

## SIXTH AMENDMENT

This **SIXTH AMENDMENT** ("Amendment") is made as of January 21, 2015 by and between ecoPower Generation-Hazard LLC, a Kentucky limited liability company ("Seller"), and Kentucky Power Company, a Kentucky corporation ("Purchaser"). Each of Seller and Purchaser are sometimes referred to herein as a "Party" and collectively as the "Parties".

### RECITALS

- A. WHEREAS, Seller and Purchaser are Parties to that certain Renewable Energy Purchase Agreement dated as of March 15, 2013, as amended by that First Amendment dated June 28, 2013, that Second Amendment dated December 6, 2013; that Third Amendment dated February 26, 2014; that Fourth Amendment dated April 25, 2014, and by that Fifth Amendment dated July 25, 2014;
- B. WHEREAS, Purchaser's initial Commission Approval Application (consisting of two Commission proceedings, Case No. 2013-00144 and Case No. 2012-00578) resulted in two Commission decisions one decision dated October 10, 2013 for Case No. 2013-00144 and a second decision dated October 7, 2013 for Case No. 2012-00578;
- C. WHEREAS, both of the decisions referenced above were appealed and remain on appeal as of the date of this Sixth Amendment to the REPA;
- D. WHEREAS, should both decisions become final and non-appealable, such decisions, collectively, will not constitute a Commission Approval Order for purposes of Section 6.1(A) Purchaser's Conditions Precedent as originally set forth in the REPA;
- E. WHEREAS, as both decisions remain on appeal, Seller and Purchaser, pursuant to the Fifth Amendment to the REPA, committed to discuss potential amendments to the REPA that would address the financial risks posed by the decision in Case No. 2013-00144, but maintain Purchaser's Conditions Precedent in Section 6.1(A) as originally agreed upon and memorialized between the Parties;
- F. WHEREAS this Sixth Amendment to the REPA includes certain and necessary amendments, including without limitation, insertion of new provisions in Section 6.1 Purchaser's Conditions Precedent (Section 6.1(A), Section 6.1(B), Section 6.1(G) and Section 6.1(H)), along with amendments to existing Section 6.1,

revisions to Article 11 Security Fund, and other changes within the REPA to address and fully mitigate the financial risks posed upon Purchaser by the October 10, 2013 Commission decision in Case No. 2013-00144;

- G. WHEREAS, Seller desires to sell and deliver to Purchaser at the Point of Delivery all of the Facility's Renewable Energy Products pursuant to the terms of this REPA as amended by the Sixth Amendment, and Purchaser desires to buy the same from Seller;
- H. WHEREAS, Purchaser has accepted Seller's offer to sell Renewable Energy Products in accordance with the terms and conditions set forth in this REPA as amended by the Sixth Amendment, subject to the timely receipt of all necessary regulatory and cost recovery approvals; and
- I. WHEREAS, Section 20.10 of the REPA requires that any modification or amendment to the REPA be made in writing and signed by both Parties.

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

Definitions. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the REPA.

- 1. Amendment Effective Date. The Parties agree to amend the REPA as set forth in Section 3 hereof, which amendments will be effective as of January 21, 2015 ("Effective Date").
- 2. Amendments. The Agreement will be amended as of the Effective Date as follows:
  - a. Definitions. The following amendments are made to the Definitions section of the REPA:
    - i. "Commercial Operation Milestone" – The second sentence's reference to "January 31, 2017" is deleted and replaced with "December 31, 2018."
    - ii. "Commission Approval Order" - The following is added to the end of the definition: "With respect to the foregoing, the final, non-appealable order from the Commission reference means that the Commission order in Docket 2013-00144 shall be affirmed, without modification, by the Franklin Circuit Court in Case No. 13-CI-1272, and all subsequent appellate courts, and the Commission order in

Docket 2012-00578 shall be affirmed, without modification, by the Franklin Circuit Court in Case No. 13-CI-1398, and all subsequent appellate courts."

- iii. The defined term "Cost Event" is inserted as follows: ""Cost Event" means i) Purchaser determines in its sole discretion in a commercially reasonable manner that it could or may be required to increase its common equity position to mitigate the negative impact of this REPA on Purchaser's Credit Rating, ii) the Commission requires Purchaser to increase its common equity position due to the REPA (either in whole or in part) or iii) Purchaser is required to indemnify any third party, including, without limitation, Purchaser's customers, Seller, or the Commission for costs incurred as a result of this REPA, including the denial of any cost recovery by the Commission, in whole or in part, due to any increase in Purchaser's common equity or effectively the imposition of a reduced return on such increased common equity."
- iv. The defined term "Credit Rating" is amended and restated as follows: ""Credit Rating" means, for any Person, the S&P or Moody's senior unsecured and non-credit-enhanced long term debt rating of such Person, or, if such Person does not have a senior unsecured and non-credit-enhanced long term debt rating, the S&P or Moody's issuer rating of such Person."
- v. The defined term "Moody's" or "Moody's Investor Services, Inc." is inserted as follows: "Moody's" or "Moody's Investor Services, Inc." means, Moody's Investor Services, Inc. or its successor.
- vi. The defined term "REPA" is amended by inserting the following after the word "hereto" and immediately before the period: ", as amended from time to time"
- vii. The defined term "Second Commission Approval Application" is inserted as follows: ""Second Commission Approval Application" means an application for a Second Commission Approval Order from the Commission filed by Purchaser."
- viii. The defined term "Second Commission Approval Order" is inserted as follows: ""Second Commission Approval Order" means a final, non-appealable order from the Commission, among other things, (i) approving the terms and conditions of the Amendments to this REPA, without modification, (ii) declaring and affirming that none of the amendments to this REPA have altered or changed the validity of the Commission's October 10, 2013 Order in Case No. 2013-00144 which found that concurrent recovery of costs associated with the REPA through Kentucky retail rates via a monthly rider or monthly surcharge to Purchaser's base rates is appropriate and (iii) approving and authorizing Purchaser to enter into the Amendments to this REPA, which order is satisfactory to Purchaser in all

respects in its sole discretion, and (iv) Purchaser determines that there is a Commission Approval Order.”

- ix. The defined term “S&P”, “Standard and Poor’s” or “Standard and Poor’s Rating Services” is inserted as follows: “S&P”, “Standard and Poor’s” or “Standards & Poor’s Rating Services” means Standard & Poor’s Financial Services LLC (a part of McGraw Hill Financial) or its successor.

