In the Matter of the Application of Columbus Southern Power Company and Ohio Power Company for Authority to Establish a Standard Service Offer Pursuant to §4928.143, Ohio Rev. Code, in the Form of an Electric Security Plan, PUCO Case Nos. 11-346-EL-SSO and 11-348-EL-SSO et al.

In the Matter of the Application of Columbus Southern Power Company for Approval of its Electric Security Plan; an Amendment to its Corporate Separation Plan, and the Sale or Transfer of Certain Generating Assets, Case No. 08-917-EL-SSO and In the Matter of the Application of Ohio Power Company for Approval of its Electric Security Plan; and an Amendment to its Corporate Separation Plan, PUCO Case No. 08-918-EL-SSO (remand phase).

In the Matter of the Application of Columbus Southern Power for Approval of its Program Portfolio Plan and Request for Expedited Consideration, PUCO Case No. 09-1089-EL-POR.

In the Matter of the Application of Ohio Power Company for Approval of its Program Portfolio Plan and Request for Expedited Consideration, PUCO Case No. 09-1090-EL-POR.

In the Matter of the Application of Ohio Edison Company, The Cleveland Electric Illuminating Company and The Toledo Edison Company for Approval of a Market Rate Offer to Conduct a Competitive Bidding Process for Standard Service Offer Electric Generation Supply, Accounting Modifications Associated with Reconciliation Mechanism, and Tariffs for Generation Service, PUCO Case No. 09-906-EL-SSO.

In the Matter of the Application of Ohio Edison Company, The Cleveland Electric Illuminating Company and The Toledo Edison Company for Authority to Establish a Standard Service Offer Pursuant to R.C. 4928.143 in the Form of an Electric Security Plan, PUCO Case No. 08-935-EL-SSO.

In the Matter of the Application of Ohio Edison Company, The Cleveland Electric Illuminating Company and The Toledo Edison Company for Approval of a Market Rate Offer to Conduct a Competitive Bidding Process for Standard Service Offer Electric Generation Supply, Accounting Modifications Associated with Reconciliation Mechanism, and Tariffs for Generation Service, PUCO Case No. 08-936-EL-SSO.

In the Matter of the Application of Columbus Southern Power Company for Approval of its Electric Security Plan; an Amendment to its Corporate Separation Plan; and the Sale or Transfer of Certain Generating Assets, PUCO Case Nos. 08-917-EL-SSO.

In the Matter of the Application of Ohio Power Company for Approval of its Electric Security Plan; and an Amendment to its Corporate Separation Plan, PUCO Case No. 08-918-EL-SSO.

In the Matter of the Application of Duke Energy Ohio for Approval of an Electric Security Plan, PUCO Case No. 08-920-EL-SSO.

In the Matter of the Application of The Dayton Power and Light Company for Approval of Its Electric Security Plan, PUCO Case No. 08-1094-EL-SSO.

Exhibit KMM-2

Competitive Bid Auction Schedule Approved in Case 10-388-EI-SSO

Procurement		
Date Tranches Procured	Delivery Periods	
	11-Jun 12-Jun	13-Jun 14-Jun
Oct-10 17	12 month June 2011 to May 17 2012	
	24 month June 2011 to May 17 <u>20</u> 13	
10	36 month June 2011 to May 16 2014	
Jan-11 1	12 month June 2011 to May 17 2012	
	24 month June 2011 to May 17 2013	
	36 month June 2011 to May 16 <u>2014</u>	
Oct-11 17		12 to May
Jan-12	2 year June 2012 to May 2014	
Oct-12 17		1 year June 2013 to May 2014
Jan-13	17	1 year June 2013 to May 2014

Page 1 of 1

AEP RETAIL ENERGY

Start Saving on Your Electricity Costs.

Limited time offer. Must enroll by March 25, 2011.

Dear Energy Decision Maker:

AEP Retail Energy is now offering new pricing on electric generation and transmission costs for a **36-month term**. You can now enroll in our Fixed Plan and start saving on electricity costs for your business.

AEP Retail Energy is a certified retail electric service provider and a non-regulated subsidiary of American Electric Power (AEP). We can help your business save money.

Pricing.

- 7.07 cents per kWh if under 250,000 kWh per year, plus a \$5 per meter monthly fee1
- 6.79 cents per kWh if between 250,000-500,000 kWh per year, plus a \$5 per meter monthly fee1
- **6.29 cents per kWh** if between 500,000 700,000 kWh per year, or on tariff code 240, plus a \$5 per meter monthly fee¹

It's easy to switch. You can either E-Mail, Fax or Mail the enclosed Enrollment Ferm and a complete copy of your most recent electric bill. The savings will begin as soon as AEP Retail Energy and the local utility company accept your enrollment request. Don't miss your chance to save!

Instructions.

Step 1:
Fill out the enclosed
Enrollment Form.

Step 2:
Attach a copy of your
COMPLETE and most
recent electric bill
per account.

Step 3:

Make a copy for your records.

Step 4:

Send in Enrollment Form and copy of electric bill by:

- E-Mail to RetailEnroll@AEP.com
- Fax to AEP Retail Enrollments at 1-(866)-872-4099
- Mail to P.O. Box 1415, Columbus, OH 43216

Start saving money with AEP Retail Energy today!

Sincerely,

Courtney Mehan

Manager of Marketing & Sales

Some customers may be required to install an interval meter depending on peak demand. Offer expires 3/25/2011. For more information, call (866) 823-6738; write to: AEP Retail Energy, P.O. Box 1415, Columbus, OH 43216, or visit AEPRetailEnergy.com. AEP Retail Energy is a competitive retail electric service provider. While it is an affiliate of Columbus Southern Power Company and Ohio Power Company (AEP Ohio), AEP Retail Energy is not soliciting on behalf of and is not an agent for AEP Ohio. AEP Ohio customers do not need to purchase any competitive retail electric service from AEP Ohio.



American Electric Power Service Area **Small Commercial Terms & Conditions ENROLLMENT FORM**

Limited time offer. Must enroll before March 25, 2011.

Yes, I would like to save my company money on electricity.

Please enroll my organization to receive electricity from AEP Retail Energy, a non-regulated subsidiary of American Electric Power, where my company may begin saving money on its Electric Bill (based on credit and eligibility). The 36-month term will begin as soon as AEP Retail Energy and the local utility company accept your enrollment request.

Pricing.

- 7.07 cents per kWh if under 250,000 kWh per year, plus a \$5 per meter monthly fee1
- 6.79 cents per kWh if between 250,000-500,000 kWh per year, plus a \$5 per meter monthly fee1
- 6.29 cents per kWh if between 500,000 700,000 kWh per year, or on tariff code 240, plus a \$5 per meter monthly fee1

I agree to the Terms and Conditions† included in this packet. I acknowledge that I am an authorized representative of the company and I have the authority to make decisions on behalf of the company regarding its electric generation supplier. AEP Retail Energy has my permission to obtain my electric usage data including historical payment information.

Signature:				Date:	· · · · · · · · · · · · · · · · · · ·
Business Acco	unt Holder Name	(please print)			
Company Info	mation (used for o	credit review).			
Contact Name:		Title:			
Legal Company Nam					
Legal Address:					
Billing Address (if dif	ferent than above):				
	-	Fax no	umber: ()	-
Federal Tax ID #:					
Service Delivery Ide	ntifier Number (SDIN). The	17 digit number located al	bove "Generation	Service" on page 1	l of utility bill.
(Service Address)					
				(County)	
(City)			(State)	(Zip)	(Tariff Code)
Instructions.					
Step 1: Fill out the enclosed Enrollment Form.	Step 2: Attach a copy of your COMPLETE and most recent electric bill per account.	Step 3: Make a copy for your records.	• E-Mail to Re • Fax to AEP	etailEnroll@AEP.co	s at 1-(866)-872-4099

PLEASE KEEP A COPY FOR YOUR RECORDS.

Some customers may be required to install an interval meter depending on peak demand. For more information, call (866) 823-6738; write to: AEP Retail Energy, P.O. Box 1415, Columbus, OH 43216, or visit AEPRetailEnergy.com.

[†] Terms and Conditions Version 11.01.12-SC.CON

PLEASE INCLUDE IF ADDITIONAL ACCOUNTS.

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MUST include a COMPLETE copy of your most recent utility electric bill per account.

