

INITIAL CONTRACT ROUTING NOTIFICATION OF RISK

This Notification of Risk has been included with the routing of a contract that has been completed for your Business Unit. Please note that the contract file will reflect this routing and that the routing will determine who receives future contract amendments and termination notices. You must notify the Contract Analyst assigned to this contract if any of these names change so that the contract documents that you have on file mirror the original contract in our files. Failure to do so may result in your copies of the contract not reflecting its current terms.

You must also be aware of the need to protect our contract documents. This need arises from a number of sources. The following are the most generally recognized sources, but do not constitute an exhaustive list:

- ☐ They are AEP business documents and should be protected as such.
- ☐ The AEP General Terms and Conditions, except for the Professional Services Terms and Conditions, include a mutual confidentiality section.
- ☐ The General Terms and Conditions for Consulting Services, for Equipment, for Labor and Services, and for Engineering, Procurement and Construction Work contain a non-disclosure article that states, "Except as required by law, regulation, or judicial or administrative order, neither party shall disclose the terms of the Contract without the consent of the other party."
- ☐ Contract Letters may include in their body or in an Agreed Exceptions attachment additional constraints regarding access to information in the Contract.
- ☐ The contract may include licenses that restrict access to the licensed materials.
- ☐ The incorporated documents may include proposals that contain protected proprietary information.

A violation of any of the above constraints can result in potentially damaged relationships with suppliers, financial costs, and/or civil and criminal proceedings. You should familiarize yourself with your contract so that you can mitigate any of the risks that may apply to your contract.

Please retain this notification with your copies of the contract and share it with those in your Business Unit that require regular access to your copies of the contract. If you need copies routed to additional individuals, please contact the individual who routed this to you.



Contract Routing Slip

Please route to the next person on the list after reviewing the documents (and signing, if required). Please return to originator when routing is complete.

Sense of Urgency (High/Medium/Low): High

Effective Date (Contract/Release/Amendment): 01/01/2016

| ROUTING | Mail Drop | Purpose | Initials | Date Signed | |
|-----------------|-----------|------------|----------|-------------------------|--|
| Jennifer Downey | E-mail | Review | JD | 4/22/2016 10:23 AM ET | |
| Matt Curtis | E-mail | Review | MC | 4/22/2016 10:37 AM ET | |
| Scott Bishop | E-mail | Review | SB | 4/22/2016 11:08 AM ET | |
| E.J. Clayton | E-mail | Review | EC | 4/22/2016 11:41 AM ET | |
| Ranie Wohnhas | E-mail | Review | RW | 5/2/2016 8:29 AM ET | |
| Gregory Pauley | E-mail | Review | GP | 5/5/2016 8:13 AM ET | |
| Charles Patton | E-mail | Signature | CP | 5/5/2016 9:36 AM ET | |
| | | | | | |
| Sarah Padgett | AEPHQ | Originator | | | |

Date: 04/21/2016

Company: Kentucky Power Company

Contractor Name: DNV GL Energy Services USA, Inc.

Contract Number/Amendment: 028364420000X103

Release Number: 0001

Coordinator / Contract Analyst: Sarah Padgett

Contract Value: \$50,000,000

Release Value: \$6,007,420

Type (Labor, Service, Material, Service): Service

Method of Procurement (Competitive Bid, Direct Source): Competitive Bid

Description of Service/Work: Implementation of Prescriptive Custom, New Construction, Retro-Commissioning and New Manufactured Homes Programs.

WORK AUTHORIZATION
No. 028364420001X110

This Work Authorization No. 028364420001X110 ("Work Authorization") between **Kentucky Power Company** ("KPCo") and **DNV GL Energy Services USA Inc.** ("DNV GL"), is subject to and governed by the provisions of Contract No. 028364420000X103 ("Contract").

A. Effective Date

This Work Authorization is effective January 1, 2016 ("Effective Date").

B. Term

The term of this Work Authorization begins on the Effective Date and continues through December 31, 2018 unless terminated earlier in accordance with the terms and conditions of the Contract.

C. Scope of Services

DNV GL shall provide all supervision, labor, reports and specified materials necessary to implement the Commercial Incentive, New Construction, Retro-Commissioning, and New Manufactured Homes Programs (collectively "Programs") as set out in the AEP Kentucky Power Statement of Work for the Implementation of its: Commercial Incentive Program New Construction Program Retro-Commissioning Program New Manufactured Homes Program dated January 12, 2016 ("SOW"), attached hereto and incorporated herein. The parties agree that any changes to the SOW shall be made in accordance with the Change Control Plan attached hereto and incorporated herein.

D. Order of Priority

In the event of conflicts, the Contract shall be interpreted giving precedence to the document with the higher priority:

1. Contract No. 028364420000X103;
2. This Work Authorization consisting of three pages;
3. The SOW; and
4. Change Control Plan rev 2.

E. Pricing

DNV GL will invoice KPCo monthly for time and materials less a 10% labor withholding that will be earned back in accordance with KPCo performance standards described in this section. Performance Component: DNV GL will be subject to a Performance Based Incentive Structure with the following provisions:

- The Annual Performance Based Incentive Structure will be based upon a schedule through which [REDACTED]
- Each month, beginning with the January 2016 invoice, DNV GL will withhold from its invoice a monthly "holdback" calculated at [REDACTED] of the actual monthly invoice for labor costs.
- DNV GL will provide monthly forecast of program performance consisting of approved customer participation, customer project energy savings, and detailed cost breakdown.
- DNV GL and KPCo will agree to the incentive payout due once a goal has been achieved, with the holdback amount for that goal to be invoiced the following month.
- Performance Based Incentive levels are only available if the program is at or below budget or upon written authorization from KPCo.

Should KPCo at any time reduce the goal, DNV GL would be eligible to receive the full holdback recovery by achieving the lower goal.

All amounts billed on a time and material basis will be in accordance with the rates contained in the SOW which will remain fixed for the duration of this Work Authorization.

