

Large Filing Separator Sheet

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The Supplement Direct Testimony
(Jay Godfrey)

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"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.

"Net Available Proceeds" shall mean, with respect to any Condemnation or Casualty, any insurance proceeds, condemnation awards or other compensation, awards, damages, liquidated damages and other payments or relief (including any compensation payable in connection with a taking) received by Lessee or Lessor from its property interest in the Leased Phase in respect thereof, net of reasonable expenses incurred in connection with the collection thereof.

"Non-Power Attributes" means any characteristic of the Leased Phase 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.

["OPCO" means Ohio Power Company, an Ohio corporation and Affiliate of Lessee.]

"Operation and Maintenance Plan" means the operation and maintenance plan attached hereto as Schedule 4 detailing the operation and maintenance services to be provided by AEP Ohio, or an Affiliate of AEP Ohio, during the Lease Term.

"Owner Return" shall have the meaning set forth in the TPSG LLC Agreement.

"Part" shall mean any component of any Module, Inverter or any other part or component of the Leased Phase (excluding parts and components that were not financed with Payments and are not Required Modifications, to the extent that such parts and components may be removed by Lessee pursuant to the provisions of Sections 8.2, and 9.1).

"Party" or "Parties" means Lessor, Lessee or both, collectively.

"Payment Date" shall mean any date after the Phase Acceptance Date on which any Financing Costs, Owner Return or principal payments are required to be paid pursuant to any Financing Document.

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

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

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

"Phase Acceptance Date" shall have the meaning set forth in Section 2.2(b).

"Pre-Closing Tax Return" shall have the meaning set forth in Section 17.2(b).

"Pre-BTD Energy Production" means all Renewable Energy Products which are produced by any Block comprising a portion of the Leased Phase prior to the Block Turnover Date for such Block.

"Property" shall mean any and all rights, title and interest of Lessor, in, to and under the Leased Phase, including any and all rights, title and interest of Lessor, in, to and under the Land, the Improvements and the Facility Contracts to the extent relating to the Leased Phase, as more specifically described in Section 2.6.

"Property Taxes" shall mean ad valorem, property, excise, or similar Taxes (including any interest, fine, penalty or additions to Tax imposed by a Governmental Authority in connection with such Taxes) based upon operation or ownership of the Leased Phase but excluding, for the avoidance of doubt income, capital gains, commercial activity Taxes, franchise Taxes and similar Taxes.

"Prudent Industry Practice" 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.

"Release" shall mean any release, pumping, pouring, emptying, injecting, escaping, leaching, dumping, seepage, spill, leak, flow, discharge, disposal or emission of a Hazardous Material into the environment.

"Renewable Energy Certificate" or "REC" means any credit, certificate, allowance or similar right that is related to the Non-Power Attributes of the Leased Phase, whether arising pursuant to law, regulation, certification, markets, trading, off-set, private transaction, renewable portfolio standards, voluntary programs or otherwise. Without limiting the generality of the

foregoing definitions, RECs shall include GATS certificates and must be generated by a solar generating facility located in Ohio and approved by the Public Utilities Commission of Ohio as 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 Leased Phase (including production tax credits, credits under Sections 38 and 45 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 Leased Phase 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 Leased Phase.

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

"Rent" means, collectively, the Basic Rent and the Supplemental Rent, in each case payable under this Lease.

"Replacement Part" shall have the meaning set forth in Section 8.2.

"Required Modification" shall have the meaning set forth in Section 9.1(a).

"Responsible Officer" shall mean the chief financial officer, the chief accounting officer, the vice president finance, the treasurer, an assistant treasurer, or the comptroller of Lessee or any other officer of Lessee whose primary duties are similar to the duties of any of the previously listed officers.

"RUS Debt Refinancing" means the term loans obtained by Lessor 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 Leased Phase.

"Services Fees" means all fees and reimbursable costs payable by Lessor under the Business Services Agreement.

"Straddle Period" shall mean any Tax period beginning before and ending after the Lease Commencement Date.

"Supplier(s)" shall mean any counterparty to a Supply Agreement with Lessor or any EPC Construction Contractor.

"Subject Claim" shall have the meaning set forth in the definition of the term "Contest."

"Supplemental Rent" shall mean all amounts, liabilities, obligations and increased costs (other than Basic Rent) payable under any Financing Documents, including the ITC Benefits Loan and any Contingent Payments, Breakage Costs and indemnity obligations (direct or indirect) of Lessor under the Financing Documents.

"Supply Agreement(s)" shall mean agreements for the acquisition of Equipment and related services for the Facility between Lessor and the applicable Supplier.

"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 Lessor with Noble County, Ohio or any other local or state Governmental Authority. *[Note: To be further defined to identify required abatements.]*

"Tax Claim" shall have the meaning set forth in Section 17.2(f).

"Taxes" means, all (a) income, franchise, gross margin, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added, severance and all other taxes of any kind imposed by any Governmental Authority, whether disputed or not, and any related interest, additions to tax, or penalties imposed by any governmental entity and (b) liability for Taxes described in (a) of any other Person imposed by Applicable Law.

"Tax Returns" shall mean any report, return, election, document, estimated Tax filing, declaration or other filing provided to any Governmental Authority, including any amendments thereto.

"Terminal Lease Purchase Option" shall have the meaning set forth in Section 14.1.

"Termination Payment" means, as of any date of determination, an amount equal to the excess of (i) the sum of (A) the aggregate sum of the outstanding principal amount of the Loans outstanding under the Financing Documents, (B) all accrued and unpaid Financing Costs on the Loans outstanding under the Financing Documents, (C) all accrued and unpaid Owner Return and (D) all other amounts owing by Lessor under the Financing Documents, including Contingent Payments, Breakage Costs and reasonably anticipated costs and expenses of any other Person entitled to reimbursement of expenses thereunder, less the sum of all payments applied in accordance with the Financing Documents to reduce the Termination Payment, including reductions resulting from payments by or on behalf of Lessor or Lessee, or proceeds from the sale of the Leased Phase.

"TPSG LLC Agreement" means the First Amended and Restated Limited Liability Company Agreement of Turning Point Solar Generation LLC between [Lessee][CSP] and Investor dated effective as of _____.

"Transfer Taxes" shall mean any present or future sales, use, documentary, value added, goods and services, recording, stamp, license, transfer, transfer gains, publication filings, or any other Taxes in the nature of the foregoing.

"Transmission Operator" means PJM or any successor independent system operator, regional transmission operator or other transmission operator from time to time having authority to control the transmission control area to which the Facility is interconnected.

"Transmission Provider" means any Person or Persons that owns, operates or controls facilities used for the transmission of Energy from the Facility in interstate commerce.

"Transmission Provider's System" means the contiguously interconnected electric distribution facilities, including Interconnection Provider's portion of the Interconnection Facilities, over which the Transmission Provider has rights to provide for the transmission of capacity and energy from the Delivery Point.

"Uniform Commercial Code" and "UCC" shall mean the Uniform Commercial Code as in effect in any applicable jurisdiction.

"Value" shall mean, with respect to the Leased Phase (i) on the Effective Date, the amount of the Final Project Costs, and (ii) thereafter, the amount, which in any event shall not be less than zero, that would be paid in cash in an arm's length transaction between an informed and willing purchaser and an informed and willing seller, neither of whom is under any compulsion to purchase or sell, respectively, for the ownership of the Leased Phase.

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

(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 Applicable Law has such meaning whether or not such agreement, instrument or Applicable Law is in effect.

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

(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 Lease 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 Lease 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 Lease, 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 Lease 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 Lease, 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 Lease have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Lease 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 Lease, as the case may be.

ARTICLE 2

LEASE OF LEASED PHASE; LEASE TERM

2.1 Acceptance and Lease of Leased Phase. Subject to the terms and conditions hereinafter set forth, Lessor hereby agrees to lease to Lessee hereunder for the Lease Term, the Leased Phase, including any Modifications thereafter constructed thereon pursuant to this Lease and owned by Lessor, and Lessee hereby agrees to lease from Lessor for the Lease Term, the Leased Phase.

2.2 Acceptance Procedure.

(a) On the Block Turnover Date for the first Block or Blocks comprising a portion of the Leased Phase to achieve Block Substantial Completion (as defined in the EPC Construction Contract) (the "Lease Commencement Date"), Lessee shall be deemed to have accepted such Block or Blocks for all purposes of this Lease on the terms set forth herein, and such Block or Blocks shall be deemed to be included in the leasehold estate of this Lease and shall be subject to the terms and conditions of this Lease. On the Block Turnover Date for each subsequent Block or Blocks comprising a portion of the Leased Phase to achieve Block Substantial Completion, Lessee shall be deemed to have accepted such Block or Blocks for all purposes of this Lease on the terms set forth herein, and such Block or Blocks shall be deemed to be included in the leasehold estate of this Lease and shall be subject to the terms and conditions of this Lease.

(b) On the Block Turnover Date for the last Block or Blocks comprising a portion of the Leased Phase, the Lessor and the Lessee shall execute and deliver a lease supplement (the "Lease Supplement") in the form attached hereto as Exhibit A (such date, the "Phase Acceptance Date"), and Lessee shall be deemed to have accepted the Leased Phase for all purposes of this Lease on the terms set forth herein, and the Leased Phase shall be deemed to be included in the leasehold estate of this Lease and shall be subject to the terms and conditions of this Lease.

(c) The Leased Phase is leased to the Lessee subject to all Applicable Laws, Insurance Requirements, all terms, covenants and provisions of the Facility Contracts, and the Financing Documents, all Permitted Liens and any state of facts which an accurate survey or physical inspection might show, in each case to the extent, and only to the extent, applicable to the Leased Phase.

2.3 Lease Term. The term of this Lease (the "Lease Term") shall begin on the Lease Commencement Date and shall end on the Expiration Date, unless the Lease Term earlier terminated in accordance with the provisions of this Lease.

2.4 AS IS, WHERE IS Condition. The Lessee has examined the Leased Phase and title thereto and has found the same satisfactory for all purposes of this Lease and accepts the same AS IS, WHERE IS, WITH ALL FAULTS, other than that the Leased Phase is free of any Lessor Liens.

2.5 No Representation. THE LESSEE ACKNOWLEDGES THAT LESSOR HAS NOT MADE OR SHALL BE DEEMED TO HAVE MADE ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PHASE, ANY IMPROVEMENTS ON THE LAND, THE EQUIPMENT, THE SOIL AND GROUND WATER CONDITION OF THE LAND, OR ANY ENVIRONMENTAL OR HAZARDOUS MATERIAL CONDITION THEREOF, OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE LEASED PHASE OR ANY PORTION THEREOF FOR USE FOR ANY PARTICULAR PURPOSE, THE CONDITION OR DURABILITY THEREOF OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, OR AS TO THE COMPLIANCE THEREOF WITH APPLICABLE LAWS, AS TO THE LESSOR'S TITLE THERETO OR OWNERSHIP THEREOF OR OTHERWISE, OTHER THAN THAT THE LEASED PHASE IS FREE OF ANY LESSOR LIENS, IT BEING AGREED THAT ALL OTHER RISKS INCIDENT THERETO ARE TO BE BORNE BY THE LESSEE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE LEASED PHASE, WHETHER PATENT OR LATENT, THE LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

2.6 Assignment of Property.

(a) Facility Contracts. On or prior to the Lease Commencement Date, Lessor and Lessee shall execute and deliver a corresponding Facility Contracts Assignment Agreement with respect to the Leased Phase.

(b) Other Assets. Lessor hereby transfers to Lessee, to the extent, and only to the extent, applicable to the Leased Phase, without warranty of any kind, during the Lease Term, effective upon the Lease Commencement Date, an undivided [45/55]% interest in all right, title and interest in and to the following, all of which comprise a portion of the Property:

(i) all Renewable Energy Products (including all Beneficial Environmental Interests, including all RECs) and, subject to Lessee's obligation to pay the ITC Benefit Prepayments when due hereunder, all Renewable Energy Incentives;

(ii) *[all authority for Lessee to make arrangements for delivery of renewable energy, transmit such data and make such arrangements for station power and other utilities as contemplated in Section 7.2:]* and

(iii) all authority for Lessee to participate in GATS and to register, own, hold and manage certificates that represent RECs in Lessee's own name and to Lessee's account, including any rights associated with any such renewable energy information or tracking system that may be established with regard to monitoring, tracking, certifying, or trading such RECs as contemplated in Section 7.2.

(c) Power of Attorney. During the Lease Term, so long as no Lease Event of Default has occurred and is continuing and no Lease Termination Notice has been given, the Lessor hereby appoints irrevocably and constitutes the Lessee its agent and attorney in fact, coupled with an interest, to assert and enforce, from time to time, in the name and for the account of the Lessor and the Lessee, as their interests may appear, whatever claims and rights the Lessor may have in respect of the Leased Phase or any part thereof, against any Supplier or other manufacturer, vendor, contractor or other counterparty to any agreement assigned to Lessee hereunder or under any express or implied warranties relating to the Leased Phase or any part thereof. If reasonably requested by Lessee, Lessor will join in any proceedings to enforce any such warranties or other obligations under such agreements or permit them or any part thereof to be brought in its name if and so long as no Lease Event of Default exists and no Lease Termination Notice has been given hereunder. Lessee hereby agrees to comply with and be bound by the provisions of the EPC Construction Contracts regarding the protection of proprietary information or other obligations under such agreements as and to the extent provided in such agreements.

ARTICLE 3

PAYMENT OF RENT

3.1 Basic Rent. During the Lease Term, on each applicable Payment Date, on the Expiration Date, on the closing of the Lease Purchase Option and on any date when this Lease shall terminate, Lessee shall pay Basic Rent for the Leased Phase.

3.2 Supplemental Rent. Lessee shall pay to Lessor (subject to Section 3.4) or the Person entitled thereto as expressly provided herein any and all Supplemental Rent promptly as the same shall become due and payable, and if Lessee fails to pay any Supplemental Rent, Lessor shall have all rights, powers and remedies provided for herein or by law or equity or otherwise in the case of nonpayment of Basic Rent. Lessee shall pay to Lessor as Supplemental Rent, on demand, to the extent permitted by Applicable Laws, interest at the applicable Default Rate on any installment of Basic Rent not paid when due for the period for which the same shall be overdue and on any payment of Supplemental Rent not paid when due or demanded by Lessor for the period from the due date or the date of any such demand, as the case may be, until the same shall be paid. The expiration or other termination of Lessee's obligations to pay Basic Rent hereunder shall not limit or modify the obligations of Lessee with respect to Supplemental Rent. Unless expressly provided otherwise in this Lease, in the event of any failure on the part of Lessee to pay and discharge any Supplemental Rent as and when due, Lessee shall also promptly pay and discharge any fine, penalty, interest or cost which may be assessed or added for nonpayment or late payment of such Supplemental Rent, all of which shall also constitute Supplemental Rent.

3.3 Method of Payment. Each payment of Rent payable by Lessee to Lessor under this Lease shall be made by Lessee to Lessor at such address, or to such other Person at such address, as Lessor from time to time may designate to Lessee by written instructions, in immediately available funds consisting of lawful currency of the United States of America on the date when such payment shall be due.

ARTICLE 4

QUIET ENJOYMENT; ACCESS

4.1 Non Interference and Quiet Enjoyment. Subject to Section 4.2, Lessor covenants that neither it nor its Affiliates or any Person claiming by, through or under such Persons will interfere in Lessee's quiet enjoyment and use or possession of the Leased Phase during the Lease Term, so long as no Lease Event of Default has occurred and is continuing, it being agreed that Lessee's remedies for breach of the foregoing covenant shall be limited to a claim for damages (excluding consequential damages) or the commencement of proceedings to enjoin such breach or seek specific performance of the covenant, as applicable. Such right is independent of and shall not affect Lessee's obligations hereunder or Lessor's rights otherwise to initiate legal action to enforce the obligations of Lessee under this Lease. The foregoing covenant shall not require Lessor to take any action contrary to, or which would permit Lessee to use the Leased Phase for a use not permitted under the provisions of this Lease.

4.2 Access. At any reasonable time and from time to time (but no more often than once each calendar year if no Lease Event of Default has occurred and is continuing), Lessee will permit up to three representatives of Lessor, on not less than five Business Days' notice, to examine and make copies of and abstracts from the records and books of account of, and visit the properties of, Lessee and to discuss the general business affairs of Lessee with its officers and independent certified public accountants; subject, however, in all cases to the imposition of such conditions as Lessee shall deem necessary based on reasonable considerations of safety and security; *provided, however*, that Lessor releases Lessee and its Affiliates and their officers, directors, employees, and agents against any claim for damage or injury to or by such representatives which may be occasioned as a result of such inspection and visitation of the Leased Phase except in the event of gross negligence or willful misconduct on the part of the Lessee; and *provided, further, however*, that neither Lessee nor any of its Affiliates shall be required to disclose to Lessor or any agents or representatives thereof any information which is the subject of attorney client privilege or attorney work product privilege properly asserted by the applicable Person to prevent the loss of such privilege in connection with such information or which is prevented from disclosure pursuant to a confidentiality agreement with third parties. The expense of any exercise by Lessor of its rights under this Section 4.2 shall be for the account of Lessor unless a Lease Event of Default has occurred and is continuing at the time of the request or visit.

ARTICLE 5

NET LEASE, ETC.

5.1 Net Lease; No Setoff; Etc. This Lease shall constitute a net lease and, notwithstanding any other provision of this Lease, it is intended that, to the extent permitted by Applicable Law, Basic Rent and Supplemental Rent shall be paid without counterclaim, setoff, deduction or defense of any kind and without abatement, suspension, deferment, diminution or reduction of any kind, and Lessee's obligation to pay all such amounts, throughout the Lease Term, is absolute and unconditional. The obligations and liabilities of Lessee hereunder shall in no way be released, discharged or otherwise affected for any reason, including, without

limitation, to the maximum extent permitted by law: (a) any defect in the condition, merchantability, design, construction, quality or fitness for use of any portion of the Leased Phase, or any failure of the Leased Phase to comply with all Applicable Laws, including any inability to occupy or use the Leased Phase by reason of such noncompliance; (b) any damage to, abandonment, loss, contamination of or Release from or destruction of or any requisition or taking of the Leased Phase or any part thereof, including eviction; (c) any restriction, prevention or curtailment of or interference with any use of the Leased Phase or any part thereof, including eviction; (d) any defect in title to or rights to the Leased Phase or any Lien on such title or rights or on the Leased Phase; (e) any change, waiver, extension, indulgence or other action or omission or breach in respect of any obligation or liability of or by Lessor, (f) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceedings relating to Lessee, Lessor or any other Person, or any action taken with respect to this Lease by any trustee or receiver of Lessee, Lessor or any other Person, or by any court, in such proceeding; (g) any claim that Lessee has or might have against any Person, including, without limitation, Lessor or any Financing Party; (h) any failure on the part of Lessor or any Financing Party to perform or comply with any of the terms of this Lease or of any Financing Document; (i) any invalidity or unenforceability or disaffirmance against or by Lessee of this Lease, or any provision hereof; (j) the impossibility or illegality of performance by Lessee, Lessor, any Financing Party or all of them; (k) any action by any court, administrative agency or other Governmental Authority; any restriction, prevention or curtailment of or any interference with the construction on or any use of the Leased Phase or any part thereof; or (l) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Lessee shall have notice or knowledge of any of the foregoing. Each payment of Rent made by Lessee hereunder shall be final and, absent manifest error in the computation of the amount thereof, Lessee shall not seek or have any right to recover all or any part of such payment from Lessor, any Financing Party or any party to any agreements related thereto for any reason whatsoever.

5.2 No Lease Termination or Abatement. To the extent permitted by Applicable Law, Lessee shall remain obligated under this Lease in accordance with its terms and shall not take any action to terminate, rescind or avoid this Lease, except as otherwise expressly provided herein. To the extent permitted by Applicable Law, Lessee hereby waives all right (i) to terminate or surrender this Lease, except as otherwise expressly provided herein, or (ii) to avail itself of any abatement, suspension, deferment, reduction, setoff, counterclaim or defense with respect to any Rent. Lessee shall remain obligated under this Lease in accordance with its terms and Lessee hereby waives any and all rights now or hereafter conferred by statute or otherwise to modify or to avoid strict compliance with its obligations under this Lease. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise, except as otherwise expressly provided herein, Lessee shall, unless prohibited by any Applicable Law, nonetheless pay to Lessor (or, in the case of Supplemental Rent, to whomever shall be entitled thereto) an amount equal to each Rent payment at the time and in the manner that such payment would have become due and payable under the terms of this Lease if it had not been terminated in whole or in part, and in such case, so long as such payments are made and no Lease Event of Default shall have occurred and be continuing, Lessor will deem this Lease to have remained in effect.

