

ORD. 1808- 2010

FIFTH AMENDMENT TO THE MASTER POWER PURCHASE AND SALE AGREEMENT PARTIAL REQUIREMENTS CONFIRMATION LETTER

THIS FIFTH AMENDMENT, dated as of _____, 20__ ("Amendment"), is entered into between American Electric Power Service Corporation, as Agent for the AEP Operating Companies, and the City of Columbus, Ohio, collectively known as the "Parties."

WHEREAS, the Parties have previously entered into a Master Power Purchase and Sale Agreement (the "Master Agreement"), dated October 19, 2006 and a Partial Requirements Confirmation Letter ("Confirmation") dated July 30, 2007, a First Amendment dated August 20, 2007, that among other things, extended the Delivery Period through May 31, 2012; and a Second Amendment dated June 22, 2009, that among other things, extended the Delivery Period through May 31, 2014; and a Third Amendment dated July 13, 2009, that among other things, adjusted the Energy Charge per MWh for Energy delivered under the Confirmation; and a Fourth Amendment dated July 20, 2009, that, among other things, adjusted the Energy Charge per MWh for Energy delivered under the Confirmation; and

WHEREAS, upon execution of this Amendment, the Parties now desire to further amend the Confirmation as hereinafter provided.

NOW THEREFORE, in consideration of the foregoing, of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following:

- 1. Amendment.** The Parties wish to memorialize that Customer has selected Quasar Energy Group, LLC ("Quasar"), to be recognized as an additional Third Party Supply generation resource, behind-the-meter, during the Delivery Period. Notwithstanding such designation, Customer has requested that Company, and not the Customer, enter into a power purchase agreement directly with Quasar, and that Company waive the requirement that Company be provided with at least six months' prior written notice. Accordingly, Company agrees to enter into such power purchase agreement with Quasar to purchase such behind-the-meter energy only, and Company hereby waives the requirement of the six-month prior written notice, as referenced in Attachment B, Section 1. Customer agrees to provide Company with the meter data information associated with the Quasar facility. Customer and Company agree that such meter data information will be added to Customer's Retail Load for billing purposes, as Company will remain the exclusive provider of Partial Requirements Service to Customer.
- 2. Miscellaneous.**
 - (a) Defined Terms.**

All capitalized terms used but not defined in this Amendment shall have the definitions ascribed to them in the Master Agreement or the Confirmation, as applicable.

(b) Other Terms.

(i) Each Party represents that it has the necessary corporate and/or legal authority to enter into this Amendment and to perform each and every duty and obligation imposed by this Amendment, and that this Amendment, when executed by a duly authorized representative of each Party, represents a valid, binding, and enforceable legal obligation of each Party. Each individual affixing a signature to this Amendment represents and warrants that he or she has been duly authorized to execute this Amendment on behalf of the Party he or she represents, and that by signing the Amendment, a valid, binding and enforceable legal obligation of said Party has been created.

(ii) This Amendment may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

(iii) This Amendment and the rights and duties of the Parties hereunder shall be governed by and construed in accordance with the laws of the jurisdiction set forth in the Master Agreement without regard to choice of law principles.

(c) Headings.

The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

All other terms and conditions of the Master Agreement and the Confirmation shall remain unchanged until such time as any additional Amendment(s) are made in writing.

[Signatures appear on next page]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the respective dates specified below, with the effective date specified in the first paragraph of this Amendment.

American Electric Power Service Corporation, City of Columbus, Ohio
as agent for the AEP Operating Companies

By: _____

Name: Kevin Brady
Title: Vice President

Date: _____, 20__

By: _____

Name: Tatyana Arsh, P.E.
Title: Director, Department of
Public Utilities

Date: _____, 20__

Approved as to form:

Richard C. Pfeiffer, Jr.
Columbus City Attorney