F. Invoices

DNV GL shall invoice KPCo monthly for all non-incentive fees and expenses such as administrative fees and marketing fees incurred the previous month. KPCo shall pay 100% of each properly submitted and accepted administrative invoice within forty-five (45) days of receipt.

Each administrative invoice shall include the following minimum information:

- a. A unique invoice number;
- b. This Work Authorization No. 028364420001X110;
- c. Details and itemization of activities and expenditures being invoiced;
- d. If no direct pay permit or exemption certificate, the rate and amount of taxes being billed; and
- e. Total amount of invoice.

Incentive Invoices:

DNV GL shall invoice KPCo monthly for all customer incentives paid the previous month. KPCo shall pay 100% of each properly submitted and accepted incentive invoice within fifteen (15) days of receipt. Each incentive invoice shall include services provided and the following information:

- a. Customer name and address;
- b. Date and time of completed project work; and
- c. Payment type: number and type of measures installed.

DNV GL shall e-mail invoices to: Scott Bishop at sebishop@aep.com.

G. Notices

In accordance with Article 33 of the AEP General Terms and Conditions for Labor and Services Rev. 3 dated 6/14 in Exhibit A to the Contract and therefore incorporated herein, the representatives for receipt of notice are:

For KPCo:

Scott Bishop
12333 Kevin Avenue
Ashland, Kentucky 41102
606.929.1694
sebishop@aep.com

For DNV GL:

David Richard
5777 Frantz Rd
Dublin, Oh 43017
614-364-1928
David.Richard@dnvgl.com

Kentucky Power Company

DocuSigned by:
Charles Patton
F3774996893D4CA

Name: Charles Patton

Title: President & COO

5/5/2016 | 9:36 AM ET

date

DNV GL Energy Services USA Inc.

DocuSigned by:
Richard Barnes
2D5AE142F4DB41C...

Name: Richard Barnes

Title: Director

4/29/2016 | 12:20 PM ET

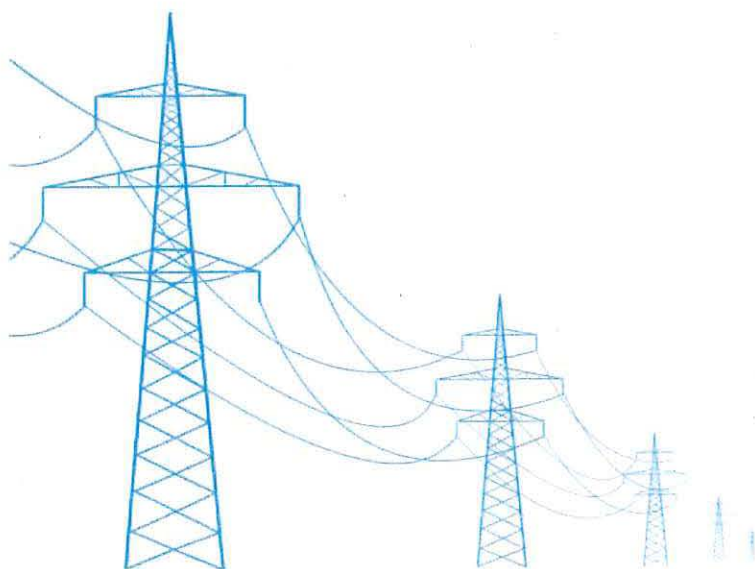
date

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AEP Kentucky Power Statement of Work for the Implementation of its:

Commercial Incentive Program
New Construction Program
Retro-Commissioning Program
New Manufactured Homes Program

Prepared by DNV GL Energy Services USA, Inc.
Updated: January 12, 2016





STATEMENT OF WORK

Updated January 12, 2016

I. PROJECT OVERVIEW

The Commercial Incentive Program, New Construction Program, Retro-Commissioning Program and New Manufactured Homes Program (KP Program(s)) are programs within KPCo's proposed program portfolio. DNV GL Energy Services USA Inc. (DNV GL), in consultation with KPCo, will update and operate the KP Programs on a turn-key basis for energy efficiency for the 2016 through 2018 program years.

II. LOCATION

The KP Programs will be performed in the State of Kentucky with support provided by DNV GL offices in other locations. DNV GL will provide three (3) full time employees located in KPCo's territory throughout the term of this SOW who will work from a home office.

III. START AND COMPLETION DATES

The KP Programs are to begin on January 1, 2016, continuing through December 31, 2018, and are subject to the terms of termination in the Contract. If the KP Programs are to be extended beyond that date or program scope changes, a new Work Authorization and Statement of Work will be executed.

IV. PARTICIPATION TARGETS

The tables below provide DNV GL's estimates for participation for 2016 – 2018. The forecasts for the number of participants and GWh goals used DNV GL's available information about market conditions and estimated average project size. In the event of a material variance in either of these values based on a change in market conditions, regulatory filings or actual experience, DNV GL, in consultation with KPCo, will provide updated forecasts for discussion and approval of any alternative strategies, if warranted.

T-12 lamps will continue to be used as the baseline for linear fluorescent change outs for 2016. The T-12 baseline will be utilized based upon a mutually agreed schedule with appropriate linear fluorescent measure energy and demand savings calculations. This will be reviewed with KPCo before the beginning of the 2017 program year to

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determine if this needs to be changed.