ARTICLE 6

LESSEE ACKNOWLEDGEMENTS

6.1 Risk of Loss. During the Lease Term, the risk of loss of or decrease in the enjoyment and beneficial use of the Leased Phase as a result of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise is assumed by Lessee.

6.2 No Obligation of Lessor to Repair, etc. Lessor shall under no circumstances be required to build any improvements on the Leased Phase, make any repairs, replacements, alterations or renewals of any nature or description to the Leased Phase, make any expenditure whatsoever in connection with this Lease or maintain the Leased Phase in any way. Lessee waives any right to (i) require Lessor to maintain, repair, or rebuild all or any part of the Leased Phase or (ii) make repairs at the expense of Lessor pursuant to any Applicable Law, Insurance Requirement, Facility Contract, contract, agreement, or covenant, condition or restriction in effect at any time during the Lease Term.

6.3 No Liability of Lessor. Nothing contained in this Lease shall be construed as constituting the consent or request of Lessor, expressed or implied, to or for the performance by any contractor, mechanic, laborer, materialman, supplier or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Leased Phase or any part thereof. NOTICE IS HEREBY GIVEN THAT (TO THE EXTENT PERMITTED BY APPLICABLE LAW) LESSOR SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE HOLDING ANY INTEREST IN THE LEASED PHASE OR ANY PART THEREOF THROUGH OR UNDER LESSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LESSOR IN AND TO THE LEASED PHASE.

ARTICLE 7

POSSESSION AND USE OF THE LEASED PHASE, ETC.

7.1 Possession, Use and Operation of the Leased Phase Generally. The Leased Phase shall be used and operated by Lessee in a manner consistent with this Lease, the Facility Contracts, the Financing Documents, the Operation and Maintenance Plan, Applicable Laws and Prudent Industry Practice. Lessee shall pay, or cause to be paid, all charges and costs required in connection with the use of the Leased Phase as contemplated by this Lease. Lessee shall not commit or permit any waste or abandonment of the Leased Phase or any Part thereof, *provided* that Lessee may remove surplus or obsolete parts in accordance with Sections 8.2 and 9.2.

7.2 Arrangements for Utilities and Renewable Energy Deliveries. *[Prior to the Lease Commencement Date, Lessee shall (i) make all arrangements and execute all agreements required to deliver Renewable Energy from the Leased Phase to the Point of Delivery in accordance with the provisions of this Lease, (ii) install, test and confirm its ability to reliably transmit real time data and measurements in accordance with the requirements of the Interconnection Agreement, and (iii) make all arrangements for the supply of required electric*

services to the Leased Phase, including the supply of station power and maintenance power.][Note: Will Lessor or Lessee do this] [To the extent necessary, Lessor shall assign to Lessee all rights, title and authority for Lessee to make such arrangements for delivery of Renewable Energy, transmit such data and make such arrangements for station power and other utilities.] Lessee shall pay or cause to be paid all charges for electricity, power, gas, oil, water, telephone, sanitary sewer service and all other rents and utilities used in or on the Leased Phase during the Lease Term. Lessee shall be entitled to receive any credit or refund with respect to any utility charge paid by Lessee and, provided no Lease Event of Default has occurred and is continuing, the amount of any credit or other such refund received by Lessor on account of any utility charges paid by Lessee, net of the reasonable costs and expenses reasonably incurred by Lessor in obtaining such credit or refund, shall be promptly paid over to Lessee.

7.3 Arrangements for Pre-BTD Energy Production. [Discuss.]

7.4 Meters, Scheduling, Curtailment. During the Lease Term, Lessee shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements and costs required to deliver Renewable Energy [and Pre-BTD Renewable Energy Production] from the Leased Phase to the Delivery Point. Lessee will comply with the terms and conditions of the Interconnection Agreement and will maintain, test and calibrate the meters in accordance with Prudent Industry Practice. Lessee shall comply with the curtailment directives of the Transmission Operator, the Transmission Provider and the Interconnection Provider given pursuant to the Interconnection Agreement, and in no event shall any such curtailment relieve Lessee of any of its obligations under this Lease. [Discuss]

7.5 REC Certification. Prior to the Lease Commencement Date, Lessee shall make all necessary filings and applications with PJM and governmental authorities for accreditation and participation in GATS. Lessee shall be responsible for causing the GATS Certificates to meet all requirements for entry into GATS and as otherwise specified by the PJM-EIS. Lessee shall be responsible for registering and maintaining compliance during the Lease Term with GATS and the PJM-EIS and will be responsible for timely delivery as allowed by GATS and the PJM-EIS. Lessee shall, at its own cost, take all actions necessary to register for and maintain participation in any applicable system or program established by the federal governmental authority or the State of Ohio to monitor, track, certify or trade RECs. To the extent necessary, Lessor shall assign to Lessee all rights, title and authority for Lessee to participate in GATS and to register, own, hold and manage certificates that represent RECs in Lessee's own name and to Lessee's account, including any rights associated with any such renewable energy information or tracking system that may be established with regard to monitoring, tracking, certifying, or trading such RECs.

7.6 Reports, Etc. To the extent permissible under Applicable Laws, subject to Lessee's Contest rights, during the Lease Term, Lessee shall prepare and file in timely fashion, or, where Lessor shall be required to file, Lessee shall prepare and make available to Lessor within a reasonable time prior to the date for filing and Lessor shall file, any reports with respect to the condition or operation of the Leased Phase that shall be required to be filed with any Governmental Authority by the owner thereof.

7.7 Grants of Easements and Releases. Notwithstanding anything to the contrary provided for herein and *provided* that no Lease Event of Default shall have occurred and be continuing, Lessee shall have the right to take any of the following actions from time to time, and Lessor hereby consents to the following actions by Lessee, in the name and stead of Lessor, but at Lessee's sole cost and expense: (a) the sale, grant or conveyance of easements, licenses, rights of way and other rights, interests and privileges of any kind or nature reasonably necessary or desirable for the construction, use, operation, remediation, repair, renovation or maintenance of the Leased Phase as herein provided (prior to the Lien of the Financing Documents); (b) the release of existing easements or other rights in the nature of easements, which release shall not harm the Leased Phase; (c) the dedication or transfer of portions of the Land not necessary for the Improvements for road, highway or other public purposes (free of the Lien of the Financing Documents); (d) the execution of petitions to have the Land annexed to any municipal corporation or utility district (free of the Lien of the Financing Documents); (e) the execution of amendments to any covenants and restrictions affecting the Land (prior to the Lien of the Financing Documents), (f) easements, licenses, rights of way and any other rights, interests and privileges as may be required by Environmental Authorities in connection with an Environmental Action; and (g) the release of any portion of the Leased Phase that is obsolete or not necessary in the commercial generation of the Leased Phase in accordance with Prudent Industry Practice, *provided*, that in each case Lessee shall have delivered to Lessor a Responsible Officer's certificate stating that: (i) such grant, release, dedication or transfer does not prohibit the Intended Use or materially impair the Value, utility or remaining useful life of the Leased Phase or (except as provided hereinabove) the Liens created under the Financing Documents, (ii) as applicable, such grant, release, dedication or transfer is necessary in connection with the construction, use, maintenance, alteration, renovation or improvement or operation of the Leased Phase or such affected portion of the Leased Phase or the Land upon which the Leased Phase is constructed is obsolete or not necessary, (iii) Lessee shall remain obligated under this Lease and under any instrument executed by Lessee consenting to the assignment or release of Lessor's interest in this Lease as security for indebtedness, in each such case in accordance with their terms, as though such grant, release, dedication or transfer, had not been effected, (iv) Lessee shall pay and perform any obligations of Lessor under such grant, release, dedication or transfer and (v) Lessee agrees to indemnify the Lease Indemnified Persons in respect thereof as provided in Article XVII. Without limiting the effectiveness of the foregoing, *provided* that no Lease Event of Default shall have occurred and be continuing, Lessor shall, upon the request of Lessee, and at Lessee's sole cost and expense, execute and deliver any instruments necessary or appropriate to confirm any such grant, release, dedication or transfer to any Person permitted under this Section 7.7 in form and substance satisfactory to the Lessor, and in each case without recourse, representation or warranty of any kind.

ARTICLE 8

MAINTENANCE AND REPAIR; REPLACEMENTS; REPORTS

8.1 Maintenance and Repair; Return. Lessee, at its sole cost and expense, shall maintain the Leased Phase in good operating condition (ordinary wear and tear excepted) and make all necessary repairs thereto, of every kind and nature whatsoever, whether interior or exterior, ordinary or extraordinary, structural or nonstructural or foreseen or unforeseen, all as in the reasonable judgment of Lessee may be necessary so that the Leased Phase may be operated

in accordance with this Lease and with the Operation and Maintenance Plan, all Facility Contracts, Applicable Laws, the Insurance Requirements, all Government Actions and Prudent Industry Practice.

8.2 Replacement of Parts. In the event that any Part which may from time to time be incorporated or installed in or attached to Equipment becomes at any time worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever, Lessee, at its own cost and expense, shall upon obtaining knowledge thereof replace, or cause to be replaced, such Part in accordance with Prudent Industry Practice with a replacement Part (a "Replacement Part") (unless Lessee deems such Part to be obsolete or surplus in Lessee's reasonable discretion in light of Prudent Industry Practice). In addition, Lessee may, at its own cost and expense, remove in the ordinary course of maintenance, service, repair, overhaul or testing, any Part, whether or not worn out, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use; *provided, however*, that Lessee will, at its own cost and expense, replace such Part as promptly as is commercially reasonable prior to the Lease Termination Date (unless Lessee deems such Part to be obsolete or surplus in Lessee's reasonable discretion in light of Prudent Industry Practice). All Replacement Parts shall be free and clear of all Liens (other than Permitted Liens), and such replacement shall be in accordance with Prudent Industry Practice and not result in a material diminution in the Value, utility or remaining useful life of the Leased Phase. Any Part at any time removed from any Equipment shall remain the property of Lessor, no matter where located, until such time as such part shall be replaced by a Replacement Part as specified above. Immediately upon any Replacement Part becoming incorporated or installed in or attached to any such Equipment as above provided, without further act: (i) title to the replaced Part shall thereupon vest in Lessee, free and clear of all rights of Lessor, and shall no longer be deemed a Part hereunder or subject to this Lease; (ii) title to such Replacement Part shall thereupon vest in Lessor; and (iii) such Replacement Part shall become subject to this Lease and the Financing Documents and be deemed part of the Leased Phase for all purposes hereof to the same extent as the Parts incorporated or installed in or attached to the Leased Phase on the date such Equipment became subject to this Lease. Notwithstanding anything in this Section 8.2 or elsewhere herein to the contrary, if Lessee has determined that a Part is surplus or obsolete, it shall have the right to remove such Part without replacing it; *provided* that no such Part may be so removed without replacement if such removal would diminish the Value, the utility or remaining useful life of the Leased Phase.

ARTICLE 9

MODIFICATIONS, ETC.

9.1 Modifications. During the Lease Term, Lessee, at its sole cost and expense, may at any time and from time to time make alterations, renovations, improvements and additions to the Leased Phase or any part thereof and substitutions and replacements therefor (collectively, "Modifications"); *provided, however*, that:

- (a) except for any Modification required to be made pursuant to any Applicable Law or Insurance Requirement (a "Required Modification"), no Modification

shall materially and adversely affect the Value, utility or remaining useful life of the Leased Phase;

(b) such Modifications shall be performed in a good and workmanlike manner in accordance with the Facility Contracts, all Applicable Laws, Insurance Requirements, all Governmental Approvals, and Prudent Industry Practice, unless such noncompliance would not reasonably be expected to result in a Material Adverse Effect or involve any material risk of (1) foreclosure, sale, forfeiture or loss of, or imposition of any material Lien on, the Leased Phase or any part thereof, (2) the impairment of the ownership, use, operation or maintenance of the Leased Phase or any part thereof, (3) 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 the Lessor; and

(c) Lessee shall not have the right to make Modifications (other than Required Modifications) at any time that a Lease Event of Default shall have occurred and be continuing.

9.2 Ownership and Removal of Modifications. All Modifications shall remain part of the realty, if applicable, and title thereto, shall immediately vest in Lessor and shall be subject to this Lease; *provided, however*, that Modifications that (a) are not Required Modifications, (b) were not financed under the Financing Documents and (c) can be removed without causing (i) material damage to the Leased Phase, or (ii) material diminution in the Value (determined as if such Modifications (other than Required Modifications) had never been made) or the remaining useful life or utility of the Leased Phase (determined as if such Modifications (other than Required Modifications) had never been made), shall be the property of Lessee or other third party and may be removed by Lessee during the Lease Term and up to 30 days following the expiration or earlier termination thereof and shall not be subject to this Lease. Lessor shall, at Lessee's cost, reasonably cooperate to permit Lessee to remove such property. Lessee may place upon the Leased Phase any trade fixtures, machinery, equipment, inventory or other property belonging to Lessee or third parties and may remove the same, subject, however, to the terms of Section 8.1; *provided, however*, that such trade fixtures, machinery, equipment, inventory or other property can be removed without causing material damage to the Leased Phase or any material diminution in the Value of the Leased Phase (determined as if such Modifications (other than Required Modifications) had never been made) or the remaining useful life of the Leased Phase (determined as if such Modifications (other than Required Modifications) had never been made); *provided, further, however*, that Lessee shall keep and maintain at the Leased Phase and shall not remove from the Leased Phase any Part (subject to Section 8.2) financed or otherwise paid for under the Financing Documents, unless Lessee deems such Part to be obsolete or surplus, in Lessee's reasonable discretion in light of Prudent Industry Practice.

ARTICLE 10

ASSIGNMENT AND SUBLETTING BY LESSEE; FINANCING LIENS

10.1 General. Except as provided in this Section 10.1 and for Lessor's collateral assignment of this Lease to the Financing Parties under the Financing Documents as provided in Section 10.3, neither Lessor nor Lessee shall, without the prior written consent of the other Party,

which consent shall not be unreasonably withheld, transfer, assign or encumber this Lease or any of its rights or obligations hereunder, nor shall Lessee sublease the Leased Phase or any part thereof except as permitted by Section 10.2 or 14.1(b), , provided, however, that Lessee may assign its rights and obligations under this Lease to any Affiliate or third party that is a Creditworthy Entity without the prior consent of Lessor. Lessee will provide Lessor 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. Lessor acknowledges that [OPCO][CSP] and Lessee intend to merge, and in the event of such merger the surviving entity shall be the permitted successor to Lessee hereunder for all purposes by operation law.

10.2 Subletting. Lessee may sublease the Leased Phase or any portion thereof to any Affiliate of Lessee, or to any other Person, *provided, however*, that: (a) no Lease Event of Default shall have occurred and be continuing at the time of such proposed sublease, and immediately after giving effect to such sublease, no Lease Event of Default shall have occurred as a result thereof; (b) no sublease or other relinquishment of possession of the Leased Phase shall in any way discharge or diminish any of the obligations of Lessee to Lessor under this Lease and the other Financing Documents and Lessee shall remain directly and primarily liable under this Lease and the other Financing Documents to which it is a party; (c) any sublease of the Leased Phase shall expressly prohibit further assignment or subletting and shall be expressly subject to and subordinated to the Land Acquisition Agreements, this Lease, the Financing Documents and to the rights of Lessor hereunder; (d) the sublessee (i) is not then subject to bankruptcy proceedings, and (ii) is, or its operating and maintenance obligations under the sublease are guaranteed by, or such obligations are contracted to be performed by, an experienced, reputable operator of electric generating assets; and (e) the term of such sublease does not extend beyond the Expiration Date and each such sublease shall expressly provide for automatic termination upon written notice to sublessee from Lessor of the termination of this Lease or the termination of Lessee's right of possession of the Leased Phase following the occurrence of a Lease Event of Default. Lessee shall provide the Lessor with a conformed copy of the instrument creating such sublease not more than ten (10) Business Days after the effective date of such sublease.

10.3 Financing Liens; Consent and Agreement. Lessor shall have the right to grant security interests in any or all of the Property and to collaterally assign this Lease and its rights hereunder to any Financing Party in connection with any Financing related to the Leased Phase, and Lessee agrees and acknowledges that Lessee takes any right, title and interest in and to the Property leased or otherwise assigned or transferred to Lessee hereunder or under any related agreement subject to any and all Liens in favor of any Financing Party. To facilitate Lessor's obtaining of financing with respect to the Leased Phase, Lessee shall make reasonable efforts to provide such consents to assignments, certifications, representations or other documents as may be reasonably requested by Lessor or the Financing Parties (which shall include providing Financing Parties with the protections contained in the form of Consent and Agreement attached hereto as Exhibit C); *provided*, that in responding to any such request, Lessee shall have no obligation to enter into any agreement that materially adversely affects any of Lessee's rights, benefits, risks or obligations under this Lease. Lessee 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).

ARTICLE 11

PERMITTED CONTESTS

11.1 Permitted Contests Other Than in Respect of Taxes. [Lessee; on its own or on Lessor's behalf but at Lessee's sole cost and expense, may commence and prosecute any Contest other than with respect to Taxes (which contests are governed by Section 17.3(j)).]

11.2 Joinder by Lessor. Lessor will not be required to join in any proceedings pursuant to this Article XI unless Applicable Laws require that such proceedings be brought by or in the name of Lessor, or in the reasonable opinion of Lessee's counsel in such proceedings, such joinder is reasonably necessary or useful; and in that event Lessor will join in the proceedings or permit them or any part thereof to be brought in its name if and so long as Lessee agrees in writing to pay, and pays, all related expenses and agrees in writing to indemnify Lessor, and the other Lease Indemnified Persons, in form and substance reasonably satisfactory to each of the respective Lease Indemnified Persons, in respect of any Claims relating thereto. If Lessor receives any amount as a result of such Contest to which it is not entitled pursuant to this Lease, it shall promptly return such amount to Lessee.

ARTICLE 12

INSURANCE

12.1 Coverage. *[Note: This provision remains subject to review by AEP Ohio and further amendment pending discussions regarding the terms of the Financing Documents.]* Lessee shall arrange for and procure, *on behalf of Lessor,* and thereafter maintain, appropriate public liability and property damage insurance, with reputable insurers, of the kinds and in the amounts as set forth in Schedule 3 attached hereto. The cost of such insurance will be paid by Lessee. On or before the Lease Commencement Date, Lessee shall deliver to Lessor certificates of insurance evidencing the existence of such insurance coverage.

12.2 Adjustment of Losses. Losses, if any, with respect to the Leased Phase under any property damage policies required to be carried under Section 12.1 shall be adjusted with the insurance companies, including the filing of appropriate proceedings by Lessee if Lessee is required by this Lease to, or has agreed to, repair the damage to the Property, unless a Lease Event of Default shall have occurred and be continuing or if a Lease Termination Notice has been given hereunder, in which case losses shall be adjusted by Lessor. Losses shall also be adjusted by Lessor in circumstances where Lessee is not required to, and has not agreed to, repair the damage to the Leased Phase, unless Lessee has purchased the Leased Phase pursuant to the terms of this Lease.

ARTICLE 13

EVENTS OF LOSS

13.1 Casualty; Condemnation; Application of Net Available Proceeds. [Note: This provision remains subject to review by AEP Ohio and further amendment pending discussions regarding the terms of the Financing Documents.]

(a) [Subject to Section 13.1(c), the Lessee hereby irrevocably assigns Lessor any award or compensation or insurance payment or other proceeds (including proceeds, subject to Lessor's express assumption in writing, of insurance policies described in Article XII) to which Lessee may become entitled by reason of its interest in the Property or any portion thereof in case of a Casualty or Condemnation.]

(b) The Lessee shall, promptly (but no later than ten (10) Business Days after the occurrence of such event) upon a Responsible Officer obtaining Actual Knowledge thereof, notify the Lessor in writing (i) of the occurrence of any such Casualty or Condemnation when the costs of repair or restoration of the Leased Phase are expected to exceed [\$5,000,000] or (ii) if Lessor has determined there is a reasonable possibility that any Casualty or Condemnation would result in an Event of Loss. In such event, the Lessee may appear on behalf of Lessor in any proceeding or action to defend, negotiate, prosecute, settle or adjust any claim for any award or compensation or insurance payment on account of any Casualty or Condemnation and shall take all appropriate action in connection therewith, including the employment of counsel reasonably satisfactory to the Lessor. If the Lessee elects not to so appear or elects to appear and then fails to prosecute diligently any such proceeding or action, the Lessor may assume the prosecution thereof and the Lessee shall pay all of the costs and expenses of the Lessor in connection therewith (including reasonable fees and expenses of the Lessor's counsel). No settlement of any such proceeding or action will be made by the Lessee or the Lessor without the prior written consent of the other Party hereto, which consent will not be unreasonably withheld, delayed or conditioned.

