 Governing Law. This Agreement, and any Dispute hereunder, will be governed by and construed in accordance with the law of the State of Delaware, without reference to its conflicts of laws rules that may direct application of the laws of another jurisdiction.

8.13 WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM HEREIN.

8.14 Notices. Any notice, demand, request or communication which is required or authorized by this Agreement, is to be given in writing to the applicable Party via personal delivery, mailed by registered or certified mail (return receipt requested) postage prepaid, sent prepaid by overnight air courier, or by electronic mail to such Party at the following addresses:

If to Investor:

With a copy to:

If to CSP:

With a copy to:

Such notice, demand, request, or other communication will be deemed to be duly given and received (i) on the third Business Day after posting if mailed as provided; (ii) when delivered personally (including delivery by private courier services) unless such day is not a Business Day, in which case such delivery will be deemed to be made as of the next succeeding Business Day, or (iii) in the case of electronic mail, the earlier of (A) when receipt is evidenced by written confirmation generated by the recipient's electronic mail system or other written response, showing successful transmission to the recipient's electronic mail box, and (B) on the third Business Day after sending. Either Party may change any of the above information effective upon written notice to the other Party.

8.15 Survival. Sections 6.2, 6.3, Article 7 and this Article 8 shall survive the termination of this Agreement under the conditions and for the period specified therein, or if no such period is specified, for an indefinite period.

8.16 Entire Agreement. This Agreement and, if and when executed, the Company LLC Agreement collectively represent the entire agreement of the Parties relating to the subject matter hereof, and incorporate and supersede all other prior agreements, arrangements and understandings between the Parties with respect hereto and thereto.

8.17 Severability. If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Agreement with a view to effecting, to the extent possible, the original purpose and intent of this Agreement, and the validity and enforceability of the remaining provisions shall not be affected thereby.

8.18 Further Assurances. Each Party agrees to do all acts and things and to execute and deliver such further written instruments, as may from time to time be reasonably required to carry out the terms and provisions of this Agreement.

8.19 Amendment. This Agreement may not be modified or amended except by an instrument in writing signed by authorized representatives of the Parties.

8.20 Waiver. Either Party may by written instrument waive compliance or performance by the other Party with any of the covenants or agreements made to it by the other Party contained in this Agreement. The delay or failure on the part of a Party hereto to insist, in any one instance or more, upon strict performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such terms, conditions, rights or privileges but the same shall continue and remain in full force and effect. All rights and remedies are cumulative.

8.21 Counterparts. This Agreement may be executed in duplicate original counterparts that, together, shall constitute one and the same instrument.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, each Party hereto has caused this Equity Contribution and Subscription Agreement to be signed on its behalf as of the date first above written.

**TURNING POINT SOLAR GENERATION
LLC**

By: _____
Name: _____
Title: _____

**COLUMBUS SOUTHERN POWER
COMPANY**

By: _____
Name: _____
Title: _____

[INVESTOR]

By: _____
Name: _____
Title: _____

EXHIBIT A TO EQUITY CONTRIBUTION AGREEMENT

FORM OF COMPANY LLC AGREEMENT

See attached.

Confidential

[Note: This form is subject in all respects to negotiations with and comments from Investor.]

**FORM OF
FIRST AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TURNING POINT SOLAR GENERATION LLC
(a Delaware limited liability company)**

**Dated to be Effective
as of _____, 2011**

by and between

[COLUMBUS SOUTHERN POWER COMPANY]

and

[INVESTOR]

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**FIRST AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TURNING POINT SOLAR GENERATION LLC**

(a Delaware limited liability company)

This First Amended and Restated Limited Liability Company Agreement of Turning Point Solar Generation LLC, dated to be effective as of _____, 2011 (the "Effective Date"), is (a) adopted by the Members (as defined below) and (b) executed and agreed to, for good and valuable consideration, by the Members.

INTRODUCTION

A. The Company was formed as a limited liability company pursuant to the Act (as defined below) by filing a Certificate of Formation with the Secretary of State of the State of Delaware on _____, 2011 (the "Formation Date").

B. The initial member of the Company adopted a Limited Liability Company Agreement for the Company dated as of _____, 2011 (the "Original Agreement").

C. The Members wish to enter into this Agreement (as defined below) to, among other things, (a) amend and restate the Original Agreement in its entirety, (b) provide for the management of the Company and (c) set forth their respective rights and obligations.

D. Contemporaneously with the execution of this Agreement, the Members or their Affiliates and the Company have entered into an Equity Contribution and Subscription Agreement (the "Equity Contribution Agreement") obligating the Members, among other things, and subject to the satisfaction or waiver of certain conditions precedent set forth therein, to make certain capital contributions to the Company.

AGREEMENT

In consideration of the statements in the foregoing Introduction, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Member, the Members hereby amend and restate the Original Agreement, and stipulate and agree, as follows:

**ARTICLE I
DEFINITIONS**

[Note: Defined terms and other provisions of this agreement will be reconciled to the Participation Agreement (as amended) and the other Transaction Documents as of the Phase 1 Financial Closing.]

1.1 Specific Definitions. As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Adjusted Capital Account" means the Capital Account, with respect to each Member, maintained for such Member as of the end of each taxable year of the Company, (a) increased by any amounts that such Member is obligated to restore under the standards set by Treasury Regulation section 1.704-1(b)(2)(ii)(c) (or is deemed obligated to restore under Treasury Regulation sections 1.704-2(g) and 1.704-2(i)(5)), and (b) decreased by (i) the amount of all losses and deductions that, as of the end of such taxable year, are reasonably expected to be allocated to such Member in subsequent years under sections 704(e)(2) and 706(d) of the Code and Treasury Regulation section 1.751-1(b)(2)(ii), and (ii) the amount of all distributions that, as of the end of such taxable year, are reasonably expected to be made to such Member in subsequent years in accordance with the terms of this Agreement or otherwise to the extent they exceed offsetting increases to such Member's Capital Account that are reasonably expected to occur during (or prior to) the year in which such distributions are reasonably expected to be made (other than increases as a result of a minimum gain chargeback pursuant to Section 5.1(b)(i) or Section 5.1(b)(ii)). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adjusted Property" means any property, the Carrying Value of which has been adjusted pursuant to either of Section 4.5(d)(i) or Section 4.5(d)(ii).

"Affiliate" means, with respect to any Person, any other Person that Controls, is Controlled by or is under common Control with such other Person.

"Affiliate Contract" has the meaning given to such term in Section 6.9.

"Agreed Allocation" means any allocation, other than a Required Allocation, of an item of income, gain, loss or deduction pursuant to the provisions of Section 5.1, including a Curative Allocation (if appropriate to the context in which the term "Agreed Allocation" is used).

"Agreed Value" of any Contributed Property means the Fair Market Value of such property at the time of contribution as determined by the Board, without regard to the liabilities deducted from Agreed Value pursuant to clause (a) of the definition of Net Agreed Value. The Board shall use such method as it determines appropriate to allocate the aggregate Agreed Value of Contributed Properties contributed to the Company in a single or integrated transaction among each separate property on a basis proportional to the Fair Market Value of each Contributed Property.

"Agreement" means this First Amended and Restated Limited Liability Company Agreement of the Company (including any schedules, exhibits or attachments hereto), as amended, supplemented or otherwise modified from time to time.

"Alternate Board Member" has the meaning given to such term in Section 6.2(a).

"Approved Affiliate Contract" means each of the Affiliate Contracts set forth on Schedule 2.

"Approved Contract" means each of the agreements set forth on Schedule 1.

"Board" has the meaning given to such term in Section 6.1.

"Board Member" means the natural Persons appointed to the Board pursuant to Section 6.2(a).

"Book-Tax Disparity" means with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for federal income tax purposes as of such date. A Member's share of the Company's Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Member's Capital Account balance as maintained pursuant to Section 4.5 and the hypothetical balance of such Member's Capital Account computed as if it had been maintained strictly in accordance with federal income tax accounting principles. The determination of Book-Tax Disparity and a Member's share thereof will be determined consistently with Treasury Regulation section 1.704-3(d).

"Business" means (i) engaging in the transactions contemplated by the Transaction Documents; (ii) owning, operating, financing and managing the Facility subject to the Facilities Leases, and (iii) engaging in any other business or activity that now or in the future may be necessary, proper, or advisable to accomplish the foregoing purpose and that is not forbidden by applicable Law.

"Business Day" means any day on which commercial banks in New York City, New York and Columbus, Ohio are open for business.

"Calendar Year" means the time period from January 1st to December 31st of each year.

"Capital Account" means the capital account maintained for each Member pursuant to Section 4.5.

"Capital Contribution" means any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Member contributes to the Company.

"Carrying Value" means (a) with respect to Contributed Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and cost recovery deductions charged to the Members' Capital Accounts in respect of such Contributed Property, and (b) with respect to any other Company property, the adjusted basis of such property for federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with Section 4.5(d)(i) and Section 4.5(d)(ii) to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Company properties, as deemed appropriate by the Board.

"Certificate" has the meaning given to such term in Section 2.1.

"Change of Control" means, with respect to any Member, the occurrence of any event or series of related events that result in such Member ceasing to be Controlled by the Person (together with its general partner, as the case may be) that was such Member's Parent immediately prior to such event or series of related events; *provided, however*, that neither (a) a Transfer with respect to a Membership Interest, (b) a Parent Merger, nor (c) a merger between CSP Member and its Affiliate, OPCO, shall constitute a Change of Control.

"Code" means the Internal Revenue Code of 1986, and the rules and regulations promulgated thereunder.

"Common Interest" means a limited liability company interest in the Company, expressed on a percentage basis on Exhibit A with respect to each Common Member, including any and all benefits to which such Common Member is entitled as provided in this Agreement, together with all obligations of such Common Member to comply with the terms and provisions of this Agreement.

"Common Member" means any Member who holds any Common Interest, solely in that Person's capacity as such.

"Company" means Turning Point Solar Generation LLC, a Delaware limited liability company.

"Company Minimum Gain" has the meaning given the term "partnership minimum gain" in Treasury Regulation section 1.704-2(b)(2) and the amount of which shall be determined in accordance with the principles of Treasury Regulation section 1.704-2(d).

"Confidential Information" has the meaning given to such term in Section 13.3(b).

"Confidential Writing" has the meaning given to such term in Section 13.3(b).

"Construction Debt Financing" means the loans obtained by the Company pursuant to the Construction Debt Financing Documents, including any such financing converted to term loans.

"Construction Debt Financing Documents" means the commitment letters, loan and credit agreements, notes, security agreements, intercreditor agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the development, bridge or construction debt financing for each Phase of the Facility, including any such documents representing such financing converted to term loans.

"Construction Lenders" means, collectively, any lender(s) or any other financiers providing any Construction Debt Financing.

"Contributed Property" means each property or other asset, in such form as may be permitted by the Act, but excluding cash, contributed to the Company. Once the Carrying Value of a Contributed Property is adjusted pursuant to Section 4.5(d), such property shall no longer constitute a Contributed Property, but shall be deemed an Adjusted Property.

"Control" (including its derivatives and similar terms) of a Person means ownership, directly or indirectly, of 50% or more of the voting securities of such Person or the power to direct the management or policies of such Person, whether by operation of law, by contract or otherwise.

"Costs" has the meaning given to such term in Section 4.3(a)(iii).

"Creditworthy Entity" means a Person having at the applicable time a Credit Rating of (i) BBB or better from Standard & Poor's Rating Services and (ii) Baa2 or better from Moody's Investors Service, Inc.

"CSP Member" means Columbus Southern Power Company, an electric utility organized under the laws of the State of Ohio.

***"CSP Member Return"** means, with respect to each Capital Contribution made by the CSP Member, the amount determined, on an after-tax basis, to provide a return to the CSP Member of an annual rate of 11.15% on such Capital Contribution from the date such Capital Contribution is made until the date such Capital Contribution is distributed to the CSP Member pursuant to Sections 5.4(a), (b) [or (c)] or 10.2 (on a first-in, first-out basis).]*

"Curative Allocation" means any allocation of an item of income, gain, deduction or loss pursuant to the provisions of Section 5.1(b)(x).

"Default" means, in respect of any Member, the occurrence and continuation of any of the following events, but only for so long as any such event continues and is not cured: (a) the failure to remedy, within 5 Business Days of such Member's receipt of written notice thereof from the Company or any other Member, such Member's delinquency in making any Required Contribution to the Company pursuant to Section 4.2; (b) the occurrence of any event that causes such Member to become a Insolvent Member; or (c) the failure to remedy, within 10 Business Days of receipt of written notice thereof from the Company or any other Member, the non-performance of or non-compliance with any other material agreements, obligations or undertakings of such Member contained in this Agreement.

"Default Interest Rate" means the lesser of (a) *[17.5%]* per annum and (b) the maximum rate permitted by Law.

"Delinquent Member" has the meaning given to such term in Section 4.3(a).

"Depreciation" means, for each taxable year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such taxable year or other period, except that in the case of any Contributed Property or Adjusted Property with a Book-Tax Disparity, Depreciation for such period shall be the amount of the book basis recovered for such period under the rules prescribed in Treasury Regulation section 1.704-3(d)(2).

"Determination Date" has the meaning given to such term in Section 3.6(e).

"Dispute" means any dispute, claim (of any and every kind or type, whether based on contract, tort, statute, regulation, or otherwise, including counterclaims and cross-claims), conflict, controversy or disagreement arising out of, relating to, or connected with this Agreement, or any provision hereof, including any dispute as to the construction, validity, interpretation, enforceability, violation, default or breach of this Agreement.

"Distributable Cash" means, with respect to any [Quarter] ending prior to the dissolution or liquidation of the Company, an amount equal to:

- (a) All amounts received from CSP Member or OPCO under the Facilities Lease in effect from time to time with respect to such [Quarter], including Basic Rent, Supplemental Rent and the Owner Return (each as defined in such Facilities Leases), minus
- (b) All amounts payable under the Financing Documents with respect to such [Quarter], including principal, Financing Costs, Contingent Payments and Breakage Costs (each as defined in such Facilities Leases), minus
- (c) All Service Fees payable under the Construction Management Agreement or the Business Services Agreement with respect to such [Quarter], minus
- (d) the sum of the amounts of any Reserve.

"Distributable Cash" with respect to the [Quarter] in which a liquidation or dissolution of the Company occurs and any subsequent [Quarter] shall be deemed to equal zero.

"Economic Risk of Loss" has the meaning given to such term in Treasury Regulation section 1.752-2(a).

"Effective Date" has the meaning given to such term in the opening paragraph of this Agreement.

"Encumbering Member" has the meaning given to such term in Section 3.6(c).

"Encumbrance" has the meaning given to such term in Section 3.6(c).

"Equity Capital Contribution Amount" means, with respect to any Phase and (i) with respect to CSP, cash in the amount of CSP's Membership Interest multiplied by the Required Equity Amount for such Phase; provided, however, that the sum of CSP's Percentage Interest of the aggregate Required Equity Amounts for all three Phases shall not exceed \$20,000,000; and (ii) with respect to Investor, cash in the amount of Investor's Membership Interest multiplied by the Required Equity Amount for such Phase; provided, however, that the sum of Investor's Percentage Interest of the aggregate Required Equity Amounts for all three Phases shall not exceed \$ _____.

"Equity Contribution Agreement" has the meaning given to such term in the Introduction.

"Facilities Lease" has the meaning given to such term in the Equity Contribution Agreement.

"Facility" has the meaning given to such term in the Equity Contribution Agreement.

"Fair Market Value" means the value of any specified interest or property, which shall not in any event be less than zero, that would be obtained in an arm's length transaction for cash between an informed and willing buyer and an informed and willing seller, neither of whom is under any compulsion to purchase or sell, respectively, and without regard to the particular circumstances of the buyer or seller.

"FERC" means the Federal Energy Regulatory Commission.

"Financing Documents" means the Construction Debt Financing Documents, the ITC Benefits Loan Note and the RUS Debt Refinancing Documents in effect from time to time during the Lease Term.

"Fiscal Year" means the fiscal year of the Company, and its taxable year for federal income tax purposes, each of which shall be the Calendar Year unless otherwise established by the Board.

"Formation Date" has the meaning given to such term in the Introduction.

"GAAP" means generally accepted accounting principles as recognized by the American Institute of Certified Public Accountants, as in effect from time to time, consistently applied and maintained on a consistent basis for a Person throughout the period indicated and consistent with such Person's prior financial practice.

"Governmental Approval" means any permit, license, approval or authorization of, filing with, or notice to any Governmental Authority.

"Governmental Authority" means any federal, state, tribal, county, municipal, or other authority or judicial, executive, administrative, legislative or regulatory agency, board, body, department, bureau, commission, instrumentality, court tribunal or quasi governmental authority (or a combination or permutation thereof) in any jurisdiction (domestic or foreign) having jurisdiction over the Facility or any portion thereof, or a Party, or any of the Transactions or matters contemplated by this Agreement.

"Guaranty Agreement" means a guaranty agreement substantially in the form of Annex A, guarantying the obligations of a Member arising under this Agreement and the Equity Contribution Agreement.

"Insolvency Event" means, with respect to any Person, (a) such Person's (i) failure to generally pay its debts as such debts become due, (ii) admitting in writing its inability to pay its debts generally or (iii) making a general assignment for the benefit of creditors; (b) any proceeding being instituted by or against such Person (i) seeking to adjudicate it as bankrupt or insolvent, (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy,

insolvency or reorganization or relief of debtors or (iii) seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against such Person, either such proceeding shall remain undismissed for a period of 60 days or any of the actions sought in such proceeding shall occur; or (c) such Person's taking any action to authorize any of the actions set forth above in this definition.

"Insolvent Member" means, with respect to any Member, such Member or such Member's Parent is the subject an Insolvency Event.

"Investor Member" means [Investor], LLC, a [Delaware] limited liability company.

["Investor Member Return" means, with respect to each Capital Contribution made by the Investor Member, the amount determined, on an after-tax basis, to provide a return to the Investor Member of an annual rate of 8.00% on such Capital Contribution from the date such Capital Contribution is made until the date such Capital Contribution is distributed to the Investor Member pursuant to Sections 5.4(a), (b) [or (c)] or 10.2 (on a first-in, first-out basis).]

"ITC" means the credit available to a taxpayer under Section 48 of the Code.

["ITC Benefits Loan" means, with respect to each Phase, the amount that will be realized by CSP and OPCO as lessee under its Facilities Lease for such Phase as a result of its claim for the ITC under Section 48 of the Code with respect to such Phase.][Under review.]

["ITC Benefits Loan Note" means, with respect to each Phase, a secured promissory note executed by the Company in favor of CSP Member or OPCO, as applicable, in the original principal amount of the ITC Benefits Loan for such Phase providing for interest at the rate of ___ per annum, and upon other terms satisfactory to CSP and OPCO in their sole discretion.]

"Law" means any statute, law, treaty, rule, code, common law, ordinance, regulation, permit, interpretation, certificate, order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority.

"Lending Member" has the meaning given to such term in Section 4.3(a).

"Liquidation Date" means the date on which an event giving rise to the dissolution of the Company occurs.

"Liquidating Event" has the meaning given to such term in Section 10.1.

"Liquidator" has the meaning given to such term in Section 10.2.

"Material Facility Contract" has the meaning given to such term in the Equity Contribution Agreement.