Commercial Incentive Program (Prescriptive/Custom)

| Year | Participation (Number of Unique Customer Accounts) | Summer Peak Demand (kW) Reduction | Winter Peak Demand (kW) Reduction | Annual Energy (MWh) Reduction |
|------|--|---|---|-------------------------------------|
| 2016 | 200 | 1,144 | 1,107 | 6,571 |
| 2017 | 215 | 1,230 | 1,190 | 7,063 |
| 2018 | 225 | 1,288 | 1,246 | 7,392 |

New Construction Program

| Year | Participation (Number of Unique Customer Accounts) | Summer Peak Demand (kW) Reduction | Winter Peak Demand (kW) Reduction | Annual Energy (MWh) Reduction |
|------|--|---|---|-------------------------------------|
| 2016 | 12 | 58 | 36 | 233 |
| 2017 | 12 | 58 | 36 | 233 |
| 2018 | 12 | 58 | 36 | 233 |

Retro-Commissioning Program – RCx Lite

| Year | Participation (Number of Unique Customer Accounts) | Summer Peak Demand (kW) Reduction | Winter Peak Demand (kW) Reduction | Annual Energy (MWh) Reduction |
|------|--|---|---|-------------------------------------|
| 2016 | 3 | 62 | 62 | 500 |
| 2017 | 3 | 62 | 62 | 500 |
| 2018 | 3 | 62 | 62 | 500 |

New Manufactured Homes Program

| Year | Program Participation | Summer Peak Demand (kW) Reduction | Winter Peak Demand (kW) Reduction | Annual Energy (MWh) Reduction |
|--------------------------------------|--------------------------|---|--|--|
| 2016 | 155 | 85 | 123 | 452 |
| Upgraded Manufactured Home | 135 | 75 | 65 | 214 |
| Energy Star® Manufactured Home | 20 | 10 | 58 | 238 |
| 2017 | 164 | 90 | 132 | 487 |

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| | | | | |
|---|------------|-----------|------------|------------|
| Upgraded Manufactured Home | 142 | 79 | 68 | 225 |
| Energy Star® Manufactured Home | 22 | 11 | 11 | 262 |
| 2018 | 174 | 95 | 141 | 524 |
| Upgraded Manufactured | 150 | 83 | 72 | 237 |
| Energy Star® Manufactured Home | 24 | 12 | 69 | 287 |

V. DESCRIPTION OF SERVICES

Primary Objectives

The KP Programs are intended to generate energy savings for business customers through promotion of high efficiency electric lighting, HVAC, pumps/motors, and refrigeration and food service equipment. The primary objectives for the KP Programs:

- Increase the market share of commercial grade high efficiency technologies sold through market channels.
- Promote a positive image for KPCo and generate a high level of customer satisfaction.
- Increase the installation rate of high efficiency technologies in commercial facilities for businesses that would not have done so in the absence of the program.
- Improve operating efficiency of existing long life equipment to ensure peak operating efficiency for commercial customers.

DNV GL will provide services organized in four primary tasks.

- Task 1: Program Transition Planning
- Task 2: Operational Validation & Enhancement
- Task 3: Marketing and Outreach
- Task 4: Performance, Tracking and Controls

1.1 Task 1: Program Transition Planning

In order to move quickly into the 2016 program year, DNV GL will organize the



transition to address new goals, as well as updates, changes and enhancements to KP Program designs and business processes.

1.1.1 Program Kick-off

DNV GL and KPCo will hold a program kick-off meeting in early January 2016. DNV GL will present an updated program and marketing plan by program: Commercial Incentive, New Construction, Retro-Commissioning and New Manufactured Homes.

1.1.2 Update Program Designs

DNV GL will review program materials with KPCo and update as necessary.

Forms: We will inventory and review the current customer and trade ally applications, forms, agreements, supporting invoices, and other program documentation. All applications will be reviewed to ensure they meet data collection requirements, such as measure types and costs, equipment specs, customer and building types, key dates, and other details defined by KPCo and DNV GL.

Incentive levels: We will analyze and prepare recommendations for the incentive amounts and designs for the measures in each of the specific programs, ensuring compliance with KPCo program filings with the Kentucky PSC. The current incentive cap for the Commercial Incentive Prescriptive/Custom Program and New Construction Program of \$20,000 may be waived per the terms of the program filing and as approved by KPCo on a case by case basis. The incentive cap for the Retro-Commissioning Program is \$ 50,000 per customer. The New Manufactured Home Program has 2 tiers for incentives: \$ 450 for new manufactured homes that meet insulation and efficient heat pump requirements and \$ 1,200 for customers purchasing Energy Star® qualified manufactured homes.

Savings values for measures: DNV GL will update the measure savings estimates using a growing database of measures and associated energy savings values that we have developed and used in various markets.

Qualifying equipment specifications: We will inventory the qualifying equipment and make sure that we have the current specifications, which often come from third-party sources such as the Consortium for Energy Efficiency (CEE).

1.1.3 Update Business Processes

As part of the project kick-off, DNV GL will conduct a process review covering the



commercial program elements:

- Customer and trade ally inquiry: Inquiries from customers and trade allies come in via phone, email, fax, and postal delivery and relate to program interest, potential applications, existing applications, program concerns, and general utility business (billing, meters, outages). The business process will address the drivers, resolution to, and documentation of all inquiries coming into the KP Programs.
- Applications processing: Commonly starting with an application or other request for service, this process carries through service delivery. The three program elements vary widely for application processing but systems and processes are already in place and operating. This particular review will include a review of the historical application processing times (e.g., pre-application to reservation, final application to payment), and we will make adjustments as needed.
- Inspections: Currently performed for KPCo's commercial programs using on-site reviews, DNV GL also verifies equipment installations for other KPCo programs using phone inquiries and photos. Depending on the nature of the program and the type of verification required, such approaches can reduce labor and travel costs and provide confidence in equipment installations. In prescriptive incentive programs for other clients, we typically conduct a minimum 10% site inspection level based upon random selection; additional site inspections are conducted based on other considerations (e.g., problem contractors, project size, documentation raises questions/issues). Unique program characteristics may enable use of phone surveys and pictures as cost savings alternatives to on-site visits.
- Payment Processing–Customer and Trade Ally: DNV GL plans to continue to use its current processes as they offer a secure technology and the ability to process payments for customer and trade ally incentives annually.
- Reporting: DNV GL will review its reporting with KPCo, including several new reports we utilize to track project statuses. DNV GL will amend and add processes to fit KPCo's needs to assure we meet the ongoing operation throughout 2016 - 2018. All data transfers will meet KPCo's requirements for data security. All customer and project data will be provided to KPCo in a format and timeline as defined by KPCo. Our systems are highly customizable and can be delivered in a format designed to interface with EECP, AEP's program tracking database, which KPCo may decide to utilize in the future. Many of our clients run their own reporting and analysis systems, and we successfully exchange information with these systems through full database downloads.