- b. Section 6.1 Purchaser’s Conditions Precedents. Section 6.1 Purchaser’s Conditions Precedent. is amended as follows: Section 6.1 is deleted in its entirety and replaced with the following:

“(A) Purchaser and certain of its Affiliates filed the FERC Approval Application with the FERC prior to the date of this REPA. No later than thirty (30) Days after execution of this REPA, Purchaser shall file the Commission Approval Application with the Commission, and Purchaser filed this Commission Approval Application in Docket 2013-00144 and Docket 2012-00578. The form of Purchaser’s Approval Applications and the conduct by Purchaser of any proceedings, including any settlement or appeal, related to or arising from such Approval Applications shall be determined in the sole discretion of Purchaser. Neither Seller nor any of its Affiliates, employees or agents shall engage in discussions with the Commission or the FERC or any other party to any proceedings related to the Approval Applications, or otherwise participate in any meetings with the Commission or the FERC or any such other party, or intervene in any such proceedings, without Purchaser’s consent. If the Commission fails to issue the Commission Approval Order by September 1, 2015 or the FERC fails to issue the FERC Approval Order by December 31, 2014, Purchaser, by notice to Seller delivered on or before October 1, 2015, may terminate this REPA, without any further financial or other obligation to Seller as a result of such termination except that Purchaser shall return the Security Fund to Seller; provided that, if Purchaser has not on or prior to October 1, 2015 provided notice to Seller of a termination of this REPA as a result of the failure to obtain either the Commission Approval Order or the FERC Approval Order, Purchaser shall be deemed to have waived its right to terminate this REPA for failure to achieve such condition precedent.

(B) The following amendments incorporated by the Sixth Amendment were specifically included to address and fully mitigate the financial risks imposed upon Purchaser from the Commission’s October 10, 2013 decision including, without limitation, the revisions to and additions of Purchaser’s Conditions Precedent Section 6.1(A), new Section 6.1(B),

new Sections 6.1(G) thru 6.1(I), amendments to Security Fund in Article 11, and various other amendments, including the insertion of new defined terms. With the amendments incorporated thru the Sixth Amendment, Purchaser will submit a Second Commission Approval Application with the Commission for the REPA no later than ninety (90) days following the issuance of an order (excluding interim or scheduling orders) by the Franklin Circuit Court in Case No. 13-CI-1272 that affirms, without modification, the Commission's October 10, 2013 order. The form of Purchaser's Second Commission Approval Application for the REPA and the conduct by Purchaser of any proceedings, including any settlement or appeal, related to or arising from the Second Commission Approval Application shall be determined in the sole discretion of Purchaser. Neither Seller nor any of its Affiliates, employees or agents shall engage in discussions with the Commission or any other party to any proceedings related to the Second Commission Approval Application for the REPA, or otherwise participate in any meetings with the Commission or any such other party, or intervene in any such proceedings, without Purchaser's consent. If there is no Second Commission Approval Order for the REPA, if any, by September 1, 2015, Purchaser, by notice to Seller delivered on or before October 1, 2015, may terminate the REPA including, for the avoidance of doubt, all amendments of the REPA, without any further financial or other obligation to Seller as a result of such termination, except that Purchaser shall return the Security Fund to Seller. If Purchaser has not on or prior to October 1, 2015 provided notice to Seller of a termination of the REPA including all amendments of the REPA as a result of having no Second Commission Approval Order by September 1, 2015, Purchaser shall be deemed to have waived its right to terminate this REPA, for failure to achieve such condition precedent.

(C) Purchaser and Seller agree that Purchaser, from time to time, may file with the Commission as many Cost Recovery Requests during the Term of this REPA as Purchaser deems appropriate and that Purchaser's right to terminate this REPA in the event Purchaser fails to receive a Cost Recovery Order within the Cost Recovery Approval Period shall attach to each such Cost Recovery Request. For each Cost Recovery Request filed by Purchaser during the Term of this REPA, if Purchaser determines, despite commercially reasonable efforts, that there is no Cost Recovery Order within the Cost Recovery Approval Period, Purchaser by notice to Seller delivered on or prior to forty (40) Days after expiration of the Cost Recovery Approval Period, may terminate this REPA, without any further financial or other obligation to Seller as a result of such termination; provided that Purchaser shall return the balance of the Seller Security Fund to Seller. The form and timing of any of Purchaser's Cost Recovery Requests and the conduct by Purchaser of any proceedings, including any settlement or appeal, related to or arising from any such Cost Recovery

Requests shall be determined in the sole discretion of Purchaser, and the foregoing shall not result in any waiver of Purchaser's rights under this REPA. Neither Seller nor any of its Affiliates, employees or agents shall engage in discussions with the Commission or any other party to any proceedings related to a Cost Recovery Request(s), or otherwise participate in any meetings with the Commission or any such other party, or intervene in any such proceedings, without Purchaser's consent. As of March 15, 2013 the date when Purchaser first executed this REPA, Purchaser anticipated, on a preliminary basis, submitting the first Cost Recovery Request for this REPA under all applicable and beneficial statutory and regulatory Kentucky authority, including, without limitation, Senate Bill 46 as enacted by the Kentucky General Assembly in 2013, in connection with its next base rate filing, such that Purchaser may determine whether such Commission order issued in connection therewith qualifies as a Cost Recovery Order under the REPA.

(D) In the event at any time during the Term of this REPA there is an action or order, by the Commission or otherwise, that, in Purchaser's sole determination or judgment, invalidates, terminates, revokes, modifies or disallows or has the effect of disallowing concurrent recovery by Purchaser, either on a retroactive and/or on a prospective basis, of an amount that is greater than five percent 5% of all the costs, rates, terms, or conditions associated with a Cost Recovery Order, Purchaser shall not be obligated to purchase any Renewable Energy or Renewable Energy Products under this REPA from and after such action or order, by the Commission or otherwise. This REPA shall automatically terminate on the thirty-third (33rd) Day from such action or order, without any further financial or other obligation from Purchaser to Seller as a result of such termination; provided that, Purchaser shall remain liable to Seller for any amounts due under this REPA prior to such termination and Purchaser shall return the then balance of the Security Fund to Seller. The conduct by Purchaser of any proceedings, including any settlement or appeal, related to or arising from such Commission order, along with determinations or judgments of whether a Commission order disallows or has the effect of disallowing concurrent recovery by Purchaser of an amount under Section 6.1(D) shall be determined in the sole discretion of Purchaser.