"Material Permit" has the meaning given to such term in the Equity Contribution Agreement.

"Member" means any Person executing this Agreement as of even date herewith as a Member, Preferred Member or Common Member, and includes any Person admitted as an additional Member or a Substituted Member pursuant to the provisions of this Agreement, but does not include any Person who has ceased to be a Member in the Company.

"Member Nonrecourse Debt" has the meaning given to the term "partner nonrecourse debt" in Treasury Regulation section 1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" has the meaning given to the term "partner nonrecourse debt minimum gain" in Treasury Regulation section 1.704-2(i)(2).

"Member Nonrecourse Deductions" means any and all items of loss, deduction or expenditure (including any expenditure described in section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation section 1.704-2(i), are attributable to Member Nonrecourse Debt.

"Membership Interest" means the aggregate Preferred Interests and Common Interests.

"Month" means a calendar month or, with respect to the first calendar month after the Effective Date, the portion of such calendar month.

"Net Agreed Value" means (a) in the case of any Contributed Property, the Agreed Value of such property reduced by any liabilities either assumed by the Company upon such contribution or to which such property is subject when contributed, and (b) in the case of any property distributed to a Member or Transferee by the Company, the Company's Carrying Value of such property (as adjusted pursuant to Section 4.5(d)(ii)) at the time such property is distributed, reduced by any indebtedness either assumed by such Member or Transferee upon such distribution or to which such property is subject at the time of distribution as determined under section 752 of the Code.

"Net Income" means, for any taxable year, the excess, if any, of the Company's items of income and gain for such taxable year over the Company's items of loss and deduction for such taxable year. The items included in the calculation of Net Income shall be determined in accordance with Section 4.5(b) and shall not include any items specially allocated under Section 5.1(b).

"Net Loss" means, for any taxable year, the excess, if any, of the Company's items of loss and deduction for such taxable year over the Company's items of income and gain for such taxable year. The items included in the calculation of Net Loss shall be determined in accordance with Section 4.5(b) and shall not include any items specifically allocated under Section 5.1(b).

"Nonrecourse Built-in Gain" means with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Members pursuant to Section 5.2(b)(i)(A), 5.2(b)(ii)(A) or 5.2(b)(iii) if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

"Nonrecourse Deductions" means any and all items of loss, deduction, or expenditure (described in section 705(a)(2)(b) of the Code) that, in accordance with the principles of Treasury Regulation section 1.704-2(b)(1), are attributable to a Nonrecourse Liability.

"Nonrecourse Liability" has the meaning given to such term in Treasury Regulation section 1.704-2(b)(3).

"Non-Transferring Member" has the meaning given to such term in Section 3.6(b)(ii).

"Obligation" has the meaning given to such term in Section 4.3(a)(ii).

"Offer Notice" has the meaning given to such term in Section 3.6(b)(ii).

"Officer" mean any natural Persons appointed by the Board as an officer of the Company as provided under Section 6.8.

"OPCO" means Ohio Power Company, an electric utility organized under the laws of the State of Ohio.

"Option Period" has the meaning given to such term in Section 3.6(b)(ii).

"Original Agreement" has the meaning given to such term in the Introduction.

"Owner Return" means the CSP Member Return or the Investor Member Return, or both, as the context requires.

"Parent" means (a) in the case of each CSP Member or any of their respective Affiliates hereafter admitted as a Substituted Member, American Electric Power Company, Inc., (b) in the case of Investor Member or any of its Affiliates hereafter admitted as a Substituted Member, [] and (c) in the case of any other Member, the Person that is designated by the Board as the Parent of such Member in connection with its admission to the Company, or if no such designation is made, the Person that at the time of such admission Controls such Member and that has no other Person that Controls it.

"Parent Merger" means (i) a merger or other combination by and between a Third Party and a Member's Parent, (ii) the sale of a majority of the stock and other equity interests of a Member's Parent to a Third Party by the holders thereof, or (ii) the sale of all or substantially all of the assets of a Member's Parent to a Third Party.

"Participation Agreement" means the Participation Agreement dated [] between (i) Turning Point Solar, LLC, and (ii) CSP Member and OPCO, severally and not jointly.

"Parties" mean the Members.

"Person" means any natural person, corporation, company, partnership, business trust, Governmental Authority or other entity.

"Phase FC Contribution Amount" has the meaning given to such term in the Equity Contribution Agreement.

"Phase Subsequent Contribution Amount" has the meaning given to such term in the Equity Contribution Agreement.

"Preferred Interest" means a limited liability company interest in the Company, expressed on a percentage basis on Exhibit A with respect to each Preferred Member, including any and all benefits to which such Preferred Member is entitled as provided in this Agreement, together with all obligations of such Preferred Member to comply with the terms and provisions of this Agreement.

"Preferred Member" means any Member who holds any Preferred Interest, solely in that Person's capacity as such.

"Proceeding" has the meaning given to such term in Section 7.1.

"Qualifying Offer" means an offer to purchase a Membership Interest if it meets all of the following criteria:

- (a) the offer is a written offer, in good faith and at arm's-length, from a Person that is not an Affiliate of the Transferring Member to purchase [all, and not less than all,] of the Transferring Member's Membership Interest;
- (b) the offer is for a price payable solely in cash;
- (c) the offer is not subject to any material conditions such as financing or due diligence;
- (d) the offer does not include consideration unrelated to the sale of the Subject Interest;
- (e) the offer is subject in all respects to the right of the other Members to first purchase the Subject Interest pursuant to Section 3.6(b);
- (f) the proposed transferee is a principal, identified in the offer, and not an agent acting on behalf of an undisclosed principal; and
- (g) the offer contains all material terms and conditions of a written contract of purchase and sale of the Membership Interest, provides for a closing not earlier than the term specified in Section 3.6(b)(ii) and is not assignable.

"Quarter" means, unless the context requires otherwise, a fiscal quarter, or, with respect to the first fiscal quarter after the Effective Date, the portion of such quarter after the Effective Date, of the Company.

"Recapture Income" means any gain recognized by the Company (computed without regard to any adjustment required by section 734 or 743 of the Code) upon the disposition of any

property or asset of the Company, which gain is characterized as ordinary income because it represents the recapture of deductions previously taken with respect to such property or asset.

"Representative" means, with respect to any Person, the existing or potential shareholders, members, partners, investors or lenders of, in or to such Person, or the officers, directors, employees, representatives or agents (including investment bankers, financial advisors, attorneys, accountants, brokers and other advisors) of such Person.

"Required Allocations" means any allocation of an item of income, gain, loss or deduction pursuant to Section 5.1(b)(i), Section 5.1(b)(ii), Section 5.1(b)(iii), Section 5.1(b)(iv), Section 5.1(b)(vii) or Section 5.1(b)(ix).

"Required Consent" means the affirmative vote of Board Members appointed by one or more Members collectively holding more than 50% of all of the Common Interests at the time such action is being taken; *provided, however, that* if a Member is in Default, "Required Consent" means the affirmative vote of Board Members appointed by one or more Members, other than the Member in Default, collectively holding more than 50% of the Common Interests, excluding the Membership Interest held by such Member in Default, at the time such action is being taken.

"Required Contribution" has the meaning given to such term in Section 4.2(b).

"Required Equity Amount" means, with respect to any Phase, the greater of (i) the aggregate amount required by the Construction Lenders to be contributed by CSP and Investor to the Company in connection with the Construction Debt Financing for such Phase, and (ii) the aggregate amount required by the RUS to be contributed by CSP and Investor to the Company in connection with the RUS Debt Refinancing for such Phase.

"Reserve" means the sum of [(a) the average (for the Calendar Year in which the determination occurs) of the Company's aggregate Monthly costs and expenses; and (b) any additional cash reserves (which may be positive or negative) determined by Unanimous Consent to be necessary or appropriate].

"Residual Gain" or "Residual Loss" means any item of gain or loss, as the case may be, of the Company recognized for federal income tax purposes resulting from a sale, exchange or other disposition of a Contributed Property or Adjusted Property, to the extent such item of gain or loss is not allocated pursuant to Section 5.2(b)(i)(A) or 5.2(b)(ii)(A), respectively, to eliminate Book Tax Disparities.

"RUS" means the Rural Utility Service.

"RUS Debt Refinancing" means the term loans obtained by the Company from the RUS pursuant to the RUS Debt Refinancing Documents.

"RUS Debt Refinancing Documents" means the loan and credit agreements, notes, bonds, indentures, guaranties, security agreements, intercreditor agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the RUS term debt financing for the Facility.

"Security Interest" means any security interest, lien, mortgage, encumbrance, hypothecation, pledge, or other obligation, whether created by operation of law or otherwise, created by any Person in any of its property or rights.

"Service" means the Internal Revenue Service.

"Special Purpose Entity" means any Member or Person that Controls a Member, all or substantially all of the assets of which consist, directly or indirectly, of a Membership Interest.

"Subject Interest" has the meaning given to such term in Section 3.6(b)(ii).

"Substituted Member" means a Person who is admitted as a Member of the Company, at such time as such Person has complied with the requirements of Section 3.9, in place of and with all the rights of a Transferring Member with respect to the Membership Interest transferred and who is shown as a Member on the books and records of the Company.

"Tax Matters Member" has the meaning given to such term in Section 8.3.

"Third Party" means any Person other than a Member, its Affiliates, and the Company.

"Transfer" or "Transferred" means, with respect to a Membership Interest, a voluntary or involuntary sale, assignment, transfer, conveyance, exchange, bequest, devise, gift or any other alienation (in each case, with or without consideration) of any rights, interests or obligations with respect to all or any portion of (a) such Membership Interest or (b) the equity interests of any Special Purpose Entity that is the Member or that Controls the Member; *provided, however, that* for avoidance of doubt, any conversion of Preferred Interests to Common Interests pursuant to Section 3.3(b) shall not be deemed to be a Transfer.

"Transferee" means a Person who receives all or part of a Member's Membership Interest through a Transfer.

"Transferring Member" has the meaning given to such term in Section 3.6(b)(ii).

"Treasury Regulation" means the Income Tax Regulations promulgated under the Code, as may be amended from time to time (including corresponding provisions of successor regulations).

"UCC" has the meaning given to such term in Section 4.3(a)(v).

"Unanimous Consent" means the unanimous affirmative vote of Board Members appointed by one or more Members collectively holding one hundred percent (100%) of all of the Membership Interests at the time such action is being taken; *provided, however, that*

(a) if a Member is in Default, "Unanimous Consent" means the affirmative vote of Board Members appointed by one or more Members, other than the Member in Default, collectively holding one hundred percent (100%) of the Membership Interests, excluding the Membership Interest held by such Member in Default, at the time such action is being taken;

(b) with respect to any action related to an Affiliate Contract, "Unanimous Consent" means the affirmative vote of Board Members appointed by one or more Members, other than the Member which is, or which its Affiliates is, a party to such Affiliate Contract, collectively holding one hundred percent (100%) of the Membership Interests, excluding the Membership Interest held by the Member which is, or which its Affiliates is, a party to such Affiliate Contract, at the time such action is being taken; and

(c) with respect to any action related to litigation, arbitration or similar proceedings (including any proposed or threatened litigation, arbitration or similar proceeding) involving the Company as a party (or the equivalent) to which a Member or an Affiliate thereof is a party adverse to the Company (other than as a co-defendant or the equivalent), "Unanimous Consent" means the affirmative vote of Board Members appointed by one or more Members, other than such adverse Member (and each such Member with an adverse Affiliate), collectively holding one hundred percent (100%) of the Membership Interests, excluding the Membership Interest held by such adverse Member (and each such Member with an adverse Affiliate).

"Unrealized Gain" attributable to any item of Company property means, as of any date of determination, the excess, if any, of (a) the Fair Market Value of such property as of such date (as determined under Section 4.5(d)) over (b) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 4.5(d) as of such date).

"Unrealized Loss" attributable to any item of Company property means, as of any date of determination, the excess, if any, of (a) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 4.5(d) as of such date) over (b) the Fair Market Value of such property as of such date (as determined under Section 4.5(d)).

1.2 Other Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Equity Contribution Agreement.

1.3 Construction. Except as otherwise expressly provided herein, the following rules shall apply to the usage of terms in this Agreement:

(a) The terms defined above have the meanings set forth above for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb).

(c) "Include," "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import.

(d) "Writing," "written" and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

(e) References to a Person are also to its permitted successors and assigns, and references to any Governmental Authority are also to its successor.

(f) Any term defined above by reference to any agreement, instrument or Law has such meaning whether or not such agreement, instrument or Law is in effect.

(g) The headings of the Sections and subsections of this Agreement are included for convenience only and shall not be deemed to constitute a part of this Agreement.

(h) "Hereof," "herein," "hereunder" and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular article, section or other subdivision thereof or exhibit or schedule or other attachment thereto. All references herein to Exhibits, Schedules, Appendices, Articles, Sections or subdivisions thereof will refer to the corresponding Exhibits, Schedules, Appendices, Article, Section or subdivision thereof of this Agreement unless specific reference is made to such exhibits, articles, sections or subdivisions of another document or instrument.

(i) Pronouns, whenever used in any agreement or instrument that is governed by this Agreement and of whatever gender, shall include all Persons. References to any gender include, unless the context otherwise requires, references to all genders.

(j) The word "or" will have the inclusive meaning represented by the phrase "and/or," "shall" and "will" have equal force and effect.

(k) Whenever the consent or approval of a Party is required pursuant to this Agreement, unless expressly stated that such consent or approval is to be given in the sole discretion of such Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

(l) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(m) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(n) Any agreement, instrument or Law referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or Law as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

(o) Unless otherwise specified, all references contained in this Agreement, in any Exhibit or Schedule referred to therein or in any instrument or document delivered pursuant hereto to dollars or "\$" shall mean United States dollars.

(p) The Parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

ARTICLE II ORGANIZATION

2.1 Formation. The Company was organized as a Delaware limited liability company by the filing of a Certificate of Formation (as amended, supplemented or otherwise modified from time to time, the "Certificate") with the Secretary of State of the State of Delaware pursuant to the Act on the Formation Date.

2.2 Name. The name of the Company is "Turning Point Solar Generation LLC" and all Company business must be conducted in that name or such other names that comply with Laws as the Board may select from time to time.

2.3 Principal Office in the United States; Other Offices. The principal office of the Company in the United States shall be at _____ or at such other place as the Board may designate from time to time, which need not be in the State of Delaware. The Company may have such other offices as the Board may designate from time to time.

2.4 Purpose. The sole purpose of the Company is to engage in the Business. Except for activities related to such purpose, there are no other authorized business purposes of the Company. The Company shall not engage in any activity or conduct inconsistent with the Business.

2.5 Foreign Qualification. Prior to the Company's conducting business in any jurisdiction other than Delaware, the Company shall comply, to the extent procedures are available and those matters are reasonably within the control of the Company, with all requirements necessary to qualify the Company as a foreign limited liability company, and, if necessary, keep the Company in good standing, in that jurisdiction.

2.6 Term. Subject to earlier termination pursuant to other provisions of this Agreement (including those contained in Article X), the term of the Company shall be perpetual.

2.7 Mergers and Exchanges. Except as otherwise provided in this Agreement or prohibited by Law, the Company may be a party to any merger, share exchange, consolidation, exchange or acquisition or any other type of reorganization.

2.8 Standard of Conduct—No Implied Duty or Obligation. Each Member and its Affiliates may engage, directly or indirectly, without the consent or approval of the other Members or the Company, in the businesses conducted by such Member and its Affiliates as of the Effective Date and in any other business opportunities, transactions, ventures or other arrangements of any nature or description, independently or with others, including business of a nature which may be competitive with or the same as or similar to the Business, regardless of the geographic location of such business, and without any duty or obligation to account to the other

Members or the Company in connection therewith. Nothing herein is intended to create a partnership, joint venture, agency or other relationship creating fiduciary or quasi-fiduciary duties or similar duties and obligations or subject the Members to joint and several or vicarious liability or to impose any duty, obligation or liability that would arise therefrom with respect to any or all of the Members or the Company. To the extent that, at law or in equity, a Member has any fiduciary or other duty to the Company or to any other Member pursuant to this Agreement (other than as expressly set forth in this Agreement), such duty is hereby eliminated to the maximum extent permitted pursuant to Section 18-1101(c) of the Act. Notwithstanding anything to the contrary in this Agreement, (a) each Member (and its designated Board Member) shall be permitted to vote its Membership Interest in its own self-interest and (b) (i) the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to a Member; (ii) no Member who (directly or through an Affiliate) acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company shall have any duty to communicate or offer such opportunity to the Company or any other Member, and such Member shall not be liable to the Company, to any Member or any other Person for breach of any fiduciary or other duty by reason of the fact that such Member pursues or acquires such opportunity for itself or its Affiliate, directs such opportunity to another Person or does not communicate such opportunity or information to the Company; and (iii) neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other businesses, investments or activities of a Member or to the income or proceeds derived therefrom.

2.9 Guaranty Agreements. If at any time on and after the Effective Date a Member does not qualify as a Creditworthy Entity, then such Member shall cause a Guaranty Agreement from a Creditworthy Entity to be executed and delivered to the other Members and the Company within [10] Business Days following the date on which the Member is not qualified as a Creditworthy Entity. The other Members and the Company shall return such Guaranty Agreement to such Member promptly upon such Member subsequently qualifying as a Creditworthy Entity.

ARTICLE III MEMBERSHIP INTERESTS AND TRANSFERS

3.1 Members. The Members as of the Effective Date are the CSP Member and the Investor Member. A Person may only be admitted to the Company as an additional Member or a Substituted Member as provided in this Agreement.

3.2 Number of Members. The number of Members of the Company shall never be fewer than one.

3.3 Membership Interests; Conversion.

(a) Common and Preferred Interests. The Membership Interests of the Company shall be divided into Common Interests and Preferred Interests, in each case with the rights and obligations set forth in this Agreement. The Members agree that each Member's Membership Interest shall be that which is set forth in Exhibit A, which exhibit

shall be amended by the Board as required to reflect changes and adjustments made from time to time in accordance with the terms of this Agreement.

(b) Conversion of Preferred Interests. The Preferred Interests shall be convertible, at the option of the holder and without any cost to such holder, in whole or in part *[at any time,] [subject to the fulfillment or waiver of certain conditions]* from time to time, into an equal number of Common Interests that represent the same percentage of all outstanding Membership Interests represented by the Preferred Interests being converted. Each holder of Preferred Interests that desires to convert the same into Common Interests shall give notice to the Company that such holder elects to convert the same and stating therein the number of Preferred Interests being converted. Each conversion shall be deemed to have been effected immediately prior to the close of business on the date such notice to the Company is delivered and the rights of the holder thereof as to the Preferred Interests being converted shall cease at such time except for the right to receive the Common Interests as a result of such conversion, and the Person entitled to receive the Common Interests issuable upon such conversion shall be treated for all purposes as the record holder of such Common Interests at such time. The Board shall cause Exhibit A to be amended to reflect any such conversion, and the Capital Account(s) attributable to the Preferred Interests converted to Common Interests pursuant to this Section shall be transferred in accordance with such conversion.