1.1.4 Review and Update Safety Procedures

DNV GL remains committed to ensuring a safe and healthy work environment across



all of its member companies. We have a Health, Safety and Environmental Policy that applies to all DNV GL companies and an Injury and Illness Prevention (IIP) Program designed to address risk management issues, including workplace accidents, injuries, and illnesses. Key aspects of the program include training, communication, and reporting.

DNV GL proposes that KPCo reviews DNV GL's safety policies and procedures with our field operations staff. We will ensure that program staff members are trained on all relevant safety programs with our own periodic refresher updates, as well as any additional requirements for safe practices, communications, and reporting that KPCo requires.

1.1.5 Team Review and Sign-off

DNV GL will prepare and present a brief report to KPCo that summarizes our plans for the 2016 program year and for each following year. The details will include:

- Program goal matrix
- List of forms and applications
- List of qualifying measures, with associated energy savings, incentives, and specifications
- Inspection policy
- Summary of continuous improvements
- Budget

1.2 Task 2: Operational Validation and Enhancement

1.2.1 Program Operations

DNV GL recognizes that many of the key operational functions are best provided in KPCo's service territory by local staff residing in eastern Kentucky, connected to the community, and who will meet face-to-face with customers and trade allies on an ongoing basis. DNV GL will have 3 full time personnel located in KPCo territory program during the term of the Contract. DNV GL will provide cost-effective operational support from existing offices using staff familiar with the KP Programs and their requirements.

1.2.2 Quality Control

DNV GL will continue to utilize a comprehensive QC protocol that will result in assurance that only qualified measures receive incentives and that incentivized



measures are installed and operating. The QC plan will validate that the inspection protocols are being followed. We will use this same QC model to review operational issues around safety, accounting practices, and operational performance and will report the findings as part of the continuous improvement plan.

1.2.3 Operations Manual

DNV GL will update the operations manual for the KP Programs, which internal employees use to confirm that DNV GL and KP Co are aligned on program procedures, processes, and rules. This manual is also used for internal training and familiarizing evaluators with KP Program details.

1.2.4 Team Review and Sign-off

DNV GL will prepare and present the following reports to KP Co as part of this task:

- Continuous improvement approach
- QC approach
- Operations manual

1.3 Task 3: Marketing and Outreach

DNV GL will create strategies focused specifically on developing new customers in the public sector, schools and higher education, healthcare, grocery, gas stations/convenience stores and continue to cultivate projects in sectors with higher participation rates, such as churches and restaurants.

1.3.1 Communication Channels

DNV GL's main communication channel will be the KP Program trade allies, as they are the key link to customers. They make the personal connection and customers rely on them for accurate, credible information. DNV GL will equip participating contractors with customer-friendly program information so they can effectively educate and engage new program participants.

DNV GL will engage with KP Co account managers to assist in qualifying customer leads and in order to connect customers to the KP Programs. DNV GL will develop and provide to account managers a toolkit that includes the updated incentive application, program flyer, and highlights of the key measures.

1.3.2 Marketing Collateral



DNV GL will update the program materials developed in 2014 and 2015 with revised branding elements and any updated program details. To support outreach activities, we will continue to develop material that provides information about key measures and customer case studies.

1.3.3 Trade Ally Outreach

DNV GL will recruit and train new trade allies for the KP Programs. DNV GL will continue to assess potential service gaps and focus trade ally/contractor recruitment to fill any holes. The goal is to establish a solid core of contractors that will actively contribute to the energy-savings goals. This does not require a large network, but rather will depend on a handful of committed trade allies.

DNV GL will work with KPCo to launch the new program year with a series of kick-off meetings around the service territory to generate interest by customers and trade allies.

DNV GL will support the most-active trade allies with marketing materials and technical assistance.

1.3.4 Team Review and Sign-off

DNV GL will prepare and present to KPCo an annual marketing plan consisting of the following:

- Updates of key messages and channels
- Trade ally trainings and events
- Schedule of activities including forecasted customer/market response
- Budget

1.4 Task 4: Performance, Tracking, and Controls

DNV GL will use its tracking system already in place for the administration of the KP Programs.

1.4.1 Program Tracking

DNV GL will maintain both paper and electronic files, and provide summary data in various regular reports and dashboard functions. The tracking system and dashboards utilized for the KP Programs, which include:

- Relational (SQL) tracking database
- Paper filing system



- Online real-time program dashboard
- Weekly, monthly, and annual reports
- Utility access to data
- Specific project data (customer and project)
- Data to support EM&V activities.
- Data security

1.4.1.1 Tracking Database

The core of the tracking system is a relational SQL-based database that serves as the central clearinghouse for all information relevant to the KP Programs. The database will be the entry point for applications and includes a detailed series of tracking milestones so that the project team can follow the progress of the application and record important events affecting the project's movement through the process.

1.4.1.2 File System

DNV GL will maintain electronic filing for the KP Programs. This allows us to safeguard our data, while also maintaining an ability to check for quality control processes to make sure that program savings and incentive numbers are consistent with all data from KP Program's applications.

Backup data records will be available in digital format (i.e. CD, DVD) upon request.

1.4.1.3 Utility Dashboards

DNV GL will provide its web-based performance dashboard that tracks energy and demand savings, incentives payments, program budget and energy credits in real-time. The dashboard will be located on a secure website and provides the program managers with real-time access to the most important program data. DNV GL will review the dashboard reports with the team and discuss any ways that the dashboard functions could better serve KPCo's needs.

1.4.1.4 Utility Access to Data

DNV GL recognizes that in order to effectively track and report on the KP Programs, we must facilitate our client's ability to easily access and understand program data.

1.4.1.5 Data to Support Evaluation Activities



DNV GL will work closely with KPCo's EM&V contractor and develop a positive working relationship and an understanding of their needs. DNV GL will review the project needs with both KPCo and the EM&V contractor to ensure that evaluation needs are met and EM&V activities can proceed in a timely manner.