(E) In the event at any time during the Term of this REPA there is an action or order, by the Commission or otherwise, that, in Purchaser's sole determination or judgment, invalidates, terminates, revokes, or modifies or disallows or has the effect of disallowing concurrent recovery by Purchaser, either on a retroactive and/or on a prospective basis, of an amount that is less than or equal to five percent 5% of all the costs, rates, terms, or conditions associated with a Cost Recovery Order (all such

costs, rates, terms or conditions not recovered by Purchaser are referred to herein as the "Unrecovered Costs"), the Purchaser, will provide a notice of such Unrecovered Costs to Seller delivered within fifteen (15) Days of such action or service of any such order (herein, an "Unrecovered Cost Notice"), and Purchaser shall not be obligated to continue to purchase Renewable Energy Products from the date specified in such Unrecovered Cost Notice, unless and until a mutually acceptable amendment to this REPA addressing the Unrecovered Costs, as contemplated below, is signed by the Parties and the terms and conditions of the REPA amendment are authorized and approved by the Commission without modification, including authorizing Purchaser to enter into such amendment and continue to obtain concurrent recovery of costs associated with this REPA through Kentucky retail rates via a monthly rider or monthly surcharge to Purchaser's base rates. At Seller's sole option, Seller may submit to Purchaser on or prior to the expiration of the thirty-six (36) Day period from such action or issuance of a Commission order, an unconditional, written, binding offer to indemnify Purchaser for all (but not less than all) of the Unrecovered Costs as follows: (i) in the case of any Unrecovered Costs that at such time have already been incurred by Purchaser, by netting the amount of such Unrecovered Costs against the immediately subsequent invoice issued by Seller following receipt of Purchaser's invoice for such Unrecovered Costs, and (ii) in the case of any such any Unrecovered Costs that will not be incurred by Purchaser until a later date, by netting the applicable amount of such later Unrecovered Costs against the immediately subsequent invoice issued by Seller following receipt of Purchaser's invoices for any such Unrecovered Costs. For the avoidance of doubt, Purchaser shall issue invoices for Unrecovered Costs to Seller in the ordinary course of its business as and when it actually incurs such Unrecovered Costs. If Seller submits an offer expressly complying with the terms of this Section 6.1(E) within such thirty-six (36) Day period and an amendment to this REPA satisfactory to Purchaser in all respects is executed by both Parties to memorialize the terms of such offer on or before the expiration of thirty-nine (39) Days from issuance of a Commission order pertaining to Unrecovered Costs, then Purchaser's right to terminate this REPA based on any such Commission order or action shall for such Commission order expire once the Commission approves the terms and conditions of the amendment without modification, and it authorizes Purchaser to enter into such amendment and continue to obtain concurrent recovery of costs associated with this REPA through Kentucky retail rates via a monthly rider or monthly surcharge to Purchaser's base rates. Absent such Commission approval of the foregoing, Purchaser may terminate this REPA upon notice to Seller. If Seller fails or elects not to submit an offer expressly complying with the terms of this Section 6.1(E) and/or an amendment to this REPA satisfactory to Purchaser in all respects is not executed by both Parties to

memorialize the terms of such offer on or before the thirty-ninth (39th) Day from such action or issuance of the Commission order pertaining to Unrecovered Costs, this REPA shall terminate automatically upon the expiration of the period that is forty (40) Days from such action or issuance of the Commission order without any further action of either Party and without any further financial or other obligation from Purchaser to Seller as a result of such termination. Purchaser and Seller further agree that in the event the Parties amend the REPA pursuant to this provision, that Purchaser may submit more than one notice pertaining to Unrecovered Costs during the Term of this REPA and that Purchaser's right to terminate this REPA based on the provisions of this Section 6.1(E) shall attach to each such Commission order or action pertaining to Unrecovered Costs. The conduct by Purchaser of any proceedings, including any settlement or appeal, related to or arising from any Commission order that results in Unrecovered Costs, shall be determined in the sole discretion of Purchaser. Under Section 6.1(E), Purchaser's determination of, whether an action or order by the Commission or otherwise, disallows or has the effect of disallowing concurrent recovery of an amount that is equal to or less than five percent (5%) of all the costs, rates, terms or conditions of this REPA shall not be made arbitrarily.

(F) If the Mitchell Transaction shall not have occurred before January 1, 2014, Purchaser, by notice to Seller delivered on or before January 15, 2014 may terminate this REPA, without any further financial or other obligation to Seller as a result of such termination except that Purchaser shall return the Security Fund to Seller; provided that, if Purchaser has not on or prior to January 15, 2014 provided notice to Seller of a termination of this REPA as a result of the failure of the Mitchell Transaction to occur, Purchaser shall be deemed to have waived its right to terminate this REPA for failure to achieve such condition precedent.

(G) In the event at any time during the Term of this REPA there is a Cost Event, Purchaser may immediately make draw(s) on the Security Fund, from time to time, in amounts to fully mitigate all financial impacts to Purchaser with respect to the Cost Event, determined by Purchaser on an overall basis (including, without limitation, the impact of a monthly return on equity related to the Cost Event, calculated at the Commission's then approved return on equity for Purchaser, with all such financial impacts to be based on or calculated on a grossed up or a tax adjusted basis, to cover all federal, state and local taxes). Purchaser shall have the sole and exclusive right to determine, in Purchaser's sole discretion in a commercially reasonable manner, the amount of individual draw(s) from the Security Fund, from time to time, and promptly after any individual draw, but no later than ten (10) Days after the draw, Purchaser will provide Seller with a written summary that explains the amount of the individual

draw. In the event that a Purchaser draw on a letter of credit in the Security Fund is not promptly and timely honored by the Issuer or in the case of a payment guaranty, is not promptly and timely honored by the Issuer, this REPA will be terminated, without any further financial or other obligation to Seller as a result of such termination; provided that, Purchaser shall remain liable to Seller for amounts due under this REPA prior to such termination. In the event Seller fails to fully restore and replenish within ten (10) Business Days the Security Fund after a draw by Purchaser under this Section 6.1(G), this REPA will be terminated, without any further financial or other obligation to Seller as a result of such termination; provided that, Purchaser shall remain liable to Seller for amounts due under this REPA prior to such termination. Not earlier than ten (10) days or later than thirty (30) days after Seller restores and replenishes the Security Fund after any Purchaser draw under this Section 6.1(G), if Seller has concerns that Purchaser's determination of the amount of an individual draw is materially in error, Seller may request that senior representatives of Purchaser reconsider Purchaser's determination. Promptly after Purchaser's senior representatives reconsider its determination of the amount of an individual draw, Purchaser will determine in its sole discretion whether the amount of the most recent draw on the Security Fund should be adjusted, and Purchaser will inform Seller whether an adjustment is or is not appropriate.