3.4 Representations and Warranties. Each Member hereby represents and warrants to the Company and the other Members that:

(a) It is duly formed, validly existing and (if applicable) in good standing under the Laws of the state of its formation, and if required by Law is duly qualified to do business and (if applicable) is in good standing in the jurisdiction of its principal place of business (if not formed therein).

(b) It has full corporate, limited liability company, partnership, trust, or other applicable power and authority to execute and agree to this Agreement and to perform its obligations hereunder and all necessary actions by the board of directors, shareholders, managers, members, partners, trustees, beneficiaries, or other Persons necessary for the due authorization, execution, delivery, and performance of this Agreement by that Member have been duly taken.

(c) It has duly executed and delivered this Agreement, and this Agreement is enforceable against such Member in accordance with its terms, subject to bankruptcy, moratorium, insolvency and other Laws generally affecting creditors' rights and general principles of equity (whether applied in a proceeding in a court of law or equity); (iv) its authorization, execution, delivery, and performance of this Agreement does not conflict with any material obligation under any other material agreement or arrangement to which that Member is a party or by which it is bound.

(d) It (i) has been furnished with such information about the Company and the Membership Interest as that Member has requested, (ii) has made its own independent inquiry and investigation into, and based thereon has formed an independent judgment

concerning, the Company and that Member's Membership Interest therein, (iii) has adequate means of providing for its current needs and possible individual contingencies and is able to bear the economic risks of this investment and has a sufficient net worth to sustain a loss of its entire investment in the Company in the event such loss should occur, (iv) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company, (v) is an "accredited investor" within the meaning of "accredited investor" under Regulation D of the Securities Act of 1933, as amended, and (vi) understands and agrees that its Membership Interest shall not be sold, pledged, hypothecated or otherwise transferred except in accordance with the terms of this Agreement and pursuant to an applicable exemption from registration under the Securities Act of 1933 and other applicable securities Laws. Upon the occurrence and during the continuation of any event or condition which would cause a Member to be in breach of a representation or warranty contained in clause (vii) of this Section 3.4, the breaching Person shall be treated as a Transferee who has not become a Substituted Member in accordance with the terms of Section 3.9.

3.5 Restrictions on the Transfer of a Membership Interest. Any Transfer of a Membership Interest may only be made in accordance with Law and the provisions of this Agreement, including the following provisions of this Section 3.5. Any purported Transfer in breach of the terms of this Agreement shall be null and void *ab initio*, and the Company shall not recognize any such prohibited Transfer.

(a) No Transfer of Partial Interests. Other than as provided in Section 3.6(a), no Member may effect a Transfer of less than all of its Membership Interest, unless such action is approved in writing by the other Members.

(b) Securities Act Compliance. A Membership Interest shall not be Transferred except pursuant to an applicable exemption from registration under the Securities Act of 1933, as amended, and other applicable securities Laws.

(c) Rights on Transfer. Except for Transferees with respect to Transfers made in accordance with Sections 3.6(a) and 3.6(b) (to the extent provided in Section 3.9(a)) or as otherwise provided in this Agreement or by Law, (i) no Transferee shall have the right to become a Substituted Member and (ii) unless and until a Transferee is admitted as a Substituted Member, (A) such Transferee shall have no right to exercise any of the powers, rights and privileges of a Member hereunder other than to receive its share of allocations and distributions pursuant to this Agreement and (B) the Member who has Transferred all or any part of its Membership Interest to such Transferee shall cease to be a Member with respect to such Membership Interest so Transferred upon Transfer of such Membership Interest and thereafter shall have no further powers, rights and privileges as a Member hereunder with respect to such Membership Interest (to the extent so Transferred), but shall, unless otherwise relieved of such obligations by the Company, remain liable for all obligations and duties as a Member with respect to such Membership Interest; *provided, however, that* if the Transferee reconveys such Membership Interest to the Transferring Member within 10 days after the Transferring Member becomes aware that the Transferee will not become a Substituted Member, the Transferring Member

shall once again be entitled to all of the powers, rights and privileges of a Member hereunder.

(d) Fees. The Company may, in its reasonable discretion, charge the Transferring Member a reasonable fee to cover administrative expenses necessary to effect a Transfer with respect to any or all of such Member's Membership Interest.

(e) Payments. In the absence of the substitution (as provided herein) of a Transferee for a Transferring Member, any payment by the Company to the Transferring Member shall acquit the Company and the Members of all liability to any other Persons who may be interested in such payment by reason of a Transfer by such Member.

(f) Prohibited Transfers. Notwithstanding any other provision hereof to the contrary, (i) no Transfer may be made which, in the Board's reasonable judgment, would cause the Company to lose its status as an Exempt Wholesale Generator (as defined by FERC) or would cause a material breach, event of default, default or acceleration of payments or which would require the Company to make any mandatory repurchase offer, mandatory repurchase, mandatory redemption or mandatory prepayment, under any agreement or instrument to which the Company or any of its direct or indirect subsidiaries is a party that has not been waived by the counterparty; and (ii) except as specifically provided under Section 3.6(c) or 3.6(d), a Member in Default shall not Transfer, and shall not permit a Transfer of, its Membership Interest.

(g) Notice Required. Neither the Company nor any Member shall be bound or otherwise affected by any Transfer of any Membership Interest of which such Person has not received notice pursuant to Section 3.7.

(h) Tax Termination. [If a transfer of a Membership Interest results in a termination of the Company as a partnership under the Code, the Company shall cause such allocations to be made as are necessary to keep the non-transferring Members in the same economic position as if such termination had not occurred.] [Note: Under review by AEP tax.]

3.6 Permitted Transfers and Right of First Refusal.

(a) Transfers not Subject to ROFR.

(i) Any Member may Transfer all or a portion of its Membership Interest to an Affiliate of such Member without being subject to the requirements of Section 3.6(b); provided that such Transfer otherwise complies with the terms of this Agreement, including Section 3.9(b).

(ii) Notwithstanding anything to the contrary set forth herein, CSP Member may Transfer all or a portion of its Membership Interests in connection with a sale or disposition of all or substantially all of their respective generation assets without being subject to the requirements of Section 3.6(b) or any other restrictions on Transfers set forth in this Agreement.

(b) Qualifying Offers Subject to ROFR.

(i) Subject to the right of first refusal set forth in this Section 3.6(b) and the other restrictions and limitations contained herein, a Member may Transfer all, and not less than all, of its Membership Interest to another Person that is not an Affiliate of such Member.

(ii) Except with respect to Transfers according to the terms of Section 3.6(a), any Member (or such Member's Affiliate) who receives, and desires to accept, a Qualifying Offer (such Member and any other Member deemed to have made a Transfer under Section 3.6(c) or 3.6(d), each a "Transferring Member") from a ready, willing and able Transferee that (A) qualifies as a Creditworthy Entity or will cause the execution and delivery of a Guaranty Agreement from a Creditworthy Entity, (B) is no less qualified than the Transferring Member to perform the Transferring Member's obligations under this Agreement and (C) has substantial experience in the ownership or operation of electric power generation facilities, shall first offer to transfer such Member's Membership Interest (the "Subject Interest") to the other Members (the "Non-Transferring Members"). Such offer shall be made by an irrevocable written offer (the "Offer Notice") to transfer all of the Subject Interest and shall contain a complete description of the price and other terms and conditions of the transaction in which the Transferring Member proposes to Transfer the Subject Interest, including the name of the ready, willing and able Transferee, the consideration specified and the proposed closing date of the transaction, which shall in no event be later than 60 days following the expiration of the Option Period. Each Non-Transferring Member shall have the right to acquire a portion of the Subject Interest based on the ratio of its Membership Interest to the Membership Interest(s) of all Non-Transferring Members, and each Non-Transferring Member shall have 30 days (the "Option Period") after receipt of the Offer Notice within which to advise the Transferring Member whether or not it will acquire such portion of the Subject Interest upon the terms and conditions contained in the Offer Notice. If, within the Option Period, one or more Non-Transferring Members elect to acquire such Subject Interest, then such Non-Transferring Member(s) shall close such transaction in accordance with this Section 3.6 no later than the closing date set forth in the Offer Notice.

(iii) If any Non-Transferring Member does not elect to acquire its proportionate share of the Subject Interest being transferred, the remaining Non-Transferring Members shall have the right to acquire an equal and undivided portion of the remaining Subject Interest based on the ratio of their Membership Interest to the Membership Interest(s) of all Non-Transferring Members desiring to acquire a portion of such remaining Subject Interest or in such proportions as such Non-Transferring Members may otherwise agree. The right herein created in favor of the Non-

Transferring Members as a group is an option to acquire all, or none, of the Subject Interest offered for sale by the Transferring Member. If the Non-Transferring Member(s) decline to acquire all of the Subject Interest of the Transferring Member in accordance with this Section 3.6(b), the Transferring Member may Transfer such Subject Interest to the Transferee named in the Offer Notice delivered to the Non-Transferring Member(s) upon the terms described in such Offer Notice. If such Transfer does not occur in accordance with the terms of such Offer Notice, such attempted Transfer shall be null and void *ab initio* and the Transferring Member shall again be subject to the provisions of this Section 3.6(b).

(iv) Upon consummation of any such Transfer (whether to a Member or any other Person), such Transferee and its Membership Interest shall automatically become a party to and be bound by this Agreement and shall thereafter have all of the rights and obligations of a Member hereunder. Notwithstanding the foregoing, all Transfers pursuant to this Section 3.6(b) must also comply with and be governed by this Agreement, including any restrictions on Transfers herein and on any Transferee becoming a Substituted Member.

(c) Encumbered Interests Subject to ROFR. Except with prior Unanimous Consent, no Member may grant or suffer a Security Interest on all or any portion of its Membership Interest or the equity interests of any Special Purpose Entity ("Encumbrance"). If any Member ("Encumbering Member") should grant or suffer an Encumbrance without the Unanimous Consent, the Encumbering Member shall be obligated to notify the other Members in writing (and such notice shall be the Offer Notice) and the Encumbrance shall be deemed to be a proposed Transfer of all the Membership Interests subject to the Encumbrance and, therefore, a Subject Interest offered to the other Members under Section 3.6(b) at a price equal to the Fair Market Value of such Membership Interest and payable only in cash, and such Encumbering Member shall be obligated to sell its Membership Interest in accordance with Section 3.6(b) (except the provisions of Sections 3.6(b)(iii) and (iv) shall not be applicable thereto) and this Section 3.6(c).

(d) Other Deemed Transfers Subject to ROFR. If a Member (i) undergoes a Change of Control, (ii) is dissolved and wound up (unless the sole distributee of the Member's Membership Interest is such Member's Parent or an Affiliate of the Member's Parent) (iii) becomes a Insolvent Member or (iv) is an Encumbering Member (as permitted under Section 3.6(c)) whose Membership Interests have been foreclosed upon by a creditor or trustee-in-bankruptcy in a legal or equitable proceeding, the affected Member shall be obligated to notify the other Members in writing (and such notice shall be deemed to be the Offer Notice) and the entire Membership Interest owned by such Member shall be deemed to be the subject of a proposed Transfer and, therefore, a Subject Interest offered to other Members under Section 3.6(b) at a price equal to the Fair Market Value of such Membership Interest and payable only in cash, and such affected Member shall be obligated to sell its Membership Interest in accordance with Section 3.6(b) and this Section 3.6(d).

(e) Determination of Fair Market Value. Whenever the Fair Market Value of a Membership Interest is determined as a result of a deemed Transfer under Sections 3.6(c) or 3.6(d), the Fair Market Value shall be determined as of the last day of the Month immediately preceding the occurrence of the Encumbrance, Change of Control or foreclosure, dissolution or bankruptcy, as applicable, that is deemed a Transfer (the "Determination Date"); *provided, however, that* for purposes of determining the purchase price for the Subject Interest, the Fair Market Value shall be reduced by any distributions made to the Transferring Member attributable to the Subject Interest, and increased by any Capital Contributions made by the Transferring Member attributable to the Subject Interest, occurring during the time period between the Determination Date and the closing of the purchase and sale. The "Fair Market Value" of the Subject Interest deemed to be Transferred under Sections 3.6(c) or 3.6(d) shall be determined by mutual agreement of the Transferring Member (or its representative) and the Non-Transferring Member(s); *provided, however, that* if such Persons do not agree on the Fair Market Value of such Subject Interest during the first 20 days of the Option Period, (a) any Member, by written notice to the other Members, may require the determination of Fair Market Value to be made by an independent appraiser specified in such written notice, and (b) the Option Period shall thereafter be extended until the tenth day following the final determination of Fair Market Value in accordance with the terms hereof. If the Member receiving that notice objects in writing on or before the tenth day following receipt to the independent appraiser designated in that notice, and the Members otherwise fail to agree on an independent appraiser, any Member may request the regional office of the CPR Institute covering Franklin County, Ohio to designate an independent appraiser who shall be qualified by his or her education, training and experience in the electric power generation industry to determine the Fair Market Value of such Subject Interest, whose determination of the independent appraiser shall be final and binding on both Members and the Company. Failing designation by the regional office of the CPR Institute, any Member may in writing request any judge of the United States District Court located in Franklin County, Ohio to appoint an independent appraiser qualified by his or her education, training and experience in the electric power generation industry to determine the Fair Market Value of such Subject Interest, whose determination of the independent appraiser shall be final and binding on all Parties. If the independent appraiser so chosen shall die, resign or otherwise fail or becomes unable to serve as independent appraiser, a replacement independent appraiser shall be chosen in accordance with this Section 3.13. The Company shall provide the independent appraiser with all information and data reasonably necessary to make a determination of Fair Market Value, subject to a customary confidentiality agreement. The independent appraiser shall report to the Members its determination of Fair Market Value within 30 days after appointment, and such determination shall be final and binding on the Members. The Transferring Member or the offering Members, on the one hand, and the Non-Transferring Members or non-offering Member, on the other hand, each shall pay one-half of the appraisal and court costs in appointing an appraiser.

(f) Offer Period for Deemed Transfers. Whenever an option arises as a result of a deemed Transfer under Sections 3.6(c) or 3.6(d), the Option Period shall begin upon the occurrence of the event constituting the deemed Transfer and shall continue until the

30th day following the giving of the notification to the other Members referenced in the applicable provision of Section 3.6(c) or 3.6(d).

(g) Closing. At the closing of the Transfer of a Membership Interest pursuant to this Section 3.6, the Transferee shall deliver to the Transferring Member the full consideration agreed upon. Any membership interest transfer or similar taxes involved in such sale shall be paid by the Transferring Member, and the Transferring Member shall provide the Transferee with such evidence of the Transferring Member's authority to Transfer hereunder and such tax lien waivers and similar instruments as the Transferee may reasonably request.

(h) Governmental Approvals. If any Governmental Approval is required with respect to any Transfer, the Transferee shall have a reasonable amount of time to obtain such Governmental Approval. All Members shall use reasonable, good faith efforts to cooperate with the Transferee attempting to obtain, and to assist in timely obtaining, such Governmental Approval; *provided that* no Member shall be required to incur any out-of-pocket costs or additional liability in connection with such cooperation and assistance. After the expiration of such waiting period, such Transferee shall forfeit its rights to acquire the Subject Interest with respect to such specific transaction; *provided, however, that* such forfeiture shall not limit or otherwise affect the forfeiting Transferee's rights with respect to any subsequent proposed Transfer made in accordance herewith.

(i) Transfer no Release. No Transfer of a Membership Interest shall affect a release of the Transferring Member (or its applicable Affiliates) from any liabilities or obligations to the Company or the other Members that accrued prior to the Transfer.

3.7 Documentation; Validity of Transfer. The Company shall not recognize for any purpose any purported Transfer of a Membership Interest unless and until the applicable provisions of Sections 3.5 and 3.6 have been satisfied and the Company has received, on behalf of the Company, a document in a form acceptable to the Company executed by both the Transferring Member (or if the Transfer is on account of the death, incapacity, or liquidation of the Member, its representative) and the Transferee. Such document shall (a) include the notice address of the potential Transferee and such Person's agreement to be bound by this Agreement with respect to the Membership Interest being obtained, (b) contain a representation and warranty that the Transfer was made in accordance with all Laws (including state and federal securities Laws) and the terms and conditions of this Agreement, (c) include a legally binding agreement of the Transferee to be bound by this Agreement from and after the date such Transferee becomes a Member and (d) if the Person to which the Membership Interest is Transferred is to be admitted to the Company as a Substituted Member, its representation and warranty that the representations and warranties in Section 3.4 are true and correct with respect to such Person. Each Transfer and, if applicable, admission complying with the provisions of this Section 3.7 and Sections 3.5, 3.6 and 3.9(b) is effective against the Company as of the first Business Day of the Month immediately succeeding the Month in which (i) the Company receives the document required by this Section 3.7 reflecting such Transfer, and (ii) the other requirements of Sections 3.5, 3.6 and 3.9(b) have been met.

3.8 Possible Additional Restrictions on Transfer. Notwithstanding anything to the contrary contained in this Agreement, in the event of (a) the enactment (or imminent enactment) of any legislation, (b) the publication of any temporary or final Treasury Regulations, (c) any ruling by the Service or (d) any judicial decision that in any such case, in the opinion of counsel to the Company, would result in the taxation of the Company for federal income tax purposes as a corporation or would otherwise subject the Company to being taxed as an entity for federal income tax purposes, this Agreement shall be deemed to impose such restrictions on the Transfer of a Membership Interest as may be required, in the opinion of counsel to the Company, to prevent the Company from being taxed as a corporation or otherwise being taxed as an entity for federal income tax purposes, and the Members thereafter shall amend this Agreement as necessary or appropriate to impose such restrictions.

3.9 Substituted Members.

(a) Substitution. Persons, including Transferees, may be admitted to the Company as Substituted Members as provided under the terms of this Section 3.9. Except as expressly provided otherwise, any Transferee with respect to a Transfer made in accordance with Sections 3.6(a) or 3.6(b) shall be admitted automatically as a Substituted Member upon compliance with Sections 3.5, 3.6, 3.7 and 3.9(b) with respect to such Transfer, but without the consent or approval of any other Person; *provided, however, that* any Transferee that is not already a Member at the time of the Transfer and acquires a Membership Interest by foreclosure shall not be admitted as a Substituted Member without Unanimous Consent.

(b) Creditworthy Entity. Notwithstanding anything to the contrary contained herein, a Person may be admitted as a Substituted Member only if such Person either qualifies as a Creditworthy Entity or delivers to the other Members a Guaranty Agreement from a Creditworthy Entity, as guarantor.

(c) Rights and Obligations. Upon becoming a Substituted Member, (i) such Substituted Member shall have all of the powers, rights, privileges, duties, obligations and liabilities of a Member, as provided in this Agreement and by Laws to the extent of the Membership Interest so Transferred and (ii) the Member who Transferred the Membership Interest and its guarantor shall be relieved of all of the obligations and liabilities with respect to such Membership Interest; *provided that* such Member and, if applicable, its guarantor under a Guaranty Agreement shall remain fully liable for all liabilities and obligations relating to such Membership Interest that accrued prior to the applicable Transfer.

3.10 Liability to Third Parties. Except as required by the Act, no Member shall be liable to any Person (including any Third Party, the Company or to another Member) (a) as the result of any act or omission of another Member or (b) for Company losses, liabilities or obligations (except as otherwise expressly agreed to in writing by such Member or as a result of such Member having made available to the Company, for its proportionate share equal to its Membership Interest, such Member's insurance program (commercial, self-funded, self-insured or other similar programs)).