(c) All Net Available Proceeds shall (i) to the extent less than [\$10,000,000] per occurrence and so long as no Lease Event of Default has occurred and is continuing and no Lease Termination Notice has been given hereunder, be paid over to Lessee (unless Lessee in its sole discretion elects to have such Net Available Proceeds paid over to Lessor pursuant to clause (ii) for the purpose of repair or restoration to the Leased Phase caused by the applicable Casualty, Condemnation or other event), *provided* that if any such event would have a Material Adverse Effect, Lessee shall consult with Lessor prior to commencing any such repairs, and (ii) to the extent equal to or greater than [\$10,000,000] per occurrence or if Lessee elects to apply such funds under this clause (ii) or, if a Lease Event of Default has occurred and is continuing or if a Lease Termination Notice has been given hereunder, be paid over to Lessor and Lessor shall apply such amounts as required under the Financing Documents

(d) If an Event of Loss occurs, at the election of Lessor, this Lease shall terminate upon written notice of such termination from Lessor to Lessee; *provided, however*, that Lessor shall have such other rights to receive the Termination Payment as set forth in this Lease. Upon the delivery of such Lease Termination Notice, Lessor shall be relieved of any obligation to make available to Lessee any Net Available Proceeds.

(e) If a Casualty occurs, or a Condemnation proceeding is commenced, with respect to the Leased Phase (or an Event of Loss has occurred and the Lessor has not given a Lease Termination Notice), then this Lease will continue in full force and effect, and the Lessee shall, at its sole cost and expense, to the extent that Net Available Proceeds are not adequate for such purpose, promptly commence and diligently pursue to completion the rebuilding, replacement or repair of any damage to the Leased Phase caused by such event in conformity with the requirements of this Lease in order to restore the Leased Phase (in the case of a Condemnation, as nearly as practicable), to the Value and operating condition thereof immediately prior to such event (but in no event to a Value less than the Final Project Costs [less reasonable depreciation and degradation] incurred with respect to the Leased Phase). In connection with such restoration, the Lessee shall, before commencing such restoration, submit plans and specifications for such restoration, together with an estimate of the cost thereof, for the Lessor's approval, which will not be unreasonably withheld, conditioned or delayed. If a Casualty occurs, or a Condemnation proceeding is commenced, during the last twelve (12) months of the Lease Term of the Leased Phase and in the reasonable judgment of Lessor, the Leased Phase cannot be restored or repaired prior to the then Expiration Date, then the Lessee will be deemed to have delivered to the Lessor a Lease Termination Notice with respect to the Leased Phase.

(f) Restoration of the Leased Phase will be completed in a good and workmanlike manner free and clear of all Liens for labor, services or materials (except Permitted Liens and Lessor Liens) and in compliance in all material respects with the Land Acquisition Agreements, all Applicable Laws and Insurance Requirements. Upon completion of such restoration, the Lessee shall deliver an Officer's Certificate of the Lessee to the effect that final completion of the restoration has occurred and that the operating condition of the Leased Phase, after taking into consideration the restoration, complies with Sections 8.2 and 9.1 and is materially equivalent to the operating condition that existed immediately prior to the Casualty or Condemnation.

13.2 Lease Controls; Waiver. Subject to the terms of any Financing Documents, this Lease controls the rights of the Lessor and the Lessee in any Net Available Proceeds, and any rights of the Lessee (as the same may relate to rights between the Lessee and the Lessor, as distinct from rights the Lessee may have against third parties other than the Lessor or any other Lessor Party) under any present or future law to the contrary are hereby waived to the extent legally permitted.

ARTICLE 14

PURCHASE PROVISIONS

14.1 Lease Purchase Options; Exercise of Lease Purchase Options. Lessor hereby grants to Lessee the unconditional right and option (a "Lease Purchase Option") to purchase and acquire from Lessor all of Lessor's right, title and interest in and to the Property (i) *provided* that no Lease Event of Default described in clause (e) or (f) of Section 15.1 has occurred, by delivering to Lessor on any Business Day during the Lease Term, for a price equal to the Termination Payment, *provided* that Lessor may accept Lessee's indemnity and undertaking to

pay all expenses and costs that are expected to be incurred and which are included in Termination Payment but which are not due on the date of purchase (the "Early Lease Purchase Option"), and (ii) by delivering to Lessor no later than ten Business Days prior to the last Business Day of the Lease Term, for a price equal to the sum of one dollar (\$1.00) cash, *plus* any Termination Payment (if any) that may continue to be due (the "Terminal Lease Purchase Option"), each of which options may be exercised by delivery to Lessor of a written notice of the exercise of such Lease Purchase Option (the "Lease Purchase Option Notice") and a certificate in the form attached hereto as Exhibit D ("Lease Purchase Option Certificate"). In the case of the Terminal Lease Purchase, the Lease Term shall be deemed to be automatically extended until the date of the closing with respect thereto, which date shall then become the Expiration Date. Lessor agrees to cooperate with Lessee to cause any Lease Purchase Option to be consummated.

14.2 Payment of Termination Payment. Any Termination Payment that may be due and payable in connection with the exercise of either Lease Purchase Option, shall be paid in cash only. Any cash payments to be made to Lessor upon the exercise of the Early Lease Purchase Option shall be deemed to be prepayments of the aggregate amount of all Payments made by Lessor hereunder.

14.3 Appointment of Designee. From time to time and upon not less than five (5) days' prior written notice to Lessor, Lessee may assign Lease Purchase Option to another designee (a "Designee"); *provided* that notwithstanding any such assignment Lessee shall not be released, fully or partially, from any of its obligations under this Lease, including, without limitation, the obligation to pay to Lessor the Termination Payment until such Lease Purchase Option is consummated as provided in this Article XIV.

14.4 Closing. Closing of a purchase and sale pursuant to this Lease shall be conducted at the offices of *[Bracewell & Giuliani LLP in New York, New York]*, or at such other location as may be mutually agreed upon by Lessor and Lessee, (i) within thirty (30) days after receipt of a Lease Purchase Option Notice if the Lease Purchase Option Notice is given with respect to the exercise of the Early Lease Purchase Option; (ii) within thirty (30) days after the Expiration Date if the Lease Purchase Option Notice is given with respect to the exercise of the Terminal Lease Purchase Option; (iii) within thirty (30) days or if earlier, on the last Business Day prior to the Expiration Date, if a Lease Termination Notice is given hereunder; and (iv) on the date specified in Section 15.7 if the Purchase Option is exercised pursuant thereto. At closing, Lessee (or Lessee's Designee, as the case may be) shall make payment of the Termination Payment to Lessor in accordance with Section 3.4, and:

(a) Lessor shall execute and deliver to Lessee (or to Lessee's designee) at Lessee's cost and expense: (i) a quitclaim deed or other customary deed under state law (for any property owned in fee by Lessor) or an assignment of the leasehold interest under, and all of the right, title and interest of the Lessor under the Land Acquisition Agreements, in recordable form and in conformity with local custom, (ii) a bill of sale and assumption agreement with respect to the interest of Lessor in all items of personalty and Equipment constituting part of the Leased Phase, and (iii) an assignment of Lessor's right, title and interest in and to any Net Available Proceeds with respect to the Property not previously received by Lessor, in each case without recourse, representation or

warranty, except that such interests are free and clear of the Mortgages and any Lessor Liens attributable to Lessor;

(b) The Property shall be conveyed to Lessee "AS IS, WHERE IS, WITH ALL FAULTS OF ALL AND ANY KIND WHATSOEVER" and in its then present physical condition;

(c) Lessor shall execute and deliver to Lessee and Lessee's title insurance company an affidavit as to Lessor's title and Lessor Liens and shall execute and deliver to Lessee a statement of termination of this Lease;

(d) Lessor will deliver releases of the Liens of the Lessor Mortgage, any Lessor Liens, and any UCC financing statements filed with respect to any of the Property; and

(e) Lessor will, at Lessee's expense, cooperate with any further reasonable request of Lessee with respect to the transfer of the interest of Lessor in the Property to Lessee.

Once the events at such closing with respect to the Property have occurred, this Lease shall terminate (except for those provisions which expressly survive such termination). All reasonable charges incident to such conveyance, including reasonable attorneys' fees that may be imposed by reason of such conveyance and assignment and the delivery of such assignments, shall be paid by Lessee.

14.5 Taxes. Lessee hereby agrees that it shall pay all Transfer Taxes incurred as a result of the transfer of the Property (or any part thereof or interest therein or in any entity owning directly or indirectly the Property) as a result of the exercise of the Lease Purchase Option or any other transfer of the Property (or any part thereof or interest therein or in an entity owning directly or indirectly the Property) requested or consented to by Lessee and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto (including from any obligation to file any Tax return, report or statement with respect to any such Transfer Taxes). Lessee hereby agrees that if it exercises the Lease Purchase Option or otherwise requests a transfer of the Property (or any part thereof or interest therein or in any entity which owns directly or indirectly the Property) it shall increase the purchase price by an amount so that after deducting all such Taxes that are required to be paid by Lessor or any other transferor or withheld from the purchase price, the purchase price (after being reduced for applicable Taxes) equals the purchase price that was otherwise due.

ARTICLE 15

LEASE EVENTS OF DEFAULT

15.1 Lease Events of Default. If any one or more of the following events (each a "Lease Event of Default") shall occur:

(a) Lessee shall fail to make payment of (i) any Basic Rent within five (5) Business Days after the same has become due and payable or (ii) the Termination Payment on the date the same has become due and payable;

(b) Lessee shall fail to make payment of any other Supplemental Rent due and payable within ten (10) Business Days after receipt of notice thereof;

(c) Lessee shall fail to maintain insurance or deliver insurance certificates as required by Article XII of this Lease and such failure shall continue unremedied for two (2) Business Days after notice by Lessor to Lessee of such failure;

(d) any representation or warranty made or deemed made by Lessee herein or in any material certificate, document or other instrument delivered hereunder shall prove to have been incorrect in any material respect at the time made and such materiality shall be continuing;

(e) (i) there shall be commenced against Lessee any case, proceeding or other action (A) seeking a decree or order for relief in respect of Lessee under any applicable domestic or foreign bankruptcy, insolvency, reorganization or other similar law, (B) seeking a decree or order adjudging Lessee a bankrupt or insolvent, (C) seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or similar relief of or in respect of Lessee, or its debts under any applicable domestic or foreign law or (D) seeking the appointment of a custodian, receiver, conservator, liquidator, assignee, trustee, sequestrator or other similar official of Lessee or of any substantial part of its respective Properties, or the liquidation of its respective affairs, and such petition is not dismissed within 90 days or (ii) a decree, order or other judgment is entered in respect of any remedies, reliefs or other matters for which any petition referred to in (i) above is presented, and such decree, order or other judgment is not dismissed within 90 days or (iii) there shall be commenced against Lessee any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged or stayed or bonded pending appeal within 90 days from the entry thereof; or

(f) (i) The commencement by Lessee of a voluntary case, proceeding or other action under any applicable domestic or foreign bankruptcy, insolvency, reorganization or other similar law (A) seeking to have an order of relief entered with respect to it, (B) seeking to be adjudicated a bankrupt or insolvent, (C) seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other similar relief with respect to it or its debts under any applicable domestic or foreign law or (D) seeking the appointment of or the taking possession by a custodian, receiver, conservator, liquidator, assignee, trustee, sequestrator or similar official of Lessee, or of any substantial part of its properties; or (ii) the making by Lessee of a general assignment for the benefit of creditors; or (iii) Lessee shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts described in clause (i) or (ii) above or in Section 15.1(e); or (iv) the admission by Lessee in writing of

its inability to pay its debts generally as they become due or the failure by Lessee generally to pay its debts as such debts become due;

(g) Lessee shall fail to observe or perform in any material respect, any term, covenant or condition of Lessee under this Lease (other than any term, covenant or condition described in any other Event of Default referred to in this Section 15.1), and such failure shall have continued for thirty (30) Business Days after the earlier of (i) delivery to Lessee of written notice thereof from Lessor or (ii) the date Lessee shall have obtained knowledge of such failure, *provided* that, if such default is not reasonably capable of being cured within the 30-day cure period, Lessee shall have such additional time, not to exceed ninety (90) days, as is reasonably necessary to cure such default, so long as Lessee promptly commences and diligently pursues such cure; or

(h) Any Land Acquisition Agreement or any obligation of the lessor or grantor thereunder shall be terminated, revoked or repudiated by the lessor or grantor in any respect or attempted to be terminated, revoked or repudiated by the lessor or grantor in any respect or any Land Acquisition Agreement shall cease to be the legal, valid, binding and enforceable obligation of the lessor or grantor in such manner, in each case, as to be materially adverse to the interest of Lessor or any other Lease Indemnified Person;

then, in any such event, Lessor may in addition to the other rights and remedies provided for in this Article XV and in Section 15.7, terminate this Lease by giving Lessee a five (5) Business Days' Lease Termination Notice, and this Lease shall terminate; *provided, however*, Lessor agrees that prior to exercising any other remedy under this Lease, Lessor shall exercise the remedy of Lessor provided for in Section 15.2 and in such event, so long as Lessee timely performs its obligations under Section 15.2, Lessor shall suspend the exercise of any other remedies to which it may be entitled hereunder for a period of thirty (30) days. Lessee shall, to the fullest extent permitted by law, pay as Supplemental Rent all reasonable costs and expenses incurred by or on behalf of Lessor, including reasonable fees and expenses of counsel, as a result of any Lease Event of Default hereunder.

15.2 Final Liquidated Damages. If a Lease Event of Default shall have occurred and be continuing Lessor shall have the right to recover, by demand to Lessee and at Lessor's election (by acceleration of the Rent due hereunder or otherwise), and Lessee shall pay to Lessor, as and for final liquidated damages, but exclusive of the indemnities payable under Article XVII, the Termination Payment. Upon payment of such amount, Lessee shall be entitled to receive from Lessor, at Lessee's request and cost, the conveyance and other documents in accordance with Section 14.4. If any statute or rule of law shall limit the amount of such final liquidated damages to less than the amount agreed upon, Lessor shall be entitled to the maximum amount allowable under such statute or rule of law; *provided*, that Lessee shall not be entitled to receive the conveyance and other documents unless Lessee shall have paid in full the Termination Payment.

15.3 Lease Remedies. The following remedies shall also be available to Lessor:

(a) Surrender of Possession. If a Lease Event of Default shall have occurred and be continuing, and whether or not this Lease shall have been terminated pursuant to Section 15.1, Lessee shall, to the extent permitted by Applicable Law, upon thirty (30) days written notice, surrender to Lessor possession of the Leased Phase and Lessee shall quit the same. Lessor may enter upon and repossess the Leased Phase by such means as are available at law or in equity, and may remove Lessee and all other Persons and any and all personal property and Lessee's equipment and personalty and severable Modifications from the Leased Phase. Lessor shall have no liability by reason of any such entry, repossession or removal performed in accordance with Applicable Laws.

(b) Reletting. If a Lease Event of Default shall have occurred and be continuing, and whether or not this Lease shall have been terminated pursuant to Section 16.1, Lessor may, but shall be under no obligation to, relet all, or any portion, of the Leased Phase, for the account of Lessee or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Lease Term) and on such conditions (which may include concessions or free rent) and for such purposes as Lessor may reasonably determine, and Lessor may collect, receive and retain the rents resulting from such reletting which rents shall be applied against amounts owing by Lessee. Lessor shall not be liable to Lessee for any failure to relet the Leased Phase or for any failure to collect any rent due upon such reletting.

(c) Damages. None of (a) the termination of this Lease pursuant to Section 16.1; (b) the repossession of the Leased Phase; or (c) except to the extent required by Applicable Law, the failure of Lessor to relet all, or any portion, of the Leased Phase, the reletting of all or any portion thereof, nor the failure of Lessor to collect or receive any rentals due upon any such reletting shall relieve Lessee of its liability and obligations hereunder, all of which shall survive any such termination, repossession or reletting. If any Lease Event of Default shall have occurred and be continuing and notwithstanding any termination of this Lease pursuant to Section 16.1, Lessee shall forthwith pay to Lessor all Basic Rent or Supplemental Rent and other sums due and payable hereunder to and including the Lease Termination Date. Thereafter, on the days on which the Basic Rent and Supplemental Rent, as applicable, are payable under this Lease or would have been payable under this Lease if the same had not been terminated pursuant to Section 16.1 but subject to Section 16.2, and until the end of the Lease Term or what would have been the Lease Term in the absence of such termination, Lessee shall pay Lessor, as current liquidated damages (it being agreed that it would be impossible accurately to determine actual damages) an amount equal to the Basic Rent and Supplemental Rent that are payable under this Lease or would have been payable by Lessee hereunder if this Lease had not been terminated pursuant to Section 16.1, less the net proceeds, if any, which are actually received by Lessor with respect to the period in question of any reletting of the Leased Phase or any portion thereof; *provided* that Lessee's obligation to make payments of Basic Rent and Supplemental Rent under this Section 15.3(c) shall continue only so long as Lessor shall not have received the amounts specified in Section 15.2. In calculating the amount of such net proceeds from reletting, there shall be deducted all of Lessor's reasonable expenses in connection therewith, including repossession costs, brokerage commissions, fees and expenses for counsel and any necessary repair or alteration costs and expenses reasonably incurred in preparation for

such reletting. To the extent Lessor receives any damages pursuant to this Section 15.3(c), such amounts shall be regarded as amounts paid on account of Rent.

15.4 Waiver of Certain Rights. If this Lease shall be terminated pursuant to Section 16.1, Lessee waives, to the fullest extent permitted by law, (a) any notice of re entry or the institution of legal proceedings to obtain re entry or possession; (b) any right of redemption, re entry or repossession; (c) the benefit of any laws now or hereafter in force exempting Leased Phase from liability for rent or for debt; and (d) any other rights which might otherwise limit or modify any of Lessor's rights or remedies under this Article XV.

15.5 Waivers; Remedies Cumulative. No failure to exercise and no delay in exercising, on the part of Lessor, any right, remedy, power or privilege under this Lease shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Lease preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided in this Lease are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

15.6 Lessee's Right to Cure. Notwithstanding any provision contained in this Lease, if a Lease Event of Default has occurred and is continuing, Lessee shall have the right to cure such Lease Event of Default (other than a Lease Event of Default under clause (e) or (f) of Section 15.1) by exercising its Lease Purchase Option by (i) giving the Lease Purchase Option Notice pursuant to Section 14.1 prior to the expiration of the five (5) Business Day period specified in Section 15.1 above and (ii) consummating, or causing its Designee to consummate, the Lease Purchase Option within five (5) Business Days after the date of such Lease Purchase Option Notice subject to the limitations set forth in the last sentence of Section 14.1(a) with regard to the delivery of a Lease Purchase Option Certificate. If Lessee has paid or caused to be paid the Termination Payment as required hereunder, Lessee may defer the transfer of title to the Property for a reasonable period, not to exceed ninety (90) days, as may be necessary to obtain any approvals to such title transfer from Governmental Authorities as are mandatory under Applicable Law. Lessor may require as a condition to any such deferral that it receive an indemnity agreement from Lessee with such collateral therefore as Lessor, in its sole discretion, deems sufficient.

15.7 Lessor's Right to Cure Lease Event of Default. Lessor, without waiving or releasing any obligation or Lease Event of Default, may (but shall be under no obligation to) with five (5) days written notice to Lessee remedy any Lease Event of Default for the account and at the sole cost and expense of Lessee, including the failure by Lessee to maintain any insurance required by Article XII, and may, to the fullest extent permitted by law, and notwithstanding any right of quiet enjoyment in favor of Lessee, enter upon the Leased Phase for such purpose and take all such action thereon as may be necessary or appropriate therefor. No such entry shall be deemed an eviction of Lessee. All reasonable out of pocket costs and expenses so incurred (including reasonable fees and expenses of counsel), together with interest thereon at the Default Rate from the date on which such sums or expenses are paid by Lessor, shall be paid by Lessee to Lessor on demand as Supplemental Rent.

ARTICLE 16

TERMINATION OF LEASE

16.1 Termination Following Effectiveness of Lease; Notice of Termination. No Lease Termination Notice may be delivered prior to the Lease Commencement Date. Following delivery of a Lease Termination Notice, Lessee shall be obligated to purchase Lessor's interest in the Leased Phase on or prior to the next Payment Date occurring not less than thirty (30) days from the date Lessee or Lessor delivers the applicable Lease Termination Notice by paying an amount equal to the Termination Payment. Nothing in this Section 16.1 shall affect any Lease Indemnified Person's rights under Article XVII.

16.2 Termination Procedures. On the date of the payment by Lessee of the Termination Payment in accordance with Section 16.1, this Lease shall terminate and, concurrent with Lessor's receipt of such payment with respect to the Leased Phase, Lessor and Lessee shall comply with the provisions of Section 14.4.

ARTICLE 17

INDEMNITY

[Note: Tax provisions and indemnity to be reviewed by AEP tax.]

17.1 General Indemnification. Lessee hereby assumes liability for and agrees to defend, indemnify and hold harmless each Lease Indemnified Person from and against any and all such Claims which may be imposed on, incurred by or asserted against such Lease Indemnified Person in any way relating to or arising or alleged to arise out of (a) the proposed sale/purchase transaction with respect to the Property, the financing, refinancing, purchase, acceptance, rejection, ownership, design, construction, delivery, acceptance, nondelivery, acquisition, handling, installation, operation, transportation, maintenance, testing, repair, leasing, subleasing, possession, use, modification, condition, sale, return, repossession (whether by summary proceedings or otherwise), or any other matter concerning the Property or the proposed conveyance of the Property or any part thereof at the request of Lessee; (b) any latent or other defects in the Leased Phase or otherwise whether or not discoverable by such Lease Indemnified Person or Lessee; (c) this Lease and any transaction contemplated hereby; (d) any breach by Lessee of any of its representations, warranties or covenants under this Lease or failure by Lessee to perform or observe any covenant or agreement to be performed by it under this Lease; (e) personal injury, death or property damage relating to the Leased Phase, including Claims based on strict liability in tort; or (f) the performance of any labor or services or the furnishing of materials or other property in respect of the Leased Phase, including any Claims of any nature by employees of Lessee. Lessee acknowledges and agrees in this connection that the Leased Phase is in its control and possession during the Lease Term, that it is responsible for the acts and omissions of any agents retained by Lessee and that it has agreed to maintain, or cause to be maintained, the Leased Phase so as to avoid injury or mishap to third Persons.

17.2 Tax Indemnity.

(a) Scope of Indemnification. Subject to the provisions of this Article XVII, Lessee shall indemnify, defend and hold harmless all Lease Indemnified Persons from and against (i) Transfer Taxes imposed on the conveyance of the Leased Phase from Lessor to Lessee and (ii) Property Taxes with respect to the Leased Phase for any Tax period or portion thereof beginning on or after the Lease Commencement Date.

(b) Straddle Period Taxes. Lessor as applicable, shall assume responsibility for, and shall bear and pay, all Property Taxes assessed with respect to the ownership and operation of the Property, respectively, for (i) any period ending prior to the Lease Commencement Date, and (ii) the portion of any Straddle Period ending immediately prior to the Lease Commencement Date. All Property Taxes with respect to the ownership or operation of the Property, as applicable, arising on and after the Lease Commencement Date shall be allocated to and borne by Lessee. Upon determination of the actual amount of Property Taxes, payments will be made to the extent necessary to cause the appropriate Person to bear the Property Taxes allocable to such Person under this Section 17.2(b). For purposes of allocation between the Lessee and Lessor of Property Taxes that are payable with respect to the Straddle Period, the portion of any such Property Taxes that are attributable to the portion of the Straddle Period that ends immediately prior to the Lease Commencement Date shall (i) in the case of Taxes that are based upon or related to income or receipts or imposed on a transactional basis, be deemed equal to the amount that would be payable if the Tax year or period ended immediately prior to the Lease Commencement Date; and (ii) in the case of other Taxes, be allocated pro rata per day between the period immediately prior to the Lease Commencement Date and the period beginning on the Lease Commencement Date. For purposes of clause (i) of the preceding sentence, any exemption, deduction, credit or other item that is calculated on an annual basis shall be allocated pro rata per day between the period ending immediately prior to the Lease Commencement Date and the period beginning on the Lease Commencement Date. Lessor shall timely file any Tax Return with respect to Property Taxes due on or before the Lease Commencement Date or that otherwise relates solely to periods before the Lease Commencement Date (a "Pre-Closing Tax Return") and shall pay any Property Taxes shown due and owing on such Pre-Closing Property Tax Return. Within 15 days prior to filing, Lessor shall deliver to Lessee a draft of any such Pre-Closing Tax Return for Lessee's review and approval.

(c) Payments. Lessee shall, in its sole discretion, pay all Covered Taxes either (i) directly to the applicable Governmental Authority, at any time prior to the last day on which such Taxes are payable without interest or penalty, or (ii) to the Lessor no later than three Business Days prior to the last day on which such Taxes are payable without interest or penalties. Lessor shall remit any amounts received pursuant to Section 17.2(c)(ii) to the applicable Governmental Authority to which such amounts are due prior to the last day on which such Taxes are payable without interest or penalties, and Lessee shall have no liability attributable to Lessor's failure to duly and timely remit such Taxes. Within ten (10) days after the payment of any Covered Taxes to a Governmental Authority the Lessee, as payor, shall provide to the Lease Indemnified Person, or Lessor, as payor, shall provide to the Lessee, the original a receipt or other documentation evidencing payment to the applicable Governmental Authority.

(d) Tax Returns. Lessee shall prepare and file all Tax Returns related to the Covered Taxes, provided, however, if Lessee is not permitted by Applicable Law to file any such Tax Return, Lessor shall file such Tax Return or cause such Tax Return to be properly and timely filed. Lessee shall have no liability attributable to Lessor's failure to duly and timely file any such Tax Return or cause any such Tax Return to be filed pursuant to this Section 17.2(d).

(e) Cooperation. Lessor agrees to cooperate with Lessee to the extent necessary to allow Lessee to fulfill its obligations under this Article XVII and take all actions reasonably requested by Lessee to minimize Covered Taxes or other costs of the Lessee as a result of its obligations under this Article XVII.

(f) Contests.

(i) If any claim for Covered Taxes is made against any Lease Indemnified Person (a "Tax Claim"), such Lease Indemnified Person shall, within thirty (30) days, notify Lessee in writing and furnish Lessee with copies of such Tax Claim and all other writings received from the Governmental Authority to the extent relating to such Tax Claim (provided that failure to so notify Lessee within thirty (30) days shall not alter such Lease Indemnified Person's rights under this Article XVII except to the extent such failure precludes or materially adversely affects the ability to conduct a contest of any Tax Claim) and shall not take any action with respect to such Tax Claim without the written consent of Lessee (such consent not to be unreasonably withheld or unreasonably delayed) for thirty (30) days after the receipt of such notice by Lessee.

(ii) Lessee shall be entitled for a period of thirty (30) days from receipt of such notice from the Lease Indemnified Person to request in writing to control the contest of such Tax Claim at its sole cost and expense, otherwise the Lease Indemnified Party shall contest such claim in good faith, at Lessee's sole cost and expense, provided however, a Lease Indemnified Person will not be required to contest (and the Lessee shall not be permitted to contest) a Tax Claim if such Lease Indemnified Person shall waive its right to indemnification under this Article XVII with respect to such Tax Claim (and any Tax Claim with respect to such year or any other taxable year the contest of which is materially adversely affected as a result of such waiver).

(iii) The party conducting the Tax Claim shall consult in good faith with the other party and its counsel with respect to the contest of such Tax Claim for Taxes but the decisions regarding what actions are to be taken shall be made by the controlling party in its sole judgment, provided, however, that if the Lease Indemnified Person is the controlling party and the Lessee recommends the acceptance of a settlement offer made by the relevant Governmental Authority and such Lease Indemnified Person rejects such settlement offer, then the amount for which the Lessee will be required to indemnify such Lease Indemnified Person with respect to the Taxes subject to such offer shall not exceed the amount which it would have owed if such settlement offer had been accepted. In addition,

the controlling party shall keep the noncontrolling party and its designated counsel reasonably informed as to the progress of the Tax Claim, and shall provide the noncontrolling party and its designated counsel with a copy of (or appropriate excerpts from) any reports or claims issued by the relevant auditing agents or Governmental Authority to the controlling party thereof, in connection with such Tax Claim or the contest thereof.

(iv) Each Lease Indemnified Person shall, at the Lessee's sole cost and expense, supply the Lessee with such information and documents reasonably requested by the Lessee as are necessary or advisable for the Lessee to participate in any Tax Claim contest. No Lease Indemnified Person shall enter into any settlement or other compromise or fail to appeal an adverse ruling with respect to any Tax Claim without the prior written consent of the Lessee, unless such Lease Indemnified Person waives its right to be indemnified under this Article XVII with respect to such Tax Claim.

(g) Refunds. To the extent that any Lease Indemnified Person has actually and finally received a refund of any Covered Taxes, such Lease Indemnified Person shall pay to Lessee, with reasonable promptness following the date on which it actually receives such refund net of all reasonable out of pocket expenses incurred by such Lease Indemnified Person in securing such refund.

(h) Nature of Payments. Lessor and Lessee agree to treat payments of Covered Taxes or Tax Claims relating to Covered Taxes as a Lessee operating expense with respect to the Leased Phase for federal income tax purposes.

17.3 Indemnity Exclusions. Any Claim, to the extent resulting from or arising out of or attributable to any of the following, is excluded from Lessee's agreement to indemnify any Lease Indemnified Person under this Article XVII, other than Sections 17.2 and 17.3:

(a) acts, omissions or events occurring after (i) the expiration or early termination of this Lease and, if later, where required by this Lease and (ii) surrender to Lessor or its successor of the Leased Phase in compliance with the provisions of this Lease;

(b) with respect to the relevant Lease Indemnified Person, any offer, sale, assignment, transfer or other disposition (voluntary or involuntary) by or on behalf of Lessor of all or any of its interest in the Property, unless such offer, sale, assignment, transfer or other disposition is required by or otherwise made in compliance with the exercise of remedies during a Lease Event of Default;

(c) the gross negligence or willful misconduct of a Lease Indemnified Person seeking indemnification;

(d) the noncompliance with the terms of this Lease by, or the breach of any agreement, covenant, representation or warranty contained in this Lease, by Lessor;

(e) any obligation or liability expressly borne, assumed or to be paid in this Lease by Lessor;

(f) with respect to the Lease Indemnified Person seeking indemnification, any claim constituting or arising from a Lessor's Lien attributable to such Lease Indemnified Person (other than these Liens arising or created as a result of action undertaken or documents or instruments executed by Lessor pursuant to the request of Lessee or in connection with a Lease Event of Default);

(g) any amendment other than an amendment to which Lessee is a party or has been expressly requested by Lessee in writing;

(h) any Claim that constitutes principal or interest on the Loans or Owner Return as opposed to amounts payable by Lessee which are calculated based thereon;

(i) any Claim resulting from any event of default not caused by a Lease Event of Default; and

(j) any misdirection or misapplication of funds by Lessor.

17.4 Indemnification Procedure under Sections 17.1 and 17.2. Each Lease Indemnified Person under Section 17.1 or 17.2 shall promptly after such Lease Indemnified Person shall have Actual Knowledge thereof notify Lessee in writing of any Claim as to which indemnification is sought; *provided*, that the failure so to notify Lessee shall not reduce or affect Lessee's liability which it may have to such Lease Indemnified Person under Section 17.1 or 17.2. Any amount payable to any Lease Indemnified Person pursuant to Section 17.1 or 17.2 shall be paid within ten (10) Business Days after receipt of such written demand therefor from such Lease Indemnified Person, accompanied by a certificate of such Lease Indemnified Person setting forth the calculations and justifications in reasonable detail constituting the basis for the indemnification thereby sought and (if such Lease Indemnified Person is not a party hereto) an agreement to be bound by the terms hereof as if such Lease Indemnified Person were such a party. Promptly after Lessee receives notification of such Claim accompanied by such certificate, Lessee shall notify such Lease Indemnified Person whether it intends to pay, object to, compromise or defend any matter involving the asserted liability of such Lease Indemnified Person. Lessee shall have the right to investigate and so long as no Lease Event of Default shall have occurred and be continuing, Lessee shall have the right in its sole discretion to defend or compromise any Claim for which indemnification is sought under Section 17.1 or 17.2; *provided, further* that no Claim shall be compromised by Lessee if there is (i) an admission of guilt, complicity or culpability or any criminal violation or gross negligence or willful misconduct on the part of such Lease Indemnified Person or (ii) an incurrence of any payment, obligation or other civil or criminal liability on the part of any Lease Indemnified Person (unless with respect to a payment obligation it is paid by the Lessee) without the express written consent of such Lease Indemnified Person. If Lessee elects, subject to the foregoing, to compromise or defend any such asserted liability, it may do so at its own expense and by counsel selected by it and reasonably satisfactory to such Lease Indemnified Person. Upon Lessee's election to compromise or defend such asserted liability and prompt notification to such Lease Indemnified Person or its intent to do so, such Lease Indemnified Person shall cooperate at Lessee's expense

with all reasonable request of Lessee in connection therewith to minimize the amount of such Claim and the cost and expense to Lessee of such compromise or defense (*provided* that such Lease Indemnified Person shall not suffer any material economic, legal or regulatory disadvantage as a result of such cooperation) and will provide Lessee with all information not within the control of Lessee as is reasonably available to such Lease Indemnified Person which Lessee may reasonably request. A Lease Indemnified Person may participate at its own expense in any judicial proceeding controlled by Lessee pursuant to the preceding provisions, but only to the extent that such party's participation does not in the reasonable opinion of counsel to Lessee interfere with such control; *provided, however*, that such party's participation does not constitute a waiver of the indemnification provided in Section 17.1 or 17.2; *provided, further*, that if and to the extent that such Lease Indemnified Person is advised by counsel that an actual or potential conflict of interest exists where it is advisable for such Lease Indemnified Person to retain separate counsel or such Lease Indemnified Person may be indicted or otherwise charged in a civil or criminal complaint and such Lease Indemnified Person informs Lessee that such Lease Indemnified Person desires to be represented by separate counsel, such Lease Indemnified Person shall have the right to control its own defense of such Claim and the reasonable fees and expenses of such defense (including the reasonable fees and expenses of such separate counsel) shall be borne by Lessee. So long as no Lease Event of Default shall have occurred and be continuing, no Lease Indemnified Person shall enter into any settlement or other compromise with respect to any Claim without the prior written consent of Lessee unless (x) the Lease Indemnified Person waives its rights to indemnification hereunder or (y) Lessee has not acknowledged its indemnity obligation with respect thereto and there is a significant risk that a default judgment will be entered against such Lease Indemnified Person. Nothing contained in this Section 17.5 shall be deemed to require an Lease Indemnified Person to contest any Claim or to assume responsibility for or control of any judicial proceeding with respect thereto.

17.5 Subrogation. To the extent that a Claim indemnified by Lessee under this Article XVII is in fact paid in full by Lessee or an insurer under an insurance policy maintained by Lessee, Lessee (so long as no Lease Event of Default shall have occurred and be continuing) or such insurer shall be subrogated to the rights and remedies of the Lease Indemnified Person on whose behalf such Claim was paid to the extent of such payment (other than rights of such Lease Indemnified Person under insurance policies maintained at its own expense) with respect to the transaction or event giving rise to such Claim. Should a Lease Indemnified Person receive any refund, in whole or in part, with respect to any Claim paid by Lessee under Section 17.1 or Section 17.2 hereof, it shall promptly pay over to Lessee the lesser of (i) the amount refunded reduced by the amount of any Tax incurred by reason of the receipt or accrual of such refund and increased by the amount of any Tax (but not in excess of the amount of such reduction) saved as a result of such payment or (ii) the amount Lessee or any of their insurers has paid in respect of such Claim.

17.6 Survival of Indemnification Obligations. It is expressly understood and agreed that the indemnification obligations of Lessee provided for in this Article XVII shall survive the expiration or termination of, and shall be separate and independent from any remedy under this Lease or any direct or indirect acquisition of the Property by Lessee or a Designee.

ARTICLE 18

**ESTOPPEL CERTIFICATES;
ACCEPTANCE OF SURRENDER; NO MERGER OF TITLE**

18.1 Estoppel Certificates. On the closing date of any purchase of the Property pursuant to this Lease or assignment of the Land Acquisition Agreements by Lessor, and upon not less than twenty (20) days' prior request by Lessor during the Lease Term (but not more than twice during the Lease Term), Lessee shall furnish to Lessor a certificate signed by an officer of Lessee certifying that this Lease is in full force and effect (or that this Lease is in full force and effect as modified and setting forth the modifications); the dates to which the Basic Rent and Supplemental Rent have been paid and to the best knowledge of the signer of such certificate, whether or not Lessor is in default under any of its obligations hereunder (and, if so, the nature of such alleged default).

18.2 Acceptance of Surrender. Except as otherwise expressly provided in this Lease, no surrender to Lessor of this Lease or of all or any portion of the Property or of any interest therein shall be valid or effective unless agreed to and accepted in writing by Lessor and no act by Lessor or any representative or agent of Lessor or Lessee, other than a written acceptance, shall constitute an acceptance of any such surrender.

18.3 No Merger of Title. There shall be no merger of this Lease or of the leasehold estate created hereby by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, in whole or in part, (a) this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate, (b) the fee estate in the Property, except as may expressly be stated in a written instrument duly executed and delivered by the appropriate Person, or (c) an interest in Lessor and/or Lessee.

ARTICLE 19

INTENT

19.1 Intent. For all Tax purposes, the parties hereto agree that it is their mutual intent that (a) the Leased Phase is to be constructed for use by Lessee in its trade or business, (b) from and after the Lease Commencement Date, the Lessee shall be considered the owner of the Leased Phase, (c) this Lease is intended to be a financing arrangement, and (d) Lessee is entitled to claim the ITC and all other Renewable Energy Incentives with respect to the Leased Phase. Accordingly, Lessor agrees: (i) to treat Lessee as the owner of the Leased Phase on and with respect to its Tax Returns; (ii) not to take any actions or positions inconsistent with such treatment on or with respect to its Tax Returns; and (iii) not to claim the ITC or any other Renewable Energy Incentives on or with respect to its Tax Returns.

ARTICLE 20

**REPRESENTATIONS, WARRANTIES AND
COVENANTS OF LESSEE AND LESSOR**

20.1 Representations and Warranties of Lessee. Lessee hereby represents and warrants to Lessor that:

(a) Organizational Status. Lessee (i) is a duly organized and validly existing corporation in good standing under the laws of the State of Ohio, (ii) is duly qualified, and if applicable, in good standing under the laws of each jurisdiction in which the character of the Leased Phase or any properties and assets now owned or leased by it or the nature of the business transacted by it requires it to be so qualified, except where the failure to be so qualified, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect and (iii) has the power and authority to own its properties and to conduct the business in which it is currently engaged.

(b) Power and Authority. Lessee has the power and authority to execute, deliver and carry out the terms and provisions of this Lease and has taken all necessary action to authorize the execution, delivery and performance of this Lease, and has duly executed and delivered this Lease and on the date that this representation is made or deemed made, and this Lease constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, except as enforceability may be limited by insolvency, bankruptcy, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(c) No Violation. Neither the execution, delivery and performance by Lessee of this Lease nor compliance with the terms and provisions hereof, nor the consummation of the transactions contemplated herein (i) will contravene any applicable provision of any Applicable Laws, except for such Applicable Laws as Lessee shall be Contesting in good faith by appropriate proceedings or that the contravention of which would not have a Material Adverse Effect, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien upon any of the property or assets of Lessee pursuant to the terms of any indenture, loan agreement, lease agreement, mortgage, deed of trust, or other agreement relating to indebtedness for borrowed money to which Lessee is a party or by which it or any of its property or assets is bound or to which it may be subject, other than as contemplated hereby or as would not have a Material Adverse Effect, or (iii) will violate any provision of the organizational documents of Lessee.

(d) Litigation. There are no actions, suits or proceedings pending or, to the Actual Knowledge of Lessee, threatened (i) that are binding on or otherwise affect in any way the Leased Phase and in which there is a likelihood of an adverse decision that would have a Material Adverse Effect or (ii) that question the validity of this Lease or the rights or remedies of Lessor hereunder.

(e) Governmental Approvals; Compliance with Laws. Except with respect to approvals which are customarily applied for after the date hereof and which are anticipated to be obtained in due course or subject to a Contest, no Governmental Approval by any Governmental Authority having jurisdiction over Lessee or the Leased Phase is required to authorize or is required in connection with (i) the execution, delivery and performance by Lessee of this Lease, or (ii) the legality, validity, binding effect or enforceability against Lessee of this Lease, except in either such case, for any such Governmental Approval the absence of which or the failure to obtain would not have a

Material Adverse Effect. All Governmental Approvals (including, without limitation, building and environmental permits, licenses, approvals, authorizations and consents), easements and rights of way, including proof and dedication, required for the use and operation of the Leased Phase by Lessee have either been obtained from the appropriate Governmental Authorities having jurisdiction or from private parties, as the case may be, except for any Governmental Approval the absence of which or the failure to obtain would not have a Material Adverse Effect. The Leased Phase and the Property will at all times comply in all material respects with all requirements of Applicable Law (including all applicable zoning and land use laws and Environmental Laws) and Insurance Requirements, except to the extent such failure to comply with Applicable Laws would not result in a Material Adverse Effect.

(f) [Investment Company Act]. Lessee is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.][Necessary?]

(g) Defaults. No Lease Event of Default has occurred and is continuing hereunder.

(h) FIRPTA. The sale or other disposition of the Property, the Leased Phase or any interest therein by Lessor to Lessee as a result of the exercise of the Lease Purchase Option or any transfer of the Property or the Leased Phase (or any interest therein or in an entity owning directly or indirectly the Leased Phase or the Property) shall not give rise to any Tax under Code Section 897 or withholding under Code Section 1445.

20.2 Representations and Warranties of Lessor. Lessor hereby represents and warrants to each of the other parties hereto that (a) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has the power and authority to carry on its business as now conducted and to enter into and perform its obligations under this Lease, (b) the execution, delivery and performance of this Lease are within Lessor's power and have been duly authorized by all necessary action on its part and neither the execution and delivery thereof by Lessor, nor the consummation of the transactions contemplated thereby by Lessor, nor compliance by it with any of the terms and provisions thereof (i) requires or will require any approval or consent of any holders of any indebtedness or obligations of Lessor (which approval or consent has not been obtained) or (ii) does or will contravene or result in any breach of or constitute any default under its organizational documents, or result in the creation of any Lien upon the Leased Phase, other than any Lien under any Financing Document, (c) this Lease has been duly executed and delivered by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof, subject, in each case, to enforceability, bankruptcy, insolvency, reorganization and other similar laws affecting enforcement of creditor rights generally (insofar as any such law relates to the bankruptcy, insolvency, reorganization or similar event of Lessor) and, as to the availability of specific performance or other injunctive relief, subject to the discretionary power of a court to deny such relief and to general equitable principles, (d) there are no actions, proceedings, claims, suits, investigations, inquiries or similar actions pending, or to the knowledge of Lessor, threatened, against Lessor before any Governmental Authority or arbitral tribunal that question the validity or enforceability of this Lease or that would adversely affect Lessor's ability to perform its

obligations under this Lease, and (e) Lessor has a valid and marketable leasehold interest in and to the Land and a valid and marketable fee interest in the Improvements, free and clear of Liens (other than Permitted Liens and Lessor Liens).

20.3 Additional Covenants of Lessee. Lessee hereby covenants and agrees that so long as this Lease is in effect and until all amounts payable by and obligations of Lessee under the Financing Documents have been paid or performed in full and Lessor's obligations to make advances to Lessee shall have terminated or Lessee has exercised the Lease Purchase Option with respect to the Leased Phase:

(a) Preservation of Existence. Lessee will preserve and maintain its existence in the jurisdiction of its formation and all material authorizations, rights, franchises, privileges, consents, approvals, orders, licenses, permits, or registrations from any Governmental Authority that are necessary for the transaction of its businesses, except where the failure to so preserve and maintain would not have a Material Adverse Effect and except that a transaction permitted under paragraph (f) shall not constitute a violation of this covenant; and Lessee will qualify and remain qualified to transact business in each jurisdiction in which such qualification is necessary in view of its business or the ownership or leasing of its properties except where the failure to so qualify or remain qualified would not have a Material Adverse Effect.

(b) Payment of Taxes and Other Potential Liens. Lessee will pay and discharge promptly all Taxes, assessments and governmental charges or levies imposed upon it, upon the Property or any part thereof and upon its income or profits or any part thereof, except that Lessee shall not be required to pay or cause to be paid any Tax, assessment, charge or levy that is being Contested.

(c) Compliance With Applicable Laws. Lessee will comply in all material respects within the time period, if any, given for such compliance by the relevant Governmental Authority or Authorities with enforcement authority, with all Applicable Laws, except where non compliance would not have a Material Adverse Effect.

(d) Books and Records. Lessee will keep, or cause to be kept, proper books of record and account, in which full and correct entries shall be made of all its financial transactions and its assets and business, in accordance with GAAP.

(e) Liens. Lessee will not create, assume or suffer to exist any Liens on the Leased Phase or the Construction Contracts other than Permitted Liens. Lessee shall promptly notify Lessor in the event it receives Actual Knowledge that a Lien (other than a Permitted Lien) exists with respect to the Leased Phase.

20.4 Warranty of Title. Lessee agrees that, except as otherwise provided herein and subject to the terms hereof relating to permitted Contests, Lessee shall not directly or indirectly create or allow to remain, and shall promptly discharge or bond around at its sole cost and expense, any Lien, defect, attachment, levy, title retention agreement or claim upon the Leased Phase or any Modifications or any Lien, attachment, levy or claim with respect to the Rent or

with respect to any amounts held pursuant to any Financing Documents, other than Permitted Liens.

ARTICLE 21

NOTICES

21.1 Notices. Any notice, demand, request or communication which is required or authorized by this Lease, 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 Lessor:

With a copy to:

If to Lessee:

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.

ARTICLE 22

MISCELLANEOUS

22.1 Survival. Anything contained in this Lease to the contrary notwithstanding, all claims against and liabilities of Lessee or Lessor arising from events commencing prior to the expiration or earlier termination of this Lease shall survive such expiration or earlier termination.

22.2 Entire Agreement. This Lease 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.

22.3 Severability. If any provision of this Lease 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 Lease with a view to effecting, to the extent possible, the original purpose and intent of this Lease, and the validity and enforceability of the remaining provisions shall not be affected thereby.

22.4 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 Lease.

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

22.6 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 Lease. 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 Lease, 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.

22.7 Assignment; Successors and Assigns.

(a) All this terms and provisions of this Lease shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) Lessee shall not assign any of its rights or obligations hereunder without the prior written consent of Lessor; *provided*, that notwithstanding the foregoing, Lessee shall have the right, from time to time, to assign any or all of its rights or obligations hereunder to any Designee (in the case of an assignment of the Lease Purchase Option in accordance with Section 14.1(c)) or any Affiliate of Lessee, so long as Lessee provides Lessor with five (5) Business Days prior written notice of any such assignment and delivers to Lessor legal opinions and such other documents necessary for Lessor to comply with the provisions of the Financing Documents as Lessor may reasonably request.

22.8 No Third Party Beneficiaries. This Lease 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 Lease.

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

22.10 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 its obligations in accordance with the other provisions of this Lease during the pendency of the Dispute;

provided, however, following the exercise by a Party of a right of termination under Section 16.1, neither Party shall be obligated to continue performing hereunder.

(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.

(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 Lease limiting such rights or remedies. The procedures set forth in this Section 22.10 shall not prevent a Party from seeking any interim, preliminary or provisional relief that is necessary to protect its rights under this Lease pending the consultation of the Parties contemplated by this Section 22.10.

22.11 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 LEASE 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 LEASE 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.

22.12 Governing Law. This Lease, 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.

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

22.14 Recordation of Lease. This Lease (or a memorandum hereof) shall be recorded in the jurisdiction in which the Facility is located, at Lessee's sole cost and expense.

22.15 Priority. This Lease shall be subject and subordinate to the lien of the Lessor Mortgage.

22.16 Waiver of Right to Partition. So long as the Leased Phase or any part thereof as originally constructed, reconstructed or added to is used or useful for the generation of electrical power and energy, or until expiration, termination or surrender of this Lease in accordance with the terms of this Lease, whichever first occurs, and in each case not to extend beyond the period permitted by Applicable Law, each of the Lessor and the Lessee waives its right to partition, whether by partition in kind or sale and division of the proceeds thereof, the Leased Phase, any interest therein or portion thereof, including the Leased Phase or any portion thereof and agrees that it will not resort to any action at law or in equity to so partition and further waives the benefit of all laws that may now or hereafter authorize such partition.

[signature page follows]

[SOLAR GENCO, LLC], as Lessor

By: _____
Name:
Title:

[OPCO/CSP], as Lessee

By: _____
Name:
Title:

EXHIBIT A TO
FACILITIES LEASE AGREEMENT

Form of Lease Supplement

(Noble County, Ohio)

This Lease Supplement ("Lease Supplement") is hereby added as of the ____ day of _____, 20__ to that certain Facilities Lease Agreement (as amended, supplemented or otherwise modified, the "Lease"), dated as of {____}, 20__ by and between TURNING POINT SOLAR GENERATION LLC, a Delaware limited liability company (the "Lessor") having the address: _____, Attn: _____; and [AEP OHIO], an Ohio corporation (the "Lessee"), having the address: _____. Upon execution hereof by the Lessor and the Lessee, this Lease Supplement will be included in and will be a part of the Lease for all purposes. Terms used but not otherwise defined herein have the meanings given to such terms in the Lease.

The parties, intending to be legally bound hereby, acknowledge and agree to the following:

1. Lease. The Lessor and the Lessee hereby agree that Lease Commencement Date under the Lease occurred on _____, 20__, and that the Lessor has leased the Property (as defined in the Lease), which Property includes and is located on the land more fully described on Exhibit A attached hereto, to the Lessee, and the Lessee has leased and accepted the Property from the Lessor pursuant to the Lease, effective as of the following Block Turnover Dates (as defined in the Lease):

Blocks 1 - ____: _____, 20__

Blocks ____ - ____: _____, 20__

Blocks ____ - ____: _____, 20__

Blocks ____ - ____: _____, 20__

2. Term. The Lessor and the Lessee hereby agree that Phase Acceptance Date occurred on _____, 20__, and that the term of the Lease shall continue until _____, 20__ unless earlier terminated in accordance with the terms of the Lease.

3. Representations and Warranties. Each of the Lessor and the Lessee hereby confirms, as of the date hereof, that all representations and warranties heretofore made in the Lease with respect to the Property remain true and correct in all material respects; and that no Lease Event of Default exists under the Lease.

4. No Defense. The Lessee hereby acknowledges and confirms that as of the date hereof, the Lessee has no defense to the payment or performance of the Lessee's obligations under the

Lease and that, to the best of the Lessee's knowledge, no claims, counterclaims, affirmative defenses, or other such rights exist against the Lessor.

5. Examination of Property. The Lessee acknowledges and confirms hereby that it has examined the Property and title thereto, and that it accepts and approves the Property and all matters relating thereto as suitable and satisfactory for inclusion in the Lease.

6. Counterparts. The parties may sign this Lease Supplement in any number of counterparts and on separate counterparts, each of which will be an original but all of which when taken together will constitute one and the same instrument.

7. Inapplicable Provisions. If any term, covenant or condition of this Lease Supplement shall be held to be invalid, illegal or unenforceable in any respect, this Lease Supplement shall be construed without such provision.

EXECUTED as of the date first written above.

[Remainder of Page Intentionally Left Blank]

SIGNATURE PAGE ATTACHED TO LEASE SUPPLEMENT

[SOLAR GENCO] LLC:

By: _____
Name:
Title:

[AEP OHIO]:

By: _____
Name:
Title:

[Note: Add witnesses and/or acknowledgements if necessary in Ohio.]

EXHIBIT B TO
FACILITIES LEASE AGREEMENT

Form of Facility Contracts Assignment Agreement

THIS FACILITY CONTRACTS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of [_____, 20__] (the "Effective Date") by and between Turning Point Solar Generation LLC, a Delaware limited liability company ("Assignor"), and [Columbus Southern Power Company][Ohio Power Company], an electric utility company organized under the laws of the State of Ohio ("Assignee"). All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Facilities Lease Agreement (as defined below).

RECITALS

A. Reference is made to all contracts, permits and agreements entered into by or on behalf of Assignor in connection with the development, construction, financing, operation and maintenance of the Facility or for guaranteeing the performance of such agreements, including, without limitation, the contracts set forth on Exhibit A attached hereto (the "Assigned Contracts").

B. Pursuant to that certain Facilities Lease Agreement for Phase [___] of the Turning Point Solar Project, dated as of [_____, 20__], by and between Assignor, in its capacity as Lessor, and Assignee, in its capacity as Lessee (the "Facilities Lease Agreement"), Assignor desires to assign, transfer and convey to Assignee, its rights, title and interest in the Assigned Contracts as of the Effective Date, but only to the extent (i) applicable to the Leased Phase under the Facilities Lease Agreement, and (ii) of Assignee's [45][55]% undivided interest in the Leased Phase (the "Phase [___] Rights").

[C. Pursuant to the Facilities Lease Agreement, Assignee desires to assume and be responsible for only liabilities and obligations under the Assigned Contracts expressly listed on Exhibit A attached hereto, but only to the extent (i) arising under or related to the period after the Phase Acceptance Date, (ii) applicable to the Leased Phase under the Facilities Lease Agreement, and (iii) of Assignee's [45][55]% undivided interest in the Leased Phase (the "Phase [___] Obligations"), and Assignee desires to retain and remain responsible for all other liabilities and obligations under the Assigned Contracts.][Note: Include only if there are liabilities or obligations being assumed.]

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Assignment and Assumption of Assigned Contracts. Assignor hereby assigns, transfers and conveys to Assignee, its respective rights, title and interest in and to the Phase [___] Rights, free and clear of all Liens, except for Permitted Liens, effective as of the

Effective Date. Assignee hereby accepts all such rights, title and interest in and to the Phase [] Rights, and Assignee shall assume and become responsible for, and shall pay, perform and discharge as and when due the Phase [] Obligations arising under or related to the Assigned Contracts after the Phase Effective Date. Assignor retains and remains responsible for all liabilities and obligations under the Assigned Contracts *[other than the Phase [] Obligations]* *[Note: Include only if there are liabilities or obligations being assumed.]*.

Section 2. Representations and Warranties of Assignor. The Assignor further represents and warrants to the Purchaser as of the Effective Date and the Phase Acceptance Date that, except as set forth in Exhibit A:

(a) As of the Effective Date, it owns and possesses good and valid title to the Facility Contracts, free and clear of all Liens other than Permitted Liens, and will be conveying good and valid title to the Facility Contracts to the Purchaser, free and clear of all Liens other than Permitted Liens.

(b) It has provided to the Purchaser true and correct copies of each of the Facility Contracts, and none of the Facility Contracts has been amended, modified, or supplemented. It has not received from the applicable counterparty any written or, to its knowledge, oral notice of termination of, or intent to terminate, any Facility Contract. Each Facility Contract is valid and binding on it and, to its knowledge, each other party thereto, and is in full force and effect and enforceable in accordance with its terms (subject to general principles of equity, whether considered in a proceeding at law or in equity). It has performed in all material respects all obligations required to be performed by it under each Facility Contract and, to its knowledge, each other party to each Facility Contract has performed in all material respects all obligations required to be performed by it under such Facility Contract and has not violated any material provision of such Facility Contract. It has not entered into any agreements or contracts in connection with the Facility and there are no agreements or contracts in effect with respect to the Facility and which are binding on it or the Purchaser.

Section 3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

Section 4. Counterparts. This Assignment may be executed in any number of counterparts and each such executed counterpart (including electronically transmitted counterparts) shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one (1) and the same instrument.

Section 5. Entire Agreement. This Assignment, together with Exhibit A hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, supersedes and is in full substitution for any and all prior agreements and understandings between them relating to such subject matter, and neither Party shall be liable or bound to any other Party in any manner with respect to such subject matter by any warranties, representations, indemnities, covenants, or agreements except as specifically set forth herein. Exhibit A to this Assignment is hereby incorporated and made a part hereof and are an integral part of this Assignment.

Section 6. Governing Law. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO (WITHOUT REFERENCE TO ITS CONFLICT OF LAWS RULES THAT MAY DIRECT APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed by its respective duly authorized officer, effective as of the date first written above.

**TURNING POINT SOLAR GENERATION
LLC, as Assignor**

By: _____
Name: _____
Title: _____

**[COLUMBUS SOUTHERN POWER
COMPANY][OHIO POWER COMPANY],
as Assignee**

By: _____
Name: _____
Title: _____

EXHIBIT A TO FACILITY CONTRACTS ASSIGNMENT AGREEMENT

ASSIGNED CONTRACTS

EXHIBIT C TO
FACILITIES LEASE AGREEMENT

Form of Consent and Agreement

This CONSENT AND AGREEMENT (this "Consent"), dated as of [____], 20__, among [COLUMBUS SOUTHERN][OHIO] POWER COMPANY, an Ohio corporation ("Lessee"), TURNING POINT SOLAR GENERATION LLC, a Delaware [limited liability company] ("Lessor"), [FINANCIAL INSTITUTION], in its capacity as [Collateral Agent] (the "Collateral Agent") for the Secured Parties, as defined in the hereinafter defined Financing Agreement. Lessee, Lessor and the Collateral Agent shall be referred to hereunder as the "Parties" and, individually, as a "Party".

RECITALS

Lessee and Lessor have entered into that certain Facilities Lease Agreement dated as of [____], 20__ (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, the "Assigned Agreement").

Lessor has entered into that certain [Financing Agreement] (as the same may be amended, modified or supplemented from time to time, the "Financing Agreement") relating to the construction financing of the 49.9 MW (ac) solar photovoltaic electric generating facility located in Noble County, Ohio (the "Project"), dated as _____, _____, among Seller, the financial institutions from time to time party thereto (collectively, the "Lenders"), [Provide further description of Financing Agreement].

AGREEMENT

1. **Definitions.**

Capitalized terms used but not defined in this Consent shall have the meanings given to them in the Lease, or if not defined therein, in the Financing Agreement. In addition, the following terms shall have the meanings set forth below with respect to each term:

"Qualified Operator" shall mean any entity that at the time it becomes a Transferee (i) has the financial means to operate and maintain the Project and perform its obligations under the Assigned Agreement, (b) has, or has entered into contracts for operation of the Project with a Person or Persons that has or have, substantial experience in owning or operating wind powered electric generation facilities in the PJM region, and (c) has met all applicable requirements for operating the Project in accordance with Good Utility Practices, including, without limitation, the requirements of the Transmission Operator.

"Secured Obligations" shall mean, collectively: all obligations and liabilities of Lessor in respect of: (a) the principal of and interest on all loans made under the Financing Agreement; (b) all other amounts due and to become due to the Collateral Agent, the Lenders or any other financing parties under the Financing Agreement or any other document contemplated thereby, including, without limitation, the expenses, indemnities and interest which would accrue on any of the foregoing but for the commencement of a case by or against Lessor under any applicable bankruptcy laws; and (c) the performance and observance of all of the covenants and agreements made by Lessor under and in connection with the Financing Agreement.

2. Scope of Obligations.

Nothing in this Consent shall make Lessee liable for any damages or other amounts under the Financing Agreement or for any other damages for which it would not otherwise be liable to Lessor under the Assigned Agreement.

3. Consent to Assignment. Lessee hereby:

(a) acknowledges and irrevocably consents to the assignment pursuant to the Security Agreement by Lessor to the Collateral Agent for the benefit of the Secured Parties of the Assigned Agreement as security for the performance of the Secured Obligations;

(b) acknowledges and irrevocably agrees that the Collateral Agent (and the other Secured Parties) shall not be or become liable for the performance or observance of any of the obligations or duties of Lessor under the Assigned Agreement, nor shall the Collateral Agent (nor the other Secured Parties) be or become liable to perform or observe any obligations or duties owing to Lessee, in either case solely by reason of the assignment of the Assigned Agreement to the Collateral Agent hereunder, except as otherwise expressly provided in this Consent;

(c) acknowledges that, upon Lessee's receipt of a notice from the Collateral Agent of an Event of Default, the Collateral Agent has the right to make all demands, give all notices, take all actions and exercise all rights of, Lessor under the Assigned Agreement; and

(d) acknowledges and agrees, subject in all respects to the conditions and limitations contained in this Consent, that none of the following shall constitute, as between Lessee and the Secured Parties, an Event of Default by Lessor under the Assigned Agreement or shall result in a termination thereof: (i) the assignment by Lessor to the Collateral Agent for the benefit of the Secured Parties of a first-priority lien on and security interest in the Project (including, without limitation, the Assigned Agreement); (ii) the operation of the Project by any Transferee that is a Qualified Operator upon the exercise of the Collateral Agent's and the Secured Parties' rights with respect to an Event of Default under, as defined in and in accordance with the Financing Agreement; (iii) the commencement of a foreclosure or similar proceeding to enforce the lien of the Secured Parties against the Project (including, without limitation, the Assigned Agreement); (iv)

the acquisition of the rights of Lessor in the Project (including, without limitation, the Assigned Agreement) in foreclosure by the Collateral Agent or any Secured Party in connection with such party's exercise of its rights and remedies, at law, in equity or otherwise (or acceptance of an absolute assignment of the Project in lieu of foreclosure); or (v) the subsequent sale, assignment, and/or conveyance of the Project (including, without limitation, the Assigned Agreement) by the Collateral Agent or any other Secured Party after acquisition of the rights of Lessor in the Project following any foreclosure or assignment in lieu of foreclosure.

4. Representations and Warranties.

(a) Lessee hereby represents and warrants to the Collateral Agent, for the benefit of the Secured Parties, that: (i) Lessee has the full power and authority to execute, deliver and perform this Consent and to carry out the transactions contemplated hereby; (ii) the execution and delivery of this Consent by Lessee and the carrying out by Lessee of the transactions contemplated hereby have been duly authorized by all requisite corporate action, and each of this Consent has been duly executed and delivered by Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable against it in accordance with the terms hereof and thereof, subject, as to enforceability, to bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity; (iii) all authorizations, consents, approvals or orders of, notices to, or registrations, qualifications, declarations or filings with, any governmental authority, required for the execution, delivery and performance by Lessee of this Consent or the carrying out by Lessee of the transactions contemplated hereby, have been obtained and are in full force and effect; and (iv) none of the execution, delivery, and performance by Lessee of this Consent, the compliance with the terms and provisions hereof, and the carrying out of the transactions contemplated hereby, conflicts or will conflict with or result in a breach or violation of any of the terms, conditions, or provisions of any law, governmental rule or regulation or the charter documents, as amended, or by-laws, as amended, of Lessee or any applicable order, writ, injunction, judgment or decree of any court or governmental authority against Lessee or by which it or any of its properties is bound, or any material loan agreement, indenture, mortgage, bond, note, resolution, contract or other agreement or instrument to which Lessee is a party or by which it or any of its properties is bound.

(b) Lessee further represents and warrants to the Collateral Agent, for the benefit of the Secured Parties that: (i) neither an Event of Default by Lessee nor, to the best of its knowledge, after due inquiry, an Event of Default by Lessor exists and is continuing under the Assigned Agreement; (ii) to the best of its knowledge, Lessee has no existing counterclaims, offsets or defenses against Lessor in respect of the Assigned Agreement; (iii) to the best of its knowledge, after giving effect to Lessee's consent to the assignment consented to by Lessee under Section 3(a) herein, and recognizing that Lessor has continuing and additional obligations to perform after the date of this Consent, there exists no present event or condition, except those expressly contained in the Assigned Agreement, which enable either Lessee or Lessor to terminate or suspend its obligations under the Assigned Agreement; (iv) except for the assignment to the Collateral Agent for the benefit of the Secured Parties, Lessee has no notice of any assignment relative to any right, title and interest of Lessor in, to and under the Assigned Agreement; (v) the

Assigned Agreement and the instruments and documents referred to therein constitute the only agreements between Lessee and Lessor with respect to the matters and interests described therein; and (vi) there are no proceedings pending or, to its knowledge without inquiry, threatened against or affecting Lessee in any court or by or before any governmental authority or arbitration board or tribunal which could reasonably be expected to have a material adverse effect on the ability of Lessee to perform its obligations under the Assigned Agreement or this Consent.

5. Rights of the Secured Parties. Lessee agrees that the Secured Parties, so long as any Secured Obligations shall remain outstanding, shall have the following rights with respect to the Assigned Agreement:

(a) Assignment, Amendments, Etc.

(i) No assignment by Lessee of its obligations under the Assigned Agreement shall be effective unless (A) such assignment complies with the Assigned Agreement, and (B) Lessee contemporaneously delivers to the Collateral Agent a copy of all notices due to Lessor with respect to such assignment; and

(ii) no waiver, amendment, consent or other modification of the Assigned Agreement by Lessor shall be effective without the prior written approval of the Collateral Agent (except for any waiver, amendment, and/or consent which is of a routine, ministerial or administrative nature or which is required by law or by any governmental authority).

(b) Performance of Lessor's Obligations. If the Collateral Agent shall provide Lessee with notice of an Event of Default by Lessor under the Financing Agreement, then following Lessee's receipt of such notice the Collateral Agent or any of the other Secured Parties may, but shall have no obligation to, perform one or more of the obligations of Lessor under the Assigned Agreement and Lessee will accept such performance, if otherwise in accordance with the terms of the Assigned Agreement and this Consent, in lieu of performance by Lessor and in satisfaction of the obligations of Lessor under the Assigned Agreement. In the event that the Secured Parties exercise any right under the Financing Agreement to assume possession and control of the Project they shall obtain the appointment of a Qualified Operator to assume possession and control of the Project prior to or pending a foreclosure, and the Secured Parties shall cause the Project to be operated by such Qualified Operator.

(c) Copies of Notices. Lessee shall acknowledge that is obligated to send the Collateral Agent copies of any notice furnished to Lessor of the existence of an Event of Default under the Assigned Agreement or the termination of the Assigned Agreement, and certain other notices as expressly set forth in the Assigned Agreement; provided that any failure of Lessee to send such notice shall not give rise to any liability to any Person on the part of Lessee hereunder.

(d) Cure Rights.

(i) Subject to the terms of this Consent, the Collateral Agent and the Secured Parties shall have the right, but not the obligation, to cure any Event of Default under the Assigned Agreement which is capable of being cured.

(ii) As provided in the Assigned Agreement, the Assigned Agreement shall not be terminated automatically or terminated by Lessee if the Collateral Agent or the Secured Parties cure each Event of Default thereunder which is capable of being cured within the cure period provided to Lessor under the Assigned Agreement for such Event of Default.

(iii) Such cure periods shall commence with respect to the Collateral Agent and the Secured Parties as of the date notice is given to the Collateral Agent by Lessee. Solely with respect to any Events of Default by Lessor under the Assigned Agreement that cannot be cured by any Person other than Lessor or its designated operator, as the owner or designated operator of the Project, if the Secured Parties declare an Event of Default under and in accordance with the Financing Agreement and promptly commence foreclosure proceedings, then, so long as the Secured Parties are diligently pursuing such foreclosure proceedings, the Secured Parties will be allowed such additional period, not to exceed one hundred eighty (180) days from the date of commencement of such proceedings, as is necessary to complete such proceedings in which to cure the existing Event(s) of Default under the Assigned Agreement. For the avoidance of doubt, the Collateral Agent and the other Secured Parties shall have cured all Events of Default which are capable of being cured on or prior to the completion of such proceedings.

(iv) Once an Event of Default under the Assigned Agreement is timely cured by the Collateral Agent or the Secured Parties, such event or condition shall no longer be deemed to be an Event of Default under the Assigned Agreement.

(e) Consent to Transfer; Continuation of Agreement. Lessee consents to the transfer of Lessor's interest in the Project to the Collateral Agent or any other Secured Party, or their designee or to any other Person provided that (i) the Collateral Agent, the other Secured Parties or such other Person is or has retained a Qualified Operator to act as operator of the Project in lieu of Lessor (collectively, a "Transferee"), (ii) the Collateral Agent or the other Secured Parties shall have caused the Assigned Agreement to be conveyed and transferred to the Transferee at the time of the transfer of the Project and shall have caused the Transferee to assume and to agree to be bound by all the terms and provisions of the Assigned Agreement, which has and continues to remain in full force and effect in accordance with its terms and (iii) the Collateral Agent or the other Secured Parties shall identify the Transferee in a written notice to Lessee on or before the effective date of the transfer and shall furnish Lessee with Transferee's written agreement to assume and to agree to be bound by all the terms and provisions of the Assigned Agreement, and Lessee shall recognize such a Transferee as the "Lessor" under the Assigned Agreement, if the Transferee shall or shall have:

(i) cure or cured within the relevant cure period established in the Assigned Agreement, as modified by subsection 6(d) above, all Events of Default of Lessor which are then existing under the Assigned Agreement and which are capable of being cured at the time of such transfer; and

(ii) assume or assumed and perform all other obligations of Lessor under the Assigned Agreement arising on or after the date of such transfer to the Transferee.

6. Replacement Agreements. If the Assigned Agreement is rejected or terminated as a result of any bankruptcy or insolvency proceeding involving Lessor, and Lessee has been reimbursed by any Person for all amounts which would be due and payable by Lessor to Lessee under the Assigned Agreement but for such bankruptcy or insolvency proceeding, the Collateral Agent may, within thirty (30) days after such rejection or termination, certify in writing to Lessee that the Transferee intends to perform and is capable of performing the obligations of Lessor arising after the date of such certification as and to the extent required under the Assigned Agreement. In such case, Lessee shall execute and deliver to the Transferee a new agreement (a "Replacement Agreement") which shall be for the balance of the remaining term under such rejected Assigned Agreement. The Replacement Agreement shall contain the same conditions, agreements, terms, provisions and limitations as the original Assigned Agreement (except for any requirements which have been fulfilled by Lessor and Lessee prior to such rejection or termination or any Person thereafter), and except that the Transferee will be substituted where the Lessor appears in Assigned Agreement.

7. Lessee's Reliance on Written Notices by Agent. Lessor agrees that Lessee is entitled to rely on the written instructions of an employee, authorized representative or other agent of the Collateral Agent as permitted herein, including without limitation, any such notice concerning the existence and continuation of a Event of Default under the Financing Agreement, the destination of payments to be made under the Assigned Agreement or whether the Secured Obligations have been fully paid or not, and that Lessee may make payments that are due to Lessor as directed by any such Person upon the written instructions of any such Person to do so. Lessor waives any claims that it has or may have against Lessee based upon the good faith reliance by it on such written instructions.

8. Notices. Any communications between the parties hereto or notices provided herein to be given may be given to the addresses set forth in the table below. All notices to be given under this Consent shall be in writing and shall be (i) delivered personally, (ii) sent by certified or registered first-class mail, postage prepaid, return receipt requested, (iii) sent by a recognized courier service, with delivery receipt requested, or (iv) sent by facsimile transmission to the intended recipient at its address as set forth on the signature pages below, unless the recipient has given notice of another address for receipt of notices. All notices sent hereunder shall be deemed to have been given when transmitted by facsimile (with the receipt confirmation) or personally delivered or in the case of a notice mailed or sent by courier, upon receipt, at the address provided for herein; provided, however, if such notice is given after the close of business on a business

day of the receiving party, or on a day on which the receiving party is not open for business, such notice shall be deemed to have been given on the next following business day.

If to Lessee:

[Columbus Southern][Ohio] Power Company
c/o American Electric Power Service Corporation
155 West Nationwide Boulevard
Columbus, OH 43215
Attn: Contract Administration
Fax:(614) 583-1606

with a copy to:

American Electric Power Service Corporation
155 West Nationwide Boulevard
Columbus, OH 43215
Attn: _____
Fax: (614) 583-1603

If to Collateral Agent:

Attn: _____
Telephone: _____
Facsimile: _____

If to Lessor:

Attention: _____
Telephone: _____
Facsimile: _____

With a copy to:

Attention: _____
Telephone: _____
Facsimile: _____

9. Arrangements Regarding Payments. Commencing on the date of this Consent and so long as the Financing Agreement remains in effect, Lessee hereby agrees to make all payments required to be made by it under the Assigned Agreements in U.S. dollars

and in immediately available funds, directly to Collateral Agent, acting for the benefit of the Lenders for deposit into the account described immediately below, or, if Lessee has been notified that an Event of Default under the Financing Agreement or any Financing Document has occurred and is continuing, to such other Person and/or at such other address or account as Collateral Agent may from time to time specify in writing to Lessee. Lessor hereby instructs Lessee, and Lessee accepts such instructions, to make all payments due and payable to Collateral Assignor under the Assigned Agreement as set forth in the immediately preceding sentence.

Account # []

10. Miscellaneous.

(a) Separate Counterparts; Amendments; Waiver. This Consent may be executed in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts shall constitute one and the same instrument. Until termination as to the respective party, neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by each of Lessee, Lessor and the Collateral Agent.

(b) Severability of Provisions. Any provision of this Consent which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

(c) Successors and Assigns. This Consent shall be binding upon and shall inure to the benefit of Lessee and its successors and permitted assigns, Lessor and its successors and permitted assigns, the Collateral Agent and the other Secured Parties and its or their successors and permitted assigns.

(d) Governing Law; Venue.

(i) This Consent shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed in such state.

(ii) Each of Lessee, Lessor and Collateral Agent irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

(e) Each of the parties hereto agrees to execute and deliver all such instruments and take all such action as may be reasonably necessary to effectuate the purposes of this Consent.

(f) No failure on the part of any party to exercise and no delay in exercising, any right under this Consent shall operate as a waiver of such right nor shall any single or

partial exercise of any right under this Consent preclude any further exercise of such right or the exercise of any other right.

(g) Upon the reasonable request of Lessor and the Collateral Agent, including immediately prior to permanent equity financing of the Project, Lessee agrees to provide Lessor with a certificate stating that as of the date of such certificate, the representations and warranties of Lessee set forth in Sections 4(a) and 4(b) of this Consent are true and correct (and to the extent any such representation or warranty is not true and correct, providing appropriate modifications describing the events or circumstances rendering such representation or warranty untrue or incorrect). Nothing in any such certificate shall make Lessee liable for any damages or other amounts under the Financing Agreement or for any other damages for which it would not otherwise be liable to Lessor under the Assigned Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties hereto have caused this Consent to be duly executed and delivered by its respective authorized officers or authorized persons as of the date first above written.

[COLUMBUS SOUTHERN][OHIO] POWER
COMPANY,

an Ohio corporation

By: _____

Name:

Title:

Accepted and agreed:

[FINANCIAL INSTITUTION],
in its capacity as Collateral Agent hereunder

By: _____
Name:
Title:

By: _____
Name:
Title:

Accepted and agreed:

TURNING POINT SOLAR GENERATION LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT D TO
FACILITIES LEASE AGREEMENT
Form of Lease Purchase Option Certificate

[on Lessee's letterhead]

[Date]

TO: [Lessor Address]

Reference is hereby made to the Facilities Lease Agreement dated as of [____], 20__ (the "Lease"), between [AEP Ohio] (the "Lessee") and Turning Point Solar Generation LLC (the "Lessor"), Capitalized terms not otherwise defined herein are used herein as defined in the Lease. Lessee hereby certifies on and as of the date hereof, with respect to itself and its agents, assigns and successors, as follows:

1. Lessee hereby elects the Lease Purchase Option for the Property with respect to the Property that is the subject of the Lease Purchase Option;
2. The representations and warranties of the Lessee contained in the Lease are true and correct in all material respects as if made on and as of the date hereof (or, if stated to have been made solely as of an earlier date, were true and correct in all material respects as of such date);
3. No Lease Event of Default under the Lease has occurred and is continuing, other than a Lease Event of Default which shall be cured by the exercise of the Lease Purchase Option;
4. To the extent required by Article XII of the Lease, as applicable, insurance meeting the requirements of Article XII of the Lease is in place and such coverage is in full force and effect; and
5. No material default, dispute, litigation, arbitration, nonperformance or claim exists under or with respect to the Lease, and all amounts due and payable thereunder have been timely paid except as follows: _____.

[signature page follows]

Lessee has caused this Lease Purchase Option Certificate to be executed and delivered by its duly authorized officer as of the date first above written.

[AEP OHIO]

By: _____
Name:
Title:

**SCHEDULE 1 TO
FACILITIES LEASE AGREEMENT**

Description of Land

**SCHEDULE 2 TO
FACILITIES LEASE AGREEMENT**

Insurance Requirements

SCHEDULE 3 TO
FACILITIES LEASE AGREEMENT
Operation and Maintenance Plan

**APPENDIX III
TO PARTICIPATION AGREEMENT
BETWEEN TURNING POINT AND AEP OHIO**

FORM OF DEVELOPMENT ASSETS PURCHASE AGREEMENT

See attached.

FORM OF
DEVELOPMENT ASSETS PURCHASE AGREEMENT

AMONG
TURNING POINT SOLAR, LLC,
OHIO POWER COMPANY
AND
COLUMBUS SOUTHERN POWER COMPANY.

As Sellers

AND
TURNING POINT SOLAR GENERATION LLC

As Purchaser

DATED AS OF

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EXHIBITS AND APPENDICES

EXHIBITS

Exhibit A TPS Development Assets
Exhibit B AEP Ohio Development Assets

APPENDIX

Appendix 1 Form of Assignment of Lease and Right of Way *[If necessary]*

DEVELOPMENT ASSETS PURCHASE AGREEMENT

THIS DEVELOPMENT ASSETS PURCHASE AGREEMENT (this "Agreement") is executed and delivered as of _____, 20__ (the "Effective Date"), by and among (i) TURNING POINT SOLAR, LLC, a Delaware limited liability company ("TPS Seller"), COLUMBUS SOUTHERN POWER COMPANY, an Ohio corporation ("CSP") and OHIO POWER COMPANY, an Ohio corporation ("OPCO," and together with CSP, the "AEP Ohio Sellers"), severally and not jointly, and (iii) TURNING POINT SOLAR GENERATION LLC, a Delaware limited liability company ("Purchaser"). Each of TPS Seller, CSP and OPCO may sometimes be referred to herein individually as a "Seller." Each Seller and Purchaser may be referred to herein individually as a "Party," and collectively as the "Parties."

INTRODUCTION

A. Pursuant to that certain Participation Agreement dated as of April __, 2011, among the TPS Seller and the AEP Ohio Sellers (the "Participation Agreement"), the TPS Seller and the AEP Ohio Sellers are cooperating on the development of a 49.9 MW (ac) solar photovoltaic electric generation facility to be located in Noble County, Ohio (as further defined herein, the "Facility").

B. As contemplated by Section 6.1 of the Participation Agreement, (i) the TPS Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the TPS Seller, the Pre-Closing Development Assets (as defined in the Participation Agreement) owned by TPS Seller, and (ii) the AEP Ohio Sellers desire to sell to the Purchaser, and the Purchaser desires to purchase from the AEP Ohio Sellers, the Pre-Closing Development Assets owned by the AEP Ohio Sellers.

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

[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 and thereafter Development Period.]

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

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

"AEP Ohio Development Assets" has the meaning given to such term in Section 2.1.

"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.

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

"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.

"Construction Debt Financing" means the loans obtained by the Purchaser 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.

"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.

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

"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 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.

"Damages" has the meaning given to such term in Section 7.1.

"Development Activities" means the development activities undertaken by the TPS Seller and the AEP Ohio Sellers under the Participation Agreement.

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

"Development Costs" means (i) with respect to each Seller, all Third Party Costs incurred by such Seller between October 1, 2010 and the Effective Date, and (ii) with respect to the TPS Seller, (A) the Internal Costs incurred by the TPS Seller from October 1, 2010 to the Effective Date and (B) the additional Internal Costs and the Third Party Costs incurred by the TPS Seller from the Effective Date until the earlier of (A) the termination or expiration of this Agreement and (B) 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 the TPS Seller under 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.

"Dynamic Model" means the financial model developed and to be maintained by the Sellers pursuant to the Participation Agreement.

"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 Contribution Agreement" means the Equity Contribution and Subscription Agreement, dated as of _____, _____ by and among the Purchaser, CSP and Investor.

"Escrow Agent" means _____.

"Escrow Agreement" means that certain Escrow Agreement among TPS Seller, Purchaser and the Escrow Agent pursuant to which the Escrow Agent receives, holds and releases the Escrowed Purchase Price Amounts on behalf of TPS Seller and Purchaser.

"Escrowed Purchase Price Amount" means each of the amounts delivered to, held by and released by the Escrow Agent pursuant to Sections 3.1(a) and 3.1(c) 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 the Purchaser and each of the AEP Ohio Sellers with respect to such Phase based on the 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 TPS Seller, 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.

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

"Financing" means the Construction Debt Financing, the ITC Benefits Loan, the RUS Debt Refinancing or any other senior secured indebtedness of the Purchaser.

"Financing Party" means the Construction Lenders, the AEP Ohio Sellers and the RUS.

"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 lightning 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.