(H) In the event at any time during the Term of this REPA Seller fails to comply with its obligations under Section 11.1 or an Issuer of a Security Fund instrument that is for the benefit of Purchaser fails to honor any draw or demand by Purchaser with respect to such Security Fund Instrument, Purchaser shall not be obligated to purchase any Renewable Energy or Renewable Energy Products under this REPA from and after such event, action or inaction. This REPA shall automatically terminate on the Day of such event, action or inaction, without any further financial or other obligation from Purchaser to Seller as a result of such termination; provided that, Purchaser shall remain liable to Seller for any amounts due under this REPA prior to such termination, to the extent such amounts are not netted against amounts owed by Seller under Section 6, and Purchaser shall return the then remaining balance, if any, of the Security Fund to Seller.

(I) For the avoidance of doubt, the Parties mutually agree that none of the Purchaser conditions precedents listed in a subpart of this Section 6.1 (for example and not by way of limitation Section 6.1(E)) shall limit or otherwise impair or restrict any of the other Purchaser's conditions precedents listed in the other subparts of this Section 6.1."

c. "Section 6.2(A)(2) Seller's Conditions Precedents." Section 6.2(A)(2) is amended by deleting "April 15, 2014" and inserting in its place "April 1, 2016".

d. "Section 7.1 Sale and Purchase." Section 7.1 is amended by inserting immediately after the word "rates" and before the period in the first sentence, the following: "or any other risks associated with costs outlined in Section 6.1".

e. "Section 8.1 Payments at Contract Rate." Section 8.1 is amended by inserting immediately after the words "Delivery Period" and before the comma in the first line of the sentence the words "and subject to Section 6.1".

f. "Section 8.2 No Payment Obligation." Section 8.2 is amended by deleting the word "or" immediately before "(iii)" and inserting at the end of the sentence after the words "Point of Delivery" and before the period, the following: ", (iv) occurs after Seller fails to timely replenish the Security Fund as required by the REPA, or (v) a Purchaser draw from the Security Fund is dishonored or refused for any reason"

g. "Section 11.1 Seller Security Fund." Section 11.1 is deleted in its entirety and replaced with the following:

"(A) Seller shall establish the Security Fund at the initial amount of \$250,000 no later than thirty (30) Days after the date that this REPA is fully executed, which amount will be increased to \$1,000,000 no later than October 31, 2015 and further increased to \$5,000,000 no later than sixty (60) Days following Purchaser's notice that (a) Purchaser has received the Approval Orders and (b) the Mitchell Transaction has occurred, finally, increased to \$15,000,000 forty five (45) days before COD. Seller shall thereafter maintain the Security Fund at such level throughout the Term and for the period after any termination of this REPA as set forth in Section 11.1(F), and Seller and shall be obligated, in the event Purchaser makes any draw on the Security Fund, to promptly, within no longer than ten (10) Business Days, replenish and restore the Security Fund at all times to the levels set forth above; provided that if i) this REPA is

terminated by Purchaser pursuant to Sections 6.1 or 11.2, or ii) this REPA is terminated by Seller pursuant to Sections 6.2 or 11.2, Purchaser shall release the remaining undrawn portion of the Security Fund to Seller as provided in Section 11.1(F), provided, further, if prior to the date in Section 11.1(F), Purchaser is unable to quantify the amount of a draw from the Security Fund, Purchaser shall be entitled to make a good faith estimate of the draw amount and make such draw from the Security Fund. Except as set forth in Section 6.1 (G), Purchaser will promptly after any draw(s) from the Security Fund, provide a courtesy communication to Seller of the draw from the Security Fund, and provide a courtesy copy of such communication to the Facility Financing Representative promptly after any draw(s) from the Security Fund.

(B) In addition to any other remedy available to it, Purchaser may, before or after termination of this REPA and so long as the Security Fund is required to be outstanding after termination of this REPA pursuant to Section 11.1(F), draw from the Security Fund to either i) recover damages resulting from any breach by Seller of its obligations hereunder or ii) for costs as a result of Section 6.1, including, without limitation, Section 6.1(G) or Section 6.1(H). Purchaser may, in its sole discretion, draw all or any part of such amounts due to it from any form of Security Fund, and from all such forms, and in any sequence Purchaser may select. Any failure to draw upon the Security Fund or other security for a) any damages or other amounts due to Purchaser or b) amounts due to Purchaser under Section 6.1, shall not prejudice Purchaser's rights to recover such damages or amounts in any other manner.

(C) The Security Fund shall be maintained, restored and replenished at all times within ten (10) Business Days to the levels set forth above and required hereunder, at Seller's expense, shall be issued by or deposited in an Issuer (as applicable), and shall be in the form of one or more of the following instruments. With prior notice and Purchaser's consent, Seller may replace the form of the Security Fund from time to time, but the Security Fund must at all times be equal to or greater than the amounts set forth in Section 11.1(A) and must be comprised of one or any combination of the following:

(1) An irrevocable standby letter of credit in substantially the form of Exhibit L from an Issuer that is a Creditworthy Bank. Such security must be issued for a minimum term of three hundred and sixty (360) Days. Seller shall cause the replenishment, renewal or extension of the security for additional consecutive terms of three hundred and sixty (360) Days or more (or, if shorter, the remainder of the period described in Section 11.1(F)) no later than thirty (30) Days prior to each expiration date of the security. If the security is not replenished as required by this REPA (such

condition, the "Failure to Replenish Condition"), renewed as required by this REPA (such condition, the "Failure to Renew Condition") or extended as required by this REPA (such condition, the "Failure to Extend Condition"), Purchaser shall have the right to draw immediately upon the letter of credit and be entitled to first apply such amounts to any Section 6.1(G) or (H) amounts and hold the remaining amount so drawn as security in the form of "Cash" as defined below, provided Purchaser satisfies the conditions of Section 11.1(C)(2)(i). If Purchaser does not meet the conditions of Section 11.1(C)(2)(i), Purchaser will after first applying such amounts to any Section 6.1(G) or (H) amounts, place the remaining amounts so drawn in an interest bearing account or escrow in accordance with Section 11.1(C)(2)(ii), until and unless, a) Purchaser has another Section 6.1(G) or (H) draw, or b) Seller provides a substitute form of such security meeting the requirements of this Section 11.1. Such amounts shall constitute part of the Security Fund pursuant to Section 11.1(C)(2) for all purposes of this REPA (including for the return of such remaining Cash to Seller according to Section 11.1(F)).