3.11 Resignation. Each Member hereby covenants and agrees that it will not resign or withdraw from the Company as a Member prior to the dissolution and winding up of the Company.

ARTICLE IV CAPITAL CONTRIBUTIONS

4.1 Initial Capital Contributions. The initial Capital Contribution Amounts of each Member as of the Effective Date, which represent their respective Phase FC Contribution Amounts for Phase 1 of the Facility, are reflected on Exhibit A.

4.2 Subsequent Contributions.

(a) Agreed Caps. The CSP Member shall not be obligated to make any Capital Contribution with respect to Phase 1, Phase 2 or Phase 3 that, together with all previous Capital Contributions with respect to Phase 1, Phase 2 or Phase 3, as applicable, would cause its Capital Contributions with respect to Phase 1 to exceed [\$ _____], with respect to Phase 2 to exceed [\$ _____], or with respect to phase 3 to exceed [\$ _____] [to aggregate \$20,000,000] without prior Unanimous Consent relating to any such Capital Contribution. The Investor Member shall not be obligated to make any Capital Contribution with respect to Phase 1, Phase 2 or Phase 3 that, together with all previous Capital Contributions with respect to Phase 1, Phase 2 or Phase 3, as applicable, would cause its Capital Contributions to exceed with respect to Phase 1 to exceed [\$ _____], with respect to Phase 2 to exceed [\$ _____], or with respect to phase 3 to exceed [\$ _____] [to aggregate \$ _____] without prior Unanimous Consent relating to any such Capital Contribution.

(b) Required Contributions. Subject to the provisions of Section 4.2(a), with respect to each Phase, each Member agrees to contribute to the Company its respective Equity Capital Contribution Amounts (i.e., Phase FC Contribution Amounts and Phase Subsequent Contribution Amounts) at the times and in the sums required for the Company to pay all amounts necessary to fund in the aggregate the Required Equity Amount for such Phase, and (ii) any other Capital Contribution approved by Unanimous Consent (in each case, a "Required Contribution"). Each Member agrees to contribute that portion of the Required Contribution equal to its Membership Interest. The Members will make such contributions within 5 Business Days as directed by written cash calls issued by the Board to the Members for the purpose of satisfying Required Contributions.

4.3 Failure to Contribute. *[Note: Discuss whether Delinquent Member should be entitled to vote on Company matters.]*

(a) Deemed Loan; Terms of Loans. If a Member is in Default as a result of its failure to contribute all or any portion of a Required Contribution that such Member ("Delinquent Member") is required to make as provided in this Agreement, the non-Delinquent Members may advance the entire amount of the Delinquent Member's Required Contribution that is in Default. Each advance made by a non-Delinquent Member on behalf of a Delinquent Member shall constitute a loan to the Delinquent

Member (the non-Delinquent Member making such loan, the "Lending Member," whether one or more). Such advance shall have the following results:

(i) the sum advanced shall constitute a loan from the Lending Member to the Delinquent Member and a Capital Contribution of that sum to the Company by the Delinquent Member pursuant to the applicable provisions of this Agreement;

(ii) the principal balance of the loan and all accrued unpaid interest thereon (collectively, the "Obligation") shall be due and payable in whole on the tenth Business Day after the day written demand requesting payment of the Obligation is made by the Lending Member to the Delinquent Member; *provided, however, that* the Delinquent Member may prepay the Obligation in whole or in part at any time prior to the date due;

(iii) the amount lent shall bear interest at the Default Interest Rate per annum, compounded quarterly on the first day of each Quarter, from the date on which the advance is deemed made until the date that the loan, together with all interest accrued thereon and all costs and expenses associated therewith ("Costs"), is repaid to the Lending Member;

(iv) all distributions from the Company that otherwise would be made to the Delinquent Member (whether before or after dissolution of the Company) instead shall be paid to the Lending Member until the Obligation and any Costs have been paid in full to the Lending Member (with payments being applied first to accrued and unpaid interest, second to Costs, and finally to principal);

(v) the Lending Members shall have the right, in addition to the other rights and remedies granted to it pursuant to this Agreement or available to it at law or in equity, to take any action (including court proceedings and exercising the rights of a secured party under the Uniform Commercial Code of the State of Delaware or any other appropriate state (the "UCC")) that the Lending Member may deem appropriate to obtain payment from the Delinquent Member of the Obligation and all Costs;

(vi) if the Delinquent Member has defaulted on more than one Capital Contribution, the non-Delinquent Members who have made advances on behalf of such Delinquent Member under this Section 4.3(a) shall have recourse to such Delinquent Member's Membership Interest pursuant to Sections 4.3(a), 4.3(b) and 4.3(c) in priority based on the order of the dates on which the Required Contributions giving rise to such advances under this Section 4.3 were required to be made by the Delinquent Member, with an advance made in respect of Required Contributions called at an earlier date (and the Obligations and Costs relating to such advance) having priority over advances made in respect of Required Contributions called at

a later date (and the Obligations and Costs relating to such other advances);

(vii) the Delinquent Member deemed to have received a loan from a Lending Member under the terms of this Section 4.3(a) shall continue to be deemed in Default until all Obligations under such loan have been paid and satisfied in full; and

(viii) initially, a loan by a Member to another Member as contemplated by this Section 4.3(a) shall not be considered a Capital Contribution by the Lending Members and shall not increase the Capital Account balance of the Lending Members. Notwithstanding the foregoing, in the event the Obligations under any such loan have not been fully satisfied within 90 days from the date of the loan, the Lending Members, at any time thereafter by giving written notice to the Company, may elect to have the unpaid principal balance of such loan transferred to and increase such Lending Member's Capital Account with a corresponding decrease in the Capital Account of the Member on whose behalf such loan was made. Upon such transfer, (A) the unpaid principal balance of such loan shall be treated as a Capital Contribution and (B) the Membership Interest for each Member shall be automatically adjusted to equal the percentage obtained by dividing (1) the Capital Contributions of such Member (including any Capital Contribution made on behalf of the another Member under this Section 4.3) by (2) the aggregate Capital Contributions of all Members (including all Capital Contributions made on behalf of the other Members under this Section 4.3); provided that the adjustments to the Membership Interests provided in this subsection (viii) shall occur after adjustment of the Capital Accounts as provided in Section 4.5(d) as if additional Membership Interests were being issued. Upon the adjustment of the Membership Interests in the manner set forth in clause (B) of the preceding sentence, Exhibit A shall be deemed to be amended to reflect such adjusted Membership Interests. Adjustments increasing the Membership Interests of the CSP Member shall be deemed to be adjustments increasing the Preferred Interests of such Member only. If any interest or Costs remain unpaid in connection with such loan at the time the Lending Member makes an election under this subsection, the Lending Member shall retain its rights and remedies for collection of interest and Costs in connection with such loan under this Section 4.3(a) with respect to the Membership Interest, if any, of the Delinquent Member after adjustment pursuant to this subsection, but the amount treated as a Capital Contribution shall be deemed to have been repaid.

(b) Grant of Security Interest. Each Member grants to each Lending Member as security for any Obligations that may be due and owing by such Member hereunder a security interest in its Membership Interest pursuant to and in accordance with the UCC and agrees that the Lending Member shall have the rights and remedies granted under the UCC with respect to the security interest granted therein, subject to the rights of any

senior secured creditor arising under any pledge approved in accordance with Section 3.6(c) hereof. Each Member authorizes any Lending Member to file UCC financing statements related thereto and agrees that a copy of this Agreement can serve as the necessary security agreement.

(c) Other Remedies. The Company or the Non-Delinquent Members shall have the right to exercise the following remedies with respect to a Delinquent Member in addition to the rights granted by Section 4.3(a):

(i) the Company or the Non-Delinquent Members may at any time take such action (including court proceedings) as the Company or the Non-Delinquent Members may deem appropriate to obtain payment by the Delinquent Member of the portion of the Delinquent Member's Capital Contribution that is in Default, along with all costs and expenses associated with the collection of such Delinquent Member's Capital Contribution; and

(ii) the Company or the Non-Delinquent Members may at any time exercise any other rights and remedies available under this Agreement or at law or in equity.

4.4 Return of Contributions. A Member is not entitled (a) to the return of any part of any Capital Contributions or (b) to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return another Member's Capital Contributions.

4.5 Capital Accounts. The Company shall maintain for each Member a separate Capital Account in accordance with the rules of Treasury Regulation section 1.704-1(b)(2)(iv) and in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by (i) the amount of all Capital Contributions made to the Company by such Member pursuant to this Agreement, (ii) all items of Company income and gain computed in accordance with Section 4.5(b) and allocated with respect to such Member pursuant to Section 5.1, and (iii) the amount of any Company liabilities assumed by such Member or that are secured by any Company property distributed to such Member, and decreased by (x) the amount of cash or Net Agreed Value of property actually or deemed distributed to such Member pursuant to this Agreement, (y) all items of Company deduction and loss computed in accordance with Section 4.5(b) and allocated to such Member pursuant to Section 5.1 and (z) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction which is to be allocated pursuant to Article V and is to be reflected in the Members' Capital Accounts, the determination, recognition and classification of any such

item shall be the same as its determination, recognition and classification for federal income tax purposes, *provided that*:

- (i) All fees and other expenses incurred by the Company to promote the sale of (or to sell) a Membership Interest that can neither be deducted nor amortized under section 709 of the Code, if any, shall, for purposes of Capital Account maintenance, be treated as an item of deduction at the time such fees and other expenses are incurred and shall be allocated among the Members pursuant to Section 5.1.
 - (ii) Except as otherwise provided in Treasury Regulation section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under section 754 of the Code which may be made by the Company and, as to those items described in section 705(a)(1)(A) or 705(a)(2)(B) of the Code, without regard to the fact that such items are not includable in gross income or are neither currently deductible nor capitalized for federal income tax purposes. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.
 - (iii) Any income, gain or loss attributable to the taxable disposition of any Company property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Company's Carrying Value with respect to such property as of such date.
 - (iv) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such items, there shall be taken into account Depreciation, computed in accordance with the definition of "Depreciation."
 - (v) For purposes of determining income, gain, loss, and deduction, or any other item allocable to any period, such items will be determined on a daily, Monthly or other basis, as reasonably determined by the Board using any permissible method under Code section 706 and the related Treasury Regulations.
- (c) A Transferee shall succeed to the pro rata portion of the Capital Account of the transferor relating to the Membership Interest so transferred. Except as otherwise provided herein, all items of income, gain, expense, loss, deduction, and credit allocable to any Membership Interest that may have been transferred during any Calendar Year shall, if permitted by law, be allocated between the Transferring Member and the Transferee based on the portion of the Calendar Year during which each was recognized as owning that Membership Interest, based upon the interim closing of the books method;

provided, however, that this allocation must be made in accordance with a method permissible under section 706 of the Code and the Treasury Regulations thereunder.

(d) (i) In accordance with Treasury Regulation section 1.704-1(b)(2)(iv)(f), on an issuance of additional Membership Interests for cash or Contributed Property and the issuance of Membership Interests as consideration for the provision of services, the Capital Accounts of all Members and the Carrying Value of each Company property immediately prior to such issuance or adjustment shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Company property, as if such Unrealized Gain or Unrealized Loss had been recognized on an actual sale of each such property immediately prior to such issuance or adjustment and had been allocated to the Members at such time pursuant to Section 5.1 in the same manner as any item of gain or loss actually recognized during such period would have been allocated. In determining such Unrealized Gain or Unrealized Loss, the aggregate cash amount and Fair Market Value of all Company assets (including cash and cash equivalents) immediately prior to the issuance of additional Membership Interests shall be determined by the Board using such method of valuation as it may adopt. The Board shall allocate such aggregate value among the assets of the Company (in such manner as it determines) to arrive at a Fair Market Value for individual properties.

(ii) In accordance with Treasury Regulation section 1.704-1(b)(2)(iv)(f), immediately prior to any actual or deemed distribution to a Member of any Company property (other than a distribution of cash that is not in redemption or retirement of a Membership Interest), the Capital Accounts of all Members and the Carrying Value of all Company property shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Company property, as if such Unrealized Gain or Unrealized Loss had been recognized in a sale of such property immediately prior to such distribution for an amount equal to its Fair Market Value, and had been allocated to the Members, at such time, pursuant to Section 5.1 in the same manner as any item of gain or loss actually recognized during such period would have been allocated. In determining such Unrealized Gain or Unrealized Loss, the aggregate cash amount and Fair Market Value of all Company assets (including cash and cash equivalents) immediately prior to a distribution shall (A) in the case of an actual distribution that is not made pursuant to Section 10.2 or in the case of a deemed distribution, be determined and allocated in the same manner as that provided in Section 4.5(d)(i) or (B) in the case of a liquidating distribution pursuant to Section 10.2, be determined and allocated by the Liquidator using such method of valuation as it may adopt.

ARTICLE V

ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations for Capital Account Purposes. For purposes of maintaining the Capital Accounts and in determining the rights of the Members among themselves, the Company's items of income, gain, loss and deduction (computed in accordance with Section 4.5(b)) shall be allocated among the Members in each taxable year (or portion thereof) as provided herein below.

(a) Net Income and Net Loss. Net Income and Net Loss for each taxable period and all items of income, gain, loss and deduction taken into account in the computation thereof shall be allocated to the Members in accordance with their respective Membership Interests.

(b) Special Allocations. Notwithstanding any other provision of this Section 5.1, the following special allocations shall be made for such taxable period in the following order and priority:

(i) Company Minimum Gain Chargeback. Notwithstanding the other provisions of this Section 5.1, if there is a net decrease in Company Minimum Gain during any Company taxable period, each Member shall be allocated items of Company income and gain for such taxable period (and, if necessary, subsequent taxable periods) in the manner and amounts provided in Treasury Regulation sections 1.704-2(f)(6) and (g)(2) and section 1.704-2(j)(2)(i), or any successor provisions. For purposes of this Section 5.1(b), each Member's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 5.1(b) with respect to such taxable period (other than an allocation pursuant to Section 5.1(b)(v) and Section 5.1(b)(vi)). This Section 5.1(b)(i) is intended to comply with the Company Minimum Gain chargeback requirement in Treasury Regulation section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Chargeback of Minimum Gain Attributable to Member Nonrecourse Debt. Notwithstanding the other provisions of this Section 5.1 (other than Section 5.1(b)(i)), except as provided in Treasury Regulation section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Company taxable period, any Member with a share of Member Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Company income and gain for such taxable period (and, if necessary, subsequent taxable periods) in the manner and amounts provided in Treasury Regulation sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 5.1(b), each Member's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 5.1(b), other than Section 5.1(b)(i) and other than an allocation pursuant to Section 5.1(b)(vi) and Section 5.1(b)(vii), with respect to such taxable

period. This Section 5.1(b)(ii) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulation section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation section 1.704-1(b)(2)(ii)(d)(4) through (6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible; *provided that*, an allocation pursuant to this Section 5.1(b)(iii) shall be made only if and to the extent that such Member would have a deficit in such Member's Adjusted Capital Account after all other allocations provided in this Article 5 have been tentatively made as if this Section 5.1(b)(iii) were not a part of this Agreement. This Section 5.1(b)(iii) is intended to be a "qualified income offset" as that term is used in Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(iv) Stop Loss. No amount of Net Loss shall be allocated pursuant to Section 5.1(a) to the extent that such allocation would cause any Member to have a deficit balance in its Adjusted Capital Account at the end of such taxable period (or increase any existing deficit balance in its Adjusted Capital Account). All Net Losses in excess of the limitation set forth in the preceding sentence shall be allocated among such other Members, who have positive Adjusted Capital Account balances, in proportion to their respective Membership Interests until each Member's Adjusted Capital Account balance is reduced to zero. Thereafter, any remaining Net Loss shall be allocated to the Members in proportion to their relative interests in the Company as required by Section 704(b) of the Code.

(v) Gross Income Allocations. In the event any Member has a deficit balance in its Adjusted Capital Account at the end of any Company taxable period in excess of the sum of (A) the amount such Member is obligated to restore pursuant to any provision of this Agreement and (B) the amount such Member is deemed obligated to restore pursuant to Treasury Regulations sections 1.704-2(g) and 1.704-2(i)(5), such Member shall be specially allocated items of Company gross income and gain in the amount of such excess as quickly as possible; *provided that*, an allocation pursuant to this Section 5.1(b)(v) shall be made only if and to the extent that such Member would have a deficit balance in its Adjusted Capital Account after all other allocations provided in this Section 5.1 have been tentatively made as if this Section 5.1(b)(v) were not in the Agreement.

(vi) Nonrecourse Deductions. Nonrecourse Deductions for any taxable period shall be allocated to the Members in accordance with their respective Membership Interests. If the Board determines that the Company's Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under section 704(b) of the Code, the Board is authorized, upon notice to the Members, to revise the prescribed ratio to the numerically closest ratio which does satisfy such requirements.

(vii) Member Nonrecourse Deductions. Member Nonrecourse Deductions for any taxable period shall be allocated 100% to the Member that bears the Economic Risk of Loss with respect to such Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulation section 1.704-2(i). If more than one Member bears the Economic Risk of Loss with respect to a Member Nonrecourse Debt, such Member Nonrecourse Deductions attributable thereto shall be allocated between or among such Members in accordance with the ratios in which they share such Economic Risk of Loss.

(viii) Nonrecourse Liabilities. For purposes of Treasury Regulation section 1.752-3(a)(3), the Members agree that Nonrecourse Liabilities of the Company in excess of the sum of (A) the amount of Company Minimum Gain and (B) the total amount of Nonrecourse Built-in Gain shall be allocated among the Members in accordance with their respective Membership Interests.

(ix) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Treasury Regulations.

(x) Curative Allocation.

(A) Notwithstanding any other provision of this Section 5.1, other than the Required Allocations, the Required Allocations shall be taken into account in making the Agreed Allocations so that, to the extent possible, the net amount of items of income, gain, loss or deduction allocated to each Member pursuant to the Required Allocations and the Agreed Allocations, together, shall be equal to the net amount of such items that would have been allocated to each such Member under the Agreed Allocations had the Required Allocations and the

related Curative Allocations not otherwise been provided in this Section 5.1. Notwithstanding the preceding sentence, Required Allocations relating to (1) Nonrecourse Deductions shall not be taken into account except to the extent that there has been a decrease in Company Minimum Gain and (2) Member Nonrecourse Deductions shall not be taken into account except to the extent that there has been a decrease in Member Nonrecourse Debt Minimum Gain. Allocations pursuant to this Section 5.1(b)(x)(A) shall only be made with respect to Required Allocations to the extent the Board reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the Members. Further, allocations pursuant to this Section 5.1(b)(x)(A) shall be deferred with respect to allocations pursuant to clauses (1) and (2) hereof to the extent the Board determines that such allocations are likely to be offset by subsequent Required Allocations.

(B) The Board shall, with respect to each taxable period, (1) apply the provisions of Section 5.1(b)(x)(A) in whatever order is most likely to minimize economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 5.1(b)(x)(A) among the Members in a manner that is likely to minimize such economic distortions.