AEP Retail Energy is a competitive retail electric service provider. While it is an affiliate of Columbus Southern Power Company and Ohio Power Company (AEP Ohio), AEP Retail Energy is not soliciting on behalf of and is not an agent for AEP Ohio. AEP Ohio customers do not need to purchase any competitive retail electric service from AEP Retail Energy to receive or to continue to receive noncompetitive retail electric service from AEP Ohio.



TERMS & CONDITIONS

AEP Retail Energy, P.O. Box 1415, Columbus, OH 43216. For more information, call (866) 823-6738 or visit www.AEPRetailEnergy.com

CONDITIONS. These Terms and Conditions together with the enrollment information are your agreement for electric generation service with AEP Retail Energy Partners LLC ("AEP Retail Energy"). Please keep a copy of this Agreement for your records. AEP Retail Energy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, AEP Retail Energy will supply the electric generation and provide transmission services to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. The PUCO regulates distribution prices and services. Your distribution service will remain with your current EDU.

DEFINITIONS

"Competitive Retail Electric Service Provider" or "CRES" provider means, as defined by the Chapter 4901:1-21 of the Substantive Rules as applicable to electric service providers, a person that sells electric energy to retail customers in Ohio. "Generation Service" means the production of electricity.

"Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an EDU.

'Distribution Service" means the Physical delivery of electricity to customers by the EDU.

RIGHT OF RESCISSION. Once you have been enrolled to receive generation service from AEP Retail Energy, your EDU will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

TERMS AND CONDITIONS OF SERVICE.

- Eligibility. Commercial: Small commercial customer accounts with an annual usage of less than 700,000 kWh are eligible for this offer from AEP Retail Energy. AEP Retail Energy reserves the right to refuse enrollment to any commercial customer with an outstanding electric bill balance
- Basic Service Prices. During the term of this Contract, you agree to pay AEP Retail Energy a fixed price for all applicable combined electric Transmission, Generation and Generation Related Charges as specified in the enrollment notification including any applicable taxes, if any. Fixed Price: For the billing months listed on the enrollment notification, all kilowatt-hour ("kWh") of electric energy metered by the EDU shall be billed at the rate per kWh specified in the enrollment notification, plus a \$5 per meter monthly fee. In addition to AEP Retail Energy's charges, you will be charged by your EDU for distribution and vari-ous other charges. In addition to the fixed price described above, AEP Retail Energy will ous other charges. In addition to the fixed price described above, AEP Retail Energy will charge you for any and all fees, costs, and obligations for transmission services imposed by a Regional Transmission Organization ("RTO"), such as PJM Interconnection, LLC or an Independent System Operator (ISO), such as the Midwest independent Transmission System Operator (MISO) or any successor organizations (collectively, referred to as the RTO), that are not otherwise reimbursed to AEP Retail Energy, regardless of whether such charges are greater than, less than, or equal to the charges you currently pay for these services ("RTO/Transmission and Ancillary Services Charges"). AEP Retail Energy will pass through to you RTO/Transmission and Ancillary Services Charges directly charged to AEP Retail Energy for providing electricity to you. In addition, you may be required to pay any additional or increased fees or charges that are beyond AEP Retail Energy's reasonable control including, but not limited to, fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, or transmission or transmission-related charges, that are imposed by law, rule, regulation or tariff, or Commission rule or order. These charges or fees will be passed through to you and added to your price. To the extent that your EDU is seeking regulatory authority to include Transmission Service charges in its regulated rates, AEP Retail Energy's price does not include such charges. In the event that your EDU does not receive regulatory approval to include Transmission Service Charges in its regulated rates, AEP Retail Energy reserves the right to re-price the Fixed Price to include such Transmission Service Charges in its regulated rates, AEP Retail Energy reserves the right to re-price the Fixed Price to include such Transmission Service Charges.
- 3. Length of Agreement. Your service from AEP Retail Energy will commence with the next available meter reading following the seven (7) day rescission period, and after the acceptance of the enrollment request by AEP Retail Energy (at its discretion and consistent with Paragraph 7 below), and after processing of the enrollment by your EDU, and will continue for the term as specified on the Enrollment Form in the offer materials from AEP Retail Energy, ending on the meter read for the last month of service.
- Energy, ending on the meter read for the last month of service.

 4. Billing. You will be dual billed by AEP Retail Energy and your EDU separately for your charges on a monthly billing cycle. For all partial Billing Cycle Months the charges for such partial Billing Cycle Month (if applicable) shall be prorated based on the number of calendar days where AEP Retail Energy provided service to Customer during a Billing Cycle Month divided by the number of calendar days in the normal Billing Cycle Month. AEP Retail Energy does not offer budget billing. If you do not pay your bill by the due date, AEP Retail Energy may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay AEP Retail Energy for any electricity used before this Agreement is cancelled as well as any late payment charges. AEP Retail Energy reserves the right to convert you from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

 5. Penalties, Fees and Exceptions. Your EDU may charge a switching fee to the customer. If you do not pay the full amount owed to AEP Retail Energy by the due date of the bill, AEP Retail Energy way charge a late payment fee up to one and one-half (1.5%) percent of the outstanding balance per month, or the maximum legally allowed interest rate, whichever
- outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower until such payment is received by AEP Retail Energy. AEP Retail Energy reserves the right to demand adequate assurances from you in the form of prepayment, a deposit or other form of credit support in the event you fail to make payments in accordance with the terms herein.
- the terms herein.

 Cancellation/Termination Provisions. If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside AEP Retail Energy's service area or into an area where AEP Retail Energy charges a different price, by providing AEP Retail Energy with a thirty (30) day written notice. If you terminate this Agreement for any other reason, except as expressly provided herein, there will be an Early Termination fee equal to one and a half

- (1.5) cents per kWh multiplied by the expected monthly average usage multiplied by the remaining number of months not to be less than six months. Upon termination with AEP Retail Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers
- Customer Consent and Information Release Authorization. By choosing to accept this offer from AEP Retail Energy you understand and agree to the terms and conditions of this Agreement with AEP Retail Energy, you authorize AEP Retail Energy to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. AEP Retail Energy reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by AEP Retail Energy following acceptance of your enrollment request by AEP Retail Energy, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your
- Contract Expiration. At the end of its term, this Agreement will expire, or at AEP Retail Energy's option, renew for a term that shall not exceed the initial term. AEP Retail Energy will provide you with written notice at least forty-five (45) calendar days prior to the expiration of this Agreement. The notice shall include any changes to the Agreement's terms and conditions, the specified rate for the extension term, and instructions on how to accept
- conditions, the specified rate for the extension term, and instructions on how to accept the new terms and conditions, if any. If you do not accept the new terms and conditions, AEP Retail Energy will return you to your EDU.

 9. Dispute Procedures. Contact AEP Retail Energy with any questions concerning the terms of service by phone at 1-866-823-6738 (toll-free) M-F 8AM 5PM EST or in writing at AEP Retail Energy, P.O. 8DX 1415 Columbus, OH 43216. Our web address is www.AEPRetailEnergy.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 fnoll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or 7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at www.PUCO.ohio.gov.
- 10. Miscellaneous. You have the right to request from AEP Retail Energy, twice within a 12 month period, up to 24 months of payment history, without charge. AEP Retail Energy is prohibited from disclosing your social security number and/or account number(s) without your affirmative written consent except for AEP Retail Energy's collections and reporting, participating in programs funded by the universal service fund pursuant to section 4928.54 participating in programs funded by the universal service fund pursuant to section 4928.54 of the Revised Code, or assigning your contract to another CRES provider. AEP Retail Energy's environmental disclosure statement is available for viewing on our website at www. AEPRetailEnergy.com. You agree that AEP Retail Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request. AEP Retail Energy may assign its rights to another CRES, including any successor, in accordance with the rules and regulations of the PUCO. AEP Retail Energy assumes no responsibility of liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. You are responsible for providing AEP Retail Energy with accurate account information. If said information is incorrect, AEP Retail Energy reserves the right to re-price the applicable account(s). AEP Retail Energy reserves Energy reserves the right to re-price the applicable account(s). AEP Retail Energy reserves the right to re-price any account(s) or return you to the EDU if your rate code or meter type
- is changed and/or the account is no longer eligible for this program. You authorize, but do not obligate AEP Retail Energy to exercise your government aggregation opt-out rights.

 11. Warranty and Force Majeure. AEP Retail Energy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTARY ITS. CHANTABILITY. FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. If AEP Retail Energy is unable to perform its obligations in whole or in part due to an event of Force Majeure as defined herein, then the obligations of the affected customer shall be suspended to the extent made necessary by such event. The term "Force Majeure" means any cause not within the control of AEP Retail Energy, including, but not limited to, acts of God, acts of a governmental authority; civil disorder; the failure of the EDU or RTO to receive, transport, or deliver, or otherwise
- 12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR OH ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILL PLU MISCONDUCT OF ANY PARTY.
- DAMAGES RESULTING FROM THE WILL FUL MISCONDUCT OF ANY PARTY.

 13. Customer Liability and Indemnification of AEP Retail Energy. You assume full responsibility for Power furnished to you at the Delivery Point(s) and on your side of the Delivery Point(s), and agree to and shall indemnify, defend, and hold harmless AEP Retail Energy, its parent company and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "AEP Retail Energy Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to "Claims"), including Claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity and/or customer's performance under the Agreement.
- performance under the Agreement.

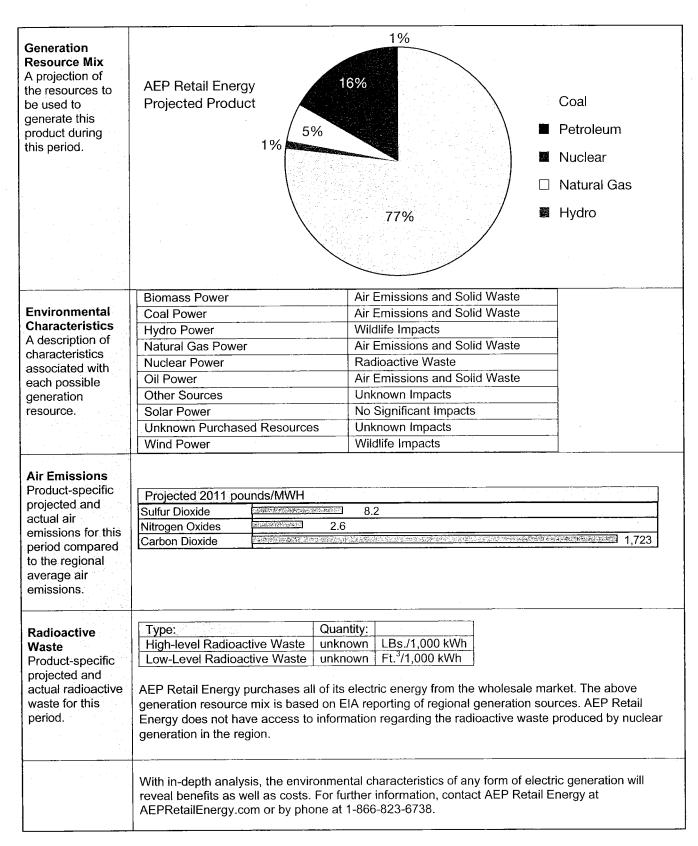
 14. Assignment. You may not assign this Agreement or its rights hereunder without the prior written consent of AEP Retail Energy, which consent shall not be unreasonably withheld. AEP Retail Energy may assign this Agreement without consent.

 15. Choice of Law. This Agreement shall be construed and enforced in accordance with the
- laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.



Environmental Disclosure – Quarterly Comparisons AEP Retail Energy

Projected Data for the Period of January 1, 2011-December 31, 2011



Get Started

Products & Services

About Us

Contact Us

Home / Residential / Get Started / Duke Energy / Web Special - Enroll Now / Web Special - Enroll Now

Select Your Provider

Duke Energy

Fixed Plan

Web Special - Enroll Now

Frequently Asked Questions

Dayton Power and Light

Savings of up to 25% off1

5.89 cents per kWh²

Fixed through December, 2011

'Experts in Electricity Savings'
New in your Neighborhood and Providing Savings
of Up to 25% Off the Duke Energy utility rate.

Enrollment Consent

Yes, I want to enroll with AEP Retail Energy to save money on my electricity costs. Enroll my account in the fixed price of 5.89 cents per kWh through the end of the year.

By signing this Enrollment Consent Form, I am authorizing AEP Retail Energy to be my electricity provider, obtain information about my account and process my enrollment with the local utility under the attached Terms and Conditions which I have read and agreed to.

I understand that I may contact AEP Retail Energy at 1-866-823-6738 or write to: AEP Retail Energy at PO Box 1415, Columbus, OH 43216, if I have additional questions. The advertised offer is available through 5/20/2011.

I accept the offer Terms and Conditions.

Please Complete the Form Below:

'Required fields

Fill in your Duke Energy Ohio account number (10 Digits)

Promo Code

How did you near about us?

Service Address*

			200
City*		. State*	Zip Code*
	:	ОН	

My Mailing Address is Different from my Service Address

Phone Number*

Email

Signature of Account Holder*

Date*

Entering your full-name in the field above will be considered your signature of approval and agreement to the terms of this promotion.

After you have enrolled with AEP Retait Energy, your electric utility company will be sending you a confirmation notice of the transfer of service, and you should contact the electric utility if you wish to rescind the contract. You will have seven calendar days to rescind if you change your mind from the post mark date on the confirmation notice. If you do decide to cancel, the electric utility should give you a cancellation number to confirm any cancellation of the contract during the cancellation period.

Certain applicants may not be eligible based on Ohlo's electricity choice regulations. Your savings will begin as soon as AEP Retail Energy and your local electric utility company accept the enrollment request.

AEP Retail Energy is a competitive retail electric service provider. While it is an affiliate of Columbus Southern Power Company and Ohio Power Company (AEP Ohio, AEP Retail Energy is not soliciting on behalf of and is not an agent for AEP Ohio. AEP Ohio customers do not need to purchase any competitive retail electric service from AEP Retail Energy to receive or to continue to receive non-competitive retail electric service from AEP Ohio.

Contact Us | Email: OhioRetail@AEP.com Phone: (866)823-6738 Mail: AEP Retail Energy, P.O. Box 1415, Columbus, Ohio 43216 © 2010 AEP

¹ Savings are based upon the estimated Duke Energy rate of 6.11 cents through 10.2 cents per kWh as of March 2011.

² AEP Retail Energy price is exclusive of taxes, additional service and delivery charges from the electric utility. Early termination charges will apply. Limited time offer.



RESIDENTIAL TERMS & CONDITIONS ("Agreement")

1 Common dictions

INITIAL TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Through December 2011 billing cycle ("Initial Term")	5.89 cents per kWh for Generation and Transmission services for the Initial Term. Price excludes taxes, utility delivery charges and other utility charges and fees.	You may cancel within the 7- day rescission period without penally. If you terminate after the resolssion period there will be a \$50 fee. Section 6 for details.	Your Agreement will automatically continue on a month-to- month basis. See Section 8 for details.

100 000

CONDITIONS. These Terms and Conditions together with the Enrollment Consent Form are your Agreement for electric generation service with AEP Rotail Energy Parmers LLC ("AEP Rotail Energy"). Ploage keep a copy of this Agreement for your records, AEP Retail Energy is certified by the Public Utilities Commission of Obio ("PUCO") to offer and supply electric generation services in Obio, As a Competitive Retail Electric Service ("CRES") provider, AEP Renail Energy will supply the clearlier generation and provide transmission services to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you, Your distribution service will renain with your corrent EDU, which is regulated by the PUCO.

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DEFINITIONS: "Competitive Retail Electric Sarvico Provider" or "CRES" provider means, as defined by Chapter 4901-1-21 of the Substantive Rulos applicable to electric service providers, the eatily that salls electric amongy in retail equators in Olito. "Cheneration Service" means like production of electricity. "Generation Related Charges" means those charges to rests associated with the production, procurement and supply of electricity. "Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of me EDU. "Distribution Service" means the physical delivery of electricity to customers by the EDU.

RIGHT OF RESCISSION. Once you have been onrolled to receive generation service from AFP Retail Europy, your EDU will send you a confirmation letter. You have the right to received your corollment without penalty within seven (?) calendar days following the postmark date of the confirmation letter by contenting your EDU and following the instructions contained in the letter. The Right of Rescission only applies when you mitially awitch to AEP Retail Energy and not upon renewal. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

TERMS AND CONDITIONS OF SERVICE

- ERMS AND CONDITIONS OF SERVICE

 Eligibility. Residential customer accounts (int are on rate code RS and are not enrolled in the Personalage of Income Plan Program (PIPP) are oligible for this offer from AEP Retail Energy.

 AEP Retail Energy reserves the right to refuse enrollment to any residential customer with an outstanding, usphal electric bill.

 Bast Service Prices. During the term of this Contract, you agree to pay AEP Retail Energy is a fixed price for all applicable combined electric Transmission, Generation and Generation Related Changes as specified in the Earollment Consent Form, including any applicable taxes, if may. Fixed Changes as specified in the Earollment Consent Form, and indiversal-bours ("Whi") of electric outergy unsereed by the EDU shall be billed in the trace per kWh specified in the Earollment Consent Form, and indiversal-bours ("Whi") of electric outergy unsereed by the EDU shall be billed in the trace per kWh specified in the Earollment Consent Form. In Individual by the EDU of all stribution and other service obarges. In addition in the lixed price described above. AEP Retail Energy will charge you fay any and all feet, costs, and obligations for transmission services inspected by a Regional Transmission of pransization ("RTO"), such as PTM Intercentages incl. LLC, or an Independent System Operator (ISO), such as the Midwost Independent Transmission, LLC, or an Independent System Operator (ISO), such as the Midwost Independent Fransmission, LLC, or an Independent System Operator (ISO), such as the Midwost Independent Fransmission on Account of the Act of the Act
- service.

 Billiags, You will continue to receive a single bill from your EDU that will contain both your EDU and AEP Retail Energy charges. AEP Retail Energy does not offer budget billing. If you do not pay your bill by the due date, AEP Retail Energy may cancel this Agraement after giving you a miturement of four-treed (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will contain responsible to pay AEP Retail Energy for any electricity and before this Agraement is cancelled as wolf as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being direonnated in accordance with the EDU teriff. Penaltics, Peus and Exceptions, Your EDU may charge you a switching fee. If you do not pay the full amount oved to AEP Retail Energy yet due due due to the bill, AEP Retail Energy any oharge take poyment for up to one and one-half (1.5%) percent of the outstanding balance per month, or the maximum logally allowed interest rate, whichever is lower until such payment is received by AEP Retail Energy.
- the maximum togally allowed interest rate, whichever is lower until such payasent is received by AEP Retail Energy.

 Caracteristical Termination Provisions. If this Agreement is not restained during the rescision period, enteilment will be sent to your EDU. You may terminate this Agreement, without pearly, if you move buside AEP Retail Energy service area or into an area where AEP Retail Energy changes a different price, by providing AEP Retail Energy with a thirty (30) dow written notice prior to such move. There will be a charge if you terminate this Agreement for any other reason, except as expressly provided berein. Should you cancel service with AEP Retail Energy and return to standard after service with your EDU, you may not be served under the same rates, terms, and epuditions that apply to other EDU customors. Customer Connects and Information Release Authorization. By accepting this offer from AEP Retail Energy, you understand and agree to the terms and conditions of this Agreement with AEP Retail Energy, you understand and agree to the terms and conditions of this Agreement with AEP Retail Energy, you understand and agree to the terms and conditions of this Agreement with AEP Retail Energy. You understand and agree to the terms and conditions of this Agreement with AEP Retail Energy is authorized. AEP Retail Energy to other payment history, this caircail and this turn of control was agreement-readings, and characteristics of electricity service. AEP Retail Energy reserves the right to

- delemnine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered excepted by AEP Retail Energy following: 3) exceptance of your corollment request by AEP Retail Energy to the end of the 7 day rescission period, and c) neeptance of carolihene by your EDU.

 Coutract Reserval, Upon experience of the fastist form, this Agreement vill subtoratically resource an amount-to-month basic at a variable price per kWh, based upon the applicable RTO prevoiting market and basicness conditions for electricity at the Duke Energy lend zone or equivalent market delivery point, plus an adder of up to 30.85 per kWh. Your price will include generation and transmission beduges, but will be nichted enlarge for EDU service (generally, delivery delayers and other attlity survice foor) and taxes. You may obtain new possible strained by a fine the college of the property of the p

- SHALL APPLY 10 DAMACIES RESULTING FROM THE WILLPUL MISCONDUCT OF ANY PARTY.

 13. Customer Linbility and Indomnification of AEP Retail Energy, Customer assumes full responsibility for Power furnished to Customer at the Delivory Point(s) and on Customer's side of the Delivory Point(s), and squees to and shall indomnify, defend, and sold harnless AEP Retail Energy, is practice company and all of its affiliates, and all of their respective managers, members, officers, directoris, thereholders, associates, employees, exercises, and expect (hereinafte collectively referred to as "AEP Retail Energy Group"), from and against all claims, losses, expenses, damages, domands, indicatomers, causes of section, and suits of any kind thereinaffor collectively referred to "Claims"). including Claims for personal injury, death, or damages to property occurring at the delivery points or on Customer's ride of the delivery points and apon the premistely, arising out of or related to the electricity and/or customer's performance under the Agreement.

 A asignment Customer shall not away this Agreement or its rights herounder without the prior written consent of AEP Retail Energy, without the consent shall not be carestomably withhold and prior written consent of AEP Retail Energy. The consent shall not be carestomably withhold accessor, in accordance with the rules and equilibriums of the PUCO.

 15. Choice of Luw. This Agreement shall be construed and enforced in accordance with the laws of the Stee of Othe without giving effect to any conflicts of law principles which otherwise might be applicable.

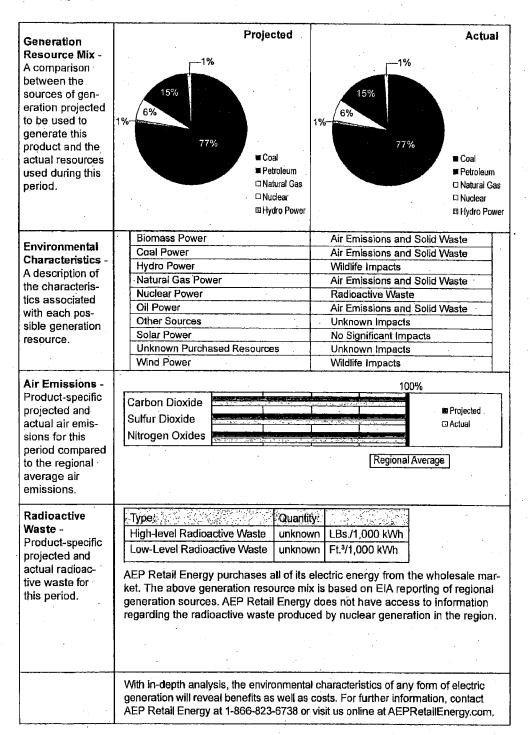
- applicable.

 Custact Information. AEP Retail Energy, PO Box 1415, Columbus, Ohio 43216. For more information. cell (866)-423-6738 or visit AEP Retail Energy.com



Environmental Disclosure – Quarterly Comparisons AEP Retail Energy

Projected Data for the 2010 Calendar Year Actual Data for the Period 01/01/10 to 12/31/10.



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Electric Choice Program

Understanding Your Service

FAO

Dayton Power and Light

Duke Energy

Enrollment Consent

7.15¢ per kWh through December 2011 meter-read cycle, and then 7.35¢ per kWh through May 2013 meter-read cycle.

Yes, I want to enroll with AEP Retail Energy to avoid rising electricity rates today. Enroll my account in the Smart Protection Plan an introductory low fixed price of 7.15¢ per kWh through December 2011 meter-read cycle, and then 7.35¢ per kWh through May 2013 meter-read cycle.

By signing this Enrollment Consent Form, I am authorizing AEP Retail Energy to be my electricity provider, obtain information about my account and process my enrollment with the local utility under the attached Terms and Conditions which I have read and agreed to

I understand that I may contact AEP Retail Energy at 1-877-923-7728 or write to: AEP Retail Energy at PO Box 1415, Columbus, OH 43216, if I have additional questions. Offer is subject to availability. Limited time offer.

I accept the offer Terms and Conditions.

Print & Save Terms and Conditions

Smart Protection Plan

Introductory low fixed price of 7.15¢ per kWh through December 2011 meter read cycle, and then 7.35¢ per kWh Through May 2013 meter-read cycle.

Your AEP Ohio Service Delivery Identifier Number (SDIN) is located above the "Generation Service" on page 1 of your AEP Ohio utility hill.

Fill in your AEP Ohio SDIN below (17 Numbers)*.

Promo Code

How did you hear about us?

Need He this For

Need Help Completing this Form?

Call us at:

(855) 205-4397

State*	Zip Code*	Within 2-4 weeks, your electric utility company
AUG	1	will mail you a confirmation notice of the
Ung		transfer of service, and you may contact the
		electric utility if you wish to rescind the
		contract. You will have seven calendar days to
is Different from n	ov Service Addrage.	rescind if you change your mind from the post mark date on the confirmation notice. If you do
	il Delitico Addicas	decide to cancel, the electric utility should give
		you a cancellation number to confirm any
		cancellation of the contract during the
Fmail [†]		cancellation period.
Linan Linan		Costain applicants may not be elicible bessel
		Certain applicants may not be eligible based on Onio's electricity choice regulations. Your
		savings will begin as soon as AEP Retail
		Energy and your local electric utility company
	familiar fitting a catalytic in the fit-	accept the enrollment request.
formation about m	ry electricity service.	
		AEP Retail Energy is a competitive retail
ır"		electric service provider. While it is an affiliate
		of Columbus Southern Power Company and
	9/22/2011	Ohio Power Company (AEP Ohio), AEP Retail
		Energy is not soliciting on behalf of and is not
he field above will	.	an agent for AEP Ohio. AEP Ohio customers
		do not need to purchase any competitive retait electric service from AEP Retail Energy to
• • • • • • • • • • • • • • • • • • • •		receive or to continue to receive non-
		competitive retail electric service from AEP
•		Ohio.
		•
xclusive of taxes and	additional service and d	elivery charges from the local utility. Early termination
ct to availability.		
	Email* rgyhas:my permi formation about m	is Different from my Selvice Address Email* Trigy has my permission to email me formation about my electricity service. 17" 9/22/2011 the field above will —

Contact Us | Email: OhioRetail@AEP.com Phone: (866)823-6738 Mail: AEP Retail Energy, P.O. Box 1415, Columbus, Ohio 43216 © 2010 AEP



RESIDENTIAL TERMS & CONDITIONS ("AGREEMENT")

the first our subsequent of severe

INITIAL TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Through the May 2013 meter-read cycle ("Initial Term").	7.15 cents per kWh for Generation and Transmission services through the December 2011 meter-read cycle and then 7.35 cents per kWh for Generation and Transmission services through the May 2013 meter-read cycle. Price excludes taxes, utility delivery charges and other utility charges and fees.	You may cancel within the 7- day rescission period without penalty. If you terminate after the rescission period there will be a \$75 fee. See Section 6 for details.	Your Agreement will automatically continue on a month-to-month basis with no termination fee. See Section 8 for details.

CONDITIONS.

These Terms and Conditions together with the Eurollment Consent Form are your Agreement for electric generation service with AEP Retail Energy Partners LLC ("AEP Retail Energy"). Please keep a copy of this Agreement for your records. AEP Retail Energy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, AEP Retail Energy will supply the electric generation and provide transmission services to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Your distribution service will remain with your current EDU, which is regulated by the PUCO.

DEFINITIONS.

"Competitive Retail Electric Service Provider" or "CRES" provider means, as defined by Chapter 4901:1-21 of the Substantive Rules applicable to detertic service providers, an entity that sells electric energy to retail customers in Ohio. "Generation Service" means the production of electricity.

"Generation Related Charges" means those charges or costs associated with the production, procurement and supply of electricity. "Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an EDU. "Distribution Service" means the physical delivery of electricity to outdomers by the EDU.

RIGHT OF RESCISSION.

Once you have been enrolled to receive generation service from AEP Retail Energy, your EDU will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) calendar days following the postmark date of the confirmation letter by contacting your EDU and following the instructions contained in the letter. The Right of Rescission only applies when you initially switch to AEP Retail Energy and not upon renewal. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

TERMS AND CONDITIONS OF SERVICE.

- Eligibility. Residential customer accounts that are on rate code CCCSRESA or CCOPRESA and are not enrolled in the Percentage of Income Plan Program (PIPP) are eligible for this offer from AEP Retail Energy. AEP Retail Bnergy reserves the right to refuse enrollment to any residential customer with an outstanding, unpaid electric bill.
- Basic Service Prices. During the term of this Contract, you agree to pay AEP Retail Energy a fixed price for all applicable combined electric Transmission, Generation and Generation Related Charges as specified in the Enrollment Consent Form including any applicable taxes, if any, Fixed Price: For the billing most his listed on the Enrollment Consent Form, all kilowatt-hours ("kWh") of electric energy metered by the EDU shall be billed at the rate per kWh specified in the Enrollment Consent Form. In addition to AEP Retail Energy, so charges, you will be charged by your EDU for distribution and other service charges. In addition to the fixed price scribed above, AEP Retail Energy will charge you for any and all fees, costs, and obligations for transmission services imposed by a Regional Transmission Organization ("RTO"), such as PJM Interconnection, LLC, or an Independent System Operator (ISO), such as the Midwest Independent Transmission System Operator (MISO) or any successor organizations (collectively, referred to as the RTO), that are not otherwise reimbursed to AEP Retail Energy, regardless of whether such charges are greater than, less than, or equal to the charges Customer currently pays for these services ("RTO/ Transmission and Ancillary Services Charges, which may be variable, related to AEP Retail Energy's reasonable control. That could include, but not be limited to, fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, or transmission or transmission services that are even by law, rule, regulation or taniff, or Commission rule or order. These charges or fees will be passed through to you and added to your pnce. To the extent that your EDU is seeking regulatory authority to include Transmission Service charges in its regulated rates, AEP Retail Energy's price does not include such charges. In the event that your EDU does not receive regulatory approval to include Transmission Service charges in its regulator approval to include Transmission Service charges in
- reserves the right to re-price the Fixed Price to include such Transmission Service charges.

 3. Length of Agreement. Your service from AEP Retail Energy will begin with the next available meter reading following: a) the seven (7) day rescission period; b) the acceptance of the enrollment request by AEP Retail Energy (at its discretion and consistent with Paragraph 7 below), and c) processing of the enrollment by your EDU, and will continue for the term as specified on the Enrollment Consent Form from AEP Retail Energy, ending on the meter read for the last month of service.
- 4. Billing. You will continue to receive a single bill from your EDU that will contain both your EDU and AEP Retail Energy charges. AEP Retail Energy does not offer budget billing. If you do not pay your bill by the due date, AEP Retail Energy may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay AEP Retail Energy for any electricity used before this Agreement is cancelled as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with EDU traiff
- cancellation you will be returned to your EDU as a customer. You will remain responsible to pay AEP Retail Energy for any electricity used before this Agreement is cancelled as well as any late pryment charges. Free, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

 5. Pensities, Fees and Exceptions. Your EDU may charge you a switching fee. If yo ude not pay the full amount owed to AEP Retail Energy. They charge a late payment fee up to one and one-half (1.5%) percent of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower until such payment is received by AEP Retail Energy. AEP Retail Energy services the right to demand adequate assurances from you in the form of prepayment or other form of credit support in the event you fail to make payments in accordance with the terms herein. Customers requiring financial assurance will be required to post that assurance will be required to post that assurance will see the payment of the post that assurance will be
- you tail to make payment in accordance with the tents nevent. Consoners requiring immedia assurance with or required to post that assurance within 3 business days of notice.

 6. Cancellation/Termination Provisions. If this Agreement is not rescinded during the recision period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside AEP Retail Energy 's service area or into an area where AEP Retail Energy charges a different price, by providing AEP Retail Energy with a thirty (30) day written notice prior to such move. There will be a charge if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with AEP Retail Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that anny to other PDU in standards.
- conditions that apply to other EDU customers.

 7. Customer Consent and Information Release Authorization. By accepting this offer from AEP Retail Energy, you understand and agree to the terms and conditions of this Agreement with AEP Retail Energy. You authorize AEP Retail Energy to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter-readings, and characteristics of electricity service.

AEP Retail Energy reserves the right to determine if your credit standing is satisfactory before accepting your currollment request. This Agreement shall be considered executed by AEP Retail Energy following: a) acceptance of your enrollment request by AEP Retail Energy; b) the end of the 7 day rescission period, and c) acceptance of enrollment by your EDU.

- Contract Renewal. Upon expiration of the Initial Term, this Agreement will automatically renew on a month-to-month basis at a variable price per kWh, based upon the applicable RTO prevailing market and business conditions for electricity at the EDU load zone or equivalent market delivery point, plus an adder of up to \$0.05 per kWh. Your price will include generation and transmission charges, but will not include charges for EDU service (generally, delivery charges and other utility service fees) and taxes. You may obtain next month's variable price by calling a AEP Retail Energy Service Representative at the toll-free telephone number set forth in Section 16. Pricing is generally available on the 15th business day of each month for the next billing cycle. There is no fee for the termination of the month-to-month contract. At any time after the Initial Term, Customer may contact AEP Retail Energy to enroll in the then current fixed price plan.

 Dispute Procedures. Contact AEP Retail Energy with any questions concerning the terms of service by phone
- 9. Dispute Procedures. Contact AEP Retail Energy with any questions concerning the terms of service by phone at 1-866-823-6738 (toll-free) M-F 8AM-SPM EST or in writing at AEP Retail Energy, PO BOX 1415, Columbus, OH 43216. Our web address is AEPRetailEnergy, com. If your complaint is not resolved after you have called AEP Retail Energy and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTP ABO-686-1575 (toll free) from 8:00 AM -5:00 PM EST weekdays or at www. PUCO.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 AM -5:00 PM EST weekdays, or www.pickocc.org.
- 10. Miscellaneous. You have the right to request from AEP Retail Energy, twice within a 12-month period, up to 24 months of payment history, without charge. AEP Retail Energy is prohibited from disclosing a Customer's social security number and/or account number(s) without the Customer's affirmative written conserves from AEP Retail Energy's collections and reporting, participating in programs funded by the universal service fund pursuant to section 4928.54 of the Revised Code, or assigning a Customer's contract to another CRES provider. AEP Retail Energy assumes no responsibility of itability for the following items that are the responsibility of the EDU's operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. Customer is responsible for providing AEP Retail Energy with accurate account information. If said information is incorrect, AEP Retail Energy reserves the right to re-price any account(s) or return a Customer to the EDU if the Customer's rate code or meter type is changed and/or the account is no longer eligible for this program. Customer authorizes, but does not obligate AEP Retail Energy, to exercise Customer's government aggregation opt-out rights. AEP Retail Energy's environmental disclosure statement is available for viewing on our website at AEPRetailEnergy.com You agree that AEP Retail Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to vou upon request.
- 11. Warranty and Force Majeure. AEP Retail Energy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. AEP Retail Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of AEP Retail Energy and may result in interruptions in service. AEP Retail Energy is not liable for dramages caused by acts of God, changes in laws, rules or regulations or other acts of any governmental authority (including the Cormission or RTO), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDU or any other cause beyond the control of AEP Retail Energy's reasonable control.

 12. REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS
- 12. REMEDIES, UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY, UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SUL AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR RASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLPUL MISCONDUCT OF ANY PARTY.
- 13. Customer Liability and Indemnification of AEP Retail Energy. Customer assumes full responsibility for Power furnished to Customer at the Delivery Point(s) and on Customer's side of the Delivery Point(s) and agrees to and shall indemnify, defend, and hold harmless AEP Retail Energy, its parent company and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "AEP Retail Energy Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to "Claims"), including Claims for personal injury, death, or damages to property occurring at the delivery point(s) or on Customer's side of the delivery point and upon the premise(s), arising out of or related to the electricity and/ or customer's performance under the Agreement.
- 14. Assignment. Customer shall not assign this Agreement or its rights hereunder without the prior written consent of AEP Retail Energy, which consent shall not be unreasonably withheld. AEP Retail Energy may, without the consent of Customer, assign this Agreement to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO.
- 15. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.
- Contact Information. AEP Retail Energy, PO Box 1415, Columbus, Ohio 43216. For more information, call (866)-823-6738 or visit AEPRetailEnergy.com.



Environmental Disclosure – Quarterly Comparisons AEP Retail Energy

Projected Data for the 2011 Calendar Year
Actual Data for the Period 01/01/11 to 03/31/11.

Projected Actual Generation -1% <1% Resource Mix -A comparison between 16% the sources of gen-8% eration projected to be used to generate this □ Coal □ Coal 79% product and the actual ■ Nuclear ■ Nuclear resources used during □ Natural Gas □ Natural Gas this period. ■ Petroleum ■ Petroleum Hydro Power **Biomass Power** Air Emissions and Solid Waste **Environmental** Coal Power Air Emissions and Solid Waste Characteristics -Hvdro Power Wildlife Impacts A description of Natural Gas Power Air Emissions and Solid Waste the characteristics Nuclear Power Radioactive Waste associated with each Oil Power Air Emissions and Solid Waste possible generation Unknown impacts Other Sources resource. Solar Power No Significant Impacts Unknown Purchased Resources Unknown Impacts Wildlife Impacts Wind Power 100% Air Emissions -Product-specific Carbon Dioxide Projected projected and actual Sulfur Dioxide air emissions for this Nitrogen Oxides period compared to the regional average Regional Average air emissions. Radioactive Waste -Quantity: Product-specific High-Level Radioactive Waste Unknown LBs./1,000 kWh projected and actual Low-Level Radioactive Waste Unknown Ft.3/1,000 kWh radioactive waste for this period. AEP Retail Energy purchases all of its electric energy from the wholesale market. The above generation resource mix is based on EIA reporting of regional generation sources. AEP Retail Energy does not have access to information regarding the radioactive waste produced by nuclear generation in the region.

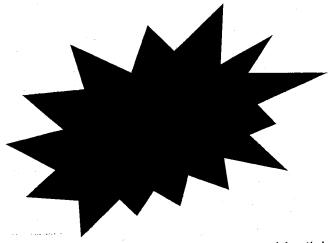
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, visit us online at AEPRetailEnergy.com or contact AEP Retail Energy

at 1-866-823-6738.



*AUTO*5-DIGIT 43917

KEVIN M MURRAY OR CURRENT RESIDENT 5856 NEWBRIDGE DR DUBLIN, OH 43017-2622



DEAR KEVIN M MURRAY,

Border Energy Electric Services, Inc. ("Border") is pleased to announce service to residential customers of AEP Ohio. Border is now offering these customers electricity at a Fixed Rate of \$0.0725 per kWh through December 2012. This represents a savings of more than 10% off AEP's current "Price to Compare". This offer is only valid for first 10,000 customers and expires on September 30, 2012.

AEP's "Price to Compare" has gone up approximately 20% in the last 18 months and effective July 1, prices went up again. The current "price to compare" for residential customers is now \$0.081 per kWh. Additionally, recent tariff filings show AEP plans to increase generation rates by a projected 5% beginning 2012 and another 4% beginning 2013 for residential customers. Visit www.puco.ohio.gov or www.pickocc.org for more information on these planned rate increases.

Energy deregulation gives you the power to choose your electricity supplier. Take advantage of this opportunity and choose Border's low offer rate. Enjoy savings now and be protected from planned AEP rate increases.

How it works:



We buy the electricity you need



Transmit your electricity to AEP



AEP continues to deliver your electricity to your home and bill you



You immediately save money and are protected from planned AEP rate increases!!!

Why Should I Enroll with Border?

- Savings Immediate savings of 10% off of AEP Ohio's current "Price to Compare"
- Price Protection You are protected from planned AEP rate increases
- Reliability AEP continues to provide service and makes repairs in the event of a blackout
- Billing You will continue to receive just one bill each month from AEP
- Easy No equipment to buy or action required on your part once you enroll
- Local Located in Powell, by purchasing electricity from us you are supporting a local business
- Customer Service We have helpful customer service representatives standing by
- Simple The enrollment process is simple and can be completed in just a few minutes

To Enroll:

Simply fill out the information below, detach and return to Border in the provided return pre-paid envelope. Alternatively, you may enroll online via our website at www.borderenergyelectric.com. If you have any questions please contact our friendly customer service representatives at 888-901-8461

Ohio Power Company

ESP	Prices are \$ pe	er MWH				
		2010		June 2014-	June 2015-	Wtd
Generation Service Price	2012	2013	May 2014	•	May 2016	Average
1 Standard Offer Generation Service Rider (2012 Rates) (A)	23.30	24.50	26.00	26.00	72.32	
2 Fuel Adjustment Clause Rider (2012 Estimate) (A)	33.00	33.00	33.00	33.00	0.00	
3 Transmission Adjustment (B)	2.10	2.10	2.10	2.10		
4 Provider of Last Resort Charge (A)	0.00	0.00	0.00	0.00	0.00	
5 Enhanced Service Reliability Rider (C)	0.71	0.71	0.71	0.71	0.71	
6 gridSMART® Rider (C)	0.00	0.00	0.00	0.00	0.00	
7 Environmental Investment Carrying Cost Rider (A)	0.00	0.00	0.00	0.00		
8 Generation Resource Rider (D)	0.00	0.18	0.26	0.26		
9 Alternative Energy Rider	Unknown	Unknown	Unknown	Unknown		
10 Distribution Investment Rider	1.80	2.18	2.60	2.60		
11 Generation NERC Compliance Cost Recovery Rider	0.00	0.00	0.00	0.00		
12 Facility Closure Cost Recovery Rider	0.00	0.00	0.00	0.00		
13 Carbon Capture and Sequestration Rider	0.00	0.00	0.00	0.00		
14 Plug-In Electric Vehicle Tariff / Costs	0.00	0.00	0.00	0.00		
15 Storm Damage Recovery Mechanism	Unknown	Unknown	Unknown	Unknown		
16 Pool Termination or Modification Provision	Unknown	Unknown	Unknown	Unknown		
17 350 MW Customer-sited CHP, WHP, DG	Unknown	Unknown	Unknown	Unknown		
18	60.91	62.67	64.67	64.67	73.29	65.32
MRO						
Current ESP Full Fuel						
19 Standard Offer Generation Service (2011 Rate) (B)	21.56	21.56	21.56	21.56	21.56	
20 Fuel Adjustment Clause Rider (2012 Rate) (A)	33.00	33.00	33.00	33.00	33.00	
21 Transmission Adjustment (A)	2.10	2.10	2.10	2.10	2.10	
22 2011 Provider Last Resort Charge (F)	2.04	2.04	2.04	2.04	2.04	
23 Environmental Investment Carrying Cost Rider (G)	0.96	0.96	0.96	0.96	0.96	_
24	59.66	59.66	59.66		59.66	
25	90%	80%	70%			=
26	53.694	47.73	41.76	39.26	33.29	
27 Market Rate Offer	57.47	57.47	57.47	72.32	72.32	
28 Alternative Energy Requirement (E)	0.54	0.79	0.79			
29	58.01	58.26	58.26			-
30	10%	20%	30%			
31	5.80	11.65	17.48			-
33 Weighted MPO	59.50	59.38	59.24	64.34	65.82	61.97
32 Weighted MRO	38.50	J8.30	53.24	04.04	03.02	01.37
33 ESP Benefit	-1.42	-3.29	-5.43	-0.33	-7.47	-3.35

Source

- (A) Exhibit DMR-1
- (B) David M. Roush Work Papers
- (C) Exhibit AEM-2
- (D) Exhibit DMR-8, Exhibit PJN-4 7/1/11 Supplemental Testimony
- (E) Exhibit LJT-1
- (F) Exhibit DMR-1 Application Testimony
 (G) OPCO C-4 Application

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Columbus Southern Power Company

ESP	Prices are \$ pe	r MWH				
Consenting Consider Prince	2012	2013		June 2014- May 2015		Wtd Average
Generation Service Price	26.30	2013	29.20	•	72.32	Average
1 Standard Offer Generation Service Rider (2012 Rates) (A)						
2 Fuel Adjustment Clause Rider (2012 Estimate) (A)	33.30	33.30	33.30		0.00	
3 Transmission Adjustment (B)	2.24 0.00	2.24	2.24		0.00	
4 Provider of Last Resort Charge (A)	0.00 0.62	0.00 0.62	0.00		0.00 0.62	
5 Enhanced Service Reliability Rider (C)			0.62			
6 gridSMART® Rider (C)	0.37	0.37	0.37		0.37	
7 Environmental Investment Carrying Cost Rider (A)	0.00	0.00	0.00	-	0.00	
8 Generation Resource Rider (D)	0.00	0.18	0.26		0.26	
9 Alternative Energy Rider	Unknown	Unknown	Unknown		Unknown	
10 Distribution Investment Rider	1.80	2.18	2.60		0.00	
11 Generation NERC Compliance Cost Recovery Rider	0.00	0.00	0.00		0.00	
12 Facility Closure Cost Recovery Rider	0.00	0.00	0.00		0.00	
13 Carbon Capture and Sequestration Rider	0.00	0.00	0.00		0.00	
14 Plug-In Electric Vehicle Tariff / Costs	0.00	0.00	0.00		0.00	
15 Storm Damage Recovery Mechanism	Unknown	Unknown	Unknown		Unknown	
16 Pool Termination or Modification Provision	Unknown	Unknown	Unknown		Unknown	
17 350 MW Customer-sited CHP, WHP, DG	Unknown	Unknown	Unknown		Unknown	
18	64.63	66.49	68.59	68.59	73.57	68.35
MRO						
Current ESP Full Fuel						
19 Standard Offer Generation Service (2011 Rate) (B)	20.21	20.21	20.21	20.21	20.21	
20 Fuel Adjustment Clause Rider (2012 Rate) (A)	33.30	33.30	33.30	33.30	33.30	
21 Transmission Adjustment (A)	2.24	2.24	2.24	2.24	2.20	
22 2011 Provider Last Resort Charge (F)	4.60	4.60	4.60	4.60	4.60	
23 Environmental Investment Carrying Cost Rider (G)	0.92	0.92	0.92		0.92	
24	61.27	61.27	61.27	61.27	61.23	-
25	90%	80%	70%	66%	56%	
26	55.14	49.02	42.89	40.32	34.17	-
27 Market Rate Offer	57.47	57. 4 7	57. 4 7	72.32	72.32	
28 Alternative Energy Requirement (E)	0.54	0.79	0.79		1.28	
29	58.01	58.26	58.26			
30	10%	20%	30%			
31	5.80	11.65	17.48		32.53	
32 Weighted MRO	60.94	60.67	60.37	65.40	66.70	63.14
33 ESP Benefit	-3.69	-5.82	-8.23	-3.19	-6.88	-5.21
			-			

Source

- (A) Exhibit DMR-1
- (B) David M. Roush Work Papers
- (C) Exhibit AEM-2
- (D) Exhibit DMR-8, Exhibit PJN-4 7/1/11 Supplemental Testimony
- (E) Exhibit LJT-1
- (F) Exhibit DMR-1 Application Testimony
- (G) CSP C-4 Application

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Ohio Power Company

ESP	Prices are \$ pe	er MWH				
		0040		June 2014-	June 2015-	Wtd
Generation Service Price	2012	2013	May 2014	-	May 2016	Average
1 Standard Offer Generation Service Rider (2012 Rates) (A)	23.30	24.50	26.00		72.32	
2 Fuel Adjustment Clause Rider (2012 Estimate) (A)	33.00	33.00	33.00	33.00	0.00	
3 Transmission Adjustment (B)	2.10	2.10	2.10		0.00	
4 Provider of Last Resort Charge (A)	0.00	0.00	0.00		0.00	
5 Enhanced Service Reliability Rider (C)	0.71	0.71	0.71		0.71	
6 gridSMART [®] Rider (C)	0.00	0.00	0.00		0.00	
7 Environmental Investment Carrying Cost Rider (A)	0.00	0.00	0.00		0.00	
8 Generation Resource Rider (D)	0.00	0.18	0.26		0.26	
9 Alternative Energy Rider	Unknown	Unknown	Unknown		Unknown	
10 Distribution Investment Rider	1.80	2.18	2.60			
11 Generation NERC Compliance Cost Recovery Rider	0.00	0.00	0.00		0.00	
12 Facility Closure Cost Recovery Rider	0.00	0.00	0.00		0.00	
13 Carbon Capture and Sequestration Rider	0.00	0.00	0.00		0.00	
14 Plug-In Electric Vehicle Tariff / Costs	0.00	0.00	0.00		0.00	
15 Storm Damage Recovery Mechanism	Unknown	Unknown	Unknown		Unknown	
16 Pool Termination or Modification Provision	Unknown	Unknown	Unknown		Unknown	
17 350 MW Customer-sited CHP, WHP, DG	Unknown	Unknown	Unknown		Unknown	·
18	60.91	62.67	64.67	64.67	73.29	65.32
MRO						
Current ESP Full Fuel						
19 Standard Offer Generation Service (2011 Rate) (B)	21.56	21.56	21.56			
20 2001-2008 Environmental Carrying Costs	-3.23	-3.23	-3.23			
21 Fuel Adjustment Clause Rider (2012 Rate) (A)	33.00	33.00	33.00			
22 Transmission Adjustment (A)	2.10	2.10	2.10			
23 2011 Provider Last Resort Charge (F)	0.00	0.00	0.00			
24 Environmental Investment Carrying Cost Rider (F)	0.00	0.00	0.00			
25	53.43	53.43	53.43			
26	90%	80%	70%			
27	48.09	42.75	37.40	35.16	29.82	
28 Market Rate Offer	57.47	57.47	57.47	72.32	72.32	
29 Alternative Energy Requirement (E)	0.54	0.79	0.79	1.03	1.28	
30	58.01	58.26	58.26	73.35	73.60	
31	10%	20%	30%			
32	5.80	11.65	17.48	25.09	32.53	
33 Weighted MRO	53.89	54.40	54.88	60.24	62.35	57.45
	55.09	<u> </u>	04.00			
34 ESP Benefit	-7.02	-8.27	-9.79			-7.87

Source

- (A) Exhibit DMR-1
- (B) David M. Roush Work Papers
- (B) Exhibit AEM-2
- (D) Exhibit DMR-8, Exhibit PJN-4 7/1/11 Supplemental Testimony
- (E) Exhibit LJT-1
- (F) Exhibit DMR-1 Application Testimony

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Columbus Southern Power Company

ESP	Prices are \$ per MWH						
Generation Service Price	2012	2013	Jan 2014- May 2014	June 2014- May 2015			
1 Standard Offer Generation Service Rider (2012 Rates) (A)	26.30	27.60	29.20	•	72.32	•	
2 Fuel Adjustment Clause Rider (2012 Estimate) (A)	33.30	33.30	33.30		0.00		
3 Transmission Adjustment (B)	2.24	2.24	2.24		0.00		
4 Provider of Last Resort Charge (A)	0.00	0.00	0.00		0.00		
5 Enhanced Service Reliability Rider (C)	0.62	0.62	0.62		0.62		
6 gridSMART® Rider (C)	0.37	0.37	0.37		0.37		
7 Environmental Investment Carrying Cost Rider (A)	0.00	0.00	0.00		0.00		
8 Generation Resource Rider (D)	0.00	0.18	0.26		0.26		
9 Alternative Energy Rider	Unknown	Unknown	Unknown		Unknown		
10 Distribution Investment Rider	1.80	2.18	2.60		0.00		
11 Generation NERC Compliance Cost Recovery Rider	0.00	0.00	0.00		0.00		
12 Facility Closure Cost Recovery Rider	0.00	0.00	0.00		0.00		
13 Carbon Capture and Sequestration Rider	0.00	0.00	0.00		0.00		
14 Plug-In Electric Vehicle Tariff / Costs	0.00	0.00	0.00		0.00		
15 Storm Damage Recovery Mechanism	Unknown	Unknown	Unknown		Unknown		
16 Pool Termination or Modification Provision	Unknown	Unknown	Unknown		Unknown		
17 350 MW Customer-sited CHP, WHP, DG	Unknown	Unknown	Unknown		Unknown		
18	64.63	66.49	68.59	· · · · · · · · · · · · · · · · · · ·	73.57	68.35	
MRO							
Current ESP Full Fuel							
19 Standard Offer Generation Service (2011 Rate) (B)	20.21	20.21	20.21	20.21	20.21		
20 2001-2008 Environmental Carrying Costs	-1.49	-1.49	-1.49	-1.49	-1.49		
21 Fuel Adjustment Clause Rider (2012 Rate) (A)	33.30	33.30	33.30	33.30	33.30		
22 Transmission Adjustment (A)	2.24	2.24	2.24	2.24	2.20		
23 2011 Provider Last Resort Charge (F)	0.00	0.00	0.00	0.00	0.00		
24 Environmental Investment Carrying Cost Rider (F)	0.00	0.00	0.00	0.00	0.00		
25 .	54.26	54.26	54.26	54.26	54.22		
26	90%	80%	70%	66%	56%		
27	48.84	43.41	37.98	35.70	30.26		
28 Market Rate Offer	57.47	57.47	57.47	72.32	72.32		
29 Alternative Energy Requirement (E)	0.54	0.79	0.79		1.28		
30	58.01	58.26	58.26	73.35	73.60		
31	10%	20%	30%	34%	44%		
32:	5.80	11.65	17.48	25.09	32.53		
33 Weighted MRO	54.64	55.06	55.46	60.79	62.79	58.05	

Source

34 ESP Benefit

- (A) Exhibit DMR-1
- (B) David M. Roush Work Papers
- (B) Exhibit AEM-2
- (D) Exhibit DMR-8, Exhibit PJN-4 7/1/11 Supplemental Testimony
- (E) Exhibit LJT-1
- (F) Exhibit DMR-1 Application Testimony

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-11.43

-13.13

-7.80

-10.79

-10.30

-10.00

AEP Ohio Electric Security Plan Stipulation Market Rate Offer Test Market Rate Offer Price Test

		2012	Jan 2013 - May 2014	Jun 2014 - May 2015	Jun 2015 - May 2016	Wtd Average
<u>(</u>	Seneration Service Price	(1)	(2)	(3)	(4)	(5) = weighted (1), (2), (3) and (4)
1 2	2011 Base ESP 'g' Rate 2011 Full Fuel*	27.12 33.01	27.04 33.00	27.04 33.00	27.04 33.00	27.06 33.00
3	Total Generation Service Price	60.13	60.04	60.04	60.04	60.06
<u>E</u>	expected Bid Price					
4 5	Competitive Benchmark - Capacity Cost Shopping Benchmark Weight	70.53 79%	74.66 66%	79.85 59%	0.00 0%	
6 7	Competitive Benchmark - RPM Shopping Benchmark Weight	57.16 21%	58.68 34%	72.32 41%	72.32 100%	
8	Expected Bid Price	67.72	69.23	76.76	72.32	71.29
<u>N</u>	IRO Pricing					
9 10	Generation Service Price Generation Service Weight	60.13 90%	60.04 77%	60.04 66%	60.0 4 56%	60.06
11 12	Expected Bid Price Expected Bid Weight	67.72 10%	69.23 23%	76.76 34%	72.32 44 %	71.29
13	MRO Annual Price	60.89	62.15	65.72	65.47	63.42
<u> </u>	MRO - ESP Price Comparison					
14 15	MRO Annual Price Stipulation ESP Price ***	60.89 59.71	62.15 61.34	65.72 62.34	65.47 73.29	63.42 63.90
16	ESP Price Benefit**	1.18	0.81	3.38	(7.82)	-0.48

^{*} Includes "Renewable and Energy Efficiency Adjustment", updated based on Forecast FAC for Jul-Sep 2011 Fuel from Case No. 11-281-EL-

^{***} Does not include all ESP Benefits included in the Settlement
*** Reflects competitive bid price of \$72.32 plus costs of GRR and ESRR

AEP Ohio

ESP	Prices are \$ per MWH					
				Jan 2015-	June 2015-	
Generation Service Price	2012	2013	2014	May 2015	May 2016	Average
1 Standard Offer Generation Service Rider	24.50	25.70	27.20	27.20	73.59	
2 Fuel Adjustment Clause Rider	33.10	33.10	33.10	33.10	0.00	
3 Transmission Adjustment	2.14	2.14	2.14	2.14	0.00	
4	59.74	60.94	62.44	62.44	73.59	64.01
MRO						
24 Current ESP Full Fuel	60.23	60.23	60.23	60.23	60.23	60.23
25	90%	80%	70%	60%	56%	73%
26	54.21	48.18	42.16	36.14	33.61	43.75
27 Market Rate Offer	58.85	61.38	73.59	73.59	73.59	67.49
30	10%	20%	30%	40%	44%	27%
31	5.89	12.28	22.08	29.44	32.53	19.25
32 Weighted MRO	60.09	60.46	64.24	65.57	66.14	63.00
32 ESP Benefit	0.35	-0.48	1.80	3.13	3 -7.45	-1.01

Reflects values shown on Attachment A to the testimony of Robert B. Fortney Market rates shown after 2014 reflect 2014 market rates to be conservative

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PJM Historical Real-time Prices AEP Zone

	On-peak	Off-peak		
	Average Price	Average Price		
Month	per MWH	per MWH		
August 2011	\$47.33	\$32.18		
July 2011	\$64.54	\$37.71		
June 2011	\$50.91	\$29.60		
May 2011	\$59.16	\$35.81		
April 2011	\$45.12	\$33.04		
March 2011	\$40.20	\$32.84		
February 2011	\$40.80	\$34.70		
January 2011	\$45.83	\$37.89		
December 2010	\$48.84	\$37.77		
November 2010	\$36.66	\$31.27		
October 2010	\$34.66	\$28.28		
September 2010	\$38.02	\$26.99		

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Case No(s). 10-2376-EL-UNC, 11-0346-EL-SSO, 11-0348-EL-SSO, 11-0349-EL-AAM, 11-0350-EL-AAN

Summary: Testimony Public Version of Direct Testimony of Kevin M. Murray on Behalf of Industrial Energy Users-Ohio, Part 2 of 2 electronically filed by Ms. Vicki L. Leach-Payne on behalf of Darr, Frank P. Mr.