(2) United States currency ("Cash") deposited with (i) Purchaser, provided that Purchaser satisfies the following conditions: (a) it is not a defaulting Party and (b) Purchaser is a Creditworthy Entity. In such event, Purchaser will pay interest to Seller on Cash held at the Federal Funds Effective Rate and may draw on the Cash as provided in this REPA; or (ii) if, and only if, Purchaser does not meet the aforementioned conditions of Section 11.1(C)(2)(i), then the Cash shall be held with an Issuer that is a Creditworthy Bank, either: (a) in an account under which Purchaser is designated as beneficiary with sole authority to draft from the account or otherwise access the security only in the circumstances, and in the amounts, as specified in this REPA; or (b) held by Issuer as escrow agent with instructions to pay claims made by Purchaser pursuant to this REPA, such instructions to allow drawing by Purchaser only in the circumstances, and in the amounts, as specified in this REPA. Security held pursuant to Section 11.1(C)(2)(ii) shall be subject to the following: (x) include a requirement for prompt notice to Purchaser from Seller in the event that the sums held as security in the account or escrow do not at any time meet the required level for the Security Fund as set forth in this Section 11.1 and (y) funds held in the account or escrow may be deposited in a money-market fund, short-term treasury obligations, investment-grade commercial paper and other liquid investment-grade investments with maturities of three months or less, with all investment income thereon to be taxable to, and to accrue for the benefit of, Seller. Seller grants to Purchaser a present and continuing first priority security interest in all Cash which has been transferred to Purchaser or held by Issuer. At such times as the balance of Cash held by Purchaser or by Issuer exceeds the amount of Seller's obligation to

provide security hereunder, Purchaser shall remit to Seller on demand any excess in the account above Seller's obligations.

(3) A guaranty in substantially the form of Exhibit M from an Issuer that is a Creditworthy Entity.

(D) If the Issuer of any Security Fund instrument ceases to be a Creditworthy Bank (in the case of a letter of credit Issuer or holder of Cash) or a Creditworthy Entity (in the case of an Issuer of a payment guaranty) or any Security Fund instrument ceases to be in full force and effect, then Seller shall be required to replace the affected Security Fund instrument with another Security Fund instrument meeting the criteria set forth in Section 11.1(C) no later than seven (7) Days after such event. If the Security Fund instrument is a letter of credit and there is a Failure to Replenish Condition, Failure to Replace Condition, or a Failure to Extend Condition, Purchaser shall have the right to draw immediately upon the letter of credit and be entitled to hold the amounts so drawn as security, provided Purchaser satisfies the conditions of Section 11.1(C)(2)(i). If Purchaser does not meet the conditions of Section 11.1(C)(2)(i), Purchaser will place the amounts so drawn, in an interest bearing account or escrow in accordance with Section 11.1(C)(2)(ii), until and unless Seller provides a substitute form of such security meeting the requirements of this Section 11.1. Such amounts shall constitute part of the security pursuant to Section 11.1(C)(2) for all purposes of this REPA (including for the return of such remaining portion of Cash to Seller according to Section 11.1(F)).

(E) When any Security Fund instrument is replaced in accordance with Section 11.1(C) or 11.1(D), (i) if the Security Fund instrument replaced is Cash, Purchaser shall immediately return the Cash (including any interest earned thereon) to Seller, or (ii) if the Security Fund instrument being replaced is not Cash, the Issuer shall be deemed released from all obligations under such replaced Security Fund instrument, and Purchaser shall execute any documents reasonably requested by Seller or the Issuer thereof to confirm such release.

(F) On the later of (i) (x) at any time before the Commercial Operation Date, sixty (60) days after the termination or expiration of this REPA, or (y) at any time after the Commercial Operations Date, one hundred eighty (180) days after the termination or expiration of this REPA or (ii) the resolution of all then-pending disputes under this REPA, (a) if Cash is part of the Security Fund, Purchaser shall immediately return to Seller such remaining balance of Cash (together with any interest earned thereon), and (b) if a guaranty or letter of credit is part of the Security Fund, the Issuer(s) that provided or issued such Security Fund instrument shall be

deemed released from all obligations under such Security Fund instrument after the applicable date, and Purchaser shall execute any documents reasonably requested by Seller or the Issuer thereof to confirm such release.

(G) In the event that Purchaser draws against the Security Fund provided and it is subsequently determined that Purchaser was not entitled to do so, then Purchaser shall repay such amount, dollar for dollar, to Seller, together with all reasonable costs and expenses incurred by Seller in connection with such drawing, plus interest thereon at the rate set forth in Section 9.2."

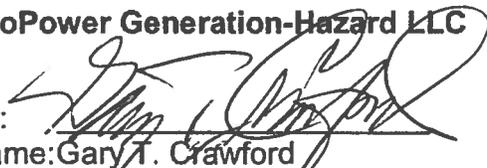
- h. Section 11.2 Early Termination Right of Seller; Termination Prior to Financial Closing. Section 11.2 (C) thru (F) are amended by deleting all references to "May 31, 2015" within such sections and inserting "January 1, 2016" in its place and by deleting all references to "Financing" within such sections and inserting "Financial" in its place.
- i. Section 13.9 Dispute Resolution. Section 13.9(A) is amended by deleting the subpart in its entirety and replacing it with the following: "(A) In the event of any dispute, controversy or claim arising out of or relating to this REPA that does not relate or pertain to Section 6.1(G), (H) or (I) (a "Dispute"), within ten (10) Days following the delivered date of a written request by either Party (a "Dispute Notice"), (i) each Party shall appoint a representative (individually, a "Party Representative", together, the "Parties' Representatives"), and (ii) the Parties' Representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. In the event the Parties' Representatives have not resolved the Dispute within thirty (30) Days after commencement of negotiations, within ten (10) Days following any request by either Party at any time thereafter, each Party Representative (I) shall independently prepare a written summary of the Dispute describing the issues and claims, (II) shall exchange its summary with the summary of the Dispute prepared by the other Party Representative, and (III) shall submit a copy of both summaries to a senior officer of the Party Representative's Party with authority to irrevocably bind the Party to a resolution of the Dispute. Within ten (10) Business Days after receipt of the Dispute summaries, the senior officers for both Parties shall negotiate in good faith to resolve the Dispute. If the Parties have not resolved the Dispute within fourteen (14) Days following receipt of the Dispute summaries by the senior officers, either Party may seek available legal and equitable remedies. For disputes, controversies or claims arising out of or relating to this REPA that relate or pertain to Section 6.1(G), (H) or (I), either Party may seek available legal and equitable remedies, if any, in connection therewith, without going through the above Dispute process."