1.4.1.6 Customer Service

DNV GL will provide at minimum, the services described below to maintain appropriate levels of customer service:

DNV GL will provide and maintain inbound toll-free telephone lines for receiving customer requests for information, services and inquiries regarding other KP Program services. The toll-free telephone lines will be dedicated and available exclusively for the KP Programs with enough facilities and personnel to handle the calls in an effective and efficient manner.

1. DNV GL will verify the eligibility of all customers requesting program services by securing the valid customer account number(s) for each customer application.
2. The days and hours of operating for the DNV GL customer service phone lines, and customer appointments will be as follows: 8:00 a.m. until 5:00 pm Eastern Time, Monday through Friday, excluding holidays observed by KPCo
3. DNV GL will notify the KPCo program manager in a timely manner of any customer complaints or inappropriate use of customer information. The customer complaint process will include reporting of volume, timeliness or contact, time to resolution and a root cause evaluation to prevent reoccurrence.

1.4.1.7 Program Planning

DNV GL will perform the following planning activities for the KP Programs:

1. Contract financial planning and budgeting,
2. Implementation and delivery planning
3. Proposing and developing annual delivery plans, timelines, and milestones,
4. Participate in policy/strategy and implementation planning/updates with KPCo's program manager
5. DNV GL's operations manager will meet with KPCo's program manager on a



bi-monthly basis to review activities, expenditures, goals and savings.

1.4.1.8 Program Reporting

DNV GL will maintain program data in its tracking system. KPCo will review and approve, in advance, the data collected by DNV GL. If additional data is required to adequately evaluate the KP Programs, in KPCo's opinion, DNV GL will collect, store, track and report these additional data. DNV GL will provide the following reports:

- Monthly Report consisting of
 - Activity summary
 - Expenditures
 - Goals and savings
 - Marketing activities
 - Complaints/Resolution
 - Forecasted activities
- Annual Report consisting of
 - Executive summary
 - Summary of results versus goals
 - Expenditures
 - Goals versus projections
 - Marketing results
 - Proposed program enhancements and changes for next program year
 - Forecast activity for next program year
- DNV GL will provide access to all documents associated with a custom project

1.4.1.9 Data Extracts

DNV GL will provide data extracts to KPCo and/or its EM&V contractors for on-going evaluation and review to ensure necessary information for EM&V and incentive payments are being collected.

1.4.1.10 Kentucky Public Service Commission Requests

DNV GL will assist KPCo with all requests for data and information related to Kentucky Public Service Commission (KPSC) filings, data requests or similar.



VI. SCHEDULE OF RATES AND CHARGES

DNV GL will invoice KPCo monthly for time and materials less a 10% labor withholding that will be earned back in accordance with KPCo performance standards described in this section. DNV GL will manage its operations to ensure KPCo meets or exceeds its goals in accordance with its approved plan.

DNV GL's budget and compensation includes the following key elements:

- DNV GL's invoice will be in a form and format agreeable to KPCo.
- DNV GL's proposed hourly budget for administrating, marketing, and implementing the KP Programs.
- Provide KPCo documentation for expenses as appropriate or as requested by KPCo.

Performance Component: DNV GL will be subject to a Performance Based Incentive Structure with the following provisions:

- The Annual Performance Based Incentive Structure will be based upon a schedule through [REDACTED]
- Each month, beginning with the January 2016 invoice, DNV GL will withhold from its invoice a monthly "holdback" calculated at [REDACTED] of the actual monthly invoice for labor costs.
- DNV GL will provide monthly forecast of program performance consisting of approved customer participation, customer project energy savings, and detailed cost breakdown.
- DNV GL and KPCo will agree to the incentive payout due once a goal has been achieved, with the retention amount for that goal to be invoiced the following month.
- Performance Based Incentive levels are only available if the program is at or below budget or upon written authorization from KPCo.

Should KPCo at any time reduce the goal, DNV GL would be eligible to receive the full retention recovery by achieving the lower goal.

The proposed consolidated and detailed budgets for each specific program for 2016, 2017 and 2018 program years are shown below.

| January 1, 2016 to December 31, 2016 | | | |
|--------------------------------------|------|-------|------|
| Role | Rate | Hours | Cost |

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| Total Labor | | | |
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| Non Labor Costs | | | |
| Incentives | | | \$880,750.00 |
| Incentive Processing Fee | | | |
| Operational Expenses | | | |
| Marketing Expenses | | | |
| IT Reporting | | | |
| Total Non-Labor | | | |
| | | | |
| Total DNV GL and Utility Costs | | | |

[illegible]

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|------------------------|-----------|
| Incentives | \$700,000 |
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| Total Non Labor | |

[illegible]

NEW CONSTRUCTION

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|------------------------|----------|
| Incentives | \$36,000 |
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| Total Non Labor | |

RETRO-COMMISSIONING

[illegible]

RETRO-COMMISSIONING

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| Incentives (for RCx study) | \$60,000 |
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| NEW MANUFACTURED HOMES | | | | | | |
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| NEW MANUFACTURED HOMES | |
|------------------------|----------|
| Incentives | \$84,750 |
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| January 1, 2017 to December 31, 2017 | | | |
|--------------------------------------|------------|------------|--------------|
| Role | Rate | Hours | Cost |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| | | | |
| Total Labor | | [REDACTED] | [REDACTED] |
| | | | |
| Non Labor Costs | | | |
| Incentives | | | \$911,840.00 |
| [REDACTED] | | | [REDACTED] |
| [REDACTED] | | | [REDACTED] |
| [REDACTED] | | | [REDACTED] |
| [REDACTED] | | | [REDACTED] |
| [REDACTED] | | | [REDACTED] |
| | | | |
| Total DNV GL and Utility Costs | | | [REDACTED] |

DNV GL Energy Services USA, Inc.

