

Kentucky Power Company
KPSC Case No. 2021-00421
AG-KIUCs Second Set of Data Requests
Dated January 7, 2022

DATA REQUEST

AG-KIUC 2-01 Please confirm that the Mitchell units have never been transferred among AEP affiliates at any price other than Net Book Value.

RESPONSE

The Company is not aware of any similar transfer of ownership interests in the Mitchell Plant among AEP affiliates at any point during the operating life of the plant. The three prior transfers of the Mitchell Plant – from Ohio Power Company to AEP Generation Resources, Inc. (“AEPGR”), and from AEPGR in equal shares to the Company and Wheeling Power Company, respectively – were the result of a corporate reorganization of Ohio Power Company due to the deregulation of generation in Ohio. Those transfers, which were made at adjusted net book value, realigned ownership of the plant among AEP affiliates to address Ohio’s mandatory generation divestiture mandate. The proposed Buyout transaction, if it occurs, is distinguishable because it is voluntary at Wheeling Power’s option, will be based on the future economics of the plant in comparison to the option of retiring the plant, and will likely occur when the companies are no longer affiliates.

Transfers at net book value between plant co-owners would typically happen between regulated utilities under circumstances where there is alignment on the remaining useful life of the plant based on the investments they have equally made. Although the Mitchell Plant may be operated beyond 2028 by Wheeling Power, the value of the plant to Kentucky Power terminates as of December 31, 2028 because Kentucky Power will not be investing in the ELG environmental control equipment necessary for the plant to operate after that date due to orders of the KPSC rejecting the CPCN for that investment. Thus, for purposes of the buyout transaction, if net book value is used, the plant should be deemed to be depreciated to zero as of the end of its useful life to Kentucky customers, which is through 2028 and not 2040.

Witness: Stephan T. Haynes

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DATA REQUEST

AG-KIUC 2-02 How does the new Mitchell Operating Agreement account for the possibility that Kentucky Power or Liberty may exit PJM prior to 2028 while Wheeling Power Company remains in PJM?

RESPONSE

Like the current Mitchell Plant Operating Agreement, the new Mitchell Operations and Maintenance Agreement does not address the hypothetical future possibility of one of the Plant's owners leaving PJM prior to 2028. It is not necessary for the agreement, which concerns plant operation, cost allocation, and related issues, to address an owner's potential future RTO status.

Witness: Deryle B. Mattison

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DATA REQUEST

AG-KIUC 2-03 How would the owner of Kentucky Power's 50% interest in the Mitchell plant satisfy its NERC reliability requirements if Kentucky Power/Liberty exit PJM prior to 2028?

RESPONSE

The Company objects to this request on the basis that it requires the Company to speculate as to future NERC reliability requirements, which may or may not be the same as the current requirements, and Kentucky Power's potential future RTO status. The Company cannot speculate as to either.

Respondent: Counsel

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DATA REQUEST

AG-KIUC 2-04 Refer to Section 6.9 of the proposed Mitchell Plant Ownership Agreement. Is this provision intended to preempt any Commission decision disallowing, limiting, or deferring rate recovery or the costs and expenses paid or payable to an Owner under the Agreement?

RESPONSE

See the Company's response to Staff 2-08.

Witness: Deryle B. Mattison

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DATA REQUEST

AG-KIUC 2-05 Identify the persons, including their positions and employers, who drafted the proposed Mitchell Agreements. For each such person, describe their areas of responsibility and specific roles in drafting the Agreements, including specific sections. Finally, identify the persons, including their positions and employers, who approved the proposed Mitchell Agreements as drafts to present to the two state commissions and the FERC.

RESPONSE

The Company objects to this request to the extent it seeks information protected by the work product doctrine and/or attorney-client privilege. Subject to and without waiving these objections, the Company provides the following table demonstrating the persons who participated substantively in the drafting of the proposed Mitchell Agreements, their position, their employer, and their role or area of responsibility in drafting:

Name	Position	Employer	Role/Responsibility in Drafting
John Crespo	Deputy General Counsel	AEP Service Corp.	Regulatory
Michael Espinoza	Outside Counsel	Morgan Lewis	Legal
Stephan Haynes	SVP Strategy and Transformation	AEP Service Corp.	Corporate
Timothy Kerns	VP Generating Assets	AEP Service Corp.	Generation
John Klauberg	Outside Counsel	Morgan Lewis	Legal
Randy Ryan	Associate General Counsel	AEP Service Corp.	Legal
Matthew Satterwhite	VP – Regulatory Services	AEP Service Corp.	Regulatory
Raja Sundarajan	SVP – Regulatory and Customer Solutions	AEP Service Corp.	Regulatory
Charles Zebula	EVP Portfolio Optimization	AEP Service Corp.	Corporate

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The proposed Mitchell Agreements were approved by Brett Mattison, President, Kentucky Power; Chris Beam, President, Appalachian Power/Wheeling Power; and Timothy Kerns, VP Generating Assets, AEP Service Corp.

Witness: Stephan T. Haynes

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DATA REQUEST

AG-KIUC 2-06 Describe in detail Liberty's and/or Algonquin's role(s) in the substantive content in the proposed Mitchell Agreements.

RESPONSE

See the Company's response to Staff 1-14 (l) in this proceeding.

Witness: Stephan T. Haynes

Witness: Deryle B. Mattison

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DATA REQUEST

AG-KIUC 2-07 Confirm that the approval of the Mitchell Agreements by the two state commissions and the FERC is a closing condition pursuant to the Stock Purchase Agreement between AEP, AEP Transmission, and Liberty.

RESPONSE

Confirmed. See Section 4.20 of the Stock Purchase Agreement filed before the Kentucky Public Service Commission on January 4, 2022.

Witness: Deryle B. Mattison

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DATA REQUEST

AG-KIUC 2-08 Refer to the Company's response to AG-KIUC 1-47, which provided the net book value at November 30, 2021 and the estimated net book value at December 31, 2028.

- a. Provide the net book value at December 31, 2021 and any change in the estimated net book value at December 31, 2028.
- b. Provide the tax basis of the Mitchell Plant at December 31, 2021 and the estimated tax basis at December 31, 2028. Provide all calculations in live Excel format with all formulas intact.

RESPONSE

- a. Please see KPCO_R_AG-KIUC_2_08_Attachment1 for the requested information.
- b. Please see KPCO_R_AG-KIUC_2_08_Attachment2 for Estimated 2021 net tax value of the Mitchell Plant at December 31, 2021 and KPCO_R_AG-KIUC_2_08_Attachment3 for Estimated 2028 net tax value of the Mitchell Plant at December 31, 2028.

Witness: Allyson L. Keaton

Witness: Jason A. Cash

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DATA REQUEST

AG-KIUC 2-09 Provide the ADIT by temporary difference for the Mitchell Plant at December 31, 2020 and each month thereafter for which actual information is available and a forecast for each month after that through December 31, 2028. Provide all calculations in live Excel format with all formulas intact. If this information cannot be provided for each and every ADIT by temporary difference, then provide it for the accelerated tax depreciation temporary difference.

RESPONSE

The Company does not keep ADIT records by temporary difference for the Mitchell Plant. However, please see KPCO_R_AG-KIUC_2_08_Attachment2 for an estimate of the accelerated tax depreciation temporary difference by Mitchell Plant.

Witness: Allyson L. Keaton

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DATA REQUEST

AG-KIUC 2-10 Provide a detailed description of the federal and state income tax consequences of a sale of the Mitchell Plant assets and liabilities on Kentucky Power Company's accounting books, including, but not limited to, the effects on current income tax expense, deferred income tax expense, income taxes payable, liability accumulated deferred income taxes (ADIT) related to accelerated tax depreciation, asset net operating loss ADIT, if any, at the date of the sale.

RESPONSE

The Company objects to this request on the basis that it requires the Company to speculate as to the implications and effects, if any, on Kentucky Power of a sale/transfer of the Company's share of its interest in the Mitchell Plant, which may or may not occur in the future. Furthermore, even if the Company were to assume the plant was sold/transferred, the applicable renewable tax credits, the ultimate sale price if the plant is sold/transferred, and other unknown consequences could have different effects on the taxes at the time of the sale. As such, the Company cannot speculate regarding the income tax consequences at this time.

Respondent: Counsel

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DATA REQUEST

AG-KIUC 2-11 Confirm that Kentucky Power will have a taxable loss or gain upon the sale of its share of the Mitchell Plant equivalent to the sale price (net of deductible expenses) less the tax basis under a sale/purchase of assets and liabilities transaction structure. Provide an illustration of the accounting entries under a taxable loss scenario and under a taxable gain scenario.

RESPONSE

The Company objects to this request on the basis that it requires the Company to speculate as to the implications and effects, if any, on Kentucky Power of a sale/transfer of the Company's share of its interest in the Mitchell Plant, which may or may not occur in the future. Subject to and without waiving this objection, the Company states that it cannot produce the requested illustration because such entries do not exist.

Witness: Allyson L. Keaton

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DATA REQUEST

AG-KIUC 2-12 Refer to the Company's response to AG-KIUC 1-15 wherein it states: "A form of Mitchell Interest Purchase Agreement is not included as an exhibit to the Mitchell Plant Ownership Agreement because it does not yet exist; it will be prepared close to the time of transfer rather than today." Confirm that the form of the Mitchell Interest Purchase Agreement necessarily will reflect the transaction structure, i.e., sale and purchase of assets and liabilities, Kentucky Power Company's contribution to a separate entity and the sale to or merger of that entity into Wheeling Power Company, or some other structure and/or form.

RESPONSE

The Company cannot confirm as stated. The future Mitchell Interest Purchase Agreement will define what assets and liabilities are being sold and the structure of the transaction, among other terms and conditions such as required approvals. For the structure, it will be an asset sale which could be structured a number of ways, but in any structure would involve the Mitchell 50% undivided interest being removed from Kentucky's legal ownership and records and Wheeling taking legal ownership and becoming the owner of record from a real estate, accounting, tax, etc. standpoint.

Witness: Deryle B. Mattison

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DATA REQUEST

AG-KIUC 2-13 Refer to the Company's response to AG-KIUC 1-31 wherein it claims that the question inaccurately characterized the transactions.

- a. Provide a version of the question in statement form that correctly describes the transactions whereby Kentucky Power Company and Wheeling Power Company each acquired a 50% share of the Mitchell Plant.
- b. Provide a copy of the agreements whereby Wheeling Power Company acquired its 50% share of the Mitchell Plant.

RESPONSE

a. Pursuant to 807 KAR 5:001, Section 12(d)(3), see the Company's response to AG-KIUC 1-32, Attachments 1 through 3, the Company's response to subsection (b) herein, and the Company's response to AG-KIUC 2-1. The documents produced therein speak for themselves.

b. See KPCO_R_AG-KIUC_Attachments1 through 3 for the following:
KPCO_R_AG-KIUC_2_13_Attachment1: Asset Contribution Agreement of 50% of Mitchell from AEPGR to Newco Wheeling
KPCO_R_AG-KIUC_2_13_Attachment2: Ancillary Agreements for Transfer of 50% of Mitchell from AEPGR to Newco Wheeling
KPCO_R_AG-KIUC_2_13_Attachment3: Plan of Merger and Certificate of Merger

Witness: Deryle B. Mattison

**Final
Asset Contribution Agreement**

ASSET CONTRIBUTION AGREEMENT

BETWEEN

AEP GENERATION RESOURCES INC.

AND

NEWCO WHEELING INC.

January 31, 2015

**Final
Asset Contribution Agreement**

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EXHIBITS

- Exhibit A Form of Assignment of Contracts
- Exhibit B Form of Assignment of Easements and Rights of Way
- Exhibit C Form of Assignment of Real Property Leases
- Exhibit D Form of Assumption Agreement
- Exhibit E Form of Asset Transfer Agreement

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SCHEDULES

Schedule 1.01	Mitchell Plant
Schedule 1.02	Assumed Payables
Schedule 1.03	Debt
Schedule 1.04	Easements and Rights of Way
Schedule 1.05	Franklin Real Property
Schedule 2.01(b)	Real Property
Schedule 2.01(l)	Tangible Personal Property
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Schedule 2.01(p)	Generation Transmission Assets
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Schedule 4.01(e)	Leased Real Property and Real Property Leases
Schedule 4.01(g)	Environmental Matters and Environmental Permits
Schedule 4.01(i)	Contracts
Schedule 4.01(j)	Legal Proceedings
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ASSET CONTRIBUTION AGREEMENT

This **Asset Contribution Agreement** (this "Agreement"), dated as of January 31, 2015, is between **AEP Generation Resources Inc.**, a Delaware corporation ("Transferor"), and **Newco Wheeling Inc.**, a West Virginia corporation ("Transferee"). Collectively, Transferor and Transferee may be referred to herein as the "Parties" and each, individually, as a "Party."

W I T N E S S E T H

WHEREAS, Transferor owns an undivided 50% interest in the Mitchell Power Generation Facility in Moundsville, West Virginia, which is comprised of two 800 MW generating units and associated plant, equipment and facilities and certain other assets, improvements, properties (both tangible, including real and personal property, and intangible), and rights associated therewith or ancillary thereto, all as more specifically described in Schedule 1.01 (the "Mitchell Plant"); and

WHEREAS, Transferor desires to transfer and assign to Transferee, and Transferee desires to acquire and assume from Transferor, the Transferred Assets (as hereinafter defined) and certain liabilities, upon the terms and conditions hereinafter set forth; and

WHEREAS, Transferor and Transferee intend that the transfer of the Transferred Assets contemplated herein qualify as contributions to capital under Section 351 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Transferor directly owns all of the outstanding capital stock of Transferee.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

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**ARTICLE I
DEFINITIONS**

Section 1.01 Definitions.