- j. Section 20.14 Governing Law. Section 20.14 is amended by adding after the first sentence the following: "With respect to any suit, action or proceedings relating to any Dispute or dispute arising out of or in connection with this REPA ("Proceedings"), each Party irrevocably (i) submits to either the exclusive jurisdiction of the courts of the Commonwealth of Kentucky located in Franklin County, Kentucky and the United State District Court located in the Eastern District, Frankfort, Kentucky, and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party. With respect to the foregoing, each Party hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this REPA."
- k. Exhibits A, F, M, and N of the REPA are hereby amended by deleting them in their entirety and replacing them with the Exhibits A, F, M, and N attached to this Sixth Amendment.
3. General Terms.
- (a) REPA. Except to the extent expressly modified by this Amendment, all other terms and conditions of the REPA will remain unmodified and continue in full force and effect. Any reference to the REPA from and after the Effective Date will be deemed to refer to the REPA as amended hereby, unless otherwise expressly stated.
- (b) Governing Law. This Amendment will be governed by the same state whose laws govern the REPA.
- (c) Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

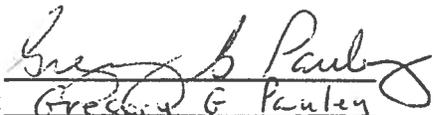
[Signatures on following Page]

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Sixth Amendment as of the date first written above.

**ecoPower Generation-Hazard LLC**

By:   
Name: Gary T. Crawford  
Title: Chief Executive Officer

**Kentucky Power Company** 

By:   
Name: Gregory G Paulley  
Title: President + CEO

**EXHIBIT A**  
**FACILITY MILESTONES**

Project Activity	Completion Date
Revised Air Permit V-10-013-R1	APRIL 24, 2013
Construction Start Date	April 22, 2013
PJM Interconnection Services Agreement	June 1, 2016
Financial Closing	July 1, 2016
Final Equipment Procurement (FNTP)	July 1, 2016
Commercial Operation Milestone	December 31, 2018

**EXHIBIT F**  
**SELLER'S REQUIRED PERMITS, CONSENTS**  
**APPROVALS, LICENSES AND AUTHORIZATIONS**

<u>Agency</u>	<u>Description</u>	<u>Status</u>
KDOW	Operational Stormwater	December 2017
City of Hazard	Process Water Discharge	June 31, 2016
KEEC	Cumulative Environmental Assessment	May 2013
KDAQ	Air Permit	April 24, 2013
KDHBC	Building Permit	By EPC



## EXHIBIT M

### FORM OF GUARANTY

This Guaranty Agreement (the "Guaranty") is made by \_\_\_\_\_ ("Guarantor"), an \_\_\_\_\_ Corporation, in favor of Kentucky Power Company (individually and collectively, the "Counterparty").

WHEREAS, Counterparty is or may become party to that certain Renewable Energy Purchase Agreement dated as of \_\_\_\_\_ by and between [SELLER] ("Company") and the Counterparty (the "Agreement"); and

WHEREAS, the Guarantor is an affiliate of Company, and will receive substantial and direct benefits from the transactions contemplated by the Agreement and has agreed to enter into this Guaranty to provide assurance for the payment obligations of Company in connection with the Agreement and to induce the Counterparty to enter into the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. **Guaranty.** The Guarantor hereby unconditionally, irrevocably and absolutely guarantees the punctual payment when due (subject to written demand in accordance with Paragraph 6 below) of Company's payment obligations arising under the Agreement, as such Agreement may be amended or modified by agreement between Company and the Counterparty from time to time (collectively, the "Guaranteed Obligations"). In addition, Guarantor shall reimburse Counterparty for all sums paid to Counterparty by Company with respect to such Guaranteed Obligations which Counterparty is subsequently required to return to Company or a representative of Company's creditors as a result of Company's bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding. The Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations only and the Guarantor shall have no obligation to perform under the Agreement, including, without limitation, to sell, deliver, supply or transport gas, electricity or any other commodity.

Excluding any payments made in connection with any subpart of Section 6.1, including, without limitation, Subparts 6.1(G) or Section 6.1(H) of the Agreement (as such payments made by Guarantor shall not be considered or claimed by Guarantor to be improper or unjustified under any circumstances, if all remaining payments or a part of any remaining payment made by Guarantor to Counterparty hereunder is later determined to have been improper because such amount was not actually owed by Company to Counterparty under the Agreement or such remaining payment was otherwise unjustified, Counterparty

shall repay such amount to Guarantor within ten (10) business days of written demand by Guarantor together with any interest, reasonable attorneys' fees, and/or costs of collection, if any, required by the Agreement to be paid by Counterparty in the collection of such amount.

2. **Guaranty Absolute.** The liability of Guarantor under this Guaranty shall be absolute, irrevocable and unconditional irrespective of:
- (a) any defect or deficiency in the Agreement or any other documents executed in connection with any Agreement;
  - (b) any modification, extension or waiver of any of the terms of the Agreement;
  - (c) any change in the time, manner, terms or place of payment of or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from the Agreement or any other agreement or instrument executed in connection therewith;
  - (d) any sale, exchange, release or non-perfection of any property standing as security for the liabilities hereby guaranteed or any liabilities incurred directly or indirectly hereunder or any setoff against any of said liabilities, or any release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;
  - (e) except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by the Counterparty to exercise, in whole or in part, any right or remedy held by the Counterparty with respect to the Agreement or any transaction under the Agreement; or
  - (f) any change in the existence, structure or ownership of the Guarantor or Company, or any bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Company or its assets.

The obligations of the Guarantor hereunder are several and not joint with Company or any other person, and are primary obligations for which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for the Counterparty, in order to enforce payment by the Guarantor under this Guaranty, to exhaust its remedies against Company, any collateral pledged by Company, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations. This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of all such Guaranteed Obligations may be discharged, or uncollectible in any bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Company or its assets.

Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Company is or may be entitled to arising from or out of the Agreements or otherwise, except as limited herein and except for defenses arising out of the bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Company or its assets.

3. **Waiver.** Guarantor hereby waives:

- (a) except for the acceptance required from Counterparty below, notice of acceptance of this Guaranty, notice of the creation or existence of any of the Guaranteed Obligations and notice of any action by the Counterparty in reliance hereon or in connection herewith;
- (b) notice of the entry into the Agreement between Company and the Counterparty and notice of any amendments, supplements or modifications thereto; or any waiver of consent under any Agreement, including waivers of the payment and performance of the obligations thereunder;
- (c) notice of any increase, reduction or rearrangement of Company's obligations under the Agreement or notice of any extension of time for the payment of any sums due and payable to the Counterparty under the Agreement;
- (d) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice of any other kind with respect to the Guaranteed Obligations; and
- (e) any requirement that suit be brought against, or any other action by the Counterparty be taken against, or any notice of default or other notice be given to, or any demand be made on, Company or any other person, or that any other action be taken or not taken as a condition to the Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against the Guarantor.