5.2 Allocations for Tax Purposes.

(a) Except as otherwise provided herein, for federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Members in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 5.1.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for federal income tax purposes among the Members as follows:

(i) (A) In the case of a Contributed Property, such items attributable thereto shall be allocated among the Members in the manner provided under section 704(c) of the Code that takes into account the variation between the Agreed Value of such property and its adjusted basis at the time of contribution; and (B) any item of Residual Gain or Residual Loss attributable to a Contributed Property shall be allocated among the Members in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 5.1.

(ii) (A) In the case of an Adjusted Property, such items shall (1) first, be allocated among the Members in a manner consistent with the principles of section 704(c) of the Code to take into account the Unrealized Gain or Unrealized Loss attributable to such property and the allocations thereof pursuant to Section 4.5(d)(i) or 4.5(d)(ii), and (2) second, in the event such property was originally a Contributed

Property, be allocated among the Members in a manner consistent with Section 5.2(b)(i)(A); and (B) any item of Residual Gain or Residual Loss attributable to an Adjusted Property shall be allocated among the Members in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 5.1.

(iii) The Board shall apply the principles of Treasury Regulation section 1.704-3(d) to eliminate Book-Tax Disparities.

(c) For the proper administration of the Company, the Board shall (i) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (ii) make special allocations for federal income tax purposes of income (including gross income) or deductions; and (iii) amend the provisions of this Agreement as appropriate to reflect the proposal or promulgation of Treasury Regulations under section 704(b) or section 704(c) of the Code. The Board may adopt such conventions, make such allocations and make such amendments to this Agreement as provided in this Section 5.2(c) only if such conventions, allocations or amendments are consistent with the principles of section 704 of the Code and would not have a material adverse effect on the Members.

(d) Any gain allocated to the Members upon the sale or other taxable disposition of any Company asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this Section 5.2, be characterized as Recapture Income in the same proportions and the same extent as such Members (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

(e) All items of income, gain, loss, deduction and credit recognized by the Company for federal income tax purposes and allocated to the Members in accordance with the provisions hereof shall be determined without regard to the election under section 754 of the Code that will be made by the Company; *provided, however, that* such allocations, once made, shall be adjusted (in any manner determined by the Board) as necessary or appropriate to take into account those adjustments permitted or required by sections 734 and 743 of the Code.

5.3 Transfer of Interest. In the event of a Transfer of all of a Membership Interest of a Member (in accordance with the provisions of this Agreement) at any time other than the end of a Fiscal Year, the shares of items of Net Income or Net Loss and specially allocated items allocable to the Membership Interest transferred shall be allocated between the Transferring Member and the Transferee in a manner determined by the Board in its discretion that is not inconsistent with the applicable provisions of the Code and Treasury Regulations.

5.4 Requirement of Distributions.

(a) Generally. Within 30 Calendar Days following the end of each *[Quarter]*, an amount equal to 100% of Distributable Cash shall be distributed by the Company as follows:

(i) first, 100% to the Preferred Members in an amount equal to the excess of (A) the sum of (x) the aggregate Capital Contributions of all Preferred Members and (y) the sum of all Owner Return payable with respect to such Capital Contributions, over (B) the aggregate amount previously distributed to the Preferred Members pursuant to this Section 5.4(a)(i), in proportion to each Preferred Members' share of such excess; and

(ii) second, to the Common Members in an amount equal to the excess of (A) the sum of (x) the aggregate Capital Contributions of all Common Members and (y) the sum of all Owner Return payable with respect to such Capital Contributions, over (B) the aggregate amount previously distributed to the Common Members pursuant to this Section 5.4(a)(ii), in proportion to each Common Members' share of such excess; and

(iii) thereafter, to the Members pro rata in accordance with their respective Membership Interests. *[Note: Confirm that return of equity and return on equity will be treated as provided for above or whether return of equity should be distributed always pro rata in accordance with Membership Interests. Also, discuss effect of conversion prior to payouts under (ii).]*

(b) Liquidation. Notwithstanding Section 5.4(a), in the event of the dissolution and liquidation of the Company, all receipts received during or after the *[Quarter]* in which the Liquidation Date occurs shall be applied and distributed solely in accordance with, and subject to the terms and conditions of, Section 10.2.

(c) Distributions for Taxes. The Company shall treat taxes paid by the Company on behalf of, or amounts withheld with respect to, all or less than all of the Members, as a distribution of Distributable Cash to such Members. *[Note: Discuss whether the Company should make distributions to cover taxes on phantom income.]*

(d) Restrictions. All distributions required to be made under this Agreement shall be made subject to Sections 18-607 and 18-804 of the Act, as applicable.

ARTICLE VI MANAGEMENT OF THE COMPANY

6.1 Generally. The management of the Company is fully vested in the Members, acting exclusively in their membership capacities. To facilitate the orderly and efficient management of the Company, the Members shall act collectively as a "committee of the whole," which is hereby named the "Board." The Company will not have "managers," as that term is used in the Act, it being understood that the Board Members do not constitute "managers." Decisions or actions taken by the Board in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, Board Member and Officer of the Company. Any Person dealing with the Company, other than a Member or a Member's Affiliate, may rely on the authority of the Board or the Officers in

taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance with it, regardless of whether that action actually is taken in accordance with the provisions of this Agreement. Except as otherwise agreed by Unanimous Consent, no Member shall have any unilateral right or authority to take any action on behalf of the Company or to bind or commit the Company with respect to Third Parties or otherwise. Except as otherwise expressly provided in this Agreement, each Member hereby (a) specifically delegates to the Board its rights and powers to manage and control the business and affairs of the Company in accordance with the provisions of Section 18-407 of the Act, and (b) revokes its right to bind the Company, as contemplated by the provisions of Section 18-402 of the Act.

6.2 Board.

(a) Appointment. Each Member shall be entitled to appoint one (1) Board Member; *provided, however, that* by the provision of written notice to the other Members at any time, any Member and any of its Affiliates who are also Members may elect to together appoint one (1) Board Member to represent their collective Membership Interests. The voting power of each Board Member with respect to any matter subject to Required Consent shall equal the percentage of the Common Interests held by the Member or Members that appointed such Board Member. Each Board Member shall notify the other Board Members, from time to time, of the identity of one representative of such Board Member who will represent it at any Board meeting at which such Board Member is unable to attend (an "Alternate Board Member"). The term "Board Member" shall also refer to any Alternate Board Member that is actually performing the duties of the applicable Board Member in lieu of that Board Member. The initial Board Members and initial Alternate Board Members are set forth on Schedule 6.2. Each Board Member may vote by delivering his written proxy to another Board Member. A Board Member shall serve until he resigns or is removed as provided in Section 6.7.

(b) Committees. The Board may establish, name or dissolve one or more committees, each committee to consist of one or more of the Board Members. Any committee established pursuant to this Section 6.2(d) shall have and may exercise all the powers and authority delegated to such committee by the Board.

(c) Authority of Board Members. Each Board Member shall have the full authority to act on behalf of the Member or Members that designated such Board Member; the action of a Board Member at a meeting (or through a written consent) of the Board shall bind the Member or Members that designated such Board Member; and the other Members shall be entitled to rely upon such action without further inquiry or investigation as to the actual authority (or lack thereof) of such Board Member. In addition, the act of an Alternate Board Member shall be deemed the act of the Board Member for which such Alternate Board Member is acting, without the need to produce evidence of the absence or unavailability of such Board Member.

6.3 Powers of the Board.

(a) Management of Business. Subject to the provisions of Section 6.3(b) and 6.5, the Board (and any Officer or committee duly authorized by the Board) shall have

the power, right and authority to take all actions which the Board deems necessary, useful or appropriate for the management and conduct of the Business or to the accomplishment of the purposes of the Company.

(b) Actions Requiring Unanimous Consent. Subject to the right and obligation of the Company to take actions in accordance with any Approved Contract or Approved Affiliate Contract, the Company shall not (directly or through any subsidiaries) and the Board shall not approve (directly or through committees) any action by the Company to, without Unanimous Consent:

- (i) Liquidate, dissolve or wind up the Company; convert the Company from a limited liability company formed under the Act to any other form of business entity; voluntarily declare bankruptcy, or file a petition, or seek protection, under any federal or state bankruptcy, insolvency or reorganization law, or make a general assignment for the benefit of creditors;
- (ii) Merge or consolidate the Company with any other Person, enter into any business combination with any other Person, or acquire the stock of, or any other equity interest in, any other Person;
- (iii) Transfer, sell, lease or otherwise dispose of any of the Company's assets, in any one transaction or in a series of related transactions;
- (iv) Issue, repurchase, redeem, or reclassify any interest in the Company or any securities convertible or exchangeable for any such interest;
- (v) Make an initial public offering of securities of the Company or any subsidiary, or take any action that would require the Company or any of its subsidiaries to register such securities under the Securities Exchange Act of 1934, as amended;
- (vi) Enter into any secured or unsecured agreement guaranteeing the obligations of another Person;
- (vii) Incur, renegotiate, prepay or refinance any indebtedness or create arrangements permitting such incurrence, other than trade indebtedness incurred in the ordinary course of business;
- (viii) Adopt or change accounting policies other than as necessary for such policies to be consistent with GAAP and Regulation S-X of the Securities Act of 1933, as amended;
- (ix) Adopt or change tax policies other than as necessary for such policies to be consistent with the Code and Treasury Regulation;

- (x) Enter into lines of business outside the Business or change the scope or nature of the Business;
- (xi) Amend the Certificate or amend this Agreement, except pursuant to the terms of Article XI;
- (xii) Approve any Capital Contribution or change to the amount or timing of any Required Contribution;
- (xiii) Commence, settle, adjust, compromise or resolve any claim, obligation, debt, demand, suit, judgment or arbitration;
- (xiv) Subject to Sections 3.5, 3.6 and 3.9, admit any Person as a Member or Substituted Member;
- (xv) Approve or enter into any Affiliate Contract, other than an Approved Affiliate Contract, or amend or modify any Affiliate Contract or Approved Contract or give any consent or waiver under any Affiliate Contract or Approved Contract;
- (xvi) Make or withhold any distribution of Distributable Cash other than in accordance with the provisions of this Agreement, or make any change to the Reserve;
- (xvii) Acquire any assets, or enter into any agreement for the acquisition of assets other than the Facility and assets incidental thereto;
- (xviii) Grant a lien on, or otherwise encumber, any assets of the Company, other than those reasonably necessary in the ordinary course of business;
- (xix) Enter into any swap, exchange, commodity option or hedging agreement, or similar agreement, including all master agreements and any confirmations issued pursuant thereto;
- (xx) Enter into any transaction involving aggregate payments in excess of /\$ _____/ in any Calendar Year;
- (xxi) Enter into any agreement that purports to limit the freedom of or the Company to (A) engage in any line of business, except as provided herein, or (B) conduct business in any geographic area;
- (xxii) Appoint (other than the initial Officers listed on Schedule 6.2) or remove any Officer of the Company or hire any employee;
- (xxiii) Create any subsidiary of the Company;

(xxiv) Approve any budget or modify any approved budget by any amount in excess of per line item or in the aggregate;

(xxv) Submit any application or application for renewal or modification of a Material Permit;

(xxvi) Accept any Material Permit or modification to a Material Permit, provided that such Permit is subject to acceptance;

(xxvii) Take any action that could reasonably be expected to result in a default under any Financing Document;

(xxviii) Terminate, materially amend or grant a waiver of a material provision of any Financing Document or exercise any remedies with respect thereto;

(xxix) Take any action that could reasonably be expected to result in a default under any Material Facility Contract;

(xxx) Terminate, materially amend or grant a waiver of a material provision of any Material Facility Contract or exercise any remedies with respect thereto;

(xxxi) Make any public announcements regarding the Company or the Facility;

(xxxii) Adopt the insurance plan for the Facility and any modification thereto; or

(xxxiii) Any other matter agreed by the Members to require a decision of both members of the Board.

6.4 Meetings of the Board.

(a) Regular and Special Meetings. Regular meetings of the Board shall be held every *[Quarter]* *[more often during construction period?]* at the principal offices of the Company, or at such other times or places as determined by the Board. Special meetings of the Board may be called by any of the Board Members. Each Member shall use commercially reasonable efforts, in good faith, to cause its designated Board Member or Alternate Board Member to attend each regular or special meeting of the Board.

(b) Notice. Notice of the time and place of any regular meeting of the Board shall be in accordance with the meeting schedule approved by the Board or by providing notice at least five (5) days but no more than thirty (30) days prior to the meeting. Special meetings of the Board may be called by providing at least three (3) days' notice prior to the meeting. Special meetings of the Board to deal with emergencies may be called by providing at least six (6) hours' notice prior to the meeting, so long as each Board Member provides written confirmation of receipt of notice or waives notice

(including by attending the emergency meeting). Written notice of meetings of the Board, including the purpose of the meeting, shall be given to each Board Member (and each Alternate Board Member) with the notice of the meeting. Any Board Member may waive notice of any meeting by the execution of a written waiver prior or subsequent to such meeting. The attendance of a Board Member at any meeting shall constitute a waiver of notice of such meeting, except where a Board Member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board, need be specified in the waiver of notice of such meeting.

(c) Proceedings. All meetings of the Board shall be presided over by the Chairman of the Board. The Company's Secretary shall act as the secretary of the meeting who shall make a written record of the proceedings of such meeting and shall be provided to the Members promptly after the meeting. The initial Chairman of the Board shall be the Investor Board Member, who shall hold such position until _____. Thereafter, the Chairman of the Board shall be appointed by the Member with the largest Common Interest; provided, however, that if no single Member has the largest Common Interest, the Board Members appointed by the two or more Members with the largest equal Common Interests shall rotate the appointment of Chairman of the Board on an annual basis.

(d) Rules and Procedures. The Board may adopt whatever rules and procedures relating to its activities as it may deem appropriate, *provided that* such rules and procedures shall not be inconsistent with or violate the provisions of this Agreement, and *provided, further, that* such rules and regulations shall permit Board Members to participate in meetings by telephone or video conference or the like or by written proxy, and such participation shall be deemed attendance for purposes of determining whether a quorum is present.

(e) Attendance via Communications Equipment. Unless otherwise restricted by Law or this Agreement, the Board or committees may hold meetings by means of telephone conference or other communications equipment by means of which all Persons participating in the meeting can effectively communicate with each other. Such participation in a meeting shall constitute presence in person at the meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.5 Quorum and Voting.

(a) The attendance of Board Members representing Unanimous Consent shall constitute a quorum of the Board for the transaction of business. *[Note: Discuss participation of Delinquent Member.]*

(b) All actions and approvals of the Board shall be approved and passed at a meeting at which a quorum is present by the Required Consent, except where a Unanimous Consent is specifically required under the terms of this Agreement.

(c) Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by Board Members constituting a Required Consent or Unanimous Consent, as may be required to approve such action at a meeting of the Board held for such purpose. Each written consent shall bear the date and signature of each Board Member who signs the consent.

6.6 Discharge of Duties; Reliance on Reports. Each Board Member may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the Board. The Board may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by it and any act taken or omitted in reliance upon the opinion of such Persons as to matters that the Board Members reasonably believe to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such opinion. No Board Member shall have any fiduciary or quasi-fiduciary duty to the Company or the Members pursuant to this Agreement and any standard of care and duty otherwise imposed on any Board Member by this Agreement or under the Act or any Law shall be eliminated to the fullest extent permitted by Law.

6.7 Resignation; Removal and Vacancies.

(a) Any Board Member may resign at any time by giving written notice to the Board. The resignation of any Board Member shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Any Board Member may be removed at any time, with or without cause, by the Member who appointed such Board Member. The removal of a Board Member shall be effective only upon receipt of notice thereof by the Board.

(c) Each Member shall have a Board Member and Alternate Board Member at all times. Any vacancy in the number of Board Members or Alternate Board Members occurring for any reason shall be filled promptly by the appointment of a new Board Member or Alternate Board Member, as applicable, by the Member who was represented by such Board Member or Alternate Board Member. The appointment of a new Board Member or Alternate Board Member, as applicable, by a Member is effective upon receipt of notice thereof by or at such time as shall be specified in such notice to the Board.

6.8 Officers. The Company shall have such officers ("Officers"), if any, as may be determined from time to time by the Board. All such Officers shall be appointed by the Board and may be removed and replaced at any time by the Board. Subject to Section 6.3, such Officers shall have such duties and powers as may be delegated to them by the Board. The initial Officers of the Company are listed on Schedule 6.2.

6.9 Approved Contracts; Approved Affiliate Contracts. The Members hereby ratify, confirm and approve the Company entering into, and performing its obligations under, the Approved Contracts and the Approved Affiliate Contracts. The Members acknowledge that the Company may from time to time enter into additional contracts with a Member or an Affiliate of a Member (any such contract, an "Affiliate Contract"). With respect to any such additional Affiliate Contract,

(a) the Company shall enter into any such contract (other than the Approved Affiliate Contracts, which are hereby expressly approved pursuant to this Section 6.9) only with the Unanimous Consent, and the negotiation of any such Affiliate Contract shall be conducted on behalf of the Company by or under the direction of the Board Members of only the Members which are not themselves, nor are any of their respective Affiliates, to be a party to such Affiliate Contract; and

(b) any matters involving such Affiliate Contract, other than in the ordinary course of business, shall be conducted by or under the direction of the Board Members appointed by Members that are not (nor whose Affiliates are not) a party to such Affiliate Contract.

6.10 Insurance. *[The Company shall obtain and maintain in effect liability insurance that is usual and customary in the solar photovoltaic electric power generation industry, including comprehensive general liability insurance. The Company shall obtain and maintain, or cause to be obtained and maintained, in effect any other insurance as determined by the Board or required under any Approved Contract. Each Member will obtain and maintain (or cause one of its Affiliates to obtain and maintain) insurance covering its respective officers, directors and employees arising from their actions as members of the Board, as Officers or otherwise on behalf of the Company. The Company also may obtain and maintain insurance covering the Board Members and the Officers arising from their actions on behalf of the Company, and the limits of coverage and deductibles provided by each such policy shall be approved by the Board.]*

6.11 Compensation and Reimbursement. The Board Members and Officers shall not receive from the Company any compensation for managing the affairs of the Company.

ARTICLE VII INDEMNIFICATION

7.1 Right to Indemnification. Subject to the limitations and conditions as provided herein or by Laws, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a Member of the Company, a Board Member, a member of a committee of the Company or an Officer of the Company, or while such a Person is or was serving at the request of the Company as a director, officer, partner, venturer, member, trustee, employee, agent or similar functionary of another foreign or domestic general partnership, corporation, limited partnership,

joint venture, limited liability company, trust, employee benefit plan or other enterprise, shall be indemnified by the Company to the extent such Proceeding or other above-described process relates to any such above-described relationships with, status with respect to, or representation of any such Person to the fullest extent permitted by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said Laws permitted the Company to provide prior to such amendment), against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including attorneys' and experts' fees) actually incurred by such Person in connection with such Proceeding, and indemnification under this Article VII shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder for any and all liabilities and damages related to and arising from such Person's activities while acting in such capacity; *provided, however, that* no Person shall be entitled to indemnification under this Section 7.1 in the event the Proceeding involves acts or omissions of such Person which constitute an intentional breach of this Agreement or gross negligence or willful misconduct on the part of such Person. The rights granted pursuant to this Article VII shall be deemed contract rights, and no amendment, modification or repeal of this Article VII shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal. **It is expressly acknowledged that the indemnification provided in this Article VII could involve indemnification for negligence or under theories of strict liability.**

7.2 Indemnification of Employees and Agents. The Company may indemnify, and advance expenses to, Persons who are not or were not covered by the indemnification in Section 7.1 above, including employees (if any) or agents of the Company by Unanimous Consent of the Board.