DNV·GL

| COMMERCIAL INCENTIVE | |
|----------------------|-----------|
| Incentives | \$725,540 |
| | |
| | |
| | |
| | |

| NEW CONSTRUCTION | | | | | |
|------------------|--|--|--|--|--|
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| NEW CONSTRUCTION | |
|------------------|----------|
| Incentives | \$36,000 |
| | |
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| | |
| | |

| RETRO-COMMISSIONING | | | | | |
|---------------------|--|--|--|--|--|
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| RETRO-COMMISSIONING | |
|----------------------------|----------|
| Incentives (for RCx study) | \$60,000 |
| | |
| | |
| | |
| | |

DNV-GL

| NEW MANUFACTURED HOMES | | | | | |
|------------------------|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

| NEW MANUFACTURED HOMES | |
|------------------------|------------|
| Incentives | \$90,300 |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

[illegible]

DNV GL Energy Services USA, Inc.

DNV-GL

| COMMERCIAL INCENTIVE | |
|----------------------|------------|
| Incentives | \$759,335 |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

| NEW CONSTRUCTION | | | | | |
|------------------|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

| NEW CONSTRUCTION | |
|------------------|------------|
| Incentives | \$36,000 |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

| RETRO-COMMISSIONING | | | | | |
|---------------------|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

| RETRO-COMMISSIONING | |
|----------------------------|------------|
| Incentives (for RCx study) | \$60,000 |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

DNV-GL

| NEW MANUFACTURED HOMES | | | | | |
|------------------------|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

| NEW MANUFACTURED HOMES | |
|------------------------|------------|
| Incentives | \$96,300 |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |

Change Control Plan

Table of Contents

| | |
|--|---|
| Scope..... | 4 |
| A. Change Control Board | 4 |
| a. CCB Matrix..... | 4 |
| B. Change Order Form | 4 |
| C. Change Order Manager | 5 |
| D. Change Control Log | 5 |
| a. Date of Creation | 5 |
| b. Number of the Change Order..... | 5 |
| c. Date Submitted to CCB | 5 |
| d. Disposition..... | 5 |
| e. Short Description..... | 5 |
| E. Change Order Process | 5 |
| a. Identify Change | 5 |
| b. Initiate Change Order | 5 |
| c. Submit Change Order | 6 |
| d. Assign Change Order | 6 |
| e. Create High Level Estimate for Investigation..... | 6 |
| f. Approve Investigation | 6 |
| g. Change Impacts Reported | 6 |
| i. Cost | 7 |
| ii. Schedule | 7 |
| iii. Hierarchy of Changes | 7 |
| iv. Open Changes | 7 |
| Change Control Plan rev 2 | 2 |

| | |
|--|---|
| h. CCB Approves/Rejects Change | 7 |
| i. Project Baseline Update/Distribution..... | 8 |
| F. Change Order Rejection | 8 |
| G. Document Retention | 9 |
| H. Glossary | 9 |

Scope

This document will outline an approved process for handling Change Control including, but not limited to, documentation, approval, rejection and reporting. This process shall be used to make changes to the existing work outlined and approved by all parties in the executed contracting instrument. The process shall be used to make adjustments to the existing work including adding measures, changing incentives and other minor changes. This does not include revisions to the general terms and conditions, payment terms or length of the contract. This document shall not be used in the addition of work that could be defined under a separate executed contracting instrument. For example, this shall not be used to separate funding to add a program in place of following the Procurement Policy.

A. Change Control Board

A formally constituted group of stakeholders responsible for reviewing, evaluation, approving, delaying, or rejecting changes to a project, with all decisions and recommendations being recorded.

A Change Control Board (CCB) will be defined to review, approve, reject and disposition any submitted changes to the project. The CCB will include a representative from AEP and a representative from the vendor. The representatives from the AEP and the vendor will have the decision making responsibility in the CCB. The CCB will have authority to approve, reject or delay any submitted Change Order at any step in the process and the decision will be recorded.

Note - If the change impacts the budget of the program, the AEP CCB members will have the authority to review and accept the Change Order but not the authority to sign the document. See CCB Approves/Rejects Change section for additional details.

a. CCB Matrix

| AEP Approver | Vendor Approver |
|--|--|
| E.J. Clayton Mgr. EE & Consumer programs | Michael Meehan, Head of Department, Midwest Programs |

B. Change Order Form

Requests to expand or reduce the project scope, modify policies, processes, plans, or procedures, modify costs or budgets, or schedules.

The Change Order Form is the formally approved document used in the Change Order process. Any supporting documentation for the change should be attached to the Change Order and retained according to this Change Order Plan. Change Orders will be numbered based on the date of the

Change Order and the incremental number of the orders. The first Change Order will be 1. For example on 12/9/2013 the first Change order will be numbered CO1209131.

C. Change Order Manager

A Change Order Manager will be established to help facilitate the movement of changes for the project. The Change Order Manager will monitor the changes from creation to closure and will be the administrator responsible for the changes.

| | |
|-----------------------------------|----------------------------------|
| Change Control Manager | Scott Bishop – Kentucky Power |
|-----------------------------------|----------------------------------|

D. Change Control Log

The Change Control Log will be used to document changes associated with this project. It will keep the following information at a minimum:

- a. Date of Creation*
- b. Number of the Change Order*
- c. Date Submitted to CCB*
- d. Disposition*
- e. Short Description*

E. Change Order Process

a. Identify Change

Any stakeholder in the project may identify a need for a change in the project or the product.

b. Initiate Change Order

The stakeholder that identifies the change may initiate the process by completing the section identified in the Change Order Form. The stakeholder that identifies the change

may also defer to another stakeholder to complete the form but that stakeholder should be involved in the completion of the form to ensure the change is captured correctly.

c. Submit Change Order

Once the Change Order has been initiated and the sections identified in the Change Order Form have been completed the form will be submitted to Change Order Manager. The Change Order Manager will log the change and include it in the weekly meetings, defined in the Communication Plan, for the CCB to complete an initial review. This initial review will allow the CCB to analyze the change and determine if it is something that should be investigated.

