

THIS AGREEMENT, made and entered into this _____ day of _____ by and between AMERICAN ELECTRIC POWER, a corporation (hereinafter called "Company") and _____ of _____ (hereinafter called "Employee").

WITNESSETH THAT

WHEREAS, Employee proposes to accept employment as an exempt employee of the Company at _____, _____ and;

WHEREAS, Employee, in order to accept such position, must move his place of residence to _____ or its environs; and

WHEREAS, Company is willing to pay the moving and incidental expenses of Employee provided Employee agrees to certain conditions.

NOW, THEREFORE, for and in consideration of the agreement hereinafter contained, Company and Employee do hereby agree as follows:

Company will pay the moving and incidental expenses of Employee in accordance with the **Relocation Expense Policy Guidelines - (Homeowner)- Exempt Employees, Non-Exempt Supervisors and Newly Hired Exempt Employees Salary Grade 26 and Above.**

Should Employee voluntarily terminate his/her employment with the Company, or be terminated for cause, within one year from the date of his/her employment, Employee, upon request of the Company, agrees to reimburse Company, promptly upon such termination, for all payments made to Employee, or in his/her behalf pursuant to the **Relocation Expense Policy Guidelines (Homeowner)- Exempt Employees, Non-Exempt Supervisors and Newly Hired Exempt Employees Salary Grade 26 and Above**, except the equity loan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

AMERICAN ELECTRIC POWER

By: _____
(Company Representative)

Date: _____

By: _____
(Employee)

Date: _____