7.3 Advance Payment. Any right to indemnification conferred in this Article VII shall include a limited right to be paid or reimbursed by the Company for any and all reasonable expenses as they are incurred by a Person entitled to be indemnified under Sections 7.1 and 7.2 who was, or is threatened, to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to such Person's ultimate entitlement to indemnification; *provided, however, that* the payment of such expenses incurred by any such Person in advance of final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of his good faith belief that he has met the requirements necessary for indemnification under this Article VII and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this Article VII or otherwise.

7.4 Appearance as a Witness. Notwithstanding any other provision of this Article VII, the Company may pay or reimburse expenses incurred by any Person entitled to be indemnified pursuant to this Article VII in connection with such Person's appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

7.5 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article VII shall not be exclusive of any other right which a Person indemnified pursuant to Sections 7.1 and 7.2 may have or hereafter acquire under any Laws, this Agreement, or any other agreement, vote of Board or otherwise.

7.6 Insurance. The Company may, in accordance with Section 6.10, purchase and maintain indemnification insurance, at its expense, to protect itself and any other Persons from any expenses, liabilities, or losses that may be indemnified under this Article VII.

7.7 Board Notification. Any indemnification of or advance of expenses to any Person entitled to be indemnified under this Article VII shall be reported in writing to the Board with or before the notice or waiver of notice of the next meeting of the Board or with or before the next submission to the Board of a consent to action without a meeting and, in any case, within the 12-Month period immediately following the date the indemnification or advance was made.

7.8 Savings Clause. If this Article VII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless any Person entitled to be indemnified pursuant to this Article VII as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article VII that shall not have been invalidated and to the fullest extent permitted by Laws.

7.9 Scope of Indemnity. For the purposes of this Article VII, references to the "Company" include all constituent entities, whether corporations or otherwise, absorbed in a consolidation or merger as well as the resulting or surviving entity. Thus, any Person entitled to be indemnified or receive advances under this Article VII shall stand in the same position under the provisions of this Article VII with respect to the resulting or surviving entity as he would have if such merger, consolidation, or other reorganization never occurred.

ARTICLE VIII TAXES

8.1 Tax Returns. The Tax Matters Member shall cause, at the expense of the Company, the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company is required to file tax returns. The Tax Matters Member shall provide the other Members an opportunity to review and comment upon any such tax returns prior to the filing of such tax returns.

8.2 Tax Elections. The Company shall make the following elections on the appropriate tax returns:

- (a) to adopt the accrual method of accounting;
- (b) an election pursuant to section 754 of the Code;

(c) to elect to deduct the organizational expenses of the Company as permitted by Section 709(b) of the Code;

(d) to elect to deduct the start-up expenditures of the Company as permitted by Section 195(b) of the Code; and

(e) any other election that the Board may deem appropriate and in the best interests of the Company or the Members, as the case may be.

Neither the Company nor any Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provision of this Agreement shall be construed to sanction or approve such an election.

8.3 Tax Matters Member. The "Tax Matters Member" of the Company pursuant to section 6231(a)(7) of the Code shall be CSP Member, if CSP Member is a Member, or if not, the Tax Matters Member shall be selected by Unanimous Consent. The Tax Matters Member shall take such action as may be necessary to cause each Member to become a "notice partner" within the meaning of section 6223 of the Code and shall inform each Member of all significant matters that may come to its attention in its capacity as Tax Matters Member by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to the other Members copies of all significant written communications it may receive in that capacity. The Tax Matters Member may not take any action contemplated by sections 6222 through 6231 of the Code without the consent of the Board, but this sentence does not authorize the Tax Matters Member to take any action left to the determination of an individual Member under sections 6222 through 6231 of the Code. The Tax Matters Member shall provide any Member, upon request, access to all accounting and tax information, workpapers and schedules related to the Company.

ARTICLE IX ACCOUNTING, RECORDS, REPORTS, AND BANK ACCOUNTS

9.1 Method of Accounting. Unless otherwise determined by the Board, the books of account and reports of the Company shall be maintained or prepared, as the case may be, in accordance with GAAP; *provided, however, that* for purposes of making distributions hereunder and maintaining Capital Accounts, the provisions of this Agreement shall apply. Each Member acknowledges that the Capital Account of each Member for the purposes described in the preceding sentence is not computed in accordance with GAAP.

9.2 Books and Records. *[Note: Administrative duties under review by AEP under Business Services Agreement.]*

(a) Books of Account and Records. Proper and complete records and books of account of the Company, including all such transactions and other matters as are usually entered into records and books of account maintained by Persons engaged in businesses of like character or as are required under applicable Law, shall be maintained by the Company. The Company also shall keep at its principal place of business all

minutes of proceedings of the Board, all records relating to the Company required by the Act and any other applicable Laws to be kept at such office.

(b) Inspection. All records and books of account described in Section 9.2(a) shall be open to inspection and copying by any Member or its representatives at any reasonable time during normal business hours and at such Member's expense.

9.3 Financial Statements and Reports.

(a) Monthly. Within 30 days after the close of each Month of each Fiscal Year, the Company shall cause to be furnished to each Member Monthly unaudited consolidated financial statements for the Company prepared in accordance with GAAP (but without footnotes and subject to Fiscal Year-end audit adjustments and in a format reasonably acceptable to each of the Members), including (i) a balance sheet showing the Company's financial position as of the end of such Month, (ii) supporting profit and loss statements, and (iii) statements of operations, capital, retained earnings and cash flows for such Month.

(b) Quarterly. Within 30 days after the close of each Quarter of each Fiscal Year, the Company shall cause to be furnished to each Member Quarterly unaudited consolidated financial statements for the Company prepared in accordance with GAAP (but without footnotes and subject to Fiscal Year-end audit adjustments and in a format reasonably acceptable to each of the Members), including (i) a balance sheet showing the Company's financial position as of the end of such Quarter, (ii) supporting profit and loss statements, and (iii) statements of operations, capital, retained earnings and cash flows for such Quarter.

(c) Annually. Within 30 days after the end of each Fiscal Year of the Company, the Company shall cause to be furnished to each Member consolidated financial statements with respect to such Fiscal Year for the Company, consisting of (i) a balance sheet showing the Company's financial position as of the end of such Fiscal Year, (ii) supporting profit and loss statements, and (iii) statements of operations, capital, retained earnings and cash flows for such Fiscal Year. The annual financial statements shall be prepared in accordance with GAAP. Within 120 days after the end of each Fiscal Year of the Company, such annual financial statements shall be audited in accordance with generally accepted auditing standards and certified by _____, or another registered independent firm of certified public accountants as may be approved by the Board, and that firm's audit report shall be furnished by the Company to each Member.

(d) Other Information. Within 15 days after the request of a Member, upon the reasonable availability of such information, the Company shall deliver to such Member accounting, tax information and schedules as shall be necessary for tax reporting purposes by each Member with respect to the relevant Calendar Year. The Company shall also cause to be prepared and delivered to each Member such other reports, forecasts, studies, budgets and other information as a Board Member may reasonably request from time to time.

(e) Additional Statements. In addition to the obligations under subsections (a), (b), (c) and (d) of this Section 9.3, the Company shall timely prepare and deliver (or cause to be timely prepared and delivered) to any Member, upon request, all of such additional financial statements, notes thereto and additional financial information as may be required in order for each Member or an Affiliate of such Member to comply with any reporting requirements under (i) the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, (ii) the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, and (iii) any national securities exchange or automated quotation system.

9.4 Audit Rights of Members. Each Member shall have the right to inspect and audit the books and records of the Company no more frequently than once every 12 Months. Such audits shall be conducted at the cost of the Member requesting same. The audit rights with respect to any Calendar Year shall terminate on and as of the last day of the second Calendar Year immediately following the Calendar Year in question. A Member may exercise its audit rights hereunder by giving at least 30 days written notice to the Company or the other Members, as applicable, of the desire to perform such audit, which notice shall include the estimated timing and other particulars related to such audit. The audit shall be conducted during normal business hours of the Company. The audit shall not unreasonably interfere with the operation of the Company.

ARTICLE X DISSOLUTION, LIQUIDATION, AND TERMINATION

10.1 Dissolution. Subject to the provisions of Section 10.2 and any Laws, the Company shall dissolve and its affairs shall be wound up only on the first to occur of the following (each a "Liquidating Event"):

- (a) approval of the Board Members by Unanimous Consent;
- (b) entry of a decree of judicial dissolution of the Company under section 18-802 of the Act; or
- (c) consummation of the sale of the Facility to CSP Member and its Affiliates.

10.2 Liquidation and Termination. Subject to Section 10.2(d), upon dissolution of the Company, a representative of the Company selected by the Board (not including any Board Member appointed by a Member in Default at the time of dissolution) shall act as a liquidator or may appoint one or more Members as liquidator ("Liquidator"). The Liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the Liquidator shall continue to operate the Company properties for a reasonable period of time to allow for the sale of all or a part of the assets thereof with all of the power and authority of the Members. The steps to be accomplished by the Liquidator are as follows:

- (a) As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made of the Company's assets,

liabilities, and operations through the last day of the Month in which the dissolution occurs or the final liquidation is completed, as applicable.

(b) The Liquidator shall cause any notices required by Law to be mailed to each known creditor of and claimant against the Company in the manner described by such law.

(c) Upon dissolution of the Company, and subject to Section 10.2(d) below, the Liquidator shall sell the assets of the Company at the best price available. The property of the Company shall be liquidated as promptly as is consistent with obtaining the fair value thereof. The Liquidator may sell any or all Company property, including to one or more of the Members (other than any Member in Default at the time of dissolution), *provided that* any such sale to a Member must be made on an arm's length basis under terms which are in the best interest of the Company. If any assets are sold or otherwise liquidated for value, the Liquidator shall proceed as promptly as practicable in a commercially reasonable manner to implement the procedures of this Section 10.2(c).

(d) Subject to the terms and conditions of this Agreement and the Act (especially section 18-803), the Liquidator shall distribute the assets of the Company in the following order of priority:

(i) first, to creditors of the Company (including creditors who are Members) in satisfaction of the liabilities of the Company, including any accrued liabilities arising under the Affiliate Contracts (whether by payment or the making of reasonable provision for payment thereof);

(ii) second, in accordance with Section 5.4(a).

(iii) The Liquidator shall determine whether any assets of the Company shall be liquidated through sale or shall be distributed in kind. A distribution in kind of an asset to a Member shall be considered, for the purposes of this Article X, a distribution in an amount equal to the fair market value of the assets so distributed as determined in good faith by the Liquidator in its reasonable discretion.

10.3 Provision for Contingent Claims.

(a) The Liquidator shall make a reasonable provision to pay all claims and obligations, including all contingent, conditional or unmatured claims and obligations, actually known to the Company but for which the identity of the claimant is unknown; and

(b) If there are insufficient assets to both pay the creditors pursuant to Section 10.2 and to establish the provision contemplated by Section 10.3(a), the claims shall be paid as provided for in accordance to their priority, and, among claims of equal priority, ratably to the extent of assets therefor.

10.4 Deficit Capital Accounts. No Member shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Company.

10.5 Deemed Contribution and Distribution. In the event the Company is "liquidated" within the meaning of Treasury Regulation section 1.704-1(b)(2)(ii)(g) but no Liquidating Event has occurred, the Company's property shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, solely for federal income tax purposes, the Company shall be deemed to have contributed all Company property and liabilities to a new limited liability company in exchange for an interest in such new limited liability company and, immediately thereafter, the Company will be deemed to liquidate by distributing interests in the new limited liability company to the Members.

ARTICLE XI AMENDMENT OF THE AGREEMENT

11.1 Amendments to be Adopted by the Company. Each Member agrees that an Officer, authorized by the Board to do so, and in accordance with and subject to the limitations contained in Article VI, may execute, swear to, acknowledge, deliver, file and record whatever documents may be required to reflect:

(a) a change in the location of the principal place of business of the Company or the registered agent or office of the Company;

(b) admission of Substituted Members whose admission has been made in accordance with this Agreement; and

(c) a change that the Board believes is reasonable and necessary or appropriate to qualify or continue the qualification of the Company as a limited liability company under the Laws of any state or that is necessary or advisable in the opinion of counsel for the Company to ensure that the Company will not be taxable as a corporation or otherwise taxed as an entity for federal income tax purposes.

11.2 Amendment Procedures. Except as provided in Section 11.1, all amendments to this Agreement must be in writing and signed by all of the Members.

ARTICLE XII MEMBERSHIP INTERESTS

12.1 Certificates. Membership Interests will not be certificated unless otherwise approved by, and subject to the provisions set by, the Board.

12.2 Registered Holders. The Company shall be entitled to recognize the exclusive right of a Person registered on its books as the owner of the indicated Membership Interest and shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any Person other than such registered owner, whether or not it shall have express or other notice thereof, except as otherwise provided by Law.

12.3 Security. For purposes of providing for Transfer of, perfecting a Security Interest in, and other relevant matters related to, a Membership Interest, the Membership Interest will be deemed to be a "security" subject to the rules set forth in Chapters 8 and 9 of the UCC and any similar UCC provision adopted by any other relevant jurisdiction.

ARTICLE XIII GENERAL PROVISIONS

13.1 Exhibits and Schedules. All Exhibits and Schedules are incorporated herein by reference.

13.2 Parties in Interest. Except for Indemnified Parties as provided in Article VII, nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third-party beneficiary contract. To the full extent permitted by applicable Law, no creditor or other third party having dealings with a Party shall have the right to pursue any other right or remedy hereunder or at law or in equity, it being understood and agreed that the provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the Parties and their respective successors and permitted assigns.

13.3 Confidential Information.

(a) Entire Agreement. The provisions in this Section 13.3 shall amend and supersede any previously executed confidentiality agreement between or among the Parties or any of their respective Affiliates regarding the Transactions, which are hereby terminated, and shall remain in effect for a period of three years from the date any Member ceases to be a Member hereunder.

(b) Confidential and Proprietary Nature of Information. The term "Confidential Information," as used herein, means any and all information, matter or thing of a secret, confidential or private nature relating to the business of either Party or the Company and not generally known or available to the public, including matters of a technical nature (such as know how, processes, data and techniques), matters of a business nature (such as information about costs, profits, markets, sales, customers and suppliers), matters of a proprietary nature (such as information about patents, patent applications, copyrights, trade secrets and trademarks), other information of a similar nature, and any information which has been derived from the foregoing Confidential Information by either Party. Confidential Information includes a "trade secret" under the Uniform Trade Secrets Act, Facility plans, discoveries, ideas, concepts, designs, drawings, specifications, algorithms, formulae, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, environmental information, and financial information, in each case, to the extent reduced to writing. The term "Confidential Writing" means any and all statements, letters, agreements, articles, contracts, books, records, policies, reports, tapes, disks, programs and other written, typed, printed, photocopied, programmed, recorded, transcribed, punched, taped, filmed, photographic or graphic material of any kind which contains or includes Confidential Information. The Parties will clearly label all such Confidential

Information as "CONFIDENTIAL". For any Confidential Information that is verbally disclosed by a Party, the disclosing Party will memorialize in a writing to the receiving Party that such information is Confidential Information within five Business Days.

(c) Nondisclosure. Any and all Confidential Information delivered or made available by or on behalf of a Party will be maintained in the strictest confidence by the receiving Party except to the extent disclosure is properly authorized by the terms of this Agreement. The receiving Party will not make use of the Confidential Information for its own or others' purposes, outside of purposes related to the Facility, without the prior written consent of the disclosing Party, which consent may be withheld in its sole and absolute discretion. The receiving Party shall not permit any others within its control to use the Confidential Information of the disclosing Party in any manner detrimental to the disclosing Party. The receiving Party will exercise all due care in safeguarding the Confidential Information against loss, theft or other inadvertent disclosure, and agrees to take such steps as are necessary to ensure confidentiality is maintained. The receiving Party shall restrict access to the disclosing Party's Confidential Information to Representatives of the receiving Party on a need to know basis, and shall require all such Representatives to treat such Confidential Information in strict confidence in accordance with the terms of this Agreement.

(d) Return or Destruction of Information. At any time after termination of this Agreement, a disclosing Party may request the return or, at the option of the disclosing Party, the destruction of all Confidential Writings previously delivered to the receiving Party. Upon receipt of such request, all such Confidential Writings, including without limitation any copies, summaries or compilations of such writings, still in the receiving Party's possession or under its control shall be promptly returned or destroyed as requested by the disclosing Party.

(e) Information in the Public Domain. The obligations of restricted use and strict confidentiality set forth herein shall not extend to any information which: (i) is legally in possession of the receiving Party prior to receipt thereof from the disclosing Party; (ii) is independently developed by the receiving Party or its employees, consultants, affiliates or agents; (iii) enters the public domain through no fault of the receiving Party or others within its control; (iv) is disclosed to the receiving Party, without restriction or breach of the confidentiality obligations herein or any other obligation of confidentiality, by a third party who has the right to make such disclosure; or (v) is legally required to be disclosed; provided that the receiving Party uses commercially reasonable efforts to notify the disclosing Party of any request or subpoena for the production of any Confidential Information and provides the disclosing Party with an opportunity to resist such a request or subpoena.

(f) Remedies. Any breach by the receiving Party of the confidentiality provisions of this Agreement will cause irreparable harm to the disclosing Party and which, while substantial, may not be reasonably or adequately compensable by damages. As a consequence, in addition to any and all other remedies which may be available to the disclosing Party, whether under this Agreement, by operation of law or in equity, the disclosing Party shall have the right to seek injunctive relief, both preliminary and

permanent, without the posting of a bond if permitted by law, restraining or preventing any acts or performances contrary to the terms of this Agreement. The existence of any claim or cause of action of the receiving Party against the disclosing Party shall not constitute a defense to the enforcement of the confidentiality provisions of this Agreement.

(g) Regulatory Exception. CSP shall have the right to use any of Investor's Confidential Information for the purpose of pursuing any and all regulatory approvals from Governmental Authorities connected with the Facility provided that Investor shall have the right to review the information that CSP proposes to disclose and that Investor is reasonably satisfied with the procedures available in the relevant forum to protect the confidentiality of such information.

13.4 Public Announcements. Except for statements made or press releases issued (a) pursuant to the Securities Act or the Securities Exchange Act of 1934, (b) pursuant to any listing agreement with any national securities exchange or the National Association of Securities Dealers, Inc., or (c) as otherwise required by applicable Law, no Member shall issue, or permit any of their respective Affiliates to issue, any press release or otherwise make any public statements with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other Member. Subject to any requirements of applicable Law, each Member will be given the opportunity to review in advance, upon the request of another Member, all information relating to the transactions contemplated by this Agreement that appear in any filing made in connection with the transactions contemplated hereby.

13.5 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may only be assigned to the same extent (and only by and to the same Persons) that Membership Interests in the Company are assignable pursuant to the terms of this Agreement. Any attempted assignment of this Contribution Agreement other than in strict accordance with this Section shall be null and void and of no force or effect.