(a) As used in this Agreement, the following terms have the following meanings:

"Affiliate" means a Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Ancillary Agreements" means the Assumption Agreement, the Asset Transfer Agreement, the Deeds, the Assignment of Easements and Rights of Way, the Assignment of Real Property Leases, the Assignment of Contracts, and any other agreements or instruments entered into between the Parties with respect to the transactions contemplated by this Agreement.

"Asset Transfer Agreement" means the Asset Transfer Agreement to be executed and delivered at Closing by Transferor to Transferee, in substantially the form attached hereto as Exhibit E.

"Assignment of Contracts" means the Assignment of Contracts agreement to be entered into between Transferor and Transferee at Closing, in substantially the form attached hereto as Exhibit A.

"Assignment of Easements and Rights of Way" means the Assignment of Easements and Rights of Way agreement to be entered into by Transferor and Transferee at Closing, in substantially the form attached hereto as Exhibit B.

"Assignment of Real Property Leases" means the Assignment of Real Property Leases agreement to be entered into by Transferor and Transferee at Closing, in substantially the form attached hereto as Exhibit C.

"Assumed Liabilities" has the meaning set forth in Section 2.03.

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"Assumed Payables" means payables owed by Transferor with respect to the Transferred Assets as generally set forth in Schedule 1.02.

"Assumption Agreement" means the Assumption Agreement to be entered into by Transferor and Transferee at Closing, in substantially the form attached hereto as Exhibit D.

"Business Day" means a day other than a Saturday, Sunday, or day on which banks are permitted or required to remain closed in the state of Ohio.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time.

"Closing" has the meaning set forth in Section 3.03.

"Closing Date" has the meaning set forth in Section 3.03.

"Conner Run Fly Ash Impoundment and Dam" has the meaning set forth in Schedule 2.02.

"Contracts" has the meaning set forth in Section 4.01(i).

"CWIP" has the meaning set forth in the definition of "Improvements."

"Debt" means the long-term and short-term debt owed by Transferor as described in Schedule 1.03.

"Deeds" means those certain deeds to be executed and delivered at Closing by Transferor to Transferee.

"Deferred Tax Assets" means the Transferor's deferred tax assets relating to the Transferred Assets or any assumed Liability that is carried on its books.

"Deferred Tax Liability" means the Transferor's deferred tax liability relating to the Transferred Assets or any assumed Liability that is carried on its books.

"Easements and Rights of Way" means the easements and rights of way as described in Schedule 1.04.

"Effective Time" has the meaning set forth in Section 3.03.

"Emissions Allowances" means all authorizations issued to Transferor by a Governmental Authority pursuant to a statutory or regulatory program promulgated by a Governmental Authority pursuant to which air emissions sources subject to the program are authorized to emit a prescribed quantity of air emissions.

"Encumbrance" means any security interest, pledge, mortgage, lien, charge, option to purchase, lease, claim, restriction, covenant, title defect, hypothecation, assignment, deposit

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arrangement or other encumbrance of any kind or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or title retention agreement).

"Environmental Condition" means the presence or Release to the environment, whether at the Real Property or otherwise, of Hazardous Substances, including any migration of Hazardous Substances through air, soil or groundwater at, to or from the Real Property or at, to or from any Off-Site Location, regardless of when such presence or Release occurred or is discovered.

"Environmental Laws" means all (i) Laws relating to pollution or protection of the environment, natural resources or human health and safety, including Laws relating to Releases or threatened Releases of Hazardous Substances or otherwise relating to the manufacture, formulation, generation, processing, distribution, use, treatment, storage, Release, transport, remediation, abatement, cleanup or handling of Hazardous Substances; (ii) Laws with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Substances; and (iii) Laws relating to the management or use of natural resources.

"Environmental Permits" has the meaning set forth in Section 4.01(g).

"Excluded Liabilities" has the meaning set forth in Section 2.04.

"FERC" means the Federal Energy Regulatory Commission.

"Franklin Real Property" means that certain real property held by Franklin Real Estate Company, a wholly owned subsidiary of the Parent, as agent for and for the benefit of Transferor's electric generation assets as more specifically described in Schedule 1.05.

"Generation Transmission Assets" has the meaning set forth in Section 2.01(p).

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods or acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition.

"Governmental Authority" means any: (i) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any

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governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Hazardous Substances" means (i) any petrochemical or petroleum products, oil or coal ash, radioactive materials, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid which may contain levels of polychlorinated biphenyls; (ii) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants," "pollutants," "toxic pollutants," or words of similar meaning and regulatory effect under any applicable Environmental Law; and (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

"Improvements" means all buildings, structures, machinery and equipment (including all fuel handling and storage facilities), fixtures, construction work in progress ("CWIP"), and other improvements, including all piping, cables and similar equipment forming part of the mechanical, electrical, plumbing or HVAC infrastructure of any building, structure or equipment, located on and affixed to the Real Property, the Leased Real Property and the Easements and Rights of Way.

"Intellectual Property" means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising: (i) all software necessary to operate or maintain the Transferred Assets, (ii) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable, and (iii) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications.

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"Inventories" means (i) all inventories of fuels and consumables owned by Transferor for use at the Mitchell Plant, whether located on Real Property, Leased Real Property or the Easements and Rights of Way associated with the Mitchell Plant or in transit thereto or stored offsite and (ii) all materials and supplies, including without limitation, spare parts, owned by Transferor for use at or in connection with the Mitchell Plant.

"Knowledge" means the actual and current knowledge of the corporate officer or officers of the specified Person charged with responsibility for the particular function as of the date of this Agreement, or, with respect to any certificate delivered pursuant to this Agreement, the date of delivery of the certificate, without any implication of verification or investigation concerning such knowledge.

"Laws" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States, any foreign country and any domestic or foreign state, county, city or other political subdivision or of any Governmental Authority.

"Leased Real Property" has the meaning set forth in Section 4.01(e)(i).

"Liability" means any liability or obligation, whether known or unknown, whether asserted or not asserted, whether absolute or contingent, whether accrued or not accrued, whether liquidated or not liquidated, whether incurred or consequential, and whether due or to become due.

"Material Adverse Effect" means (i) any event, circumstance or condition materially impairing the ability of Transferor to perform its obligations under this Agreement or any Ancillary Agreement or (ii) any change in or effect on Transferor or the Transferred Assets that is materially adverse to the Transferred Assets, other than (a) any change resulting from changes in the international, national, regional or local wholesale or retail markets for electricity, (b) any change resulting from changes in the international, national, regional or local markets for fuel or consumables used at the Mitchell Plant, (c) any change resulting from changes in the North American, national, regional or local electric transmission system, and (d) any change in Law generally applicable to similarly situated Persons.

"Mitchell Plant" has the meaning set forth in the first recital.

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"Net Book Value" means an amount in dollars, as reflected in the corresponding line item or items of the balance sheet of Transferor as of the applicable date for all Transferred Assets and all Assumed Liabilities. With respect to the Transferred Assets, Net Book Value is equal to total Transferred Assets net of accumulated depreciation or amortization as appropriate.

"Off-Site Location" means any real property other than the Real Property, the Leased Real Property or real property covered by the Easements and Rights of Way.

"Operator" means the operator of the Transferred Assets, currently Kentucky Power Company.

"Organizational Documents" means (i) the articles or certificate of incorporation and the bylaws of a corporation; (ii) the limited liability company operating agreement and certificate of formation of a limited liability company; (iii) the partnership agreement and any statement of partnership of a general partnership; (iv) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (v) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person and (vi) any amendment to any of the foregoing.

"Parent" means American Electric Power Company, Inc.

"Party" has the meaning set forth in the first paragraph of this Agreement.

"Permits" has the meaning set forth in Section 4.01(k).

"Permitted Encumbrances" means: (i) mechanics', carriers', workmen's, repairmen's or other like Encumbrances arising or incurred in the ordinary course of business that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (ii) Encumbrances for Taxes not yet due or which are being contested in good faith by appropriate proceedings and that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (iii) imperfections of title or encumbrances, if any, that, individually or in the aggregate, do not materially impair, and would not reasonably be expected to have a Material Adverse Effect; (iv) leases, subleases and similar agreements, and liens of any landlord or other third party on property over which Transfer has easement rights or on any Leased Real Property and subordination or similar agreements relating thereto; (v) leases, mineral reservations and conveyances, easements, covenants, rights-of-way and other similar restrictions of record; (vi) any conditions that may be shown by a current, accurate survey or physical inspection of the Real Property or the Leased Real Property made prior to the Closing; (vii)

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zoning, planning, conservation restriction and other land use and environmental regulations by Governmental Authorities; (viii) the respective rights and obligations of the Parties under this Agreement and the Ancillary Agreements; (ix) Encumbrances resulting from legal proceedings being contested in good faith by appropriate proceedings that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (x) other Encumbrances that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority.

"Real Property" has the meaning set forth in Section 2.01(b).

"Real Property Leases" has the meaning set forth in Section 4.01(e)(i).

"Release" means any release, spill, leak, discharge, disposal of, pumping, pouring, emitting, emptying, injecting, leaching, dumping or allowing to escape into or through the environment.

"Tax" means all federal, state, local and foreign taxes, charges, fees, levies, imposts, duties or other assessments, including, without limitation, income, gross receipts, excise, employment, sales, use, transfer, license, payroll, franchise, severance, stamp, occupation, windfall profits, environmental (including taxes under Code Section 59A), premium, federal highway use, commercial rent, customs duties, capital stock, paid up capital, profits, withholding, social security, single business and unemployment, disability, real property, personal property, registration, ad valorem, value added, alternative or add-on minimum, estimated, or other tax or governmental fee of any kind whatsoever, imposed or required to be withheld by any Governmental Authority, including any interest, penalties or additions thereto, whether disputed or not.

"Transferee" has the meaning set forth in the first paragraph of this Agreement.

"Transferor" has the meaning set forth in the first paragraph of this Agreement.

"Transferred Assets" has the meaning set forth in Section 2.01.

(b) **Interpretation.** In this Agreement, unless otherwise specified or where the context otherwise requires:

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(i) a reference, without more, to a recital is to the relevant recital to this Agreement, to an Article or Section is to the relevant Article or Section of this Agreement, and to a Schedule or Exhibit is to the relevant Schedule or Exhibit to this Agreement;

(ii) words importing any gender shall include other genders;

(iii) words importing the singular only shall include the plural and vice versa;

(iv) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation;"

(v) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(vi) reference to any applicable Law means, if applicable, such Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder;

(vii) "or" is used in the inclusive sense of "and/or";

(viii) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto;

(ix) the words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; and

(x) references to any Party hereto or any other agreement or document shall include such Party's successors and permitted assigns, but, if applicable, only if such successors and assigns are not prohibited by this Agreement.

**ARTICLE II
TRANSFER OF ASSETS**

Section 2.01 Transfer of Assets. Upon the terms and conditions set forth in this Agreement, at the Closing but effective as of the Effective Time, Transferor shall transfer, convey, assign and deliver to Transferee as a contribution to capital, and Transferee shall acquire and assume from Transferor as a contribution to capital, free and clear of all Encumbrances other than Permitted Encumbrances, an undivided fifty percent (50%) ownership interest in and to the following described assets (the "Transferred Assets"):

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- (a) the Mitchell Plant;
- (b) the real property (including the Improvements) described in Schedule 2.01(b) (and together with the Franklin Real Property, the “Real Property”);
- (c) the Real Property Leases (including the Improvements) ;
- (d) the Easements and Rights of Way (including the Improvements);
- (e) all Inventories;
- (f) the Contracts;
- (g) the Permits;
- (h) the Environmental Permits;
- (i) the Intellectual Property;
- (j) the Emissions Allowances;
- (k) the Deferred Tax Assets;
- (l) all vehicles, equipment, machinery, furniture and other tangible personal property used in connection with the Mitchell Plant or located on or at the Real Property, the Leased Real Property and the Easements and Rights of Way, a partial list of which is described on Schedule 2.01(l);
- (m) the other assets described in Schedule 2.01(m);
- (n) all unexpired, transferable warranties and guarantees from manufacturers, vendors and other third parties with respect to any Improvement or item of real or tangible personal property constituting part of the Transferred Assets;
- (o) all books, purchase orders, operating records, operating, safety and maintenance manuals, engineering design plans, blueprints and as-built plans, specifications, procedures, studies, reports, equipment repair, safety, maintenance or service records, and similar items (subject to the right of Transferor to retain copies of same for its use), other than such items that are proprietary to third parties and accounting records (to the extent that any of the foregoing is contained in an electronic format, Transferor shall reasonably cooperate with

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Transferee to transfer such items to Transferee in a format that is reasonably acceptable to Transferee);

(p) the electrical transmission facilities associated with the Mitchell Plant located at or forming part of the Mitchell Plant, including all energized switchyard facilities on the generation asset side of the appropriate interconnection points and real property directly associated therewith, all substation facilities and support equipment, as well as all permits, contracts and warranties related thereto, including those certain assets and facilities specifically identified on Schedule 2.01(p) (the "Generation Transmission Assets");

(q) all Mitchell Plant power generation function equipment including, but not limited to, generation step-up transformers, turbine-generators, plant power distribution equipment and such unit auxiliary transformers, forced draft fans, coal handling facilities, precipitator facilities, and protection and control equipment and systems that are associated with the Mitchell Plant;

(r) the rights of Transferor in and to any causes of action against third parties relating to the Transferred Assets or any part thereof, including any claim for refunds (but excluding any refund, credit, penalty, payment, adjustment or reconciliation related to Taxes paid or due for periods ending prior to the Effective Time in respect of the Transferred Assets, whether such refund, credit, penalty, payment, adjustment or reconciliation is received as a payment or, subject to Section 3.02, as a credit against future Taxes payable), prepayments, offsets, recoupment, insurance proceeds, condemnation awards, judgments and the like, whether received as a payment or credit against future liabilities, relating specifically to Transferred Assets and relating to any period ending prior to, on, or after the Effective Time;

(s) the rights of Transferor in, to and under all contracts, agreements, arrangements, permits or licenses of any nature and related to the Transferred Assets, which are not expressly excluded pursuant to Section 2.02 and of which the obligations of Transferor thereunder are not expressly excluded by Transferee pursuant to Section 2.04; and

(t) to the extent not otherwise described in this Section 2.01, all other assets and property, whether real or personal, tangible or intangible, that are associated with or used in

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connection with ownership and operation of the Mitchell Plant, except the Excluded Assets as set forth in Section 2.02.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.01 or elsewhere in this Agreement, nothing in this Agreement shall constitute or be construed as conferring on Transferee, and Transferee is not acquiring, any right, title or interest in and to any properties, assets, business, operation, or division of Transferor or any of its Affiliates (other than Transferee) not expressly set forth in Section 2.01. Specifically, Transferor is not transferring, and Transferee is not acquiring, Transferor's interest in the Conner Run Fly Ash Impoundment and Dam as more particularly described in Schedule 2.02.