4. **Subrogation.** The Guarantor shall be subrogated to all rights of the Counterparty against Company in respect of any amounts paid by the Guarantor pursuant to the Guaranty, provided that the Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. §509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of the Counterparty against Company or any collateral which the Counterparty now has or acquires, until all of the Guaranteed

Obligations shall have been irrevocably paid to the Counterparty in full. If (a) the Guarantor shall perform and shall make payment to the Counterparty of all or any part of the Guaranteed Obligations and (b) all the Guaranteed Obligations shall have been paid in full, the Counterparty shall, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents necessary to evidence the transfer by subrogation to the Guarantor of any interest in the Guaranteed Obligations resulting from such payment by the Guarantor.

5. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon delivery, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, or personally delivered. Notices shall be sent to the following addresses:

If to Counterparty:

Kentucky Power Company  
C/O American Electric Power Service Corporation  
155 W. Nationwide Blvd, Suite 500  
Columbus, OH 43215  
Attn: Chief Credit Officer

If to Guarantor:

[Address]

6. **Demand and Payment.** Counterparty is not entitled to make demand upon Guarantor until a default occurs in payment of any Guaranteed Obligations by Company to Counterparty. Any demand by the Counterparty for payment hereunder shall be in writing, reference this Guaranty, reference the Guaranteed Obligations, and signed by a duly authorized representative of the Counterparty and delivered to the Guarantor pursuant to Paragraph 5 hereof. There are no other requirements of notice, presentment or demand. The Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within ten (10) business days of receipt of such demand.
7. **Costs and Expenses.** In the event Counterparty engages in litigation to enforce this Guaranty, Guarantor agrees to pay, in addition to any amounts of Company which Guarantor has otherwise guaranteed to pay hereunder, any and all costs and expenses incurred by Counterparty (including reasonable attorneys' fees) in enforcing this Guaranty.
8. **No Waiver; Remedies.** Except as to applicable statutes of limitation, no failure on the part of Counterparty to exercise, and no delay in exercising, any right

hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9. **Term; Termination.** This Guaranty shall continue in full force and effect from the Effective Date until the earlier of (i) the expiration of the Agreement and (ii) the date that all of the Guaranteed Obligations shall have been fully satisfied (the "Termination Date"); provided, however, the termination of this Guaranty shall not affect Guarantor's obligations hereunder with respect to any transaction entered into prior to such Termination Date.
10. **Assignment; Successors and Assigns.** The Guarantor and the Counterparty shall not assign its rights or obligations hereunder without the prior written consent of the other party, and any assignment without such prior written consent shall be null and void and of no force or effect. Notwithstanding the foregoing, the Guarantor may without the prior written consent of the Counterparty assign its rights hereunder to any entity that purchases all or substantially all of the assets of the Guarantor, or upon a permitted assignment of the Agreement, to any entity that shall assume in writing the obligations of the Guarantor, provided such successor entity is organized and domiciled under the laws of the United States and has a credit rating equal or superior to the Guarantor (but in no event worse than at least BBB from Standard and Poor's or Baa2 from Moody's). This Guaranty shall be binding upon and inure to the benefit of the each party hereto and their respective successors and permitted assigns.
11. **Amendments, Etc.** Subject to the Guarantor's right to terminate this Guaranty pursuant to Paragraph 9 hereof, no amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and Counterparty. No waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by Counterparty. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.
12. **Captions.** The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.
13. **Representation and Warranties.**

The Guarantor represents and warrants as follows:

- (a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

- (b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.
  - (c) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditor's rights and to general equity principles.
  - (d) The person signing this Guaranty on Guarantor's behalf has been properly authorized by corporate action to do so.
14. **GOVERNING LAW. THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD OR REFERENCE TO THE CONFLICT OF LAWS PRINCIPLES OF ANY JURISDICTION.** However, if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty. The Guarantor and Counterparty jointly and severally irrevocably agree to submit to the exclusive jurisdiction of State and federal courts located in the New York, New York over any disputes arising or relating to this Guaranty and waive any objections to venue or inconvenient forum which it may have at any time to the laying of venue of any proceedings brought in any such court, and further waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings that such court does not have any jurisdiction over such party. The Guarantor and Counterparty each hereby irrevocably waive any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.
15. **Entire Agreement and Termination of Prior Guaranty.** This Guaranty constitutes the entire agreement and understanding between Guarantor and Counterparty with respect to the Guaranteed Obligations and supersedes and replaces in its entirety any and all guaranties previously issued by Guarantor to Counterparty with respect to the Guaranteed Obligations, or any part of them, (collectively, "Prior Guaranty"). Notwithstanding the fact that certain of Company's payment obligations that arise prior to the expiration or termination date of the Prior Guaranty (the "Pre-Existing Obligations") may, by the terms of the Prior Guaranty, continue to be guaranteed by the Prior Guaranty after such expiration or termination date, the Prior Guaranty is terminated for all purposes, including purposes of the Pre-Existing Obligations. All Pre-Existing Obligations are hereby deemed to be Guaranteed Obligations for the purposes of this Guaranty.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized representative effective as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ ("Effective Date").

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED TO  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

**KENTUCKY POWER COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## EXHIBIT N

### FORM OF CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this "Consent"), dated as of [\_\_\_\_], 201X, among KENTUCKY POWER COMPANY, a Kentucky corporation ("Purchaser"), ecoPower Generation-Hazard LLC, a Kentucky limited liability company ("Seller"), [FINANCIAL INSTITUTION], in its capacity as [Collateral Agent] (the "Collateral Agent") for the Secured Parties, as defined in the hereinafter defined Financing Agreement. Purchaser, Seller and the Collateral Agent shall be referred to hereunder as the "Parties" and, individually, as a "Party".

### RECITALS

Purchaser and Seller have entered into that certain Renewable Energy Purchase Agreement for Biomass Energy Resources, dated as of [\_\_\_\_], 2012 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, the "REPA" or the "Assigned Agreement").

Seller has entered into that certain [Financing Agreement] (as the same may be amended, modified or supplemented from time to time, the "Financing Agreement") relating to the construction financing of the approximately \_\_\_\_ megawatt biomass generating facility located in \_\_\_\_\_ County, \_\_\_\_\_ (the "Project"), dated as \_\_\_\_\_, \_\_\_\_\_, among Seller, the financial institutions from time to time party thereto (collectively, the "Lenders"), [Provide further description of Financing Agreement].