13.6 Dispute Resolution.

(a) In the event of a Dispute, the Parties shall attempt to negotiate a just and equitable settlement thereof. Toward that end, each Party will communicate and/or meet with the other in good faith, including without limitation communications between managers who are not directly involved in the issues giving rise to the Dispute, and attempt to reach a resolution satisfactory to both Parties.

(b) If a Dispute is not resolved pursuant to paragraph (a) above within 30 days following a request in writing by one Party to the other Party to meet to attempt to resolve the Dispute, each Party shall have the right to pursue such rights or remedies as may arise at law or in equity with respect to the Dispute subject to any provisions of this Agreement limiting such rights or remedies. The procedures set forth in this Section 13.6 shall not prevent a Party from seeking any interim, preliminary or provisional relief that is necessary to protect its rights under this Agreement pending the consultation of the Parties contemplated by this Section 13.6.

13.7 Submission to Jurisdiction. EACH PARTY HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURTS LOCATED IN FRANKLIN COUNTY, OHIO FOR THE PURPOSES OF ANY ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF. IF, FOR ANY REASON, THE PARTIES FAIL TO QUALIFY FOR THE JURISDICTION OF SUCH COURTS, THEN EACH PARTY HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF THE STATE OF OHIO LOCATED IN FRANKLIN COUNTY, OHIO FOR THE PURPOSES OF ANY ACTION ARISING OUT OF OR BASED ON THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING IN THE FEDERAL OR STATE COURT IN FRANKLIN COUNTY, OHIO, AND HEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

13.8 Governing Law. This Agreement, and any Dispute hereunder, will be governed by and construed in accordance with the law of the State of Delaware, without reference to its conflicts of laws rules that may direct application of the laws of another jurisdiction.

13.9 WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM HEREIN.

13.10 Notices. Any notice, demand, request or communication which is required or authorized by this Agreement, is to be given in writing to the applicable Party via personal delivery, mailed by registered or certified mail (return receipt requested) postage prepaid; sent prepaid by overnight air courier, or by electronic mail to such Party at the following addresses:

If to Investor:

With a copy to:

If to CSP:

With a copy to:

If to the Company:

With a copy to:

Such notice, demand, request, or other communication will be deemed to be duly given and received (i) on the third Business Day after posting if mailed as provided; (ii) when delivered personally (including delivery by private courier services) unless such day is not a Business Day, in which case such delivery will be deemed to be made as of the next succeeding Business Day, or (iii) in the case of electronic mail, the earlier of (A) when receipt is evidenced by written confirmation generated by the recipient's electronic mail system or other written response, showing successful transmission to the recipient's electronic mail box, and (B) on the third Business Day after sending. Either Party may change any of the above information effective upon written notice to the other Party.

13.11 Survival. The provisions of Article VII and this Article XIII shall survive the termination of this Agreement under the conditions and for the period specified therein, or if no such period is specified, for an indefinite period.

13.12 Entire Agreement. This Agreement and the Equity Contribution Agreement collectively represent the entire agreement of the Parties relating to the subject matter hereof, and incorporate and supersede all other prior agreements, arrangements and understandings between the Parties with respect hereto and thereto.

13.13 Severability. If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Agreement with a view to effecting, to the extent possible, the original purpose and intent of this Agreement, and the validity and enforceability of the remaining provisions shall not be affected thereby.

13.14 Further Assurances. Each Party agrees to do all acts and things and to execute and deliver such further written instruments, as may from time to time be reasonably required to carry out the terms and provisions of this Agreement.

13.15 Amendment. This Agreement may not be modified or amended except by an instrument in writing signed by authorized representatives of the Parties.

13.16 Waiver. Either Party may by written instrument waive compliance or performance by the other Party with any of the covenants or agreements made to it by the other Party contained in this Agreement. The delay or failure on the part of a Party hereto to insist, in any one instance or more, upon strict performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such terms, conditions, rights or privileges but the same shall continue and remain in full force and effect. All rights and remedies are cumulative.

13.17 Counterparts. This Agreement may be executed in duplicate original counterparts that, together, shall constitute one and the same instrument.

13.18 Remedies.

(a) Remedy Upon Event of Default. For so long as a Member is in Default, the rights, but not obligations, of such Member hereunder, including the right to vote and

receive distributions from the Company pursuant to Article V, shall be suspended; *provided, however, that* subject to the application of Section 4.3(a)(iv), any distributions that would have been paid by the Company to such Member except for the application of this Section 13.18 shall be deposited by the Company into an interest-bearing account owned and controlled by the Company, and upon (i) such Member no longer being in Default and (ii) if applicable, the final resolution of any dispute between the Company and such Member related to any Default, the funds held in such account shall be distributed as follows: (A) if and to the extent applicable, on behalf of such Member to the Company to satisfy any obligations owed by such Member to the Company and (B) with respect to any funds remaining after the distribution required under subparagraph (A), to such Member. With respect to any Default that cannot reasonably be cured by action of the defaulting Member, such Default shall not be deemed to be continuing after the defaulting Member has (i) entered into and satisfied its obligations under a binding settlement with the Company related to such Default or (ii) satisfied its obligations arising from arbitration or any judicial proceeding related to such Default.

(b) Remedy Not Exclusive. The rights of the non-defaulting Members set forth in Section 4.3 and this Section 13.18 shall be in addition to such other rights and remedies that may exist at law, in equity or under contract on account of such Default. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Nothing herein shall be considered an election of remedies. Without limiting the generality of the foregoing, the Members acknowledge that an award of damages for failure to comply with Sections 3.5, 3.6, 3.10, and 13.19 would not be an adequate remedy for the Members attempting to enforce such provisions, and accordingly the Members expressly authorize any such Members to bring an action against the another Member to compel the specific performance by such other Members of their obligations to comply with such provisions.

(c) No Consequential Damages. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE MEMBERS WAIVE ANY AND ALL RIGHTS, CLAIMS OR CAUSES OF ACTION AGAINST ONE ANOTHER ARISING UNDER THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. A PARTY MAY RECOVER FROM ANY OTHER PARTY ALL COSTS, EXPENSES OR DAMAGES INCLUDING INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND OTHER DAMAGES PAID OR OWED TO ANY THIRD PARTY FOR WHICH SUCH PARTY HAS A RIGHT TO RECOVER FROM SUCH OTHER PARTY.**

13.19 Member Trademarks. Neither the Company nor any Member (nor its Affiliates) shall be permitted to use any trademark owned by any other Member or its Affiliates, without the express written consent of such Member or its Affiliate or as otherwise required by Law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first set forth in this Agreement.

MEMBERS:

**COLUMBUS SOUTHERN POWER
COMPANY**

By: _____
Name: _____
Title: _____

[INVESTOR]

By: _____
Name: _____
Title: _____

EXHIBIT A TO TPSG LLC AGREEMENT

OWNERSHIP INFORMATION

Name of Each Member	Initial Capital Contribution	Common Interest	Preferred Interest	Total Membership Interest
1) Columbus Southern Power Company		[4.90%]	__%	__%
2) [Investor]		__%	0.00%	__%

SCHEDULE 1 TO TPSG LLC AGREEMENT

APPROVED CONTRACTS

[List Material Facility Contracts and any others assigned under Development Assets Purchase Agreement]

SCHEDULE 2 TO TPSG LLC AGREEMENT

APPROVED AFFILIATE CONTRACTS

1. [Construction Management Agreement.]
2. [Development Assets Purchase Agreement.]
3. [Facilities Lease Agreements for each Phase.]
4. [Facility Contracts Assignment Agreement for each Phase.]
5. [ITC Benefits Loan Notes for each Phase.]
6. [Business Services Agreement.]
7. [Land Acquisition Agreements.]

SCHEDULE 6.2 TO TPSG LLC AGREEMENT

**LIST OF INITIAL AND ALTERNATE BOARD MEMBERS
AND INITIAL OFFICERS**

Initial Board Members and Alternate Board Members

Name	Title	Notice Address
CSP Member:		
	Initial Board Member	Attention: Facsimile:
	Initial Alternate Board Member	Attention: Facsimile:
Investor Member:		
	Initial Board Member	Attention: Facsimile:
	Initial Alternate Board Member	Attention: Facsimile:

Initial Officers

President: [To be appointed by Investor]

Vice President: [To be appointed by CSP]

Treasurer: [To be appointed by CSP]

Secretary: [To be appointed by CSP]

ANNEX A TO TPSG LLC AGREEMENT

FORM OF GUARANTY

This Guaranty Agreement (the "Guaranty") is made by _____ ("Guarantor"), an _____ Corporation, in favor of [Member] and Turning Point Solar Generation LLC (individually and collectively, the "Counterparty").

WHEREAS, Counterparty is or may become party to (i) that certain Equity Contribution Agreement dated as of _____, and (ii) that certain First Amended and Restated Limited Liability Company Agreement dated as of _____, each by and between [Member] ("Company") and the Counterparty (individually and collectively, the "Agreement"); and

WHEREAS, the Guarantor is an affiliate of Company, and will receive substantial and direct benefits from the transactions contemplated by the Agreement and has agreed to enter into this Guaranty to provide assurance for the payment obligations of Company in connection with the Agreement and to induce the Counterparty to enter into the Agreement;

NOW, THEREFORE, in consideration of good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. Guaranty. The Guarantor hereby unconditionally, irrevocably and absolutely guarantees the punctual payment when due (subject to written demand in accordance with Paragraph 6 below) of Company's payment obligations arising under the Agreement, as such Agreement may be amended or modified by agreement between Company and the Counterparty from time to time (collectively, the "Guaranteed Obligations"). In addition, Guarantor shall reimburse Counterparty for all sums paid to Counterparty by Company with respect to such Guaranteed Obligations which Counterparty is subsequently required to return to Company or a representative of Company's creditors as a result of Company's bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding. The Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations only and the Guarantor shall have no obligation to perform under the Agreement, including, without limitation, to sell, deliver, supply or transport gas, electricity or any other commodity.

If all or a part of any payment made by Guarantor to Counterparty hereunder is later determined to have been improper because such amount was not actually owed by Company to Counterparty under the Agreement or such payment was otherwise unjustified, Counterparty shall repay such amount to Guarantor within ten (10) business days of written demand by Guarantor together with any interest, reasonable attorneys' fees, and/or costs of collection, if any, required by the Agreement to be paid by Counterparty in the collection of such amount.

2. Guaranty Absolute. The liability of Guarantor under this Guaranty shall be absolute, irrevocable and unconditional irrespective of:

(a) any defect or deficiency in the Agreement or any other documents executed in connection with any Agreement;

(b) any modification, extension or waiver of any of the terms of the Agreement;

(c) any change in the time, manner, terms or place of payment of or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from the Agreement or any other agreement or instrument executed in connection therewith;

(d) any sale, exchange, release or non-perfection of any property standing as security for the liabilities hereby guaranteed or any liabilities incurred directly or indirectly hereunder or any setoff against any of said liabilities, or any release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(e) except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by the Counterparty to exercise, in whole or in part, any right or remedy held by the Counterparty with respect to the Agreement or any transaction under the Agreement; or

(f) any change in the existence, structure or ownership of the Guarantor or Company, or any bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Company or its assets.

The obligations of the Guarantor hereunder are several and not joint with Company or any other person, and are primary obligations for which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for the Counterparty, in order to enforce payment by the Guarantor under this Guaranty, to exhaust its remedies against Company, any collateral pledged by Company, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations. This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of all such Guaranteed Obligations may be discharged, or uncollectible in any bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Company or its assets.

Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Company is or may be entitled to arising from or out of the Agreements or otherwise, except as limited herein and except for defenses arising out of the bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Company or its assets.

3. Waiver. Guarantor hereby waives:

(a) except for the acceptance required from Counterparty below, notice of acceptance of this Guaranty, notice of the creation or existence of any of the Guaranteed Obligations and notice of any action by the Counterparty in reliance hereon or in connection herewith;

(b) notice of the entry into the Agreement between Company and the Counterparty and notice of any amendments, supplements or modifications thereto; or any waiver of consent under any Agreement, including waivers of the payment and performance of the obligations thereunder;

(c) notice of any increase, reduction or rearrangement of Company's obligations under the Agreement or notice of any extension of time for the payment of any sums due and payable to the Counterparty under the Agreement;

(d) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice of any other kind with respect to the Guaranteed Obligations; and

(e) any requirement that suit be brought against, or any other action by the Counterparty be taken against, or any notice of default or other notice be given to, or any demand be made on, Company or any other person, or that any other action be taken or not taken as a condition to the Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against the Guarantor.

4. Subrogation. The Guarantor shall be subrogated to all rights of the Counterparty against Company in respect of any amounts paid by the Guarantor pursuant to the Guaranty, provided that the Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. §509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of the Counterparty against Company or any collateral which the Counterparty now has or acquires, until all of the Guaranteed Obligations shall have been irrevocably paid to the Counterparty in full. If (a) the Guarantor shall perform and shall make payment to the Counterparty of all or any part of the Guaranteed Obligations and (b) all the Guaranteed Obligations shall have been paid in full, the Counterparty shall, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents necessary to evidence the transfer by subrogation to the Guarantor of any interest in the Guaranteed Obligations resulting from such payment by the Guarantor.

5. Notices. All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon delivery, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, or personally delivered. Notices shall be sent to the following addresses:

If to Counterparty:

Columbus Southern Power Company
C/O American Electric Power Service Corporation
155 W. Nationwide Blvd, Suite 500
Columbus, OH 43215
Attn: Chief Credit Officer

If to Guarantor:

[Address]

6. Demand and Payment. Counterparty is not entitled to make demand upon Guarantor until a default occurs in payment of any Guaranteed Obligations by Company to Counterparty. Any demand by the Counterparty for payment hereunder shall be in writing, reference this Guaranty, reference the Guaranteed Obligations, and signed by a duly authorized representative of the Counterparty and delivered to the Guarantor pursuant to Paragraph 5 hereof. There are no other requirements of notice, presentment or demand. The Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within ten (10) business days of receipt of such demand.

7. Costs and Expenses. In the event Counterparty engages in litigation to enforce this Guaranty, Guarantor agrees to pay, in addition to any amounts of Company which Guarantor has otherwise guaranteed to pay hereunder, any and all costs and expenses incurred by Counterparty (including reasonable attorneys' fees) in enforcing this Guaranty.

8. No Waiver; Remedies. Except as to applicable statutes of limitation, no failure on the part of Counterparty to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9. Term; Termination. This Guaranty shall continue in full force and effect from the Effective Date until the earlier of (i) the expiration of the Agreement and (ii) the date that all of the Guaranteed Obligations shall have been fully satisfied (the "Termination Date"); provided, however, the termination of this Guaranty shall not affect Guarantor's obligations hereunder with respect to any transaction entered into prior to such Termination Date.

10. Assignment; Successors and Assigns. The Guarantor and the Counterparty shall not assign its rights or obligations hereunder without the prior written consent of the other party, and any assignment without such prior written consent shall be null and void and of no force or effect. Notwithstanding the foregoing, the Guarantor may without the prior written consent of the Counterparty assign its rights hereunder to any entity that purchases all or substantially all of the assets of the Guarantor, or upon a permitted assignment of the Agreement, to any entity that shall assume in writing the obligations of the Guarantor, provided such successor entity is organized and domiciled under the laws of the United States and has a credit rating equal or superior to the Guarantor (but in no event worse than at least BBB from Standard and Poor's or Baa2 from Moody's). This Guaranty shall be binding upon and inure to the benefit of the each party hereto and their respective successors and permitted assigns.

11. Amendments, etc. Subject to the Guarantor's right to terminate this Guaranty pursuant to Paragraph 9 hereof, no amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and Counterparty. No waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall in any event be effective unless such waiver

shall be in writing and signed by Counterparty. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

12. Captions. The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.

13. Representation and Warranties.

The Guarantor represents and warrants as follows:

(a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

(b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(c) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditor's rights and to general equity principles.

(d) The person signing this Guaranty on Guarantor's behalf has been properly authorized by corporate action to do so.

14. GOVERNING LAW. THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD OR REFERENCE TO THE CONFLICT OF LAWS PRINCIPLES OF ANY JURISDICTION. However, if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

15. Entire Agreement and Termination of Prior Guaranty. This Guaranty constitutes the entire agreement and understanding between Guarantor and Counterparty with respect to the Guaranteed Obligations and supersedes and replaces in its entirety any and all guaranties previously issued by Guarantor to Counterparty with respect to the Guaranteed Obligations, or any part of them, (collectively, "Prior Guaranty"). Notwithstanding the fact that certain of Company's payment obligations that arise prior to the expiration or termination date of the Prior Guaranty (the "Pre-Existing Obligations") may, by the terms of the Prior Guaranty, continue to be guaranteed by the Prior Guaranty after such expiration or termination date, the Prior Guaranty is terminated for all purposes, including purposes of the Pre-Existing Obligations. All Pre-Existing Obligations are hereby deemed to be Guaranteed Obligations for the purposes of this Guaranty.

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IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized representative effective as of this ____ day of _____, ____ ("Effective Date").

By:

Name: _____
Title: _____

ACCEPTED AND AGREED TO THIS
____ DAY OF _____, 20__

COLUMBUS SOUTHERN POWER COMPANY

By: _____
Name: _____
Title: _____

SCHEDULE 1

REQUIRED EQUITY CONTRIBUTIONS; MEMBERSHIP INTERESTS

Required Equity Contributions

CSP Required Equity Contribution shall be \$_____.

Investor Required Equity Contribution shall be \$_____.

Membership Interests

[To reflect 4.90% Common Interest for CSP, [_____] % Preferred Interest held by CSP, and balance held as Common Interest by Investor.]

**APPENDIX II
TO PARTICIPATION AGREEMENT
BETWEEN TURNING POINT AND AEP OHIO**

FORM OF FACILITIES LEASE

See attached.

[Note: This form is subject in all respects to negotiations
with and comments from the Investor,
the Construction Lenders and the RUS.]

[NOTE: Add any notices/headings required by Ohio Law]

FORM OF
FACILITIES LEASE AGREEMENT

between

TURNING POINT SOLAR GENERATION LLC

as Lessor

and

[CSP][OPCO]

as Lessee

PHASE ____ OF TURNING POINT SOLAR PROJECT

Dated as of _____, []

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Exhibits

Exhibit A	Form of Lease Supplement
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Schedules

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Schedule 3	Operation and Maintenance Plan

FACILITIES LEASE AGREEMENT

This FACILITIES LEASE AGREEMENT (this "Lease"), dated as of _____, [____], between TURNING POINT SOLAR GENERATION LLC, a Delaware limited liability company, as lessor (the "Lessor"), and [OPCO/CSP], an Ohio corporation, as lessee (the "Lessee").

In consideration of the mutual agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

[Note: Defined terms and other provisions of this agreement will be reconciled to the Participation Agreement (as amended) and the other Transaction Documents as of the Phase 1 Financial Closing.]

1.1 Defined Terms. Unless a clear contrary intention appears, terms defined herein have the respective indicated meanings when used in this Lease:

"Actual Knowledge" shall mean, with respect to any Person, actual knowledge of, or receipt of written notice by, an officer (or other employee whose responsibilities include the administration of the Leased Phase or this Lease, as the case may be) of such Person.