"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.

"Indemnitee" has the meaning given to such term in Section 7.4(a).

"Indemnitor" has the meaning given to such term in Section 7.4(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.

"Internal Costs" means all reasonable and documented salaries and benefits of the approved personnel of the TPS Seller or its Affiliates, but only to the extent directly allocated to performing the Development Activities that are the sole, lead and support responsibility of the TPS Seller under the Participation Agreement, and the related expenses for employee travel, postage and courier services, communications and similar costs incurred by or on behalf of such approved personnel.

"Investor" means _____, a _____.

"Investor Capital Contribution Amount" means the difference between (i) the greater of (A) the amount of the equity contribution to the Purchaser that is required by the Construction

Lenders in connection with the Construction Debt Financing and (B) the amount of the equity contribution to the Purchaser that is required by the RUS in connection with the RUS Debt Refinancing, and (ii) the amount, if any, contributed by CSP to the Purchaser.

"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 the AEP Ohio Sellers to Purchaser in the amount that will be realized by the AEP Ohio Sellers as lessees 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 and delivered by the Purchaser in favor of the AEP Ohio Sellers in the original principal amount of the ITC Benefits Loan for such Phase, upon terms satisfactory to the AEP Ohio Sellers in their 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 to the Participation Agreement, and all Appurtenant Rights thereto.

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

"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 the Purchaser to enter into a

Material Facility Contract or perform its obligations under such contract, (iv) the ability of the Parties or the Purchaser 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 the Purchaser to construct, own, lease or operate the Facility, as set forth in Exhibit E to the Participation Agreement.

"Module Supplier" means *[Isototon, S.A. or its Affiliate]*.

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

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

"OAQDA" means the Ohio Air Quality Development Authority.

"OAQDA Loan" means an OAQDA 166 Direct Loan from the OAQDA to TPS Seller or Purchaser 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.

"Parent" means (i) in the case of OPCO and CSP, American Electric Power Company, Inc. and (ii) in the case of the TPS Seller, 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 the TPS Seller between the Effective Date and the Phase Substantial Completion Date for Phase 1, as determined pursuant to Sections 3.1(b)(i) and (ii).

"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 the TPS Seller between the Phase Substantial Completion Date for Phase 1 and the Phase Substantial Completion Date for Phase 2, as determined pursuant to Sections 3.1(b)(ii) and (iii).

"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 the TPS Seller between the Phase Substantial Completion Date for Phase 2 and the Phase Substantial Completion Date for Phase 3, as determined pursuant to Sections 3.1(b)(iii) and (iv).

"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 Payment Date" has the meaning given to such term in Section 3.1(c).

"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.

"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.


"Purchase Price" means the amounts to be paid by Purchaser to TPS Seller pursuant to, and subject to the provisions of, Sections 3.1(a) and 3.1(c).

"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), of the Participation Agreement, in each case with respect to the applicable Phase.

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

"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



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

"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.

"RUS" means the Rural Utility Service.

"RUS Debt Refinancing" means the term loans obtained by the Purchaser 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) of the Participation Agreement.

"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 Phase Substantial Completion Date for such Phase prior to closing the RUS Debt Refinancing for such Phase.

"Security Fund" means the Security Fund established and maintained by the TPS Seller pursuant to Section 9.3 of the Participation Agreement.

"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 TPS seller 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 the TPS Seller or its Affiliates in the performance of the Development Activities that are the sole, lead or support responsibility of the TPS Seller under the Participation Agreement, and paid to Persons other than the TPS Seller 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.

"TPS Development Assets" has the meaning given to such term in Section 2.2.

"TPS Marks" means the names and marks "TPS," "Turning Point Solar," "Turning Point," and all other similar trade names, trademarks and service marks (whether or not registered) owned by the TPS Seller or any of its Affiliates.

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

"Transactions" means the transactions contemplated by 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) 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 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 2

TRANSFER OF DEVELOPMENT ASSETS

2.1 Purchase and Sale of TPS Development Assets. Subject to the terms and conditions set forth in this Agreement, the TPS Seller does hereby grant, convey, sell, transfer, assign and deliver to Purchaser all of its right, title and interest in and to the assets and contractual rights of Seller listed on Exhibit A attached hereto (collectively, the "TPS Development Assets"). The TPS Development Assets shall not include, and the TPS Seller shall retain all right, title and interest in and to, all assets of any nature whatsoever of TPS Seller not listed on Exhibit A and all liabilities of any nature whatsoever related thereto.

2.2 Purchase and Sale of AEP Ohio Development Assets. Subject to the terms and conditions set forth in this Agreement, each of the AEP Ohio Sellers does hereby grant, convey, sell, transfer, assign and deliver to Purchaser all of its right, title and interest in and to the assets and contractual rights of such AEP Ohio Seller listed on Exhibit B attached hereto (collectively, the "AEP Ohio Development Assets"). The AEP Ohio Development Assets shall not include, and each AEP Ohio Seller shall retain all right, title and interest in and to, all assets of any nature whatsoever of such AEP Ohio Seller not listed on Exhibit B and all liabilities of any nature whatsoever related thereto.

2.3 Retained Liabilities and Obligations Under Facility Contracts. With respect to each of the Facility Contracts listed on Exhibit A, the TPS Seller shall retain all liabilities and obligations under such contracts resulting from events or occurrences or relating to periods ending on or prior to the Effective Date.

2.4 Assignment of Land Acquisition Agreements; Additional Conveyances; Further Assurances. The TPS Seller and the Purchaser are executing and delivering, simultaneously with the execution and delivery of this Agreement, *[a Memorandum of]**[an Assignment and Assumption of Lease and Right of Way]*, to be filed promptly by the Purchaser with in the real property records of Noble County, Ohio. *[Note: Add specific provisions, if any, for TPS trademark and website.]* Each Seller hereby agrees to perform, execute or deliver, or cause to be performed, executed or delivered, such further acts, assurances and instruments as the Purchaser may reasonably require to complete or perfect the conveyance and transfer to the Purchaser of all of its right, title and interest in and to the TPS Development Assets or AEP Ohio Development Assets, as applicable, consistent with this Agreement, and to do any and all such further acts and things as may be reasonably necessary to effect completely the intent of this Agreement.

ARTICLE 3 PURCHASE PRICE AND OTHER CONSIDERATION

3.1 Consideration for TPS Development Assets. Subject to the terms and conditions set forth in this Agreement, as full and final consideration for the sale and purchase of the TPS Development Assets, Purchaser shall pay to the TPS Seller the amounts set forth in this Section 3.1.

(a) *Closing Purchase Price.* The Purchaser hereby expressly acknowledges and assumes its obligations to the TPS Seller set forth in Section 6.1 of the Participation Agreement. Accordingly, upon execution and delivery of this Agreement by all of the Parties, Purchaser shall deliver to (i) the TPS Seller the sum of (A) the Development Costs funded by TPS Seller through the Phase 1 Financial Closing Date and (B) [REDACTED] in cash by wire transfer in immediately available funds to the following account: [REDACTED], and (ii) to Escrow Agent [REDACTED] by wire transfer in immediately available funds to the account set forth in the Escrow Agreement, to be held and released by the Escrow Agent in accordance with the terms of Section 3.1(c) and the Escrow Agreement.

(b) *Payment of Phase 1, Phase 2 and Phase 3 Development Cost Amounts.* Purchaser hereby expressly acknowledges and assumes its obligations to the TPS Seller set forth in Section 6.2(b) of the Purchase Agreement. Accordingly, subject to the termination provisions in Section 4.2, the Purchase Price acceleration provisions in Section 3.1(d) and the other provisions of this Agreement:

(i) Approximately 30 days prior to the anticipated Phase Substantial Completion Date for Phase 1, the TPS Seller shall provide to the Purchaser a statement of (i) a reconciliation between the actual Development Costs funded by the TPS Seller from the date of the statement provided pursuant to Section 4.2(b) of the Participation Agreement through the Effective Date 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 the TPS Seller from the Effective Date through the date of the current statement, and (ii) the estimated further Development Costs it expects to fund through the anticipated Phase Substantial Completion Date for Phase 1.

(ii) Approximately 30 days prior to the anticipated Phase Substantial Completion Date for Phase 2, the TPS Seller shall provide to the Purchaser a statement of (i) a reconciliation between the actual Development Costs funded by the TPS Seller from the date of the statement provided pursuant to Section 3.2(d)(i) 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 the TPS Seller 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.

(iii) Approximately 30 days prior to the anticipated Phase Substantial Completion Date for Phase 3, the TPS Seller shall provide to the Purchaser a statement of (i) a reconciliation between the actual Development Costs funded by the TPS Seller from the date of the statement provided pursuant to Section 3.2(d)(ii) 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 the TPS Seller 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.

(iv) Approximately 30 days prior to the anticipated Phase Payment Date for Phase 3, the TPS Seller shall provide to the Purchaser a statement of the reconciliation between the actual Development Costs funded by The TPS Seller from the date of the statement provided pursuant to Section 3.2(d)(iii) 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 the TPS Seller 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, the Purchaser will reimburse the TPS Seller for the Development Costs reflected as a positive debit on such statements in addition to paying the Purchase Price for Phase 3, or the Purchaser shall deduct the negative credit on such statements against the Purchase Price for Phase 3, as applicable, in each case pursuant to Section 3.1(c) or (d), as applicable.

(v) Each of statements provided by the TPS Seller pursuant to Sections 3.1(d)(i)-(iv) shall include (i) reasonable supporting documentation, (ii) a reconciliation of the costs incurred to date with the Development Budget, and (iii) a certification by the TPS Seller 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) the TPS Seller 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.

(vi) Within ten (10) days after the Phase Substantial Completion Date for each of Phase 1, Phase 2, and Phase 3, the Purchaser shall pay to the TPS Seller the Phase 1

Development Cost Amount, the Phase 2 Development Cost Amount and the Phase 3 Development Cost Amount, respectively, in cash by wire transfer in immediately available funds to an account designated by the TPS Seller to the Purchaser prior to the Phase Substantial Completion Date for the applicable Phase.

(c) *Payment of Phase 1, Phase 2 and Phase 3 Purchase Price Amounts; Released Purchase Price Amounts.* Purchaser hereby expressly acknowledges and assumes its obligations to TPS Seller set forth in Section 6.3 of the Participation Agreement. Accordingly, subject to the termination provisions in Section 4.2, the Purchase Price acceleration provisions in Section 3.1(d) 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 in this Section 3.1(c) with respect to such Phase have either been satisfied or waived in writing by the AEP Ohio Sellers (each such date, a "Phase Payment Date"):

(i) (x) 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 (y) 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.


the Purchaser shall pay (x) to TPS Seller [REDACTED], [REDACTED] and [REDACTED] with respect to Phase 1, 2 and 3 (and, in the case of Phase 3, the Development Costs funded by TPS Seller from the Phase Substantial Completion Date for Phase 3 and the Phase Payment Date for Phase 3 pursuant to Section 3.1(b)(iv)), respectively, by wire transfer in immediately available funds to an account designated by TPS Seller by written notice to Purchaser 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 to the account set forth in the Escrow Agreement, to be held and released by the Escrow Agent in accordance with the terms of this Section 3.1(c) and the Escrow Agreement.

Within ten (10) days of the receipt of each Release Notice, Purchaser shall instruct the Escrow Agent to pay to TPS Seller the lesser of (i) the amount of Escrowed Purchase Price Amount 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, Purchaser shall instruct the Escrow Agent to pay to TPS Seller 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 TPS Seller by wire transfer in immediately available funds to an account designated by TPS Seller by written notice to Purchaser and the Escrow Agent prior to the date for payment of the applicable amount.


(d) *Acceleration of Purchase Price Payments.* The Purchaser hereby expressly acknowledges and assumes its obligations to the TPS Seller set forth in Section 6.4 of the Participation Agreement. Accordingly, provided that the TPS Seller 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 TPS Seller from the Phase Substantial Completion Date for Phase 3 and the Phase Payment Date for Phase 3 pursuant to Section 3.1(b)(iv)) 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:

(i) If such cancellation or delay is not directly attributable to the Purchaser or the AEP Ohio Sellers, then within 30 days of such cancellation or ITC Expiration Date, as applicable, the Purchaser shall pay the TPS Seller the sum of (i)



(ii) If such cancellation or delay is directly attributable to the Purchaser or the AEP Ohio Sellers, then within 30 days of such cancellation or ITC Expiration Date, as applicable, the Purchaser shall pay the TPS Seller the sum of (i)



Each of the TPS Seller and the Purchaser agrees and acknowledges that (x) the damages that the TPS Seller 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, (y) the payments contemplated by this provision are liquidated damages and represent a fair and reasonable calculation of such damages, and (z) the required payments by the Purchaser of such liquidated damages shall be TPS Seller's sole remedy for such cancellations or delays.

(e) *Record-keeping; Audits.*

(i) TPS Seller will keep accurate and complete Records of Development Costs incurred by it in carrying out the Development Activities. TPS Seller 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.

(ii) The Purchaser and its Affiliates and Representatives will have the right, upon approximately 48 hours notice and during normal business hours, to review and inspect the TPS Seller's Records.

(iii) The Purchaser and its Affiliates and its Representatives shall have the right, from time to time during until the Phase Payment Date for Phase 3 and for a period of two years following termination of this Agreement, to audit the TPS Seller's Records, insofar as they pertain to any Development Costs.

(iv) Any audit conducted shall be subject to approximately 14 days notice, and shall be conducted at reasonable times during the normal business hours and unless otherwise agreed, at the offices of the TPS Seller. Such audits may be conducted. The costs of any such audit shall be borne by the Purchaser.

3.2 Consideration for AEP Ohio Development Assets. Subject to the terms and conditions set forth in this Agreement, as full and final consideration for the sale and purchase of the AEP Ohio Development Assets, upon the execution and delivery of this Agreement by all of the Parties, Purchaser shall deliver to the AEP Ohio Sellers the amount of its Development Costs as of the Effective Date, which is hereby stipulated to be \$_____, in cash by wire transfer in immediately available funds to the following account: [_____]. In addition, the Purchaser hereby expressly acknowledges and assumes, as set forth in Sections 3.1(a), (b), (c) and (d) of this Agreement, its obligations and liabilities pursuant to Sections 6.1, 6.2(b), 6.3 and 6.4 of the Participation Agreement resulting from events or occurrences or relating to periods from and after the Effective Date.

3.3 Transfer Taxes. All sales or transfer taxes payable in connection with this Agreement shall be borne by Purchaser. Accordingly, upon execution and delivery of this Agreement by all of the Parties, Purchaser shall deliver (i) to the TPS Seller the amount of any such sales or transfer taxes payable by the TPS Seller in cash by wire transfer in immediately available funds to the account referenced in Section 3.1(a) and (ii) to the AEP Ohio Sellers the amount of any such sales or transfer taxes payable by the AEP Sellers in cash by wire transfer in immediately available funds to the account referenced in Section 3.2. Each Seller shall timely file, to the extent required by applicable Law, all necessary tax returns and other documentation with respect to all such sales or transfer taxes, and shall timely pay such sales or transfer taxes. Prior to the Closing Date, the Purchaser will provide to each Seller, to the extent possible and upon the Sellers' request, an appropriate exemption certificate in connection with this Agreement and the Transactions (which certificate shall be substantially in the form furnished by Sellers), with respect to each applicable taxing authority.

3.4 Assumption of Obligations Under Facility Contracts. Purchaser hereby assumes and agrees to pay, perform or discharge, and shall be responsible for, any and all liabilities of each Seller, under any Facility Contract resulting from events or occurrences or relating to

periods from and after the Effective Date, and will at all times indemnify and hold each Seller harmless from and against any Damages arising therefrom.

3.5 Use of TPS Marks; Name Change. The Parties acknowledge that the TPS Seller will not physically transfer to the Purchaser all assets on which the TPS Marks appear, and that TPS Marks will appear on some of the on supplies, materials, stationery, brochures, advertising materials, manuals and similar consumable items retained by the TPS Seller. Notwithstanding the foregoing, the TPS Seller acknowledges and agrees that it has and, upon consummation of the Transactions shall have, no right, title, interest, license, or any other right whatsoever to use the TPS Marks. Accordingly, the TPS Seller shall, (i) within ten (10) days after the Effective Date, change the name of "Turning Point Solar, LLC" to a name dissimilar from any of the TPS Marks, and deliver to the Purchaser or destroy (with proof of destruction) all retained assets that contain any TPS Marks that are not removable, and (ii) within thirty (30) days after the Effective Date, remove the TPS Marks from any other retained assets from which such TPS Marks may be removed, and provide written verification thereof to the Purchaser promptly after completing such removal. TPS Seller agrees never to challenge the Purchaser's or any of its Affiliates' ownership of the TPS Marks or any application for registration thereof or any registration thereof or any rights of the Purchaser or any of its Affiliates therein. From and after the Effective Date, the TPS Seller will not conduct any business or offer any goods or services under any TPS Marks, and the TPS Seller will not send, or cause to be sent, any correspondence or other materials to any Person on any stationery that contains any TPS Marks or otherwise operate any of the retained assets in any manner which would or might reasonably be expected to confuse any Person into believing that the TPS Seller has any right, title, interest or license to use any TPS Marks.

ARTICLE 4 TERM AND TERMINATION

4.1 Term. Subject to Section 10.1, 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 4 or the performance by the all Parties of all obligations hereunder required in connection with the final Phase Payment Date.

4.2 Termination. A Party may terminate this Agreement only in accordance with the provisions of this Section 4.2. A Party desiring to terminate this Agreement shall provide written notice of termination to the other Parties in accordance with Article 9, and such termination shall be effective five (5) Business Days after the date of such notice.

(a) The TPS Seller shall have the right to terminate this Agreement if it terminates the Participation Agreement pursuant to its rights thereunder. The Purchaser or the AEP Ohio Sellers shall have the right to terminate this Agreement if the AEP Ohio Sellers terminate the Participation Agreement pursuant to their rights thereunder.

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

4.3 Consequences of Termination. Upon a Party's election to terminate this Agreement or the mutual termination of this Agreement pursuant to Section 4.2, the Parties' rights and obligations under this Agreement shall cease except for the express rights and obligations that are stated to survive termination of this Agreement in Section 10.1. Termination and collection of damages shall be the sole and exclusive remedy of a Party for breach of this Agreement.

ARTICLE 5 ASSIGNMENT

5.1 General. Except as provided in Section 5.2, no 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 each AEP Ohio Seller may assign its rights and obligations under this Agreement to any Affiliate that is a Creditworthy Entity without the prior consent of the Purchaser or the TPS Seller, unless such assignment could result in a Material Adverse Effect. The applicable AEP Ohio Seller will provide TPS Seller 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. The TPS Seller and the Purchaser acknowledge that the AEP Ohio Sellers intend to merge, and in the event of such merger the surviving entity shall be the permitted successor to each of the AEP Ohio Sellers hereunder for all purposes by operation law. Any direct change in Control of the TPS Seller will be deemed to be an assignment requiring the consent of the Purchaser, which consent shall not be unreasonably withheld. For the avoidance of doubt, a change in Control of any owner of the TPS Seller shall be deemed a Parent Merger and not an assignment of this Agreement. Any prohibited assignment shall be void.

5.2 Financing Liens; Consent and Agreement. The Purchaser 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 Purchaser's obtaining of financing with respect to the Facility, each Seller shall make reasonable efforts to provide such consents to assignments, certifications, representations or other documents as may be reasonably requested by the Purchaser or the Financing Parties (which shall include providing Financing Parties with the protections contained in the form of Consent and Agreement attached as Exhibit C to the form of Facilities Lease attached to the Participation Agreement); provided, that in responding to any such request, no Seller shall have any obligation to enter into any agreement that materially adversely affects any of such Seller's rights, benefits, risks or obligations under this Agreement. Each Seller 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).

ARTICLE 6
DISPUTE RESOLUTION, GOVERNING LAW

6.1 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 the 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 Parties 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 6.1 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 6.1.

6.2 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.

6.3 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.

6.4 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 7
INDEMNIFICATION; LIMITATION OF LIABILITY; REMEDIES

7.1 Indemnification by the TPS Seller. Subject to the limitations set forth in this Article 7, the TPS Seller shall indemnify, defend and hold harmless the Purchaser from and against any claim, action, demand, loss, cost, expense, liability, penalty, and other damage (including attorneys' fees) (collectively, "Damages") resulting to the Purchaser from: (a) any breach of any representation or warranty by the TPS Seller in Sections 8.1 or 8.2 of this Agreement; (b) the breach or default in the performance by the TPS Seller of any of the obligations to be performed by or on behalf of the TPS Seller hereunder.