On determination that the change should be further investigated the CCB will accept the Change Order by assigning it a number.

If the Change Order is rejected it will follow the steps listed in the Change Order Rejection section.

d. Assign Change Order

Once the Change Order has been accepted by the CCB the Change Order Manager will work with representatives from the appropriate organization to assign it to the appropriate Subject Matter Expert(s) (SME). The appropriate SME(s) will be determined by the point of contact for the corresponding group as identified in the Communication Plan.

e. Create High Level Estimate for Investigation

The assigned SME(s) will be responsible for creating a top down estimate on the hours and material required to investigate the Change Order. The SME(s) will provide this information to the Change Order Manager to be recorder in the appropriate section of the Change Order Form.

f. Approve Investigation

Once the Change Order Form has been updated, the CCB will review the estimate to approve the investigation into the change.

If the Change Order is rejected it will follow the steps listed in the Change Order Rejection section.

g. Change Impacts Reported

Once the Change Order is approved, the SME(s) will investigate, from a bottom up level, the impact to the following as a minimum to the CCB for review of the Change Order. The Change Order Manager will enter this information into the Change Order Form in the appropriate sections.

i. Cost

All costs associated with the change must be reported on the Change Order Form. These may include, but are not limited to, labor costs, material costs or consulting costs.

ii. Schedule

All impacts to the schedule must be reported. This includes, but is not limited to, float days, critical path, completion date and adjustments needing to be made because of holidays and vacations.

iii. Hierarchy of Changes

Once the project has started it is understood that there may be multiple Change Orders that are open, being worked on or waiting for resources. It must be communicated where this change will fall on the priority list and how that impacts the hierarchy of changes.

iv. Open Changes

Once the project has started it is understood that there may be multiple Change Orders that are open, being worked on or waiting for resources. It is understood that a change can impact specific items associated with open changes. This includes, but is not limited to, tasks, deliverables, milestones or resources allocation. The impacts to the other open changes must be communicated.

h. CCB Approves/Rejects Change

After the SME(s) have updated the Change Order document the CCB will review the document. During this review the CCB is given the opportunity to ask additional questions to the SME(s) to obtain further clarity on the change and its impacts. The SME(s) will be given additional time if needed to provide answers to these questions. This length of time given will be agreed on by both the CCB and the SME(s).

Once the Change Order has been finalized it will be submitted to the Vendor's CCB for approval. After the Change Order has been signed by the authorized agent from the Vendor the Change Order will be routed to AEP's CCB.

Each CCB will be given 5 business days to approve the change. This duration does not include time for the SME(s) to respond to questions about the change. Once the SME(s) respond the time for the CCB to approve the change will reset and each CCB will have 5 business days to approve the change.

If a CCB cannot approve the change within the 5 day time period the change will be passively rejected. If the Change Order is rejected it will follow the steps listed in the Change Order Rejection section.

If a CCB member is unavailable during the approval period of the change, the missing member can either select a replacement to fill in or the member may choose to delay all approvals until they return. The max duration for a CCB member to be absent and select to delay all approvals is 5 business days. The CCB member must select a replacement for any planned absence beyond five (5) days. In the event of an unexpected absence, the CCB's supervisor may select a replacement.

If the change impacts the budget of the program, the AEP CCB member(s) will have the authority to review and accept the Change Order but not the authority to sign the document. Once the Change Order has been accepted, the Change Order Manager will be responsible to obtain signatures from an authorized signee at the dollar level of the total budget with the addition for the change for the correct business unit.

It is the role of the Change Order Manager to track the dates and timing of the change in the Change Order Log.

i. Project Baseline Update/Distribution

Once the change has been approved the Change Order Manager will work with the project leaders to update the cost and delivery baselines in the Project Plan. After this has been completed the Change Order Manager will send an email to the appropriate stakeholders to notify them of the changes to the baseline. The Change Order Manager may attach any supporting document required to help the recipients understand the change.

The Change Order Manager will facilitate a meeting to update the Risk Register based on the change. The Change Order Manager will work with the appropriate groups to identify the attendees required for this meeting. During this meeting the Risk Register will be reviewed and updated.

F. Change Order Rejection

At any time the Change Order can be rejected. If the Change Order is rejected, it will be updated in the appropriate section and the Change Order will follow the document retention section of this document. Any rejected Change Order can be resubmitted to the CCB at any time. The resubmitted Change Order will be assigned a new number and the Change Order will be treated as a new Change Order but will be noted as a resubmission.

G. Document Retention

All Change Order Forms and supporting documents will be kept through the life of the project. These documents will be stored in a manner that allows easy access to any stakeholder. At the completion of the project, in the closing phase, the team should review the changes and update the lessons learned document from lessons learned based on the changes to the project. After this has been completed the Change Order Manager can disposition the Change Orders and the associated documentation.

H. Glossary

Risk Register – The document containing the results of the qualitative risk analysis, quantitative risk analysis, and risk response planning. The risk register details all identified risks, including description, category, cause, probability of occurring, impacts(s) on objectives, proposed responses, owners, and current status.

AMERICAN ELECTRIC POWER SYSTEM
ENERGY DELIVERY
TOTAL COST

COMPANY: Kentucky Power Company REGION: Distribution East

PROJECT: Commercial and Residential DSM 2016 - 2018 PROJECT #: KYDSM0024, KYDSM0023, KYDSM0022, KYDSM0018


BUDGET ID#: _____ CI or CPP NUMBER: _____ Authorized Amt.: \$6,007,420

TYPE OF CONTRACT: Work Authorization CONTRACT NUMBER: 028364420001X110

CONTRACTOR: DNV GL Energy Services USA, Inc.

SCOPE OF WORK: Turn-key services to implement four DSM programs 2016 through 2018. Commercial: Prescriptive Custom, New Construction, Retro-Commissioning Residential: New Manufactured Homes

| PROJECT DATES: | | PROJECT FUNDS: | | | | | |
|-----------------------------|---------------------|----------------|-------------|-------------|-------------|-------------|-------------|
| BID DATE: | | 10.22.2015 | | | | | |
| START DATE: | | 01.01.2016 | | | | | |
| COMPLETION DATE: | | 12.31.2018 | | | | | |
| SUMMARY OF PROJECTED COSTS: | | ORIGINAL* | REVISION 1 | REVISION 2 | REVISION 3 | REVISION 4 | REVISION 5 |
| Contract Award Value | Implementation | \$3,263,195 | | | | | |
| | Operations & Maint. | | | | | | |
| | Incentives | \$2,744,225 | | | | | |
| | Total | \$6,007,420 | | | | | |
| Contract Changes: | Implementation | | | | | | |
| | Operations & Maint. | | | | | | |
| | Incentives | | | | | | |
| | Total | | | | | | |
| Premium Time: | | | | | | | |
| Field Extras: | (Contingencies) | | | | | | |
| Escalation: | | | | | | | |
| Miscellaneous: | | | | | | | |
| TOTAL FROM ABOVE | | \$6,007,420 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL EVALUATED COST: | | \$6,007,420 | \$6,007,420 | \$6,007,420 | \$6,007,420 | \$6,007,420 | \$6,007,420 |

| | | | |
|--------------|---|---------------|--------------------------|
| APPROVED BY: | | PREPARED BY: | |
| Signature: |  | Name: | Jennifer Downey |
| Name: | Charles Patton | Organization: | Distribution Procurement |
| Title: | President & COO | Date: | |
| Date: | 5/5/2016 11:36 AM ET | | |

Original signed by:
Rev 1 signed by:
Rev 2 signed by:
Rev 3 signed by:



Certificate Of Completion

Envelope Id: B29440544FC747129F7875493CAB308C

Status: Completed

Subject: Kentucky Power Company Work Authorization No. 028364420001X110 - DNV GL Energy Services, Inc.

Source Envelope:

Document Pages: 37

Signatures: 3

Envelope Originator:

Certificate Pages: 4

Initials: 7

Sarah Padgett

AutoNav: Enabled

1 Riverside Plz FL 1

Envelopeld Stamping: Enabled

Columbus, OH 43215-2373

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

sjpadgett@aep.com

IP Address: 167.239.221.87

Record Tracking

Status: Original

Holder: Sarah Padgett

Location: DocuSign

4/22/2016 9:35:52 AM

sjpadgett@aep.com

Signer Events

Jennifer Downey

jldowney@aep.com

Category Manager

American Electric Power Service Corporation

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signature

Using IP Address: 167.239.221.82

Timestamp

Sent: 4/22/2016 10:09:46 AM

Viewed: 4/22/2016 10:23:01 AM

Signed: 4/22/2016 10:23:56 AM

Matt Curtis

mpcurtis@aep.com

Mgr, T & D Contracts

American Electric Power Service Corporation

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Using IP Address: 167.239.221.85

Sent: 4/22/2016 10:23:59 AM

Viewed: 4/22/2016 10:37:18 AM

Signed: 4/22/2016 10:37:32 AM

Scott Bishop

sebishop@aep.com

Security Level: Email, Account Authentication
(None)

Using IP Address: 167.239.221.80

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Viewed: 4/22/2016 11:07:16 AM

Signed: 4/22/2016 11:08:39 AM

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Accepted: 12/31/2014 11:09:00 AM

ID: 1477c2e8-a1c4-4fa5-8d85-0cab2b6468bc

EJ Clayton

ejclayton@aep.com

Manager EE and Consumer Programs

Security Level: Email, Account Authentication
(None)

Using IP Address: 167.239.221.84

Sent: 4/22/2016 11:08:42 AM

Viewed: 4/22/2016 11:40:26 AM

Signed: 4/22/2016 11:41:34 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Signer Events

Richard Barnes
Richard.Barnes@dnvgl.com
Director
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Ranie Wohnhas
rkwohnhas@aep.com
Managing Director Regulatory and Finance
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 5/2/2016 8:29:09 AM
ID: db5c81ec-bc3f-4727-8dff-50ee5270ef75

Gregory Pauley
ggpauley@aep.com
President & COO
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 5/4/2016 11:23:28 AM
ID: 1955995c-0cf5-4659-8427-d16b1153f4fc

Charles Patton
crpatton@aep.com
President & COO
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 7/14/2014 5:34:52 AM
ID: e06803c7-c437-4b50-84f5-765563be89a5

Signature

DocuSigned by:
Richard Barnes
2056E10CF0D581C

Using IP Address: 63.124.6.12

DS
RW

Using IP Address: 167.239.221.84

DS
GP

Using IP Address: 167.239.221.82

DocuSigned by:
Charles Patton
F07742B05874CA

Using IP Address: 70.193.170.186
Signed using mobile

Timestamp

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Viewed: 4/29/2016 12:19:26 PM
Signed: 4/29/2016 12:20:44 PM

Sent: 4/29/2016 12:20:49 PM
Viewed: 5/2/2016 8:29:09 AM
Signed: 5/2/2016 8:29:51 AM

Sent: 5/2/2016 8:29:54 AM
Viewed: 5/4/2016 11:23:28 AM
Signed: 5/5/2016 8:13:17 AM

Sent: 5/5/2016 8:13:21 AM
Viewed: 5/5/2016 9:35:54 AM
Signed: 5/5/2016 9:36:33 AM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

David Richard
david.richard@dnvgl.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

COPIED

Sent: 4/25/2016 11:02:56 AM
Viewed: 4/25/2016 11:10:23 AM

Notary Events

Timestamp

Envelope Summary Events

Status

Timestamps

| | | |
|---------------------|------------------|---------------------|
| Envelope Sent | Hashed/Encrypted | 5/5/2016 8:13:21 AM |
| Certified Delivered | Security Checked | 5/5/2016 9:35:54 AM |
| Signing Complete | Security Checked | 5/5/2016 9:36:33 AM |
| Completed | Security Checked | 5/5/2016 9:36:33 AM |

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

Please confirm your agreement by clicking the 'I agree' button at the bottom of this document.