"Affiliate" means, with respect to any Person, any other Person that Controls, is Controlled by or is under common Control with such other Person.

"Applicable Laws" shall mean, as to any Person, all existing and future laws (including all Environmental Laws), rules, regulations, statutes, treaties, codes, ordinances, permits, certificates, orders, decrees, rulings, directives, binding judgments, injunctions, writs, determinations, awards, permits, licenses and concessions of and interpretations by, any Governmental Authorities having the force of law, as the same may be issued or promulgated from time to time, which are applicable to (a) such Person with respect to the ownership and/or operation of the Property and the transactions contemplated by this Lease or (b) the Property or any part thereof or the ownership, acquisition, installation, construction, operation, mortgaging, occupancy, possession, use, non use or condition of the Property or any part thereof.

"Appurtenant Rights" shall mean (i) all agreements, easements, rights of way (including the right of way granted under the Right of Way Agreement for the 69 kv line) or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to the Land or the Improvements, including the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to the Land and (ii) all permits, licenses and rights, whether or not of record, appurtenant to the Land.

"Basic Rent" means, for any Payment Date, the sum of (i) the aggregate principal amounts payable on such Payment Date under the Financing Documents, *plus* (ii) the aggregate amount of Financing Costs payable on such Payment Date, as calculated in accordance with the applicable Financing Documents, *plus* (iii) the aggregate amount of Services Fees payable by Lessor under the Business Services Agreement on such Payment Date, *plus* (iv) the aggregate amount of Owner Return payable on such Payment Date on the Contributions, as calculated in accordance with the TPSG LLC Agreement.

"Beneficial Environmental Interests" means all Non-Power Attributes associated in any way, directly or indirectly, with the Leased Phase and all REC's associated with such Non-Power Attributes.

"Block" means all Equipment (including (i) tables of modules, any underground or overground collection system cables, grounding transformers, combiner boxes, junction boxes, disconnect switches, breakers and any other Equipment connecting such tables of Modules to the inverter input, (ii) the inverter and padmount transformer, and (iii) any underground or overground collection system cables, grounding transformers, junction boxes, disconnect switches, breakers and other equipment connecting such inverter and transformer to the medium voltage bus) necessary to transmit electricity from modules having an aggregate nominal rating of 1 MWac.

"Block Turnover Date" means the date on which Lessor assumes the care, custody and control of and risk of loss with respect to any Block and commences delivery to the grid of commercial quantities of electricity generated by such Block, which shall be the day following the Block Substantial Completion Date (as defined in the EPC Construction Contract) for such Block.

"Breakage Costs" shall mean any indemnification for funding losses contained in any Financing Document.

"Business Day" shall mean *[(a)]* means any day on which commercial banks in New York City, New York and Columbus, Ohio are open for business *[and (b) if the applicable Business Day relates to any Payments as to which the Financing Costs or Owner Return are based on a LIBO Rate, any day which is a "Business Day" described in clause (a) and which is also a day for trading in Dollar deposits by and between commercial banks in the London interbank market]*.

"Business Services Agreement" means the Business Services Agreement dated as of _____, entered into between Lessor and American Electric Power Service Corporation.

"Casualty" shall mean any damage to or destruction of all or any portion of the Leased Phase as a result of a fire, earthquake, vandalism, explosion, collision, storm, lightning, or other similar event.

"Claims" shall mean any and all actions, causes of action, suits, fines, penalties, claims, demands, liabilities, losses, and reasonable out of pocket costs and expenses (including reasonable attorneys' and, with the consent of Lessee unless a Lease Event of Default has

occurred and is continuing or a Lease Termination Notice has been given hereunder, consultants' fees and expenses) of any nature whatsoever (but excluding, in any event, Taxes).

"Code" shall mean the Internal Revenue Code of 1986, and the rules and regulations promulgated thereunder.

"Condemnation" shall mean any taking or sale of the use, access, occupancy, easement rights or title to the Leased Phase or any part thereof, wholly or partially (temporarily or permanently), by or on account of any actual eminent domain or expropriation proceeding or other taking by any Person having the power of eminent domain or expropriation in the exercise of such power, or by or on account of an eviction by paramount title or any transfer made in lieu of any such proceeding or action.

"Construction Contracts" shall mean the EPC Construction Contracts and the Supply Agreements.

"Construction Debt Financing" means the loans obtained by Lessor pursuant to the Construction Debt Financing Documents, including any such financing converted to term loans.

"Construction Debt Financing Documents" means the commitment letters, loan and credit agreements, notes, security agreements, intercreditor agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the development, bridge or construction debt financing for the Leased Phase, including any such documents representing such financing converted to term loans.

"Construction Lenders" means, collectively any lender(s) or any other financiers providing any Construction Debt Financing.

"Contest" shall mean, with respect to (a) any Liens arising by operation of law, materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's and other like Liens or other Claims (each, a "Subject Claim") or any Applicable Law affecting any Person or its property, or (b) any Taxes or any Lien imposed on property of such Person (or the related underlying claim for labor, material, supplies or services) by any Government Authority for Taxes, or any proceeding commenced by any Governmental Authority against any Person to impose or collect any Tax, a contest of the amount, validity or application, in whole or in part, of such Subject Claim or Applicable Law pursued in good faith and by appropriate legal, administrative or other proceedings diligently conducted so long as: (i) adequate reserves have been established with respect to such Subject Claim or Applicable Law, as the case may be, in accordance with GAAP, (ii) during the period of such Contest the enforcement of such Subject Claim or Applicable Law, as the case may be, is effectively stayed, and (iii) such contest, in the case of Applicable Law, does not involve any material risk of (A) foreclosure, sale, forfeiture or loss of, or imposition of any material Lien on, the Leased Phase or any part thereof, or (B) the impairment of the ownership, use, operation or maintenance of the Leased Phase or any part thereof, and (iv) during the period of such Contest there shall be no risk of the imposition of criminal liability or civil penalties or fines (that in the case of such civil penalties or fines are not fully indemnifiable by Lessee) on Lessor. The term "Contest" used as a verb shall have a correlative meaning.

"Contingent Payments" shall mean amounts payable to any Lease Indemnified Persons pursuant to Article XVII.

"Control" (including its derivatives and similar terms) of a Person means ownership, directly or indirectly, of 50% or more of the voting securities of such Person or the power to direct the management or policies of such Person, whether by operation of law, by contract or otherwise.

"Covered Taxes" means the Transfer Taxes and Property Taxes indemnified by the Lessee pursuant to Section 17.2(a) of this Lease.

"Creditworthy Entity" means a Person having at the applicable time a credit rating of (i) BBB or better from Standard & Poor's Rating Services and (ii) Baa2 or better from Moody's Investors Service, Inc.

["CSP" means Columbus Southern Power Company, an Ohio corporation and an Affiliate of Lessee.]

"Default Rate" means with respect to any overdue Base Rent owed by the Lessee hereunder, a rate per annum equal to the sum of the interest rate in effect at such time with respect to such Basic Rent *plus 2%*; *provided*, that in the case of overdue principal with respect to Basic Rent calculated using the LIBO Rate, after the end of the interest period under the Financing Documents with respect to such Basic Rent, the Default Rate shall equal the Base Rate in effect at such time *plus 2%*.

"Delivery Point" means the 69 kV busbar located at the Interconnection Provider's [Cumberland Substation], at which point the quantities of renewable energy and ancillary services delivered are recorded and measured by the Interconnection Provider's revenue meters.

"Designee" shall mean any Person to which Lessee assigns a Lease Purchase Option pursuant to Section 14.1(c).

"Dispute" means any dispute, claim (of any and every kind or type, whether based on contract, tort, statute, regulation, or otherwise, including counterclaims and cross-claims), conflict, controversy or disagreement arising out of, relating to, or connected with this Lease, or any provision hereof, including any dispute as to the construction, validity, interpretation, enforceability, violation, default or breach of this Lease.

"Dollars" and "\$" means lawful money of the United States of America.

"Early Lease Purchase Option" shall have the meaning set forth in Section 14.1.

"Environmental Action" shall mean any administrative, regulatory or judicial action, suit, demand, demand letter, claim, notice of noncompliance or violation, notice of liability or potential liability, investigation, proceeding, consent order or consent agreement arising under any Environmental Law or arising from alleged injury or threat of injury to human health, safety, natural resources, land use or the environment in connection with or arising from exposure to or the actual or potential Release of Hazardous Materials, including, without limitation, (a) by any

Governmental Authority for enforcement, cleanup, removal, response, remedial or other actions or damages and (b) by any Governmental Authority or any third party for damages, contribution, indemnification, cost recovery, compensation or injunctive relief.

"Environmental Law" shall mean all existing and future federal, state, regional, county or local law (as well as obligations, duties, and requirements under common law), statute, ordinance, code, rule, regulation, license, permit, authorization, approval, covenant, administrative or court order, judgment, decree or injunction or any agreement with a Governmental Authority applicable to the ownership and/or operation of the Property and the transactions contemplated by this Lease:

(a) relating to Hazardous Materials or substances containing Hazardous Materials (or the investigation, cleanup, removal, remediation or encapsulation thereof, or any other response thereto), or the regulation or protection of human health, safety (including work place safety), natural resources, land use, or the environment, including air, water vapor, surface water, groundwater, drinking water, land (including surface or subsurface), plant, aquatic and animal life, or

(b) concerning exposure to, or injury or damage caused by, or the use, containment, storage, recycling, treatment, generation, discharge, emission, Release or threatened Release, transportation, processing, handling, labeling, production, disposal or remediation of any Hazardous Materials or Hazardous Condition.

"Environmental Violation" shall mean any activity, occurrence or condition that violates or results in noncompliance with any Environmental Law or Governmental Approval pursuant to an Environmental Law.

"EPC Construction Contract" means the engineering, procurement and construction contract entered into with the EPC Construction Contractor for Phase 1, Phase 2 and Phase 3.

"EPC Construction Contractor" means the counterparty to the EPC Construction Contract for each Phase.

"Equipment" means all "equipment" as defined in Article 9 of the Uniform Commercial Code and, to the extent not otherwise included, all of the following equipment: solar photovoltaic modules, solar racking systems, dc collection lines, inverters, ac collection lines, pad mount transformers, step-up transformers, interconnection facilities, transmission lines, and other personal property purchased, leased or otherwise acquired at any time attached to, contained in or used or usable in connection with operation or maintenance of, the Leased Phase, and all parts thereof, additions and accessions thereto, and replacement parts therefor.

"Event of Loss" shall mean the loss of all or a substantial portion of the Leased Phase or the use thereof due to destruction, damage beyond economical repair or rendition of the Leased Phase permanently unfit for the Intended Use on a commercially feasible basis, such that the diminution in the Value of the Leased Phase exceeds 80%.

"Expiration Date" means the twenty-fifty (25th) anniversary of the Phase Acceptance Date.

"Facility" means the Land (including all Appurtenant Rights) and the Improvements (including the Fixtures and Equipment) constructed thereon, which is contemplated to be a 49.9 MW (ac) solar photovoltaic electric generating facility *[and related facilities]* *[Note: The tie line and interconnection equipment will be common to all three Phases]* located in Noble County, Ohio.

"Facility Contracts" means the Material Facility Contracts and any other agreement entered into by or on behalf of Lessor, with any Person for the acquisition of property or property rights, or the provision of materials, goods or services essential to the development, construction, financing, operation or maintenance of the Facility or for guaranteeing the performance of such agreements.

"Facility Contracts Assignment Agreement" means the Facility Contracts Assignment Agreement, substantially in the form attached hereto as Exhibit B, to be entered into by the Parties in accordance with Section 2.6(a).

"Financing" means the Construction Debt Financing, the ITC Benefits Loan, the RUS Debt Refinancing or any other senior secured indebtedness of the Lessor.

["Financing Costs" shall mean interest (including interest charged at a "default rate") due on outstanding Loans under the Financing Documents as computed and payable in accordance with the terms of the applicable Financing Documents.]

"Financing Documents" means the Construction Debt Financing Documents, the ITC Benefits Loan Note and the RUS Debt Refinancing Documents in effect from time to time during the Lease Term.

"Financing Party" means the Construction Lenders, Lessee and the RUS.

["Final Project Costs" shall have the meaning set forth in the EPC Construction Contracts.]

"Fixtures" shall mean any items of Equipment at any time affixed to or constituting a part of any Improvements, including all components thereof, located in or on the Land, together with all replacements, modifications, alterations and additions thereto.

"GAAP" means generally accepted accounting principles as recognized by the American Institute of Certified Public Accountants, as in effect from time to time, consistently applied and maintained on a consistent basis for a Person throughout the period indicated and consistent with such Person's prior financial practice.

"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.

"Governmental Approval" means any permit, license, approval or authorization of, filing with, or notice to any Governmental Authority.

"Governmental Authority" means any federal, state, tribal, county, municipal, or other authority or judicial, executive, administrative, legislative or regulatory agency, board, body, department, bureau, commission, instrumentality, court tribunal or quasi governmental authority (or a combination or permutation thereof) in any jurisdiction (domestic or foreign) having jurisdiction over the Leased Phase or any portion thereof, or a Party, or any of the Transactions or matters contemplated by this Agreement.

"Hazardous Condition" shall mean any condition that violates or that results in noncompliance with, or a duty to report, investigate or remediate, under any Environmental Law.

"Hazardous Materials" means (a) any substance, emission or material including asbestos, now or hereafter defined as, listed as or specified in a Law as a "regulated substance," "hazardous substance," "toxic substance," "pesticide," "hazardous waste," "hazardous material" or any similar or like classification or categorization under any Law including by reason of ignitability, corrosivity, reactivity, carcinogenicity or reproductive or other toxicity of any kind, (b) any products or substances containing petroleum, asbestos, or polychlorinated biphenyls or (c) any substance, emission or material determined to be hazardous or harmful.

"Improvements" shall mean all buildings, structures, and other improvements of every kind (including Fixtures and Equipment) existing at any time and from time to time on or under the Land, together with any and all appurtenances on the Land, to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all additions to or changes in such Improvements at any time located on the Land.

"Insurance Requirements" shall mean, as applicable, insurance meeting the requirement of Article XII, on terms and conditions of any insurance policy required by this Lease, and all requirements of the issuer of any such policy.

"Intended Use" shall mean the construction, operation and maintenance of a solar photovoltaic electric generation facility.

"Interconnection Agreement" means the generation interconnection agreement between Lessor and the Interconnection Provider for interconnection of *[Phase 1][Phase 2][Phase 3]* to the Transmission Provider's System, as such agreement may be amended from time to time *[pursuant to PJM Queue # ____]. [Note: Insert queue # matching applicable Phase.]*

"Interconnection Facilities" means the facilities necessary to connect Transmission Provider's existing electric system to the Delivery Point, including breakers, bus work, bus relays, and associated equipment installed by the Interconnection Provider for the direct purpose of interconnecting the Facility, along with any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation

and maintenance of such facilities. Arrangements for the installation and operation of the Interconnection Facilities shall be governed by the Interconnection Agreement.

"Interconnection Provider" means the Transmission Operator or any Transmission Provider responsible for the operation of the Interconnection Facilities and other equipment and facilities with which the Facility interconnects at the Delivery Point.

"Investor" means the Person (other than AEP Ohio) that becomes a member of Lessor by subscribing for membership interests in and committing to fund equity contributions to Lessor.

"ITC" means the credit available to a taxpayer under Section 48 of the Code.

["ITC Benefits Loan" means with respect to each Phase, the amount that will be realized by Lessee as a result of its claim for the ITC under Section 48 of the Code with respect to such Phase.]

["ITC Benefits Loan Note" means, with respect to each Phase, a secured promissory note executed by Lessor in favor of Lessee in the original principal amount of the ITC Benefits Loan for such Phase, upon terms satisfactory to Lessee in its sole discretion.]

"Land" shall mean the approximately [750] acre parcel of land located in Noble County, Ohio upon which the Facility is located, as further described on Schedule 2 hereto and all Appurtenant Rights thereto.

"Land Acquisition Agreements" means (i) that certain Lease Agreement by and between Franklin Real Estate Company and Lessor (as successor in interest to Turning Point Solar, LLC), dated to be effective as of [_____] , 2011 and (ii) that certain Right of Way Agreement by and between Franklin Real Estate Company and Lessor (as successor in interest to Turning Point Solar, LLC), dated to be effective as of [_____] , 2011.

"Lease" shall have the meaning set forth in the opening paragraph hereof.

"Lease Commencement Date" shall have the meaning set forth in Section 2.2(a).

"Lease Event of Default" shall have the meaning set forth in Section 15.1.

"Lease Indemnified Person" shall mean the Lessor and its successors, assigns, officers, directors, agents, employees and Affiliates.

"Lease Purchase Option" shall have the meaning set forth in Section 14.1(a).

"Lease Purchase Option Certificate" shall mean a Purchase Option Certificate in the form attached hereto as Exhibit D.

"Lease Purchase Option Notice" shall have the meaning set forth in Section 14.1(a).

"Lease Supplement" shall have the meaning set forth in Section 2.2(b).

"Lease Term" shall have the meaning set forth in Section 2.3.

"Lease Termination Date" shall mean the earliest to occur of (i) the Expiration Date, (ii) the closing date with respect to the exercise by Lessee (or a Designee) of a Lease Purchase Option for the Leased Phase and (iii) the closing date with respect to any other termination of this Lease in accordance with its terms.

"Lease Termination Notice" shall mean a notice of termination of this Lease given either by Lessor or by Lessee pursuant to the provisions hereof.

"Leased Phase" means the Land (including all Appurtenant Rights) and the Improvements (including the Fixtures and Equipment) constructed thereon, which for the purposes of this Lease consist only of the Land upon which [Phase 1][Phase 2][Phase 3] is constructed and the Improvements comprising [Phase 1][Phase 2][Phase 3]. *[Note: Consider substation facilities and tie line -should these be leased under each Phase?]*

"Lessee" shall have the meaning set forth in the opening paragraph hereof.

"Lessor" shall have the meaning set forth in the opening paragraph hereof.

"Lessor Lien" shall mean any Lien or liability affecting or which may affect any of the Property arising as a result of any claim against Lessor or any Affiliate of Lessor as a result of action or omission by Lessor or any Affiliate of Lessor.

"Lessor Mortgage" shall mean, with respect to the Leased Phase, a mortgage made by Lessor in favor of or for the benefit of any Financing Party.

["LIBO Rate" shall have the meaning set forth in any Financing Document.]

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit, arrangement, encumbrance, lien (statutory or otherwise), charge or other security interest or any preference priority, preferential arrangement or other security agreement of any kind or nature whatsoever, including, without limitation, any conditional sale or other title retention agreement.

["Loan(s)" shall have the meaning set forth in the Financing Documents.]

"Major Supply Agreement" means one or more supply agreements for the procurement of inverters and racking systems to be installed at the Facility.

"Material Adverse Effect" shall mean a material adverse effect on any of (i) the ability of Lessee to perform any of its obligations under this Lease on a timely basis, (ii) the Value, condition or operation of the Leased Phase or (iii) the validity or enforceability of this Lease.

"Material Facility Contracts" means the Land Acquisition Agreements, the Tax Abatement Agreements, the Interconnection Agreements, the Major Supply Agreements, the MSA and the EPC Construction Contract.

"Modifications" shall have the meaning set forth in Section 9.1.