7.2 Indemnification by the AEP Ohio Sellers. Subject to the limitations set forth in this Article 7, the AEP Ohio Sellers shall indemnify, defend and hold harmless the Purchaser from and against any Damages resulting to the Purchaser from: (a) any breach of any representation or warranty by the AEP Ohio Sellers in Sections 8.1 or 8.3 of this Agreement; (b) the breach or default in the performance by the AEP Sellers of any of the obligations to be performed by or on behalf of the AEP Ohio Sellers hereunder.

7.3 Indemnification by the Purchaser.

(a) The Purchaser shall indemnify, defend and hold harmless each Seller from and against any Damages resulting to such Seller from: (i) any breach of any representation or warranty by the Purchaser in Section 8.1 of this Agreement; (ii) the breach or default in the performance by the Purchaser of any of the obligations to be performed by or on behalf of the Purchaser hereunder.

(b) Without limiting the Purchaser's obligations under Section 7.3(a), the Purchaser shall indemnify, defend and hold harmless the AEP Ohio Sellers from any and all Damages resulting to the AEP Ohio Sellers from any liability or obligation under Sections 6.1, 6.2(b), 6.3 or 6.4 of the Participation Agreement from and after the Effective Date.

7.4 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 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 Indemnatee 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 Indemnatee 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).

7.5 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 the Participation Agreement, and except with respect to liability arising out of a Party's fraud, bad faith, willful misconduct, or violation of Law, the Sellers' liability to the Purchaser and its Representatives under, arising out of or relating to this Agreement shall be limited to the following aggregate caps:

(i)



[REDACTED] and

(ii) with respect to the AEP Ohio Sellers, and subject to Section 7.7,

(A) [REDACTED]

7.6 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 7.5 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.

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Parties 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) 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.

8.2 Additional Representations and Warranties of TPS Sellers. The TPS Seller further represents and warrants to the Purchaser as of the Effective Date that, except as set forth in Exhibit A:

(a) In conducting its affairs and activities in respect of the Facility, it has complied in all material respects and is in compliance in all material respects with all applicable Laws, including health and safety statutes and regulations, all environmental Laws and Laws governing lobbying activities.

(b) As of the Effective Date, it owns and possesses good and valid title to the TPS Development Assets, free and clear of all Liens other than Permitted Liens, and will be conveying good and valid title to the TPS Development Assets to the Purchaser, free and clear of all Liens other than Permitted Liens. Other than this Agreement, there is no right, call, agreement, commitment or understanding of any nature whatsoever, fixed or contingent, that directly or indirectly: (i) calls for the sale, pledge or other transfer or disposition of any interest in the TPS Development Assets or any rights with respect thereto; or (ii) obligates the TPS Seller to grant, offer or enter into any of the foregoing.

(c) It has provided to the Purchaser true and correct copies of each of the Facility Contracts comprising part of the TPS Development Assets, pursuant to the terms of this Agreement, and none of the Facility Contracts has been amended, modified, or supplemented. The TPS Seller has not received from the applicable counterparty any written or, to the knowledge of the TPS Seller, oral notice of termination of, or intent to terminate, any Facility Contract. Each Facility Contract is valid and binding on the TPS Seller and, to the knowledge of the TPS Seller, each other party thereto, and is in full force and effect and enforceable in accordance with its terms (subject to general principles of equity, whether considered in a proceeding at law or in equity). The TPS Seller has performed in all material respects all obligations required to be performed by it under each Facility Contract and, to the knowledge of the TPS Seller, each other party to each Facility Contract has performed in all material respects all obligations required to be performed by it under such Facility Contract and has not violated any material provision of such Facility Contract. The TPS Seller has not entered into any agreements or contracts in connection with the Facility and there are no agreements or contracts in effect with respect to the Facility and which are binding on the TPS Seller or the Purchaser.

(d) All Permits that the TPS Seller reasonably believes it is required to obtain under applicable Law in connection with the construction, ownership, and use of the Facility are set forth in Exhibit A. All Permits obtained as of the Effective Date are properly in the name of the Facility, the TPS Seller or the Purchaser. The information set forth in each application submitted by or on behalf of the TPS Seller in connection with each such Permit was accurate and complete in all material respects at the time of the last submission. It is in full compliance with each such Permit and each such Permit that has been issued prior to the Effective Date (i) is in full force and effect, (ii) is not subject to any legal proceeding or to any unsatisfied condition that (x) is not reasonably expected to be satisfied or (y) could reasonably be expected to allow material modification or revocation thereof, and (iii) is final and all applicable appeal periods have expired or terminated.

(e) The TPS Seller has not entered into or agreed to any judicial or administrative consent decree or order and is not subject to any outstanding judgment, decree, or judicial or administrative order relating to compliance with any environmental Law or to investigation or cleanup of Hazardous Materials under any environmental Law, in each case relating to the Facility or the Land.

(f) Material facts and assumptions pertaining to the Facility known to the TPS Seller, including facts and assumptions concerning the feasibility, legal requirements and legal impediments of and to the Facility, have been provided to the Purchaser and the TPS Seller is not aware of any material misrepresentations or omissions in such information.

(g) There are no Liens on or in respect of the Facility or the TPS Development Assets other than Permitted Liens and, to its knowledge, none of the TPS Development Assets, nor the use or ownership thereof by the Purchaser, infringes, violates or constitutes a misappropriation of any license, trade secret, copyright, patent, service mark, trade name, trademark, franchise or other form of intellectual property right.

(h) Except between the members of the TPS Seller, neither the TPS Seller 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 other payments due from the Purchaser pursuant to this Agreement, neither the TPS Seller 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.

8.3 Additional Representations and Warranties of AEP Ohio Sellers. Each of the AEP Ohio Sellers further represents and warrants to the Purchaser as of the Effective Date that:

(a) In conducting its affairs and activities in respect of the Facility, it has complied in all material respects and is in compliance in all material respects with all applicable Laws, including health and safety statutes and regulations, all environmental laws and laws governing lobbying activities.

(b) As of the Effective Date, it owns and possesses good and valid title to the AEP Ohio Development Assets, free and clear of all Liens other than Permitted Liens, and will be conveying good and valid title to the AEP Ohio Development Assets to the Purchaser, free and clear of all Liens other than Permitted Liens. Other than this Agreement, there is no right, call, agreement, commitment or understanding of any nature whatsoever, fixed or contingent, that directly or indirectly: (i) calls for the sale, pledge or other transfer or disposition of any interest in the AEP Ohio Development Assets or any rights with respect thereto; or (ii) obligates the AEP Ohio Sellers to grant, offer or enter into any of the foregoing.

(c) It has not entered into or agreed to any judicial or administrative consent decree or order and is not subject to any outstanding judgment, decree, or judicial or administrative order relating to compliance with any environmental Law or to investigation or cleanup of Hazardous Materials under any environmental Law, in each case relating to the Facility or the Land.

(d) There are no Liens on or in respect of the AEP Ohio Development Assets other than Permitted Liens.

8.4 Survival. The representations and warranties of the Parties set forth in this Article 8 shall survive until the anniversary of the Effective Date, and no claim for Damages under Article 7 for a breach of such representations and warranties may be made by any Party after such anniversary.

ARTICLE 9 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 the TPS Seller:

With a copy to:

If to the AEP Ohio Sellers:

With a copy to:

If to the Purchaser:

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.

ARTICLE 10 MISCELLANEOUS

10.1 Survival. Sections 3,1(e), 4.3, Articles 7, 8, 9 and this Article 10 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.

10.2 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.

10.3 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.

10.4 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.

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

10.6 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.

10.7 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.

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

10.9 Security Fund. The TPS Seller hereby acknowledges and agrees that the Security Fund secures its obligations to pay amounts due to the Purchaser hereunder, and that the provisions of Section 9.3 of the Participation Agreement are hereby incorporated into this Agreement *mutatis mutandis*.

[Signature Page Follows]

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

SELLERS:

TURNING POINT SOLAR, LLC

By: _____
Name: _____
Title: _____

OHIO POWER COMPANY

By: _____
Name: _____
Title: _____

COLUMBUS SOUTHERN POWER COMPANY

By: _____
Name: _____
Title: _____

PURCHASER:

**TURNING POINT SOLAR
GENERATION LLC**

By: _____
Name: _____
Title: _____

**EXHIBIT A TO
DEVELOPMENT ASSETS PURCHASE AGREEMENT**

TPS DEVELOPMENT ASSETS

1. Facility Contracts
 - a. EPC Contract
 - b. Land Acquisition Agreements
 - c. MSA
 - d. Interconnection Agreements
 - e. Major Supply Agreements
 - f. OAQDA Loan Documents
 - g. Tax Abatement Agreements
 - h. [others]

2. Other TPS Development Assets
 - a. The TPS Marks
 - b. Website
 - c. Permits: _____.

3. Exceptions to Representations in Section 8.2

**EXHIBIT B TO
DEVELOPMENT ASSETS PURCHASE AGREEMENT**

AEP OHIO DEVELOPMENT ASSETS

**APPENDIX 1 TO
DEVELOPMENT ASSETS PURCHASE AGREEMENT
FORM OF ASSIGNMENT OF LEASE AND RIGHT OF WAY**

[To come.]

**APPENDIX IV
TO PARTICIPATION AGREEMENT
BETWEEN TURNING POINT AND AEP OHIO**

FORM OF LETTER OF CREDIT

Irrevocable Standby Letter of Credit No. _____

[BANK]

[Address]

Attention: [Standby Letter of Credit Section]

Date: (*Bank Use Only*)

BENEFICIARY

Ohio Power Company
Columbus Southern Power Company
C/O American Electric Power Service Corporation
155 West Nationwide Boulevard
Columbus, OH 43215
Attn: Contract Administration

APPLICANT

[Name]

[Address]

Currency: USD

Amount

[REDACTED]

Available by: Payment at our counter

Expiry Date: (One year from issuance) at the close of business at _____, _____

LADIES/GENTLEMEN:

We hereby issue our Irrevocable Standby Letter of Credit No. _____ ("Letter of Credit") in your favor. This Letter of Credit is available by sight payment with ourselves only against presentation to this office at the above address of your Sight Draft and Certificate in the form of Annex A, appropriately completed and purportedly signed by one of your authorized representatives.

Partial drawings are permitted.

This Letter of Credit shall be deemed automatically extended without an amendment for a one year period beginning on the present expiration date hereof and upon each anniversary of such date, unless at least ninety (90) days prior to any such expiration date we have sent you written notice by courier service or overnight mail that we elect not to permit this Letter of Credit to be so extended beyond, and will expire on its then current expiry date. No presentation made under this Letter of Credit after such expiry date will be honored.

This Letter of Credit shall finally expire on _____, _____ (the "Final Expiry Date") if it has not previously expired in accordance with the preceding paragraph.

This Letter of Credit sets forth in full terms of our undertaking, and such terms shall not be modified amended or amplified by any document, instrument or agreement referred to in this Letter of Credit, in which this Letter of Credit is referred to or which this Letter of Credit relates.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification and is our individual obligation which is in no way contingent upon reimbursement or any right of subrogation. We irrevocably waive any and all rights of subrogation, whether as provided by statute or otherwise, now or hereafter that might, but for such waiver, exist, in respect to this Letter of Credit or any payment we make under it, as to the Applicant, you, or the transaction between you and _____. We further give irrevocable notice that we are not now and will not be the secondary obligor or co-obligator of Applicant's or _____'s obligations and liabilities to you for any purpose. Our obligations to you under this Letter of Credit are our primary obligations and are strictly as stated herein.

SPECIAL INSTRUCTIONS:

The original of this Letter of Credit must be presented together with the above documents in order to endorse the amount of each drawing on the reverse side.

All banking charges under this Letter of Credit are for the account of the Applicant.

We hereby agree with you that drafts drawn under and in compliance with the terms of this credit will be duly honored upon presentation and delivery to [Insert Issuing Bank], at the address above. Documents are to be sent in one lot by courier service, overnight mail or hand delivery.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600

Annex A to Letter of Credit

SIGHT DRAFT AND CERTIFICATE

[BANK]

[Address]

Attention: [Standby Letter of Credit Section]

Re: [Bank] Irrevocable Standby Letter of Credit No. _____, dated [DATE] ("Letter of Credit")

All capitalized terms used, but not defined herein, shall have respective meanings assigned to them in the Letter of Credit. The term "Agreement" means that certain Participation and Contribution Agreement, dated [DATE], between Turning Point Solar, LLC ("Turning Point") and the Beneficiary.

The undersigned hereby certifies to you, the Applicant and Turning Point as follows:

(a) The undersigned is duly authorized by the Beneficiary to execute and deliver this Sight Draft and Certificate.

(b) [SELECT THE APPLICABLE DRAW EVENT]:

(i) Beneficiary is authorized under the Agreement to make a drawing on this Letter of Credit because Turning Point has failed to renew or replace the Letter of Credit with a substitute Security Fund pursuant to the Agreement at least thirty (30) calendar days prior to the date on which the Letter of Credit shall terminate; or

(ii) Beneficiary is authorized under the Agreement to make a drawing on this Letter of Credit because Turning Point has failed to renew or replace the Letter of Credit with a substitute Security Fund pursuant to the Agreement at least fifteen (15) calendar days following the delivery of written notice to Turning Point by Beneficiary that Beneficiary has commercially reasonable grounds to believe that there has been a material adverse change in the creditworthiness of the issuer of the Letter of Credit; or

(iii) Beneficiary is authorized under the Agreement to make a drawing on this Letter of Credit because the unsecured debt rating of the issuer of the Letter of Credit has fallen below A-/A3; or

(iv) The amount of U.S.\$ _____ (the "Owed Amount") is due and payable under the Agreement by Turning Point to the Beneficiary, which Owed Amount Beneficiary has not been paid; or

(v) A default has occurred and is continuing with respect to Turning Point under the Agreement. Therefore the Beneficiary does hereby demand payment of the entire undrawn amount of the Letter of Credit.

(c) The undersigned Beneficiary is making a drawing under the Letter of Credit [in the amount of the Owed Amount] OR [pursuant to clause [(b)(i)]/[(b)(ii)]/[(b)(iii)]/[(b)(v)] above].

(d) The proceeds from this drawing under the Letter of Credit will be used to satisfy Turning Point's obligations to the Beneficiary under the Agreement, and the Beneficiary will account to Turning Point under the Agreement for the Beneficiary's use of the Letter of Credit and of the proceeds from this drawing.

This demand for a drawing under the Letter of Credit and certification are made as of the date hereof.

OHIO POWER COMPANY
COLUMBUS SOUTHERN POWER COMPANY

By: _____
Name:
Title:

**APPENDIX V
TO PARTICIPATION AGREEMENT
BETWEEN TURNING POINT AND AEP OHIO**

FORM OF GUARANTY

This Guaranty Agreement (the "Guaranty") is made by _____ ("Guarantor"), an _____ Corporation, in favor of Columbus Southern Power Company and Ohio Power Company (individually and collectively, the "Counterparty").

WHEREAS, Counterparty is or may become party to (i) that certain Participation Agreement dated as of _____, by and among Turning Point Solar, LLC ("Company") and the Counterparty (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
Ohio 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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: _____

OHIO POWER COMPANY

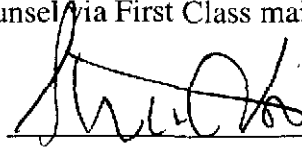
By: _____

Name: _____

Title: _____

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Columbus Southern Power Company's and Ohio Power Company's Public Version of Separately-Bound Exhibit JFG-6 for The Supplemental Direct Testimony of Jay F. Godfrey has been served upon the below-named counsel via First Class mail, postage prepaid, this 1st day of July, 2011.



Steven T. Nourse

William L. Wright
Werner L. Margard III
Stephen A. Reilly
Public Utilities Commission of Ohio
180 East Broad Street, 6th Floor
Columbus, OH 43215-3793

Samuel C. Randazzo
Joseph E. Olier
Frank P. Darr
McNees Wallace & Nurick LLC
21 East State Street, 17th Floor
Columbus, OH 43215

David F. Boehm
Michael L. Kurtz
Boehm, Kurtz & Lowry
36 East Seventh Street, Suite 1510
Cincinnati, Ohio 45202

Thomas J. O'Brien
Terrence O'Donnell
Christopher Montgomery
Lisa G. McAlister
Matthew W. Warnock
Bricker & Eckler LLP
100 South Third Street
Columbus, OH 43215-4291

John W. Bentine
Mark S. Yurick
Zachary D. Kravitz
Chester Willcox & Saxbe, LLP
65 East State Street, Suite 1000
Columbus, OH 43215

Terry Etter
Michael E. Idzkowski
Maureen R. Grady
Ohio Consumers' Counsel
10 W. Broad Street Suite 1800
Columbus OH 43215

Dorothy K. Corbett
Duke Energy Retail Sales, LLC
139 East Fourth Street
1303-Main
Cincinnati Ohio 45202

Richard L. Sites
Ohio Hospital Association
155 East Broad Street, 15th Floor
Columbus, OH 43215-3620

Colleen L. Mooney
David C. Rinebolt
Ohio Partners for Affordable Energy
231 West Lima Street
Findlay, OH 45840

James F. Lang
Laura C. McBride
N. Trevor Alexander
Calfee, Halter & Griswold LLP
1400 KeyBank Center
800 Superior Avenue
Cleveland, OH 44114

Michael R. Smalz
Joseph V. Maskovyak
Ohio Poverty Law Center
555 Buttles Avenue
Columbus, OH 43215

Jay E. Jadwin
AEP Retail Energy Partners LLC
155 West Nationwide Blvd, Suite 500
Columbus, OH 43215

M. Howard Petricoff
Stephen M. Howard
Michael J. Settineri
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215

Glen Thomas
1060 First Avenue, Ste. 400
King of Prussia, PA 19406

Laura Chappelle
4218 Jacob Meadows
Okemos, MI 48864

David I. Fein
Constellation Energy Group, Inc.
550 W. Washington Blvd., Ste. 300
Chicago, IL 60661

Cynthia Former Brady
Constellation Energy Resources, LLC
550 W. Washington Blvd., Ste. 300
Chicago, IL 60661

William L. Massey
Covington & Burling, LLP
1201 Pennsylvania Ave., NW
Washington, DC 20004

Joel Malina
COMPETE Coalition
1317 F Street, NW, Ste 600
Washington, DC 20004

Henry W. Eckhart
Natural Resources Defense Council
1200 Chambers Road, Ste 106
Columbus, OH 43212

Shannon Fisk
Senior Attorney
Natural Resources Defense Council
2 N. Riverside Plaza, Suite 2250
Chicago, IL 60606

Christopher L. Miller
Gregory H. Dunn
Asim Z. Haque
Schottenstein Zox & Dunn Co., LPA
250 West Street
Columbus, OH 43215

Sandy I-ru Grace
Exelon Business Services Company
101 Constitution Avenue NW
Suite 400 East
Washington, DC 20001

Jesse A. Rodriguez
Exelon Generation Company, LLC
300 Exelon Way
Kennett Square, PA 19348

Kenneth P. Kreider
Keating Muething & Klekamp PLL
One East Fourth Street
Suite 1400
Cincinnati, OH 45202

Holly Rachel Smith
Holly Rachel Smith, PLLC
Hitt Business Center
3803 Rectortown Road
Marshall, VA 20115

Steve W. Chriss
Manager, State Rate Proceedings
Wal-Mart Stores, Inc.
2011 SE 10th Street
Bentonville, AR 72716-0550

Mark A. Hayden
FirstEnergy Service Company
76 South Main Street
Akron, OH 44308

Barth E. Royer
Bell & Royer Co., LPA
33 South Grant Avenue
Columbus, OH 43215-3927

Gary A. Jeffries
Dominion Resources Services, Inc.
501 Martindale Street, Suite 400
Pittsburgh, PA 15212-5817

Tara C. Santarelli
Environmental Law & Policy Center
1207 Grandview Avenue, Suite 201
Columbus, OH 43212

E. Camille Yancey
Nolan Moser
Trent A. Dougherty
Ohio Environmental Council
1207 Grandview Avenue, Suite 201
Columbus, Ohio 43212-3449

Douglas G. Bonner
Emma F. Hand
Keith C. Nusbaum
SNR Denton US LLP
1301 K Street NW
Ste. 600, East Tower
Washington, DC 20005

Philip B. Sineneng
Thompson Hine LLP
41 S. High Street, Ste. 1700
Columbus, Ohio 43215

Gregory J. Poulos
EnerNOC, Inc.
101 Federal Street, Ste. 1100
Boston, MA 02110