### AGREEMENT

#### 1. Definitions.

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

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

#### 2. Scope of Obligations.

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

3. Consent to Assignment. Purchaser hereby:

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

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

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

(d) acknowledges and agrees, subject in all respects to the conditions and limitations contained in this Consent, that none of the following shall constitute, as between Purchaser and the Secured Parties, an Event of Default by Seller under the Assigned Agreement or shall result in a termination thereof: (i) the assignment by Seller to the Collateral Agent for the benefit of the Secured Parties of a first-priority lien on and security interest in the Project (including, without limitation, the Assigned Agreement), provided such lien does not take priority over the Security Fund; (ii) the operation of the Project by any Transferee that either is a Qualified Operator or has engaged a Qualified Operator to operate and maintain the Facility upon the exercise of the Collateral Agent's and the Secured Parties' rights with respect to an Event of Default under, as defined in and in accordance with the Financing Agreement; (iii) the commencement of a foreclosure or similar proceeding to enforce the lien of the Secured Parties against the Project (including, without limitation, the Assigned Agreement); (iv) the acquisition of the rights of Seller in the Project (including, without limitation, the Assigned Agreement) in foreclosure by the Collateral Agent or any Secured Party in connection with such party's exercise of its rights and remedies, at law, in equity or otherwise (or acceptance of an absolute assignment of the Project in lieu of foreclosure); or (v) the subsequent sale, assignment, and/or conveyance of the Project (including, without limitation, the Assigned Agreement) by the Collateral Agent or any other Secured Party after acquisition of the rights of

Seller in the Project following any foreclosure or assignment in lieu of foreclosure.

4. Representations and Warranties.

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

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

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

(c) Consistent with the provisions of Section 19.3 of the Assigned Agreement, Collateral Agent for itself and on behalf of the Secured Parties, represents and warrants to Purchaser that this Consent shall not impair or affect in any manner any of Purchaser's Conditions Precedent, rights, benefits, risks and obligations set forth in Section 6.1 or 11.1 of the Assigned Agreement.

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

(a) Assignment, Amendments, Etc.

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

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

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

and control of the Project prior to or pending a foreclosure, and the Secured Parties shall cause the Project to be operated by such Qualified Operator.

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

(d) Cure Rights.

(i) Subject to the terms of this Consent, the Collateral Agent and the Secured Parties shall have the right, but not the obligation, to cure any Event of Default under the Assigned Agreement which is capable of being cured (for the avoidance of doubt, Events of Default under Section 12.1(A) and (B) are not capable of being cured, nor does a cure right apply to Section 6.1(G) or Section 6.1(H) of the Assigned Agreement).

(ii) As provided in the Assigned Agreement, the Assigned Agreement shall not be terminated automatically or terminated by Purchaser if the Collateral Agent or the Secured Parties cure each Event of Default thereunder which is capable of being cured within the cure period provided to Seller under the Assigned Agreement for such Event of Default (for the avoidance of doubt, Events of Default under Section 12.1(A) and (B) are not capable of being cured, and the extension of cure rights to Collateral Agent or the Secured Parties does not apply to matters under Section 6.1(G), or Section 6.1(H) of the Assigned Agreement).

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

Parties shall have cured all Events of Default which are capable of being cured on or prior to the completion of such proceedings.

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

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

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

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

6. Replacement Agreements. If the Assigned Agreement is rejected or terminated as a result of any bankruptcy or insolvency proceeding involving Seller, and Purchaser has been reimbursed by any Person for all amounts which would be due and payable by Seller to Purchaser under the Assigned Agreement but for such bankruptcy or insolvency proceeding, the Collateral Agent may, within thirty (30) days after such rejection or termination, certify in writing to Purchaser that the Transferee intends to perform and is capable of performing the obligations of Seller arising after the date of such certification as and to the extent required under the Assigned Agreement. In such case, Purchaser shall execute and deliver to the Transferee a new agreement (a "Replacement

Agreement") which shall be for the balance of the remaining term under such rejected Assigned Agreement. The Replacement Agreement shall contain the same conditions, agreements, terms, provisions and limitations as the original Assigned Agreement, including all of Section 6.1 (except for any requirements which have been fulfilled by Seller and Purchaser prior to such rejection or termination or any Person thereafter, it being understood that the Section 6.1 Conditions Precedent will need to be fulfilled by Purchaser in the Replacement Agreement), and except that the Transferee will be substituted where the Seller appears in Assigned Agreement.

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

8. Notices. Any communications between the parties hereto or notices provided herein to be given may be given to the addresses set forth in the table below. All notices to be given under this Consent shall be in writing and shall be (i) delivered personally, (ii) sent by certified or registered first-class mail, postage prepaid, return receipt requested, (iii) sent by a recognized courier service, with delivery receipt requested, or (iv) sent by facsimile transmission to the intended recipient at its address as set forth on the signature pages below, unless the recipient has given notice of another address for receipt of notices. All notices sent hereunder shall be deemed to have been given when transmitted by facsimile (with the receipt confirmation) or personally delivered or in the case of a notice mailed or sent by courier, upon receipt, at the address provided for herein; provided, however, if such notice is given after the close of business on a business day of the receiving party, or on a day on which the receiving party is not open for business, such notice shall be deemed to have been given on the next following business day.

If to Purchaser:

Kentucky Power Company  
C/O American Electric Power Service  
Corporation  
1 Riverside Plaza  
Columbus, OH 43215-2355  
Attn: \_\_\_\_\_  
with a copy to:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Collateral Agreement  
Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

If to Seller:

ecoPower Generation-Hazard LLC  
1256 Manchester Street  
Lexington, Kentucky 40504

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

9. Arrangements Regarding Payments. Commencing on the date of this Consent and so long as the Financing Agreement remains in effect, Purchaser hereby agrees to make all payments required to be made by it under the Assigned Agreements in U.S. dollars and in immediately available funds, directly to Collateral Agent, acting for the benefit of the Lenders for deposit into the account described immediately below, or, if Purchaser has been notified that an

Event of Default under the Financing Agreement or any Financing Document has occurred and is continuing, to such other Person and/or at such other address or account as Collateral Agent may from time to time specify in writing to Purchaser. Seller hereby instructs Purchaser, and Purchaser accepts such instructions, to make all payments due and payable to Collateral Assignor under the Assigned Agreement as set forth in the immediately preceding sentence.

Account #[\_\_\_\_\_]

10. Miscellaneous.

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

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

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

(d) Governing Law; Venue.

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

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

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

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

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

[Signature Pages Follow]

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

KENTUCKY POWER COMPANY,  
a Kentucky corporation

By: \_\_\_\_\_

Name:

Title:

Accepted and agreed:

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

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Accepted and agreed:

ECOPOWER GENERATION-HAZARD LLC,  
a Kentucky limited liability company

By:  
Name:  
Title: