

**ELECTRIC DISTRIBUTION COMPANY/
COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER POWER BROKER ONLY AGREEMENT
FOR OHIO POWER COMPANY'S
OHIO RETAIL ACCESS PROGRAM**

THIS AGREEMENT is made and entered into effective as of _____, 20___, (the "Effective Date") between Ohio Power Company, an Ohio Corporation ("Company") and _____ ("Power Broker"), a _____ (State of Formation) _____(Type of Entity). The Company and the Power Broker are sometimes herein referred to singularly as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the Company is a public utility, subject to the jurisdiction of the Public Utilities Commission of Ohio ("PUCO") as to retail electric service provided within its Ohio service territory; and

WHEREAS, the Power Broker will provide Competitive Retail Electric Service (as defined in OAC 4901:1-21-01(F)), where the Power Broker will assume the contractual and legal responsibility for the sale and/or arrangement for the supply of competitive retail electric generation service to retail customers in this state without taking title to the electric power supplied as part of the Company's Choice Program ("Competitive Retail Electric Broker Services"); and

WHEREAS, an agreement between the Company and the Power Broker is needed as part of the Company's Power Broker registration process to establish and govern the business relationship between the Parties under the Company's Choice Program for Power Broker to provide Competitive Retail Electric Broker Services as a certified Competitive Retail Electric Service (CRES) Provider.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, and subject to the terms and conditions herein contained, the Parties hereby agree as follows:

Article 1. Definitions.

1.1 Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context:

- A. "Aggregator" shall have the meaning given to that term in OAC 4901:1-21-01(B).
- B. "Agreement" shall mean this Electric Distribution Company/Competitive Retail Electric Service Provider Power Broker Only Agreement for Ohio Power Company's Ohio Retail Access Program.

- C. "Business Day" shall mean any calendar day or computer processing day in the Eastern U.S. time zone, on which the general office of the Company is open for business with the public.
 - D. "Business Partner Portal" shall mean the Company's secure web-enabled interface that contains customer usage data and meter attributes, access to specific customer data therein requires that advance written consent and approval be obtained by the Power Broker from an individual customer.
 - E. "Choice Program" shall mean the program implemented by the Public Utilities Commission of Ohio to provide electric utility customers with choice pursuant to Am. Sub. S. B. No. 3.
 - F. "Company's Retail Tariff" shall mean the Company's tariff on file with the PUCO, including all standard terms and conditions of service, terms and conditions of service for Choice Program participants, and open access distribution rate schedules.
 - G. "AEPCH" shall mean the clearing house operated by the Company's service company
 - i. or designee, which coordinates and communicates data related to such things as, but not
 - ii. limited to, enrollment and switching, estimation and reconciliation, settlement, and
 - iii. billing and reporting.
 - H. "FERC" shall mean the Federal Energy Regulatory Commission, or any successor thereto.
 - I. "PJM" shall mean PJM Interconnection LLC.
 - J. "PJM OATT" shall mean the Open Access Transmission Tariff of the PJM Interconnection LLC or any successor thereto, on file with the FERC.
 - K. "PUCO" or "Commission" shall mean Public Utilities Commission of Ohio.
- 1.2 Additional definitions controlling this Agreement are contained in the PUCO rules and orders and/or the Company's Retail Tariff, or appear in subsequent parts of this Agreement, as required.
- 1.3 Unless the context plainly indicates otherwise, words imparting the singular number shall be deemed to include the plural number (and vice versa); terms such as "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Agreement rather than any particular part of the same.

Article 2. Scope of Agreement.

- 2.1 The Parties named in this Agreement are bound by the terms set forth herein and otherwise expressly incorporated herein by reference.
- 2.2 This Agreement shall govern the business relationship between the Parties and constitutes a part of the Company's registration process, the successful completion of which is necessary before the Power Broker is authorized to begin providing Competitive Retail Electric Broker Services in the Company's Ohio service territory.
- 2.3 Aside from Competitive Retail Electric Broker Services, this Agreement does not authorize or cover the provision of any other Competitive retail electric services, as defined in and by Ohio Revised Code 4928.01 (A) (4), 4928.01 (A) (27), & 4928.01 (B) (herein, "Competitive retail electric service(s)"), other than the Competitive Retail Electric Broker Services and Aggregator Services, and Power Broker acknowledges and agrees that it is only authorized to access the Business Partner Portal in connection with: (a) the provision of Competitive Retail Electric Broker Services, and; (b) its provision of services as an Aggregator, solely to the extent that Power Broker is certified as an authorized provider of such services by PUCO, and for no other purpose, and before Power Broker accesses customer specific data in the Business Partner Portal, Power Broker will have secured the advance written consent and approval of any individual customer to gain such access, and will retain such written consent and approval in its files, for inspection by the Commission, Commission staff and/or the Company. To provide any other Competitive retail electric services, Power Broker must first, if it has not already done so, separately register with the Commission to provide such services and then separately register with the Company to provide such services, and complete all other documentation and testing required by the Company, and the provision of such other Competitive retail electric services shall be governed by other documentation and agreements with the Company, not this Agreement.
- 2.4 The Company's Retail Tariff is incorporated herein by reference and made part hereof.

Article 3. Representations and Warranties.

- 3.1 The Power Broker represents and warrants that it is a _____, duly organized, validly existing and in good standing under the laws of the State of _____, and that it is authorized to do business, and is in good standing, in the State of Ohio.

- 3.2 If Power Broker is a member of PJM, the CRES Provider represents and warrants that it has completed all required actions relative to membership in PJM.
- 3.3 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.
- 3.4 Each Party represents and warrants that (a) it has the full power and authority to execute this Agreement and to fulfill its terms and conditions; (b) the execution and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 3.5 Each Party represents and warrants that there are no actions at law, suits in equity, proceedings or claims pending or threatened against it before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the performance of its obligations hereunder.
- 3.6 Each Party represents and warrants that it is and shall remain in compliance with all applicable laws and tariffs, including, without limitation, applicable rules and regulations of the Commission.
- 3.7 The Power Broker represents and warrants that it has obtained a certification from the PUCO to provide Competitive Retail Electric Broker services to retail customers located within the Company's service territory under the Choice Program, and that it will maintain that certification in good standing throughout the life of this Agreement, and that if it does not maintain such certification in good standing, Power Broker will suspend the provision of Competitive Retail Electric Broker Services on and after the date it loses such certification.
- 3.8 The Power Broker represents and warrants that the information provided by the Power Broker in and in connection with the Annual Power Broker Registration Application for the State of Ohio is true and accurate. The Power Broker further represents and warrants that, within no later than 21 days of becoming aware of such facts, it will notify the Company in writing, in accordance with Article 16 hereof, if there are any changes in the financial or credit information supplied to the Company on the Power Broker's Registration Application, or if there are any material changes to any other information supplied on the Power Broker Registration Application.

- 3.9 The Power Broker represents and warrants that it will obtain and maintain written authorization from each of its customers or prospective customers before it seeks to obtain from the Company that customer's historical demand and energy usage data and Power Broker will maintain such written authorizations in its records and provide such authorizations for review by the Company upon the Commission's, Commission Staff's or Company's request.
- 3.10 If either Party learns that any of the representations and/or warranties contained in this Agreement has been violated or are false or misleading in any material respect when made or deemed made or repeated, such Party shall immediately notify the other Party in writing.
- 3.11 All representations and warranties contained in this Article shall continue for the term of this Agreement.

Article 4. Obligations of the Parties.

- 4.1 The Company and the Power Broker shall cooperate in order to ensure the provision of any Competitive Retail Electric Broker Services by the Power Broker to customers shall be in accordance with PUCO orders, and the Company's Retail Tariff, and PJM's OATT, as applicable. Each Party shall (a) exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.
- 4.2 The Power Broker and the Company shall supply to each other all data, materials or other information specified in this Agreement, or that may otherwise be reasonably required by the Power Broker, the Company, or the PUCO in connection with their obligations under this Agreement, in a thorough and timely manner. Power Broker will not be involved with the AEPCH regarding the coordination and communication of information and/or data transfers, as that activity is associated with other CRES Providers.
- 4.3 Power Broker agrees, at all times, to comply with the CRES Provider Credit Requirements contained in the Company's Retail Tariff. If Power Broker's participation in the Company's Choice Program terminates for any reason, Power Broker shall maintain any and all financial security instruments that Power Broker was required to provide pursuant to Company's Retail Tariff, until such time as the Company has determined that the Power Broker has fully satisfied and discharged all of its obligations to Company.

- 4.4. The Power Broker shall (a) obtain and maintain a certification from the Commission and any licenses, permits or other authorizations from any other federal, state or local agencies required to offer Competitive Retail Electric Broker Services in the Company's Choice Program; (b) complete all applications and/or forms including renewal applications, and execute any agreements required for the Power Broker's participation in the Company's Choice Program; and, (c) if required, provide to the Company, and maintain during the term of this Agreement, the type (in the format and amount specified by the Company) of financial security (i.e. collateral) required by the Company to safeguard the Company and its customers from losses or additional costs incurred due to any non-performance on the part of the Power Broker. The foregoing requirements represent conditions precedent to the Company's obligations hereunder.
- 4.5 Subject to Power Broker remaining in compliance with the terms of this Agreement, Company will provide the Power Broker with access to the Business Partner Portal.

Article 5. Load Profiles.

- 5.1 During the term of this Agreement, the Company intends to post average customer load profile information, for classes that will utilize load profiling to its AEP Ohio website, Customer Choice web page, Load Profile link. These profiles are for informational purposes only and the Company makes no representations or warranties of any kind regarding either the availability or use of such load profiles.

Article 6. Confidentiality of Information.

- 6.1 Customer-specific information will not be provided to the Power Broker without a customer's affirmative written authorization via the AEP Ohio Letter of Authorization, and the Power Broker shall keep confidential all customer-specific information supplied by the Company, unless the Power Broker has the customer's affirmative written authorization to do otherwise.
- 6.2 All Company information made available by the Company to the Power Broker pursuant to this Agreement, including, without limitation, class load profile data and information regarding the Company's computer systems or communications systems, shall not be disclosed to third parties without the prior written consent from the Company.
- 6.3 If the Power Broker becomes legally compelled to disclose any of the information required to be kept confidential pursuant to Sections 6.1 and 6.2, the Power Broker shall immediately notify the Company of the requirement to disclose. In such case, the Power Broker shall cooperate with the Company to enable it

to obtain protective treatment of the information. If the Power Broker is nonetheless required to disclose information the Power Broker shall furnish only that portion of the information, which is legally required.

Article 7. Billing Options Offered to a CRES Provider's Customers.

7.1 Power Broker will ensure that before it communicates billing options available to a customer from a CRES Provider under the Company's Choice Program (i.e. CRES Provider consolidated billing, separate Company and CRES Provider bills (Dual Billing); Company Rate Ready billing, and Company consolidated billing) that such CRES Provider shall have executed the appropriate agreements with the Company for such CRES Provider to offer such billing options.

Article 8. Metering Service Options Offered to a CRES Provider's Customers.

8.1 Power Broker will ensure that before it communicates metering service options available to a customer from a CRES Provider under the Company's Choice Program (i.e. the provision by a meter service provider ("MSP") of an electric meter, including meter sale or rental, and/or physical metering service, including meter installation, removal, maintenance, repair, calibration, and testing; and the provision by a meter data management agent ("MDMA") of meter information service, including data collection, processing (validation, editing, and estimation), storage, and communication.) that such CRES Provider shall have executed the appropriate agreements/addendums with the Company for such CRES Provider to offer such metering service options.

Article 9. Effective Date and Termination of Agreement.

9.1 The term of this Agreement shall commence as of the Effective Date and shall continue for a period of the lesser of (a) one year or (b) until March 1 (the "Renewal Date"), unless sooner terminated as provided in Section 9.2. Notwithstanding the Effective Date, the Power Broker acknowledges that it may not begin supplying any Competitive Retail Electric Broker Services prior to the time it is in compliance with the provisions of this Agreement, PUCO orders and rules, and the Company's Retail Tariff.

9.2 This Agreement shall or may be terminated as follows:

9.2.1 In the event the Power Broker ceases to provide any Competitive Retail Electric Broker Service to customers in the Company's service territory or otherwise withdraws from the Choice Program, and so notifies the Company in writing in accordance with the notice requirements of Article 16, this Agreement shall terminate.

- 9.2.2 In the event the Power Broker is no longer a certified CRES Provider to provide Competitive Retail Electric Broker Service or otherwise loses its PUCO certification or loses its authorization to conduct business in the State of Ohio, this Agreement shall terminate.
- 9.2.3 In the event of a Default (as defined in Section 10.1 of Article 10) by Power Broker ("Defaulting Party"), the Company ("Non-Defaulting Party") may terminate this Agreement by providing written notice to the Defaulting Party, without prejudice to any remedies at law or in equity available to the Non-Defaulting Party by reason of the event of Default.
- 9.2.4 In the event that the Company elects in its sole discretion to terminate the Agreement by providing not less than thirty (30) days prior written notice to the Power Broker.
- 9.3 Upon termination of this Agreement, the Power Broker shall no longer be registered with the Company or authorized to provide Competitive Retail Electric Broker Services in the Company's Choice Program.
- 9.4 The termination of this Agreement for any reason shall not relieve the Company or the Power Broker of any obligation accrued or accruing prior to such termination.
- 9.5 Unless there is an Event of Default or other non-compliance hereunder, or either party gives notice of termination thirty (30) days prior to the upcoming Renewal Date, this Agreement shall automatically renew for successive one year terms from such Renewal Date.

Article 10. Events of Default and Remedies.

- 10.1 A Power Broker is in default of its obligations under the Company's Choice Program if any one or more of the following "Events of Default" occurs:
- 10.1.1 The Power Broker fails to perform or breaches any material obligation under this Agreement or the Company's Retail Tariff, the PUCO orders and rules, or, as applicable, PJM's OATT, within the requisite time frames, including, without limitation, any credit or security requirements;
- 10.1.2 The Power Broker fails to fully pay an invoice from the Company within three Business Days following the due date of the invoice;
- 10.1.3 The Power Broker is decertified by the PUCO or is otherwise declared ineligible to participate in the Ohio Customer Choice Program or the Company's Customer Choice Program;
- 10.1.4 The Power Broker's action or inaction has or will jeopardize the operational integrity, safety, or reliability of the Company's transmission or distribution system;

- 10.1.5 The Power Broker or its agent performing services on behalf of Power Broker is in default of any agreement with or requirement of PJM, or any other required authorization of the Power Broker is actually revoked;
- 10.1.6 The Power Broker directs or causes a CRES Provider to misuse the Company's Consolidated and Bill-Ready Billing option by incorrectly using the name of the Company or the name of one of the Company's affiliates in a charge description or otherwise using this billing option in a misleading or defamatory manner;
- 10.1.7 The Power Broker voluntarily withdraws from the Company's Customer Choice Program;
- 10.1.8 With respect to, if any, a Power Broker's guarantor or issuer of a Letter of Credit: (i) if any representation or warranty made by such guarantor or issuer in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated; (ii) the failure of such guarantor or issuer to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this Agreement and such failure shall not be remedied within three (3) business days after written notice; (iii) such guarantor or issuer shall repudiate, disaffirm disclaim or reject, in whole or in part, or challenge the validity of, as applicable any guaranty or Letter of Credit; or (iv) the failure of a guarantor's guaranty or issuer's Letter of Credit to be in full force and effect for purposes of this Agreement (other than in accordance with its terms) prior to the satisfaction of all obligations of the Power Broker to which such guaranty shall relate without the written consent of the Company.
- 10.1.9 The Power Broker or, if applicable, its guarantor files a voluntary petition in bankruptcy or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it; has an involuntary petition in bankruptcy filed against it; is insolvent; has a receiver, liquidator, administrator, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or is generally unable to pay its debts as they fall due.
- 10.2 If an Event of Default with respect to a Power Broker shall have occurred, the Non-Defaulting Party shall be entitled to, without limitation, (a) suspend Power Broker's activities in the Company's Ohio Choice

Program and shall not be permitted to provide Power Broker Services to any customers (new or existing) in the Company's Choice Program unless it re-registers in the Company's Customer Choice Program, pursuant to the requirements of the Company's Retail Tariff; (b) pursue any and all available legal and equitable remedies available to it, including proceeding against the financial security and collateral provided by the Power Broker to the Company; and/or (c) terminate this Agreement by written notice to the Power Broker, without any liability or responsibility whatsoever.

Article 11. Dispute Resolution.

- 11.1 Disputes between a Power Broker's customer and the Power Broker and/or the CRES Provider shall be the sole responsibility of the Power Broker. At the request of the PUCO, the Company may provide input to customer rate dispute processes to the extent necessary as determined by the PUCO.
- 11.2 Disputes between a customer of the Company and the Company shall be subject to the Company's existing customer dispute resolution procedures.

Article 12. Force Majeure.

- 12.1 Neither party shall be liable for any delay in performing or for failing to perform its respective obligations under this Agreement due to any event of Force Majeure including a catastrophic weather condition (but not fluctuations in temperature no matter how extreme), flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, walkout, lockout or other labor dispute, work stoppage caused by jurisdictional and/or similar disputes, restraint by court order or public authority, or action or non-action by, or inability to obtain authorization or approval from, any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. Financial loss or other economic hardship of either Party shall not constitute an event of Force Majeure under this Agreement.
- 12.2 The obligations of either Party, so far as they are affected by the Force Majeure event, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied within a reasonable period of time. During such Force Majeure event, both Parties shall take all reasonable steps to comply with this Agreement notwithstanding the occurrence of the event. This section shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of

the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party involved in the strike, walkout, lockout or other labor dispute.

Article 13. Regulatory Authorizations and Jurisdiction.

- 13.1 The Company and the Power Broker are subject to, and shall comply with, all existing or future applicable federal, state and local laws, and all existing or future duly promulgated orders or other duly authorized actions of governmental authorities having jurisdiction over the matters covered by this Agreement.
- 13.2 This Agreement is subject to change in the future to reflect any relevant changes required by the PUCO or other Ohio state agency having jurisdiction, or by virtue of any federal or state law or regulation, and such changes shall be deemed to be binding upon the Parties, except where the right to terminate is exercised in accordance with the terms of this Agreement.
- 13.3 Any references to FERC-jurisdictional matters in this Agreement are intended solely for informational purposes and are not intended to accord any jurisdictional authority over such matters to the Commission. If anything stated herein is found by the FERC to conflict with or to be inconsistent with any provision of the Federal Power Act ("FPA"), or any rule, regulation, order or determination of the FERC under the FPA, the applicable FERC rule, regulation, order or determination of the FERC shall control.

Article 14. Limitation of Liability.

- 14.1 The Company shall have no duty or liability with respect to Competitive retail electric service or Competitive Retail Electric Broker Service before Competitive retail electric service is delivered by a CRES Provider to an interconnection point with the applicable Company rate zone.
- 14.2 The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control. The Company shall have no duty or liability with respect to Competitive retail electric service arranged for by a Power Broker before it is delivered by a CRES Provider to an interconnection point with the applicable Company rate zone.

After its receipt of Competitive retail electric service at the point of delivery by a CRES Provider (not a Power Broker), the Company shall have the same duty and liability for transmission and distribution service to its customers receiving electric energy and capacity from the Company.

- 14.3 Except as expressly provided in the Company's Retail Tariff, the Company shall have no duty or liability to a CRES Provider providing Competitive retail electric services arising out of or related to a contract or other relationship between a CRES Provider and a customer of the CRES Provider. The Company shall have no duty or liability to a Power Broker providing Competitive Retail Electric Broker Services arising out of or related to a contract or other relationship between a Power Broker, a CRES Provider and a customer of the Power Broker or the CRES Provider.
- 14.4 The Company shall switch customers to a CRES Provider consistent with the PUCO orders and rules and the Company's Retail Tariff, and shall have no liability to the Power Broker or a CRES Provider arising out of or related to a customer's decision to switch among competitive service providers and/or the Company, unless the Company is grossly negligent in switching or failing to switch a customer.
- 14.5 The Company shall not have any duties or liabilities other than those specifically set forth in this Agreement. The Company shall have no liability to the Power Broker or a CRES Provider for any consequential, indirect, incidental, special, ancillary, punitive, exemplary, or other damages, including lost profits, lost revenues, or other monetary losses arising out of any errors or omissions.

Article 15. Indemnification.

- 15.1 To the fullest extent permitted by law, the Power Broker shall defend, indemnify and hold harmless the Company from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including the Company's employees or any third parties, or any other liability incurred by the Company, including reasonable attorneys' fees, relating to performance under this Agreement, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damage were caused wholly or in part by any grossly negligent or willful act or omission of the Company. Company will notify Power Broker of any such claims or liabilities.
- 15.2 The Power Broker's obligation to defend, indemnify and hold harmless under this Article shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type

of damages, compensation or benefits payable by or for the Power Broker under any statutory scheme, including any workers compensation acts, disability benefit acts or other employee benefit acts.

Article 16. Notices.

16.1 Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by overnight mail or United States mail, postage prepaid, and addressed as follows:

If to the Power Broker:

If to the Company:

Ohio Choice Operations
AEP Ohio
700 Morrison Road
Gahanna, Ohio 43230

16.2 Notice of any change in any of the above addresses shall be given in writing in the manner specified in this Article.

16.3 Notices received after the close of a Business Day shall be deemed received on the next Business Day.

Article 17. Not a Joint Venture.

17.1 Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be separate and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

Article 18. Conflicts Between this Agreement and the Company's Retail Tariff or PJM's OATT.

18.1 Should a conflict exist or develop between the provisions of this Agreement and the relevant provisions of the Company's Retail Tariff or PJM's OATT, as approved by the PUCO and the FERC, respectively, the provisions of the Company's Retail Tariff and/or PJM's OATT shall prevail.

Article 19. Amendments or Modifications.

19.1 Except as provided in Section 13.2 of Article 13 of this Agreement, no amendment or modification shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.

Article 20. Taxes.

20.1 All present or future federal, state, municipal or other taxes imposed on the Power Broker by any taxing authority shall be the liability of the Power Broker. The Power Broker shall pay all such taxes to the applicable taxing authority to the extent required or permitted by law. If the Company is required to remit any taxes imposed upon customers directly to any applicable taxing authority, other than taxes collected by the Company directly from the Power Broker's customers, then the Power Broker shall indemnify the Company against, and will pay the Company for, all such tax amounts upon demand.

Article 21. Waiver of Rights.

21.1 No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consented to such excuse. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

Article 22. General Provisions.

22.1 The Parties agree that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

- 22.2 To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment and termination of this Agreement shall be governed by the laws of the State of Ohio.
- 22.3 The headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.
- 22.4 This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.
- 22.5 Neither Party shall have any right, power, or authority to enter any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 22.6 Cancellation, expiration or early termination of this Agreement shall not relieve the Parties of obligations that by their nature survive such cancellation, expiration or termination, including, without limitation, payment of any amounts due, warranties, remedies, promises of indemnity and confidentiality.
- 22.7 Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof, unless it materially changes the Agreement of the Parties.
- 22.8 Each of the Parties hereto acknowledges that it has read this Agreement, and the Company's Retail Supplier Terms and Conditions of Service, understands them, and agrees to be bound by their terms. This Agreement is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. All prior written or oral understandings or offers pertaining to this Agreement are hereby abrogated and withdrawn.

Article 23. Assignment and Delegation.

- 23.1 This Agreement may not be assigned by either the Company or the Power Broker without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. However, the Company may assign any or all of its rights and obligations under this Agreement, without the Power Broker's consent, to any entity succeeding to all or substantially all of the transmission and/or distribution facilities of the Company.

23.2 When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee. Any assignment in violation of this Article shall be void.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their respective authorized officials on the dates written below, to be effective as of the Effective Date.

Ohio Power Company
(the "Company")

(the "Power Broker")

By: _____

By: _____

Printed
Name: Marc D. Reitter

Printed
Name: _____

Title: Vice President, Regulatory
& Finance

Title: _____

Date: _____

Date: _____