Section 2.03 Assumed Liabilities. On the Closing Date, Transferee shall execute and deliver the Assumption Agreement, pursuant to which, among other things, Transferee shall assume all Liabilities described therein and, in addition, Transferee shall assume the following Liabilities (collectively, the "Assumed Liabilities"):

(a) on the terms and subject to the conditions set forth in this Agreement, at the Closing, Transferee shall assume and become responsible for, and shall thereafter pay, perform and discharge as and when due fifty percent (50%) of the Liabilities arising under or related to the Transferred Assets whether arising from, or relating to, periods prior to, on or after the Effective Time;

(b) all Liability of Transferor with respect to the Assumed Payables;

(c) all Liability of Transferor with respect to the Debt to the extent relating to periods of time after the Effective Time;

(d) all Liability of Transferor with respect to the Deferred Tax Liability; and

(e) all Liability of Transferor with respect to the property Taxes related to the Transferred Assets.

2.04 Excluded Liabilities. Notwithstanding the foregoing provisions of Section 2.03, Transferee shall not assume by virtue of this Agreement, the Assumption Agreement or any other Ancillary Agreement, or the transactions contemplated hereby or thereby, or otherwise, and

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shall have no liability for any of the following Liabilities or any Liability of Transferor that is not related to the Transferred Assets (the "Excluded Liabilities"):

- (a) any Liabilities of Transferor with respect to any assets of Transferor that are not Transferred Assets;
- (b) any Liabilities with respect to Transferor's current income Taxes and any other Taxes not otherwise assumed pursuant to Section 2.03(d) and (e);
- (c) any fines and penalties imposed by any Governmental Authority resulting from any act or omission by Transferor and not related to the Transferred Assets;
- (d) any Liability of Transferor arising as a result of its execution and delivery of this Agreement or any Ancillary Agreement, the performance of its obligations hereunder or thereunder, or the consummation by Transferor of the transactions contemplated hereby or thereby.

**ARTICLE III
ASSET TRANSFER; CLOSING**

Section 3.01 Asset Transfer. Transferor shall transfer to Transferee an undivided fifty percent (50%) ownership interest in and to the Transferred Assets at Net Book Value as of the Effective Time. In the event that final amounts for the Net Book Value of the Transferred Assets are not available on the Closing Date, the final Net Book Value of the Transferred Assets shall be determined and agreed to by Transferee and Transferor within ninety (90) days after the Closing Date. Transferor and Transferee agree to furnish each other with such documents and other records as may be reasonably requested in order to confirm the final Net Book Value of the Transferred Assets.

Section 3.02 Proration.

- (a) Transferee and Transferor agree that all of the items normally prorated, including those listed below, relating to the business and operation of the Transferred Assets shall be prorated as of the Effective Time, with Transferor liable to the extent such items relate to any time period through the Effective Time, and Transferee liable to the extent such items relate to periods subsequent to the Effective Time:

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(i) personal property, real estate, occupancy and any other Taxes, assessments and other charges, if any, on or with respect to the business and operation of the Transferred Assets. Provided, however, that the Parties shall not prorate any Taxes, assessments or charges relating to the Transferred Assets that are to be assumed by Transferee pursuant to Section 2.03;

(ii) rent, Taxes and other items payable by or to Transferor under any of the Contracts to be assigned to and assumed by the Transferee hereunder; and

(iii) sewer rents and charges for water, telephone, electricity and other utilities.

(b) In connection with such proration, in the event that actual figures are not available at the Closing Date, the proration shall be based upon the actual amount of such Taxes or fees for the preceding year (or appropriate period) for which actual Taxes or fees are available and such Taxes or fees shall be re-prorated upon request of either Transferor or Transferee made within ninety (90) days after the date that the actual amounts become available. Transferor and Transferee agree to furnish each other with such documents and other records as may be reasonably requested in order to confirm all adjustment and proration calculations made pursuant to this Section 3.02.

Section 3.03 Closing. The transfer, assignment, conveyance and delivery of fifty percent (50%) of the Transferred Assets, and the consummation of the other transactions contemplated by this Agreement, shall take place at a closing (the "Closing") to be held at the offices of American Electric Power, 1 Riverside Plaza, Columbus, Ohio 43215 at a time mutually acceptable to the Parties on the date of the execution and delivery of this Agreement by each of the Parties (the "Closing Date"). The Closing shall be effective for all purposes as of January 31, 2015 at 11:56 p.m. EST (the "Effective Time").

Section 3.04 Closing Deliveries.

(a) At the Closing, Transferor will deliver, or cause to be delivered, to Transferee the following items:

(i) possession of the Transferred Assets;

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- by Transferor;
- (ii) an original of each of the Deeds, duly executed and acknowledged
- Transferor;
- (iii) an original of the Asset Transfer Agreement duly executed by
- Transferor;
- (iv) an original of the Assumption Agreement duly executed by
- Transferor;
- (v) an original of each Assignment of Easements and Rights of Way
- duly executed by Transferor;
- (vi) an original of each Assignment of Real Property Leases duly
- executed by Transferor;
- (vii) an original of the Assignment of Contracts duly executed by
- Transferor; and
- (viii) such other documents as are contemplated by this Agreement or as
- Transferee may reasonably request to carry out the purposes of this Agreement.

(b) At the Closing, Transferee will deliver, or cause to be delivered, to Transferor the following items:

- (i) an original of the Asset Transfer Agreement duly executed by
- Transferee;
- (ii) an original of the Assumption Agreement duly executed by
- Transferee;
- (iii) an original of each Assignment of Easements and Rights of Way
- duly executed by Transferee;
- (iv) an original of each Assignment of Real Property Leases duly
- executed by Transferee;
- (v) an original of the Assignment of Contracts duly executed by
- Transferee; and

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(vi) such other documents as are contemplated by this Agreement or as Transferor may reasonably request, including vehicle titles, to consummate the transactions contemplated hereby.

(c) Transferee may direct Transferor at Closing to assign or transfer any portion of the Transferred Assets directly to one or more of its affiliates.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES**

Section 4.01 Representations and Warranties of Transferor. Transferor represents and warrants to Transferee as follows:

(a) Organization and Good Standing; Qualification. Transferor is a corporation duly formed, validly existing and in good standing under the laws of the state of Delaware. Transferor has all requisite power and authority to own, lease or operate the Transferred Assets and to carry on its business as it is now being conducted.

(b) Authority and Enforceability. Transferor has full power and authority to execute and deliver, and carry out its obligations under, this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Transferor of this Agreement and each Ancillary Agreement to which it is a party, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary action on the part of Transferor. Assuming the due authorization, execution and delivery of this Agreement and each Ancillary Agreement to which it is a party by Transferee, this Agreement and each such Ancillary Agreement constitutes a legal, valid and binding obligation of Transferor enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency and other similar laws affecting the rights and remedies of creditors generally and by general principles of equity.

(c) No Violation; Consents and Approvals.

(i) Neither the execution, delivery and performance by Transferor of this Agreement and each Ancillary Agreement to which it is a party, nor the consummation by

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Transferor of the transactions contemplated hereby and thereby, will (i) conflict with or result in any breach of any provision of the Organizational Documents of Transferor; (ii) result in a default (or give rise to any right of termination, cancellation or acceleration), or require a consent, under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which Transferor is a party or by which it or any of the Transferred Assets may be bound, except for any such defaults or consents (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained or which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; or (iii) constitute a violation of any law, regulation, order, judgment or decree applicable to Transferor, except for any such violations as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ii) Transferor has obtained all consents and approvals from each Governmental Authority necessary for the execution, delivery and performance of this Agreement by Transferor or of any Ancillary Agreement to which Transferor is a party, or the consummation by Transferor of the transactions contemplated hereby and thereby, other than such consents and approvals which, if not obtained or made, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Insurance. All material policies of property, liability, workers' compensation and other forms of insurance owned or held by, or on behalf of, Transferor and insuring the Transferred Assets are in full force and effect, all premiums with respect thereto covering all periods up to and including the date hereof have been paid (other than retroactive premiums), and no notice of cancellation or termination has been received with respect to any such policy which was not replaced on substantially similar terms prior to the date of such cancellation.

(e) Leased Real Property.

(i) Schedule 4.01(e) sets forth a description of each lease of real property held by Transferor (the "Real Property Leases") and the real property covered thereby (the "Leased Real Property") that is to be transferred as contemplated herein by Transferor to Transferee.

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(ii) Each Real Property Lease (a) constitutes a legal, valid and binding obligation of Transferor and, to Transferor's Knowledge, constitutes a valid and binding obligation of the other parties thereto and (b) is in full force and effect and Transferor has not delivered or received any written notice of termination thereunder.

(iii) There is not under any Real Property Lease any default or event which, with notice or lapse of time or both, (a) would constitute a default by Transferor or, to Transferor's Knowledge, any other party thereto, (b) would constitute a default by Transferor or, to Transferor's Knowledge, any other party thereto which would give rise to an automatic termination, or the right of discretionary termination, thereof, or (c) would cause the acceleration of any of Transferor's obligations thereunder or result in the creation of any Encumbrance (other than any Permitted Encumbrance) on any of the Transferred Assets. There are no claims, actions, proceedings or investigations pending or, to the Knowledge of Transferor, threatened against Transferor or any other party to any Real Property Lease before any Governmental Authority or body acting in an adjudicative capacity relating in any way to any Real Property Lease or the subject matter thereof. Transferor has no Knowledge of any defense, offset or counterclaim arising under any Real Property Lease.

(f) Title; Condition of Assets.

(i) Subject to Permitted Encumbrances, Transferor holds title to an undivided interest in fifty percent (50%) of the Real Property and the Easements and Rights of Way and has good and valid title thereto and to an undivided interest in fifty percent (50%) of the other Transferred Assets that it purports to own or in which it has an interest, free and clear of all Encumbrances.

(ii) The tangible assets (real and personal) at, related to, or used in connection with Mitchell Plant, taken as a whole, (a) are in good operating and usable condition and repair, free from any defects (except for ordinary wear and tear, in light of their respective ages and historical usages, and except for such defects as do not materially interfere with the use thereof in the conduct of the normal operation and maintenance of the Transferred Assets taken as a whole) and (b) have been maintained consistent with Good Utility Practice.

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(g) Environmental Matters. Except as disclosed in Section II of Schedule 4.01(g):

(i) Transferor or the Operator holds, and is in compliance with, all permits, certificates, certifications, licenses and other authorizations issued by Governmental Authorities under Environmental Laws that are required for Transferor to conduct the business and operations of the Transferred Assets (collectively, "Environmental Permits"), and Transferor is otherwise in compliance with all applicable Environmental Laws with respect to the business and operations of the Transferred Assets, except for any such failures to hold or comply with required Environmental Permits, or such failures to be in compliance with applicable Environmental Laws, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(ii) Transferor has not received any written request for information, or been notified of any violation, or that it is a potentially responsible party, under CERCLA or any other Environmental Law for contamination or air emissions at the Mitchell Plant, the Real Property, the Leased Real Property or the real property covered by the Easements and Rights of Way, except for any such requests or notices that would result in liabilities under such laws as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and there are no claims, actions, proceedings or investigations pending or, to the Knowledge of Transferor, threatened against Transferor before any Governmental Authority or body acting in an adjudicative capacity relating in any way to any Environmental Laws or against Transferor or Parent concerning contamination or air emissions at the Mitchell Plant, the Real Property, the Leased Real Property or the real property covered by the Easements and Rights of Way; and

(iii) there are no outstanding judgments, decrees or judicial orders relating to the Transferred Assets regarding compliance with any Environmental Law or to the investigation or cleanup of Hazardous Substances under any Environmental Law relating to the Transferred Assets, except for such outstanding judgments, decrees or judicial orders as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

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(iv) Section I of Schedule 4.01(g) lists all material Environmental Permits. The representations and warranties made in this Section 4.01(g) are the exclusive representations and warranties of Transferor relating to environmental matters.

(h) Condemnation. There are no pending or, to the Knowledge of Transferor, threatened proceedings or governmental actions to condemn or take by power of eminent domain all or any part of the Transferred Assets.

(i) Contracts and Leases.

(i) Schedule 4.01(i) lists all written contracts, agreements, licenses (other than Environmental Permits, Permits or Intellectual Property) or personal property leases of Transferor that are material to the business or operations of the Transferred Assets (the "Contracts").

(ii) Each Contract (a) constitutes a legal, valid and binding obligation of Transferor and, to Transferor's Knowledge, constitutes a valid and binding obligation of the other parties thereto and (b) is in full force and effect and Transferor has not delivered or received any written notice of termination thereunder.

(iii) There is not under any Contract any default or event which, with notice or lapse of time or both, (a) would constitute a default by Transferor or, to Transferor's Knowledge, any other party thereto, (b) would constitute a default by Transferor or, to Transferor's Knowledge, any other party thereto which would give rise to an automatic termination, or the right of discretionary termination, thereof, or (c) would cause the acceleration of any of Transferor's obligations thereunder or result in the creation of any Encumbrance (other than any Permitted Encumbrance) on any of the Transferred Assets. There are no claims, actions, proceedings or investigations pending or, to the Knowledge of Transferor, threatened against Transferor or any other party to any Contract before any Governmental Authority or body acting in an adjudicative capacity relating in any way to any Contract or the subject matter thereof. Transferor has no Knowledge of any defense, offset or counterclaim arising under any Contract.

(j) Legal Proceedings. Except as set forth on Schedule 4.01(j), there are no actions or proceedings pending or, to the Knowledge of Transferor, threatened against Transferor before any court, arbitrator or Governmental Authority, which, individually or in the aggregate,

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would reasonably be expected to have a Material Adverse Effect. Transferor is not subject to any outstanding judgments, rules, orders, writs, injunctions or decrees of any court, arbitrator or Governmental Authority that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(k) Permits.

(i) Transferor or the Operator has all permits, licenses, franchises and other governmental authorizations, consents and approvals (other than Environmental Permits, which are addressed in Section 4.01(g)) necessary to own and operate the Transferred Assets (collectively, "Permits"), except where any failures to have such Permits would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Transferor has not received any written notification that Transferor is in violation, nor does Transferor have Knowledge of any violations, of any such Permits, or any Law or judgment of any Government Authority applicable to Transferor with respect to the Transferred Assets, except for violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ii) Schedule 4.01(k) lists all material Permits (other than Environmental Permits).

(l) Taxes. To the Knowledge of Transferor, Transferor has filed all Tax Returns that are required to be filed by it with respect to any Tax relating to the Transferred Assets, and Transferor has paid all Taxes that have become due as indicated thereon, except where such Tax is being contested in good faith by appropriate proceedings, or where any failures to so file or pay would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There are no Encumbrances for Taxes on the Transferred Assets that are not Permitted Encumbrances.

(m) Intellectual Property. Transferor has such ownership of or such rights by license or other agreement to use all Intellectual Property necessary to permit Transferor to conduct its business with respect to the Transferred Assets as currently conducted, except where any failures to have such ownership, license or right to use would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Transferor is not, nor has

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Transferor received any notice that Transferor is, in default (or with the giving of notice or lapse of time or both, would be in default) under any contract to use such Intellectual Property, and there are no material restrictions on the transfer of any material contract, or any interest therein, held by Transferor in respect of such Intellectual Property. Transferor has not received notice that it is infringing any Intellectual Property of any other Person in connection with the operation or business of the Transferred Assets.

(n) Compliance with Laws. Transferor is in compliance with all applicable Laws with respect to the ownership or operation of the Transferred Assets, except where any such failures to be in compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(o) Limitation of Representations and Warranties. **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT AND IN ANY ANCILLARY AGREEMENT, TRANSFEROR IS NOT MAKING, AND HEREBY DISCLAIMS, ANY OTHER REPRESENTATIONS AND WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING TRANSFEROR OR THE TRANSFERRED ASSETS OR ANY PART THEREOF.**

Section 4.02 Representations and Warranties of Transferee. Transferee represents and warrants to Transferor as follows:

(a) Organization and Good Standing. Transferee is a corporation duly formed, validly existing and in good standing under the laws of the state of West Virginia and has all requisite power and authority to own, lease or operate its properties and to carry on its business as it is now being conducted.

(b) Authority and Enforceability. Transferee has full power and authority to execute and deliver and carry out its obligations under this Agreement and each Ancillary Agreement to which it is a party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Transferee of this Agreement and each such Ancillary Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary action by Transferee. Assuming the due authorization, execution and delivery of this Agreement and each such Ancillary Agreement by the other party or parties thereto, this Agreement and each such

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Ancillary Agreement constitutes a legal, valid and binding obligation of Transferee, enforceable against Transferee in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency and other similar laws affecting the rights and remedies of creditors generally and by general principles of equity.

(c) No Violation; Consents and Approvals.

(i) Neither the execution, delivery and performance by Transferee of this Agreement and each Ancillary Agreement to which Transferee is a party, nor the consummation by Transferee of the transactions contemplated hereby and thereby, will (a) conflict with or result in any breach of any provision of the Organizational Documents of Transferee; (b) result in a default (or give rise to any right of termination, cancellation or acceleration), or require a consent, under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which Transferee is a party or by which any of their respective material properties or assets may be bound, except for any such defaults or consents (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained or which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the ability of Transferee to perform its obligations under this Agreement and the Ancillary Agreements; or (c) constitute a violation of any law, regulation, order, judgment or decree applicable to Transferee, except for any such violations as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the ability of Transferee to perform its obligations under this Agreement and the Ancillary Agreements.

(ii) Transferee has obtained all consents and approvals from each Governmental Authority or other Person necessary for the execution and delivery of this Agreement or any Ancillary Agreement by Transferee, or the consummation by Transferee of the transactions contemplated hereby and thereby, except for any such consents and approvals which, if not obtained or made, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the ability of Transferee to perform its obligations under this Agreement and the Ancillary Agreements.

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(d) **Legal Proceedings.** There are no actions or proceedings pending or, to the Knowledge of Transferee, threatened against Transferee before any court, arbitrator or Governmental Authority, which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on the ability of Transferee to perform its obligations under this Agreement and the Ancillary Agreements. Transferee is not subject to any outstanding judgments, rules, orders, writs, injunctions or decrees of any court, arbitrator or Governmental Authority which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on the ability of Transferee to perform its obligations under this Agreement and the Ancillary Agreements.

**ARTICLE V
CERTAIN COVENANTS AND AGREEMENTS**

Section 5.01 **Transfer Tax; Recording Costs.** All transfer, use, stamp, sales and similar Taxes and recording costs incurred in connection with this Agreement and the transactions contemplated hereby shall be the sole responsibility of Transferee.

Section 5.02 **Further Assurances.**

(a) Subject to the terms and conditions of this Agreement, Transferor and Transferee shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transfer of the Transferred Assets pursuant to this Agreement and the assumption of the Assumed Liabilities, including using commercially reasonable efforts with a view to obtaining all necessary consents, approvals and authorizations of, and making all required notices or filings with, third parties required to be obtained or made in order to consummate the transactions hereunder, including the transfer of the Environmental Permits and the Permits to Transferee. Neither Transferor, on the one hand, nor Transferee, on the other hand, shall, without prior written consent of the other, take or fail to take any action which might reasonably be expected to prevent or materially impede, interfere with, or delay the transactions contemplated by this Agreement.

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(b) In the event that any portion of the Transferred Assets shall not have been conveyed to Transferee at the Closing, Transferor shall, subject to paragraphs (c) and (d) immediately below, convey such asset to Transferee as promptly as practicable after the Closing.

(c) To the extent, if any, that Transferor's rights under any Contract, Real Property Leases, or Easements and Rights of Way may not be assigned without the consent of any other party thereto, which consent has not been obtained by the Closing Date, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful. Transferor and Transferee agree that if any consent to an assignment of any Contract, Real Property Lease, or Easement and Right of Way has not been obtained at the Closing Date, or if any attempted assignment would be ineffective or would impair Transferee's rights and obligations under the Contract, Real Property Lease, or Easement and Right of Way in question, so that Transferee would not in effect acquire the benefit of all such rights and obligations, Transferor, at its option and to the maximum extent permitted by law and such Contract, Real Property Lease, or Easement and Right of Way, shall, after the Closing Date, (i) appoint Transferee to be Transferor's agent with respect to such Contract, Real Property Lease, or Easement and Right of Way or (ii) to the maximum extent permitted by law and such Contract, Real Property Lease, or Easement and Right of Way, enter into such reasonable arrangements with Transferee or take such other commercially reasonable actions to provide Transferee with the same or substantially similar rights and obligations of such Contract, Real Property Lease, or Easement and Right of Way. From and after the Closing Date, Transferor and Transferee shall cooperate and use commercially reasonable efforts to obtain an assignment to Transferee of any such Contract, Real Property Lease, or Easement and Right of Way.

(d) To the extent that Transferor's rights under any warranty or guaranty described in Section 2.01(n) may not be assigned without the consent of another Person, which consent has not been obtained by the Closing Date, this Agreement shall not constitute an agreement to assign the same, if an attempted assignment would constitute a breach thereof or be unlawful. The Parties agree that if any consent to an assignment of any such warranty or guaranty has not been obtained or if any attempted assignment would be ineffective or would impair Transferee's rights and obligations under the warranty or guaranty in question, so that

**Final
Asset Contribution Agreement**

Transferee would not in effect acquire the benefit of all such rights and obligations, Transferor shall use commercially reasonable efforts to the extent permitted by law and such warranty or guaranty, to enforce such warranty or guaranty for the benefit of Transferee to the maximum extent possible so as to provide Transferee with the benefits and obligations of such warranty or guaranty. Notwithstanding the foregoing, Transferor shall not be obligated to bring or file suit against any third party, provided that if Transferor determines not to bring or file suit after being requested by Transferee to do so, Transferor shall assign, to the extent permitted by law or any applicable agreement, its rights in respect of the claims so that Transferee may bring or file such suit.

Section 5.03 Survival. The representations and warranties of the Parties contained herein shall not survive the Closing and thereafter shall be of no further force and effect.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

Section 6.01 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given (i) on the day when delivered personally or by e-mail (with confirmation) or facsimile transmission (with confirmation), (ii) on the next Business Day when delivered to a nationally recognized overnight delivery service, or (iii) five (5) Business Days after deposited as registered or certified mail (return receipt requested), in each case, postage prepaid, addressed to the recipient Party at its address set forth below (or to such other addresses and e-mail and facsimile numbers for a Party as shall be specified by like notice; provided, however, that any notice of a change of address or e-mail or facsimile number shall be effective only upon receipt thereof):

If to Transferor, to:

AEP Generation Resources Inc.
1 Riverside Plaza
Columbus, OH 43215
Attn: Charles E. Zebula - President
Facsimile No.: (614) 716-1404
Email: cezebula@aepes.com

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If to Transferee, to:

Newco Wheeling Inc.
1 Riverside Plaza
Columbus, OH 43215
Attn: Jeffrey D. Cross - Vice President
Facsimile No.: (614) 716-2904
Email: jdcross@aep.com

Section 6.02 Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by each other Party; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

Section 6.03 Entire Agreement; Amendment; Etc.

(a) This Agreement and the Ancillary Agreements, including the Schedules, Exhibits, documents, certificates and instruments referred to herein or therein, embody the entire agreement and understanding of the Parties hereto in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein or therein. This Agreement supersedes all prior or contemporaneous agreements, understandings or statements or agreements between the Parties, whether written or oral, with respect to the transactions contemplated hereby. Each Party acknowledges and agrees that no employee, officer, agent or representative of the other Party has the authority to make any representations, statements or promises in addition to or in any way different than those contained in this Agreement and the Ancillary Agreements, and that it is not entering into this Agreement or the Ancillary

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Agreements in reliance upon any representation, statement or promise of the other Party except as expressly stated herein or therein.

(b) This Agreement may not be amended, supplemented, terminated or otherwise modified except by a written agreement executed by Transferor and Transferee.

(c) This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.04 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by, on the one hand, Transferor, and, on the other hand, Transferee, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other Party, and any attempt to make any such assignment without such consent will be null and void. Notwithstanding the foregoing, Transferor or Transferee may assign or otherwise transfer its rights hereunder and under any Ancillary Agreement to any bank, financial institution or other lender providing financing to Transferor or Transferee, as applicable, as collateral security for such financing; provided, however, that no such assignment shall (i) impair or materially delay the consummation of the transactions contemplated hereby or (ii) relieve or discharge Transferor or Transferee, as the case may be, from any of its obligations hereunder and thereunder.

Section 6.05 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

**Final
Asset Contribution Agreement**

Section 6.06 Governing Law. This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or relating to the subject matter of this Agreement (including all tort and contract claims) will be governed by and construed in accordance with the laws of the state of Ohio, without giving effect to choice of law principles thereof.

Section 6.07 Counterparts; Facsimile Execution. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to each other Party, it being understood that the Parties need not sign the same counterpart. This Agreement may be executed by facsimile signature(s) or signatures in portable document format.

Section 6.08 Schedules. The Schedules to this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Section 6.09 Specific Performance. The Parties hereto agree that irreparable damage would occur in the event any of the provisions of this Agreement were not to be performed in accordance with the terms hereof and that the Parties will be entitled to specific performance of the terms hereof in addition to any other remedies at law or in equity.

Signatures appear on following page

**Final
Asset Contribution Agreement**

IN WITNESS WHEREOF, each of the Parties has caused this Asset Contribution Agreement to be executed on its behalf by its respective officer thereunto duly authorized, all as of the day and year first above written.

TRANSFEROR

AEP GENERATION RESOURCES INC.

By: Charles E. Zebula
Charles E. Zebula, President

TRANSFeree

NEWCO WHEELING INC.

By: Jeffrey D. Cross
Jeffrey D. Cross, Vice President

EXHIBIT A TO ASSET CONTRIBUTION AGREEMENT

ASSIGNMENT OF CONTRACTS

This **Assignment of Contracts** (this "Assignment") from **AEP Generation Resources Inc.**, a Delaware corporation ("Assignor"), to **Newco Wheeling Inc.**, a West Virginia corporation ("Assignee"), is executed on the 23rd day of January, 2015, but effective for all purposes on the 31st day of January, 2015 at 11:56 p.m. EST (the "Effective Time"). All capitalized terms used but not defined in this Agreement have the meanings assigned to such terms in the Asset Contribution Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement dated January 31, 2015 (the "Asset Contribution Agreement"); and

WHEREAS, Assignor is a party to the contracts and agreements set forth on Exhibit A attached hereto (collectively, the "Contracts"); and

WHEREAS, pursuant to the Asset Contribution Agreement, Assignor has agreed to assign to Assignee its undivided fifty percent (50%) right, title and interest in and to the Contracts as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment.** Effective as of the Effective Date, Assignor, pursuant to the terms and conditions of the Asset Contribution Agreement, hereby transfers and assigns to Assignee an undivided fifty percent (50%) right, title and interest in and to the Contracts listed in Exhibit A.
- 2. Assumption.** Assignee hereby accepts such interests in and to the Contracts and assumes and becomes responsible for, and shall hereafter pay, perform and discharge as and when due an undivided fifty percent (50%) of the Liabilities arising under the Contracts listed in Exhibit A.
- 3. Further Assurances.** From and after the date hereof, Assignor and Assignee shall, without further consideration, execute, deliver and take such actions as may be reasonably required of them to accomplish assignment of an undivided fifty percent (50%) interest the Contracts and otherwise consummate the transactions contemplated by this Assignment and the Asset Contribution Agreement, or the parties may agree that such Contracts may remain in the name of the Operator of the Mitchell Plant.
- 4. Subject To Asset Contribution Agreement.** This Assignment is expressly subject to the terms and conditions of the Asset Contribution Agreement. In the event of a

conflict between the terms of this Assignment and the Asset Contribution Agreement, the terms of the Asset Contribution Agreement shall control.

5. **Successors and Assigns.** The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.
6. **Counterparts.** This Assignment may be executed in any number of counterparts and each such executed counterpart (including electronically transmitted counterparts) shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate, but one and the same instrument.
7. **Entire Agreement.** This Assignment, together with the Asset Contribution Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes and is in full substitution for any and all prior agreements and understandings between them relating to such subject matter, and no party hereto shall be liable or bound to any other party hereto in any manner with respect to such subject matter by any warranties, representations, indemnities, covenants, or agreements except as specifically set forth herein and therein. The Exhibit to this Assignment is hereby incorporated and made a part hereof and is an integral part of this Assignment.

Signatures appear on the following page

EXECUTED as of the date first set forth but effective for all purposes as of the Effective Time.

ASSIGNOR:

AEP GENERATION RESOURCES INC.

By: _____
Name Charles E. Zebula
Title President

ASSIGNEE:

NEWCO WHEELING INC.

By: _____
Name: Jeffrey D. Cross
Title: Vice President

EXHIBIT A
CONTRACTS

Assignor's undivided one-half interest in and to the following Mitchell Plant contracts and agreements are being assigned:

EXHIBIT B TO ASSET CONTRIBUTION AGREEMENT

ASSIGNMENT OF EASEMENTS AND RIGHTS OF WAY

This **Assignment of Easements and Rights Of Way** (this "Assignment") from **AEP Generation Resources Inc.**, a Delaware corporation ("Assignor"), to **Newco Wheeling Inc.**, a West Virginia corporation ("Assignee"), is executed on the dates set forth in the respective notary certifications below, but effective for all purposes on January 31, 2015 at 11:56 p.m. EST (the "Effective Time").

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement dated January 31, 2015 (the "Asset Contribution Agreement").

WHEREAS, Assignor has acquired an undivided fifty percent (50%) interest in certain easements and rights of way used in connection with the Mitchell Plant electric generating facilities on lands situated in Marshall County, West Virginia pursuant to those easement and rights of way agreements set forth on Exhibit A attached hereto (collectively, the "Easements and Rights of Way").

WHEREAS, pursuant to the Asset Contribution Agreement, Assignor has agreed to assign to Assignee its fifty percent (50%) right, title and interest in and to the Easements and Rights of Way as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment.** Effective as of the Effective Date, Assignor, pursuant to the terms and conditions of the Asset Contribution Agreement, hereby quitclaims, transfers and assigns to Assignee Assignor's fifty percent (50%) right, title and interest in and to the Easements and Rights of Way listed in Exhibit A.
- 2. Assumption.** Assignee hereby accepts all such rights, title and interest in and to the Easements and Rights of Way and assumes and becomes responsible for, and shall hereafter pay, perform and discharge as and when due fifty percent (50%) of the liabilities and obligations arising under the Easements and Rights of Way listed in Exhibit A.
- 3. Further Assurances.** From and after the date hereof, Assignor and Assignee shall, without further consideration, execute, deliver and (if applicable) file or record, or cause to be executed, delivered and filed or recorded, all instruments, and take such actions, as may be reasonably required of Assignor or Assignee to accomplish the conveyance and transfer of Assignor's fifty percent (50%) interest in the Easements and Rights of Way and otherwise consummate the transactions contemplated by this Assignment and the Asset Contribution Agreement.

4. **Subject To Asset Contribution Agreement.** This Assignment is expressly subject to the terms and conditions of the Asset Contribution Agreement. In the event of a conflict between the terms of this Assignment and the Asset Contribution Agreement, the terms of the Asset Contribution Agreement shall control.
5. **Successors and Assigns.** The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.
6. **Counterparts.** This Assignment may be executed in any number of counterparts and each such executed counterpart (including electronically transmitted counterparts) shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate, but one and the same instrument.
7. **Entire Agreement.** This Assignment, together with the Asset Contribution Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes and is in full substitution for any and all prior agreements and understandings between them relating to such subject matter, and no party hereto shall be liable or bound to any other party hereto in any manner with respect to such subject matter by any warranties, representations, indemnities, covenants, or agreements except as specifically set forth herein and therein. The Exhibit to this Assignment is hereby incorporated and made a part hereof and is an integral part of this Assignment.

Signatures appear on the following page

EXECUTED as of the dates set forth in the notary certifications below, but effective for all purposes as of the Effective Time.

ASSIGNOR:

AEP GENERATION RESOURCES INC.

By: _____
Name Charles E. Zebula
Title President

ASSIGNEE:

NEWCO WHEELING INC.

By: _____
Name: Jeffrey D. Cross
Title: Vice President

STATE OF OHIO)
COUNTY OF FRANKLIN) To Wit:

The foregoing instrument was acknowledged before me this ____ day of January, 2015, by Charles E. Zebula, as President of AEP Generation Resources Inc., on behalf of the corporation.

Notary Public

My Commission Expires: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) To Wit:

The foregoing instrument was acknowledged before me this ___ day of January, 2015, by Jeffrey D. Cross, as Vice President of Newco Wheeling Inc., on behalf of the corporation.

Notary Public

My Commission Expires: _____

This Instrument was prepared by Kenneth McDonough, Assistant General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, Ohio, 43215, for and on behalf of AEP Generation Resources Inc.

EXHIBIT A

EASEMENTS AND RIGHTS OF WAY

An undivided fifty percent (50%) of the following easements and rights of way related to the Mitchell Plant and located in Marshall County, West Virginia are being assigned:

EXHIBIT C TO ASSET CONTRIBUTION AGREEMENT

ASSIGNMENT OF REAL PROPERTY LEASES

This **Assignment of Real Property Leases** (this "Assignment") from **AEP Generation Resources Inc.**, a Delaware corporation ("Assignor"), to **Newco Wheeling Inc.**, a West Virginia corporation ("Assignee"), is executed on the dates set forth in the respective notary certifications below, but effective for all purposes on January 31, 2015 at 11:56 p.m. EST (the "Effective Time").

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement dated January 31, 2015 (the "Asset Contribution Agreement").

WHEREAS, Assignor or the Operator of the Mitchell Plant is the lessee under certain leases of real property of lands situated in Marshall County, West Virginia pursuant to the real property leases set forth on Exhibit A attached hereto (collectively, the "Real Property Leases").

WHEREAS, pursuant to the Asset Contribution Agreement, Assignor has agreed to assign to Assignee its undivided fifty percent (50%) right, title and interest in and to the Real Property Leases as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment.** Effective as of the Effective Time, Assignor, pursuant to the terms and conditions of the Asset Contribution Agreement, hereby transfers and assigns to Assignee Assignor's undivided fifty percent (50%) right, title and interest in and to the Real Property Leases listed in Exhibit A.
- 2. Assumption.** Assignee hereby accepts such rights, title and interest in and to the Real Property Leases and assumes and becomes responsible for, and shall hereafter pay, perform and discharge as and when due fifty percent (50%) of the liabilities and obligations arising under the Real Property Leases listed in Exhibit A.
- 3. Further Assurances.** From and after the date hereof, Assignor and Assignee shall, without further consideration, execute, deliver and (if applicable) file or record, or cause to be executed, delivered and filed or recorded, all instruments, and take such actions, as may be reasonably required of Assignor or Assignee to accomplish the conveyance and transfer of the Real Property Leases and otherwise consummate the transactions contemplated by this Assignment and the Asset Contribution Agreement.
- 4. Subject To Asset Contribution Agreement.** This Assignment is expressly subject to the terms and conditions of the Asset Contribution Agreement. In the event of a conflict between the terms of this Assignment and the Asset Contribution Agreement, the terms of the Asset Contribution Agreement shall control.

5. **Successors and Assigns.** The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.
6. **Counterparts.** This Assignment may be executed in any number of counterparts and each such executed counterpart (including electronically transmitted counterparts) shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate, but one and the same instrument.
7. **Entire Agreement.** This Assignment, together with the Asset Contribution Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes and is in full substitution for any and all prior agreements and understandings between them relating to such subject matter, and no party hereto shall be liable or bound to any other party hereto in any manner with respect to such subject matter by any warranties, representations, indemnities, covenants, or agreements except as specifically set forth herein and therein. The Exhibit to this Assignment is hereby incorporated and made a part hereof and is an integral part of this Assignment.

EXECUTED as of the dates set forth in the notary certifications below, but effective for all purposes as of the Effective Time.

ASSIGNOR:

AEP GENERATION RESOURCES INC.

By: _____
Name Charles E. Zebula
Title President

ASSIGNEE:

NEWCO WHEELING INC.

By: _____
Name: Jeffrey D. Cross
Title: Vice President

STATE OF OHIO)
COUNTY OF FRANKLIN) To Wit:

The foregoing instrument was acknowledged before me this ___ day of January, 2015, by Charles E. Zebula, as President of AEP Generation Resources Inc., on behalf of the corporation.

Notary Public

My Commission Expires: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) To Wit:

The foregoing instrument was acknowledged before me this ___ day of January, 2015, by Jeffrey D. Cross, as Vice President of Newco Wheeling Inc., on behalf of the corporation.

Notary Public

My Commission Expires: _____

This Instrument was prepared by Kenneth McDonough, Assistant General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, Ohio, 43215, for and on behalf of AEP Generation Resources Inc.

EXHIBIT A

REAL PROPERTY LEASES

An undivided fifty percent (50%) interest in the following leases of real property related to the Mitchell Plant and located in Marshall County, West Virginia are being assigned:

EXHIBIT D TO ASSET CONTRIBUTION AGREEMENT

ASSUMPTION AGREEMENT

This **Assumption Agreement** between **AEP Generation Resources Inc.**, a Delaware corporation (“Genco”), and **Newco Wheeling Inc.**, a West Virginia corporation (“Newco”), is executed on the 23rd day of January, 2015, but effective for all purposes on the 31st day of January, 2015 at 11:56 p.m. EST (the “Effective Time”). All capitalized terms used but not defined in this Agreement have the meanings assigned to such terms in the Asset Contribution Agreement (as defined below).

WHEREAS, Genco and Newco are parties to that certain Asset Contribution Agreement dated January 31, 2015 (the “Asset Contribution Agreement”).

WHEREAS, pursuant to the Asset Contribution Agreement, Newco has agreed to assume fifty percent (50%) of the Assumed Liabilities.

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

- 1. Assumption of Assumed Liabilities.** On the terms set forth herein and in the Asset Contribution Agreement, Newco hereby assumes and shall become responsible for, and shall hereafter pay, perform and discharge as and when due, fifty percent (50%) of the Assumed Liabilities.
- 2. Further Assurances.** From and after the date hereof, Genco and Newco shall, without further consideration, execute, deliver and take such actions as may be reasonably required of them to effectuate Newco’s assumption of fifty percent (50%) of the Assumed Liabilities as contemplated by this Assumption Agreement and the Asset Contribution Agreement.
- 3. Subject To Asset Contribution Agreement.** This Agreement is expressly subject to the terms and conditions of the Asset Contribution Agreement. In the event of a conflict between the terms of this Assumption Agreement and the Asset Contribution Agreement, the terms of the Asset Contribution Agreement shall control.
- 4. Successors and Assigns.** The terms and provisions of this Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Counterparts.** This Agreement may be executed in any number of counterparts, and each such executed counterpart (including electronically transmitted counterparts) shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate, but one and the same instrument.

6. **Entire Agreement.** This Assumption Agreement, together with the Asset Contribution Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes and is in full substitution for any and all prior agreements and understandings between them relating to such subject matter, and no party hereto shall be liable or bound to any other party hereto in any manner with respect to such subject matter by any warranties, representations, indemnities, covenants, or agreements except as specifically set forth herein and therein.

EXECUTED as of the date first set forth but effective for all purposes as of the Effective Time.

AEP GENERATION RESOURCES INC.

By: _____
Name Charles E. Zebula
Title President

NEWCO WHEELING INC.

By: _____
Name: Jeffrey D. Cross
Title: Vice President

EXHIBIT E TO ASSET CONTRIBUTION AGREEMENT

ASSET TRANSFER AGREEMENT

This **Asset Transfer Agreement** (this "Agreement") from **AEP Generation Resources Inc.**, a Delaware corporation ("Genco"), to **Newco Wheeling Inc.**, a West Virginia corporation ("Newco"), is executed on the 23rd day of January, 2015, but effective for all purposes on the 31st day of January, 2015 at 11:56 p.m. EST (the "Effective Time"). All capitalized terms used but not defined in this Agreement have the meanings assigned to such terms in the Asset Contribution Agreement (as defined below).

WHEREAS, Genco and Newco are parties to that certain Asset Contribution Agreement dated January 31, 2015 (the "Asset Contribution Agreement").

WHEREAS, pursuant to the Asset Contribution Agreement, Genco has agreed to transfer to Newco its undivided fifty percent (50%) right, title and interest in and to the Mitchell Plant Inventories, vehicles, equipment, machinery, furniture and other tangible personal property used in connection with the Mitchell Plant or located on or at the Mitchell Plant Real Property, the Mitchell Plant Leased Real Property and the Mitchell Plant Easements and Rights of Way (the "Transferred Assets¹").

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

- 1. Conveyance of Transferred Assets.** Genco does hereby transfer, convey and deliver to Newco free and clear of any liens or encumbrances, other than Permitted Encumbrances, its undivided fifty percent (50%) right, title and interest in and to the Transferred Assets.
- 2. Further Assurances.** From and after the date hereof, Genco and Newco shall, without further consideration, execute, deliver and take such actions as may be reasonably required of them to accomplish the transfer of the undivided fifty percent (50%) interest in the Transferred Assets and otherwise consummate the transactions contemplated by this Agreement and the Asset Contribution Agreement.
- 3. Subject To Asset Contribution Agreement.** This Agreement is expressly subject to the terms and conditions of the Asset Contribution Agreement. In the event of a conflict between the terms of this Agreement and the Asset Contribution Agreement, the terms of the Asset Contribution Agreement shall control.
- 4. Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

¹ Exclusive of Real Property interests, which will be transferred by deed.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such executed counterpart (including electronically transmitted counterparts) shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate, but one and the same instrument.
6. **Entire Agreement.** This Agreement, together with the Asset Contribution Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes and is in full substitution for any and all prior agreements and understandings between them relating to such subject matter, and no party hereto shall be liable or bound to any other party hereto in any manner with respect to such subject matter by any warranties, representations, indemnities, covenants, or agreements except as specifically set forth herein and therein.

EXECUTED as of the date first set forth but effective for all purposes as of the Effective Time.

AEP GENERATION RESOURCES INC.

By: _____
Name Charles E. Zebula
Title President

NEWCO WHEELING INC.

By: _____
Name: Jeffrey D. Cross
Title: Vice President

SCHEDULE 1.01 TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

MITCHELL PLANT DESCRIPTION

The Mitchell Plant is a 1560 MW coal fired generation facility located in Moundsville, West Virginia and comprised of Unit 1 (770 MW) and Unit 2 (790 MW).

SCHEDULE 1.02 TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

ASSUMED PAYABLES

On the terms and subject to the conditions set forth in the Asset Contribution Agreement, upon Closing, Transferee will assume and shall thereafter pay, perform and discharge the liability of Transferor with respect to the following Assumed Payables:

Accrued property taxes
Accrued interest
Accrued lease expenses
Accrued worker compensation related expenses
Accrued pension related liabilities
Other accrued liabilities

SCHEDULE 1.03 TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

DEBT

On the terms and subject to the conditions set forth in the Asset Contribution Agreement, upon Closing, Transferee will assume and shall thereafter pay, perform and discharge the liability of Transferor with respect to the following Debt to the extent relating to periods of time after the Effective Date:

WVEDA Series 2013A \$65,000,000

**SCHEDULE 1.04 TO ASSET CONTRIBUTION AGREEMENT,
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.,**

EASEMENTS AND RIGHTS OF WAY

None.

SCHEDULE 1.05 TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

FRANKLIN REAL PROPERTY

None

SCHEDULE 2.01(b) TO ASSET CONTRIBUTION AGREEMENT,
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.,

REAL PROPERTY

<u>Asset Name</u>	<u>County</u>	<u>State</u>	<u>Description</u>
Mitchell Plant	Marshall	WV	1211 ac +/-

SCHEDULE 2.01(d) TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

TANGIBLE PERSONAL PROPERTY

Following is a partial list of all vehicles, equipment, machinery, furniture, and other tangible personal property located on or at the Real Property, the Leased Real Property, and the Easements and Rights of Way associated with Mitchell Plant:

Office furniture and equipment
Transportation equipment
Stores equipment
Tools, shop and garage equipment
Laboratory equipment
Power operated equipment
Communication equipment
Miscellaneous equipment
Other tangible personal property

SCHEDULE 2.01(m) TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

MISCELLANEOUS

Mountaineer Conveyor

An undivided 50% interest in the “Limited Conveyor System” consisting of Conveyor C-39, a portion of Conveyor C-40, the unloader, and the radial stacker used for the disposal of Mitchell Plant byproduct at Mountaineer Plant when it cannot be sent to CertainTeed wallboard plant

Pollution Control Bond

WVEDA Series 2013A \$65,000,000

RPM Capacity Interest

All RPM capacity auction sales associated with the Mitchell Plant

SCHEDULE 2.01(p) TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

GENERATION TRANSMISSION ASSETS

The Generation Transmission Assets generally described in the Asset Contribution Agreement Article II, Section 2.01(p) are a complete list; no additional specific assets or facilities are being transferred.

SCHEDULE 2.02 TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

DESCRIPTION OF CONNER RUN FLY ASH IMPOUNDMENT AND DAM

The Conner Run Dam and Fly Ash Impoundment is located upon the following four (4) tracts or parcels of land situated on the east side of West Virginia State Route No. 2, in Franklin District, Marshall County, West Virginia:

Item One

That certain tract or parcel of land containing 476.56 acres, more or less, being more particularly described in Exhibit A, attached hereto and made a part hereof.

This Exhibit A is the same as Exhibit A-1 set forth in that certain Limited Warranty Deed dated December 31, 2013, from Ohio Power Company to AEP Generation Resources Inc., which was recorded as Instrument No. 1358072, in Deed Book 821, Page 386, in the Deed Records in the Office of the Clerk of the County Commission of Marshall County, West Virginia.

By Limited Warranty Deed dated December 31, 2013, AEP Generation Resources Inc. transferred an undivided one-half (1/2) interest in said 476.56 acre tract to NEWCO Kentucky Inc., which was recorded as Instrument No. 1358073, in Deed Book 821, Page 435, in said Deed Records.

By Confirmatory Limited Warranty Deed dated December 31, 2013, NEWCO Kentucky Inc. transferred an undivided one-half (1/2) interest in said 476.56 acre tract to Kentucky Power Company, which was recorded as Instrument No. 1358074, in Deed Book 821, Page 470, in said Deed Records.

Item Two

That certain tract or parcel of land containing one hundred and forty-eight and 13/100 (148.13) acres, more or less, described as the Second Tract in Exhibit B, attached hereto and made a part hereof.

This Exhibit B is the same as Exhibit B set forth in that certain Limited Warranty Deed dated December 31, 2013, from Ohio Power Company to AEP Generation Resources Inc., which was recorded as Instrument No. 1358072, in Deed Book 821, Page 386, in the Deed Records in the Office of the Clerk of the County Commission of Marshall County, West Virginia.

By Limited Warranty Deed dated December 31, 2013, AEP Generation Resources Inc. transferred an undivided one-half (1/2) interest in said 148.13 acre tract to

NEWCO Kentucky Inc., which was recorded as Instrument No. 1358073, in Deed Book 821, Page 435, in said Deed Records.

By Confirmatory Limited Warranty Deed dated December 31, 2013, NEWCO Kentucky Inc. transferred an undivided one-half (1/2) interest in said 148.13 acre tract to Kentucky Power Company, which was recorded as Instrument No. 1358074, in Deed Book 821, Page 470, in said Deed Records.

Item Three

That certain tract or parcel of land containing 24.970 acres, more or less, described as Tract B in Exhibit C, attached hereto and made a part hereof.

This 24.970 acre tract or parcel of land is part of the First Tract, containing one hundred forty five (145) acres, more or less, as described in Exhibit B in that certain Limited Warranty Deed dated December 31, 2013, from Ohio Power Company to AEP Generation Resources Inc., which was recorded as Instrument No. 1358072, in Deed Book 821, Page 386, in the Deed Records in the Office of the Clerk of the County Commission of Marshall County, West Virginia.

By Limited Warranty Deed dated December 31, 2013, AEP Generation Resources Inc. transferred an undivided one-half (1/2) interest in said 145 acre tract to NEWCO Kentucky Inc., which was recorded as Instrument No. 1358073, in Deed Book 821, Page 435, in said Deed Records.

By Confirmatory Limited Warranty Deed dated December 31, 2013, NEWCO Kentucky Inc. transferred an undivided one-half (1/2) interest in said 145 acre tract to Kentucky Power Company, which was recorded as Instrument No. 1358074, in Deed Book 821, Page 470, in said Deed Records.

Said 24.970 acre tract was surveyed under the direct supervision of Ronald L. Eastham, West Virginia Licensed Professional Surveyor No. 150, on November 26, 2014.

Item Four

That certain tract or parcel of land containing 2.267 acres, more or less, described as Tract A in Exhibit D, attached hereto and made a part hereof.

This 2.267 acre tract or parcel of land is part of Parcel 2, Third Tract, containing forty six (46) acres, more or less, as described in Exhibit A in that certain Limited Warranty Deed dated December 31, 2013, from Franklin Real Estate Company to AEP Generation Resources Inc., which was recorded as Instrument No. 1358075, in Deed Book 821, Page 505, in the Deed Records in the Office of the Clerk of the County Commission of Marshall County, West Virginia.

By Limited Warranty Deed dated December 31, 2013, AEP Generation Resources Inc. transferred an undivided one-half (1/2) interest in said tract to NEWCO Kentucky Inc., which was recorded as Instrument No. 1358076, in Deed Book 821, Page 527, in said Deed Records.

By Confirmatory Limited Warranty Deed dated December 31, 2013, NEWCO Kentucky Inc. transferred an undivided one-half (1/2) interest in said tract to Kentucky Power Company, which was recorded as Instrument No. 1358077, in Deed Book 821, Page 549, in said Deed Records.

Said 2.267 acre tract was surveyed under the direct supervision of Ronald L. Eastham, West Virginia Licensed Professional Surveyor No. 150, on November 26, 2014.

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**OHIO POWER COMPANY
MITCHELL PLANT LANDS
LOCATED EAST OF STATE ROUTE 2
FRANKLIN DISTRICT, MARSHALL COUNTY, WEST VIRGINIA
476.56 - ACRE PARTITION BOUNDARY SURVEY**

EXHIBIT A-1

ALL THAT CERTAIN tract of land, hereinafter referred to as Area "A", situated in Franklin District, Marshall County, West Virginia, being more particularly bounded and described as follows:

BEGINNING at a Mag-Nail, set, in the centerline of West Virginia State Route 2 at Centerline Station 136 + 30.0 as computed from the Highway Right-of-Way Plans for Federal Project Number F 184 (13) Dated 1956 Revised 2/13/1957;

Thence, leaving said centerline and continuing along a reference line South 57° 34' 23" East, a distance of 4,856.30 feet to a point. Said point is a common corner between the lands of Ohio Power Company, as recorded at the Office of the Clerk of Marshall County in Deed Book 440 at page 300, and the lands of Consolidation Coal Company, as recorded at said clerk's office in Deed Book 315 at page 417. Said point is also the **True Point of Beginning** of the herein described tract of land;

Thence, continuing with the common bounds of the lands of Ohio Power Company, as recorded in said Deed Book 440 at page 300, and the lands of Consolidation Coal Company, as recorded in said Deed Book 315 at page 417, along the following ninety-five (95) courses and distances:

- 1) North 64° 27' 46" East, a distance of 125.00 feet to a point;
- 2) South 82° 18' 14" East, a distance of 190.00 feet to a point;
- 3) North 07° 34' 46" East, a distance of 70.00 feet to a point;
- 4) North 31° 47' 46" East, a distance of 122.00 feet to a point;
- 5) North 51° 07' 47" East, a distance of 130.00 feet to a point;
- 6) North 06° 07' 46" East, a distance of 70.00 feet to a point;

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- 7) North 33° 14' 13" West, a distance of 165.00 feet to a point;
- 8) North 04° 32' 13" West, a distance of 190.00 feet to a point;
- 9) North 52° 47' 46" East, a distance of 40.00 feet to a point;
- 10) North 09° 25' 46" East, a distance of 135.00 feet to a point;
- 11) North 32° 03' 46" East, a distance of 85.00 feet to a point;
- 12) North 84° 32' 47" East, a distance of 120.00 feet to a point;
- 13) South 71° 57' 13" East, a distance of 240.00 feet to a point;
- 14) North 26° 34' 48" East, a distance of 145.00 feet to a point;
- 15) North 52° 59' 00" East, a distance of 185.86 feet to a point;
- 16) South 73° 34' 13" East, a distance of 1740.66 feet to a point;
- 17) South 45° 32' 16" West, a distance of 68.81 feet to a point;
- 18) South 06° 33' 54" East, a distance of 81.32 feet to a point;
- 19) South 27° 21' 35" West, a distance of 72.90 feet to a point;
- 20) South 22° 25' 43" West, a distance of 128.72 feet to a point;
- 21) South 22° 08' 43" West, a distance of 78.98 feet to a point;
- 22) South 31° 37' 57" West, a distance of 142.37 feet to a point;
- 23) South 32° 03' 27" West, a distance of 227.57 feet to a point;

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- 24) South 04° 37' 45" West, a distance of 146.04 feet to a point;
- 25) South 10° 37' 31" West, a distance of 98.49 feet to a point;
- 26) South 08° 43' 30" West, a distance of 124.80 feet to a point;
- 27) South 07° 03' 25" West, a distance of 179.31 feet to a point;
- 28) South 02° 44' 44" East, a distance of 261.71 feet to a point;
- 29) South 06° 36' 50" East, a distance of 178.28 feet to a point;
- 30) South 08° 47' 11" West, a distance of 141.68 feet to a point;
- 31) South 05° 26' 33" East, a distance of 268.38 feet to a point;
- 32) South 08° 36' 37" East, a distance of 310.79 feet to a point;
- 33) South 04° 59' 33" East, a distance of 181.12 feet to a point;
- 34) North 48° 16' 30" East, a distance of 101.94 feet to a point;
- 35) North 40° 10' 31" East, a distance of 206.60 feet to a point;
- 36) North 34° 08' 34" East, a distance of 175.03 feet to a point;
- 37) North 33° 06' 37" East, a distance of 138.41 feet to a point;
- 38) South 07° 47' 26" West, a distance of 247.70 feet to a point;
- 39) South 02° 33' 35" West, a distance of 98.67 feet to a point;
- 40) South 09° 13' 22" East, a distance of 133.43 feet to a point;
- 41) South 00° 50' 13" East, a distance of 137.70 feet to a point;

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- 42) South 07° 41' 55" West, a distance of 209.40 feet to a point;
- 43) South 02° 18' 05" West, a distance of 188.70 feet to a point;
- 44) South 10° 51' 56" East, a distance of 64.55 feet to a point;
- 45) South 45° 07' 23" East, a distance of 161.99 feet to a point;
- 46) South 78° 54' 02" East, a distance of 81.43 feet to a point;
- 47) North 64° 26' 11" East, a distance of 249.29 feet to a point;
- 48) North 50° 35' 11" East, a distance of 59.99 feet to a point;
- 49) South 09° 18' 53" East, a distance of 66.33 feet to a point;
- 50) South 29° 21' 33" East, a distance of 114.16 feet to a point;
- 51) South 56° 54' 09" East, a distance of 80.18 feet to a point;
- 52) South 73° 53' 42" East, a distance of 162.77 feet to a point;
- 53) North 84° 04' 47" East, a distance of 221.99 feet to a point;
- 54) North 85° 49' 32" East, a distance of 215.27 feet to a point;
- 55) North 68° 12' 27" East, a distance of 117.41 feet to a point;
- 56) North 57° 58' 27" East, a distance of 218.09 feet to a point;
- 57) North 27° 08' 24" East, a distance of 85.20 feet to a point;
- 58) North 75° 23' 44" East, a distance of 160.87 feet to a point;
- 59) North 72° 45' 27" East, a distance of 222.13 feet to a point;

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- 60) North 68° 54' 41" East, a distance of 86.44 feet to a point;
- 61) North 56° 59' 42" East, a distance of 217.67 feet to a point;
- 62) North 23° 52' 43" East, a distance of 85.99 feet to a point;
- 63) North 07° 31' 12" East, a distance of 97.17 feet to a point;
- 64) North 35° 10' 50" East, a distance of 153.69 feet to a point;
- 65) North 47° 38' 59" East, a distance of 118.77 feet to a point;
- 66) North 06° 42' 45" East, a distance of 161.19 feet to a point;
- 67) North 12° 02' 08" West, a distance of 175.21 feet to a point;
- 68) North 19° 17' 12" West, a distance of 139.83 feet to a point;
- 69) North 47° 47' 40" West, a distance of 49.51 feet to a point;
- 70) North 17° 45' 15" West, a distance of 244.59 feet to a point;
- 71) North 45° 23' 39" West, a distance of 95.01 feet to a point;
- 72) South 84° 36' 05" East, a distance of 90.80 feet to a point;
- 73) North 63° 22' 44" East, a distance of 77.54 feet to a point;
- 74) North 40° 55' 18" East, a distance of 47.31 feet to a point;
- 75) North 36° 24' 17" East, a distance of 68.80 feet to a point;
- 76) North 23° 49' 28" East, a distance of 44.62 feet to a point;
- 77) North 08° 46' 56" East, a distance of 115.18 feet to a point;

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- 78) North 27° 14' 25" East, a distance of 138.91 feet to a point;
- 79) South 04° 59' 12" West, a distance of 160.33 feet to a point;
- 80) South 11° 47' 44" West, a distance of 207.79 feet to a point;
- 81) South 12° 45' 00" West, a distance of 102.75 feet to a point;
- 82) South 21° 46' 51" East, a distance of 34.60 feet to a point;
- 83) South 32° 52' 49" East, a distance of 293.04 feet to a point;
- 84) South 33° 05' 46" East, a distance of 222.05 feet to a point;
- 85) South 61° 36' 08" East, a distance of 153.25 feet to a point;
- 86) North 81° 23' 09" East, a distance of 206.69 feet to a point;
- 87) North 76° 26' 57" East, a distance of 104.57 feet to a point;
- 88) North 65° 42' 39" East, a distance of 58.73 feet to a point;
- 89) North 56° 20' 04" East, a distance of 41.61 feet to a point;
- 90) North 58° 20' 05" East, a distance of 146.03 feet to a point;
- 91) North 66° 03' 02" East, a distance of 161.84 feet to a point;
- 92) North 86° 22' 06" East, a distance of 56.90 feet to a point;
- 93) North 78° 28' 02" East, a distance of 42.78 feet to a point;
- 94) North 51° 02' 08" East, a distance of 180.20 feet to a point;
- 95) South 87° 59' 55" East, a distance of 194.17 feet to a point at the common corner between aforesaid Ohio Power Company, aforesaid Consolidation

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Coal Company and a tract of land conveyed to McElroy Coal Company by deed as recorded at aforesaid clerk's office in Deed Book 628 at page 369;

Thence, leaving the lands of Consolidation Coal Company and continuing with the common bounds between the lands of Ohio Power Company, as recorded at said clerk's office in Deed Book Volume 440, Page 300, and the lands of McElroy Coal Company, along the following two (2) courses and distances:

- 1) South 70° 23' 02" West, a distance of 536.00 feet to a point;
- 2) South 51° 57' 47" West, a distance of 1365.79 feet to a point situated at the common corner between McElroy Coal Company and a parcel of land conveyed to Ohio Power Company by deed recorded at aforesaid clerk's office in Deed Book 403 at page 103, said parcel is designated as First Tract in Deed Book 398 at page 167 as recorded at said clerk's office;

Thence, leaving the lands of McElroy Coal Company and continuing with the common bounds between said First Tract and the lands of Ohio Power Company, as recorded at said clerk's office in Deed Book 440 at page 300, South 54° 13' 02" West, a distance of 460.00 feet to a point. Said point is situated at the common corner between said Ohio Power Company, said First Tract and another parcel of land conveyed to Ohio Power Company by deed recorded at said clerk's office in Deed Book 403 at page 103, said parcel is designated as Second Tract in Deed Book 398 at page 167 as recorded at said clerk's office;

Thence, leaving said First Tract and continuing with the common bounds between said Ohio Power Company and said Second Tract along the next ten (10) courses and distances:

- 1) South 47° 46' 19" West, a distance of 360.00 feet to a point;
- 2) South 68° 39' 35" West, a distance of 1058.01 feet to a point;
- 3) North 65° 13' 41" West, a distance of 614.00 feet to a point;
- 4) North 80° 03' 42" West, a distance of 285.00 feet to a point;
- 5) North 44° 13' 42" West, a distance of 522.00 feet to a point;

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- 6) North 73° 13' 41" West, a distance of 380.00 feet to a point;
- 7) South 66° 46' 18" West, a distance of 185.00 feet to a point;
- 8) South 05° 43' 41" East, a distance of 395.00 feet to a point;
- 9) South 63° 53' 41" East, a distance of 272.00 feet to a point;
- 10) South 15° 06' 19" West, a distance of 112.00 feet to a point situated at the common corner of said Ohio Power Company and the lands of Consolidation Coal Company, as recorded at aforesaid clerk's office in Deed Book 315 at page 417;

Thence, leaving said Second Tract and continuing with the common bounds between the said lands of Ohio Power Company, as recorded at said clerk's office in Deed Book 440 at page 300, the lands of said Consolidation Coal Company, as recorded at said clerk's office in Deed Book 315 at page 417, and another parcel of land conveyed to Consolidation Coal Company by deed recorded at said clerk's office in Deed Book 649 at page 233, along the following twenty-five (25) courses and distances:

- 1) North 67° 10' 27" West, a distance of 164.84 feet to a point;
- 2) North 77° 47' 45" West, a distance of 28.99 feet to a point;
- 3) South 51° 20' 28" West, a distance of 161.06 feet to a point;
- 4) South 59° 18' 39" West, a distance of 184.09 feet to a point;
- 5) South 43° 30' 14" West, a distance of 220.69 feet to a point;
- 6) South 58° 02' 38" West, a distance of 155.15 feet to a point;
- 7) South 54° 06' 02" West, a distance of 157.89 feet to a point;
- 8) South 32° 14' 27" West, a distance of 163.06 feet to a point;

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- 9) South 68° 19' 24" West, a distance of 190.61 feet to a point;
- 10) South 68° 26' 54" West, a distance of 60.64 feet to a point;
- 11) South 84° 36' 16" West, a distance of 120.74 feet to a point;
- 12) North 71° 03' 50" West, a distance of 133.34 feet to a point;
- 13) North 68° 35' 21" West, a distance of 102.10 feet to a point;
- 14) North 80° 47' 59" West, a distance of 158.35 feet to a point;
- 15) North 88° 48' 05" West, a distance of 73.48 feet to a point;
- 16) North 74° 38' 24" West, a distance of 249.61 feet to a point;
- 17) South 45° 13' 47" West, a distance of 281.70 feet to a point;
- 18) South 04° 05' 43" West, a distance of 36.37 feet to a point;
- 19) South 06° 35' 53" East, a distance of 211.94 feet to a point;
- 20) South 32° 42' 57" West, a distance of 165.89 feet to a point;
- 21) South 29° 01' 51" West, a distance of 44.43 feet to a point;
- 22) South 68° 05' 23" West, a distance of 120.22 feet to a point;
- 23) South 15° 08' 00" West, a distance of 65.02 feet to a point;
- 24) South 30° 38' 41" East, a distance of 74.15 feet to a point;
- 25) South 75° 13' 04" West, a distance of 3064.83 feet to a Pk-Nail, set, in the centerline of West Virginia State Route 2. Said point being situated at Centerline Station 57+15.08 as computed from the Highway Right-of-Way Plans for Federal Project Number F 184 (13) Dated 1956 Revised

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2/13/1957. Said point is also the common corner between the tract of land herein described, a parcel of land conveyed to Consolidation Coal Company by deed recorded at aforesaid clerk's office in Deed Book 649 at page 233 and the lands of Ohio Power Company, as recorded at said clerk's office in Deed Book 403 at page 103 and in Deed Book 799 at page 509, respectively;

Thence, leaving said Consolidation Coal Company and continuing along the said centerline of West Virginia State Route 2 and with the common bounds between said lands of Ohio Power Company, as recorded at said clerk's office in Deed Book 403 at page 103 and in Deed Book 440 at page 300, North 03° 25' 28" West, a distance of 2058.58 feet to a Pk-Nail, set, in the centerline of West Virginia State Route 2. Said point being situated at Centerline Station 77+73.66 as computed from the Highway Right-of-Way Plans for Federal Project Number F 184 (13) Dated 1956 Revised 2/13/1957. Said point is situated at a common corner between Area "A" (the tract of land herein described) and Area "B", as shown on the survey plat labeled Exhibit A-2 and entitled "**PARTITION BOUNDARY SURVEY - MITCHELL PLANT LANDS LOCATED EAST OF STATE ROUTE 2 FOR OHIO POWER COMPANY**" prepared by Michael Baker, Jr., Inc. and dated December 23, 2013, and by this reference hereby made a part hereof, said survey plat to be recorded in the Map Cabinet of Marshall County at the same time as the recordation of this Exhibit A-1. Aforesaid point is also situated at the beginning of a new Partition Line through the 760.36-acre tract of land conveyed to said Ohio Power Company by deed recorded at said clerk's office in Deed Book 440 at page 300;

Thence, leaving said centerline and continuing with said Partition Line through said 760.36-acre tract along the following twenty-nine (29) courses and distances:

- 1) North 86° 34' 32" East, a distance of 300.00 feet to a ¾-inch rebar and cap, set;
- 2) South 03° 25' 28" East, a distance of 1508.87 feet to a ¾-inch rebar and cap, set;
- 3) North 74° 04' 32" East, a distance of 191.62 feet to a ¾-inch rebar and cap, set;

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- 4) North $49^{\circ} 21' 26''$ West, a distance of 30.15 feet to a point;
- 5) 116.43 feet along the arc of a curve to the right to a point, said curve having a radius of 120.00 feet and a chord that bears North $21^{\circ} 33' 44''$ West, a distance of 111.91 feet;
- 6) North $06^{\circ} 13' 58''$ East, a distance of 863.99 feet to a point;
- 7) North $29^{\circ} 26' 00''$ East, a distance of 143.96 feet to a point;
- 8) North $08^{\circ} 06' 58''$ West, a distance of 156.15 feet to a point;
- 9) North $18^{\circ} 02' 04''$ East, a distance of 443.42 feet to a point;
- 10) North $09^{\circ} 31' 55''$ East, a distance of 379.41 feet to a point;
- 11) North $05^{\circ} 44' 28''$ East, a distance of 296.80 feet to a point;
- 12) 163.47 feet along the arc of a curve to the right to a point, said curve having a radius of 130.00 feet and a chord that bears North $41^{\circ} 45' 52''$ East, a distance of 152.91 feet;
- 13) North $77^{\circ} 47' 16''$ East, a distance of 16.08 feet to a point;
- 14) 213.74 feet along the arc of a curve to the right to a point, said curve having a radius of 500.00 feet and a chord that bears South $89^{\circ} 57' 58''$ East, a distance of 212.11 feet;
- 15) South $77^{\circ} 43' 12''$ East, a distance of 149.57 feet to a point;
- 16) 179.09 feet along the arc of a curve to the left to a point, said curve having a radius of 200.00 feet and a chord that bears North $76^{\circ} 37' 39''$ East, a distance of 173.17 feet;
- 17) North $50^{\circ} 58' 30''$ East, a distance of 222.79 feet to a point;

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- 18) North 47° 00' 55" East, a distance of 204.32 feet to a point;
- 19) 146.28 feet along the arc of a curve to the right to a point, said curve having a radius of 250 feet and a chord that bears North 63° 46' 40" East, a distance of 144.20 feet;
- 20) North 80° 32' 26" East, a distance of 142.20 feet to a point;
- 21) 172.44 feet along the arc of a curve to the left to a point, said curve having a radius of 225.00 feet and a chord that bears North 58° 35' 05" East, a distance of 168.25 feet;
- 22) North 36° 37' 44" East, a distance of 105.95 feet to a point;
- 23) South 60° 54' 33" East, a distance of 109.43 feet to a point;
- 24) North 48° 06' 30" East, a distance of 357.91 feet to a point;
- 25) North 55° 08' 21" East, a distance of 72.01 feet to a point;
- 26) North 41° 36' 54" East, a distance of 336.48 feet to a point;
- 27) North 40° 32' 54" East, a distance of 409.02 feet to a point;
- 28) 24.36 feet along the arc of a curve to the right to a point, said curve having a radius of 560.00 feet and a chord that bears North 41° 47' 40" East, a distance of 24.36 feet;
- 29) North 06° 09' 14" East, a distance of 564.06 feet to a point. Said point is situated at the common corner of said Area "A", said Area "B" and a parcel of land conveyed to Consolidation Coal Company by deed recorded at aforesaid clerk's office in Deed Book 315 at page 417. Said point is also situated at the terminus of said Partition Line;

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Thence, leaving said Area "B" and continuing with the common bounds between said Ohio Power Company and said Consolidation Coal Company North 30° 07' 46" East, a distance of 105.00 feet to a point;

Thence, continuing with said common bounds North 41° 12' 47" East, a distance of 225.00 feet to the True Point of Beginning.

The herein described tract of land contains 479.31 acres, more or less, as designated as Area "A" (before Exception) on said survey plat labeled Exhibit A-2.

The herein described tract of land is a part of a 760.36-acre tract of land conveyed to Ohio Power Company from Consolidation Coal Company by deed dated August 31, 1973 and recorded at the Office of the Clerk of Marshall County in Deed Book 440 at page 300.

The bearings in the above description are based upon the West Virginia State Plane Coordinate System (North Zone) NAD83 Datum.

Auditor's Tax Parcel No. 05-6-0003-0000-0000 (Part)

EXCEPTING THEREFROM, the following described tract of land:

ALL THAT CERTAIN parcel of real estate conveyed to Consolidation Coal Company by deed recorded at the Office of the Clerk of Marshall County in Deed Book 315 at page 417 situated in Franklin District, Marshall County, West Virginia being more particularly bounded and described as follows:

BEGINNING at a Mag-Nail, set, in the centerline of West Virginia State Route 2 at Centerline Station 136 + 30.0 as computed from the Highway Right-of-Way Plans for Federal Project Number F 184 (13) Dated 1956 Revised 2/13/1957;

Thence, leaving said centerline and continuing along a reference line South 13° 13' 33" East, 6667.16 feet to a point situated at the northeastern corner of a parcel of real estate conveyed to Consolidation Coal Company by deed recorded at the Office of the Clerk of Marshall County in Deed Book 315 at page 417. Said point is the **True Point of Beginning** of the parcel of real estate herein described. In addition, said point is a common corner to a tract of land designated as Area "A" (479.31 acres before Exception; 476.56 acres after Exception) on the survey plat labeled Exhibit A-2 and entitled "**PARTITION BOUNDARY SURVEY -**

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MITCHELL PLANT LANDS LOCATED EAST OF STATE ROUTE 2 FOR OHIO POWER COMPANY prepared by Michael Baker, Jr., Inc. and dated December 23, 2013, and by this reference hereby made a part hereof, said survey plat to be recorded in the Map Cabinet of Marshall County at the same time as the recordation of this Exhibit A-1.

Thence, continuing with the common bounds of Area "A" South 28° 44' 44" East, 300.00 feet to a point;

Thence, continuing with the common bounds of Area "A" South 61° 15' 16" West, 400.00 feet to a point;

Thence, continuing with the common bounds of Area "A" North 28° 44' 44" West, 300.00 feet to a point;

Thence, continuing with the common bounds of Area "A" North 61° 15' 16" East, 300.00 feet to the True Point of Beginning.

The herein described tract of land contains 2.75 acres, more or less, as designated as **Area "C"** on said survey plat labeled Exhibit A-2.

The bearings in the above description are based upon the West Virginia State Plane Coordinate System (North Zone) NAD83 Datum.

The above-described Exception is a part of the same real estate conveyed to Consolidation Coal Company by The M. A. Hanna Company, by deed dated May 22, 1956, recorded at the Office of the Clerk of Marshall County, WV in Deed Book 315 at page 417 and the same 2.754 acre exception as described in a conveyance to Ohio Power Company from Consolidation Coal Company by deed dated August 31, 1973 and also recorded at said clerk's office in Deed Book 440 at page 300.

Auditor's Tax Parcel No. for Exception: 05-7-0002-0000-0000

Leaving, after said Exception, 476.56 acres, more or less.

A small-scale plat of the Partition Boundary Survey is attached hereto for reference purposes

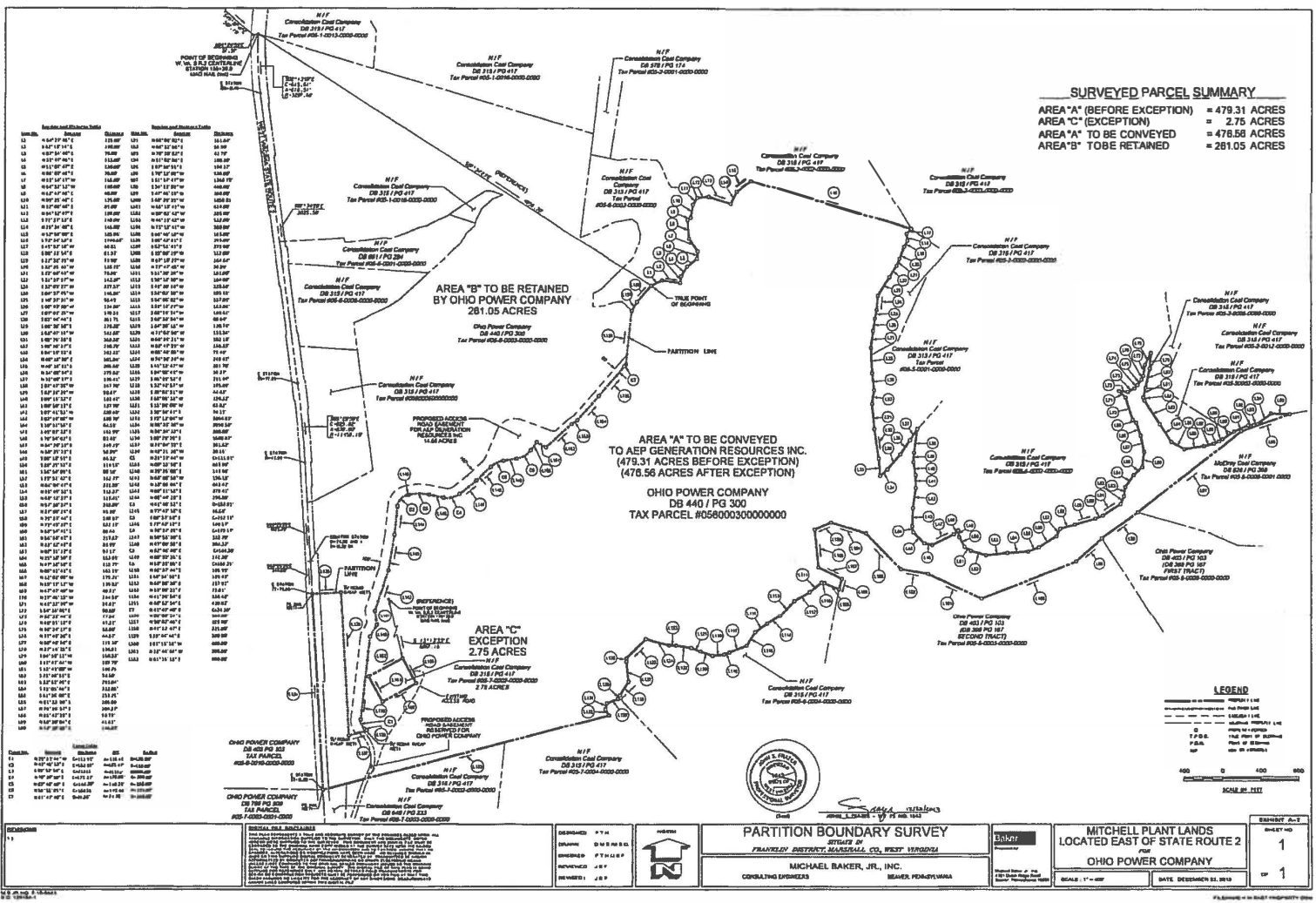


Frazer

JOHN S. FRAZER WV PS NO. 1843

12/23/2013
DATE

BR 0821 BARE 0407



SURVEYED PARCEL SUMMARY

AREA "A" (BEFORE EXCEPTION)	= 479.31 ACRES
AREA "C" (EXCEPTION)	= 2.75 ACRES
AREA "A" TO BE CONVEYED	= 478.56 ACRES
AREA "B" TO BE RETAINED	= 281.05 ACRES

Station	Bearing	Distance	Station	Bearing	Distance
1	N 89° 12' 00" E	133.00	131	S 89° 12' 00" W	133.00
2	N 89° 12' 00" E	133.00	132	S 89° 12' 00" W	133.00
3	N 89° 12' 00" E	133.00	133	S 89° 12' 00" W	133.00
4	N 89° 12' 00" E	133.00	134	S 89° 12' 00" W	133.00
5	N 89° 12' 00" E	133.00	135	S 89° 12' 00" W	133.00
6	N 89° 12' 00" E	133.00	136	S 89° 12' 00" W	133.00
7	N 89° 12' 00" E	133.00	137	S 89° 12' 00" W	133.00
8	N 89° 12' 00" E	133.00	138	S 89° 12' 00" W	133.00
9	N 89° 12' 00" E	133.00	139	S 89° 12' 00" W	133.00
10	N 89° 12' 00" E	133.00	140	S 89° 12' 00" W	133.00
11	N 89° 12' 00" E	133.00	141	S 89° 12' 00" W	133.00
12	N 89° 12' 00" E	133.00	142	S 89° 12' 00" W	133.00
13	N 89° 12' 00" E	133.00	143	S 89° 12' 00" W	133.00
14	N 89° 12' 00" E	133.00	144	S 89° 12' 00" W	133.00
15	N 89° 12' 00" E	133.00	145	S 89° 12' 00" W	133.00
16	N 89° 12' 00" E	133.00	146	S 89° 12' 00" W	133.00
17	N 89° 12' 00" E	133.00	147	S 89° 12' 00" W	133.00
18	N 89° 12' 00" E	133.00	148	S 89° 12' 00" W	133.00
19	N 89° 12' 00" E	133.00	149	S 89° 12' 00" W	133.00
20	N 89° 12' 00" E	133.00	150	S 89° 12' 00" W	133.00
21	N 89° 12' 00" E	133.00	151	S 89° 12' 00" W	133.00
22	N 89° 12' 00" E	133.00	152	S 89° 12' 00" W	133.00
23	N 89° 12' 00" E	133.00	153	S 89° 12' 00" W	133.00
24	N 89° 12' 00" E	133.00	154	S 89° 12' 00" W	133.00
25	N 89° 12' 00" E	133.00	155	S 89° 12' 00" W	133.00
26	N 89° 12' 00" E	133.00	156	S 89° 12' 00" W	133.00
27	N 89° 12' 00" E	133.00	157	S 89° 12' 00" W	133.00
28	N 89° 12' 00" E	133.00	158	S 89° 12' 00" W	133.00
29	N 89° 12' 00" E	133.00	159	S 89° 12' 00" W	133.00
30	N 89° 12' 00" E	133.00	160	S 89° 12' 00" W	133.00
31	N 89° 12' 00" E	133.00	161	S 89° 12' 00" W	133.00
32	N 89° 12' 00" E	133.00	162	S 89° 12' 00" W	133.00
33	N 89° 12' 00" E	133.00	163	S 89° 12' 00" W	133.00
34	N 89° 12' 00" E	133.00	164	S 89° 12' 00" W	133.00
35	N 89° 12' 00" E	133.00	165	S 89° 12' 00" W	133.00
36	N 89° 12' 00" E	133.00	166	S 89° 12' 00" W	133.00
37	N 89° 12' 00" E	133.00	167	S 89° 12' 00" W	133.00
38	N 89° 12' 00" E	133.00	168	S 89° 12' 00" W	133.00
39	N 89° 12' 00" E	133.00	169	S 89° 12' 00" W	133.00
40	N 89° 12' 00" E	133.00	170	S 89° 12' 00" W	133.00
41	N 89° 12' 00" E	133.00	171	S 89° 12' 00" W	133.00
42	N 89° 12' 00" E	133.00	172	S 89° 12' 00" W	133.00
43	N 89° 12' 00" E	133.00	173	S 89° 12' 00" W	133.00
44	N 89° 12' 00" E	133.00	174	S 89° 12' 00" W	133.00
45	N 89° 12' 00" E	133.00	175	S 89° 12' 00" W	133.00
46	N 89° 12' 00" E	133.00	176	S 89° 12' 00" W	133.00
47	N 89° 12' 00" E	133.00	177	S 89° 12' 00" W	133.00
48	N 89° 12' 00" E	133.00	178	S 89° 12' 00" W	133.00
49	N 89° 12' 00" E	133.00	179	S 89° 12' 00" W	133.00
50	N 89° 12' 00" E	133.00	180	S 89° 12' 00" W	133.00
51	N 89° 12' 00" E	133.00	181	S 89° 12' 00" W	133.00
52	N 89° 12' 00" E	133.00	182	S 89° 12' 00" W	133.00
53	N 89° 12' 00" E	133.00	183	S 89° 12' 00" W	133.00
54	N 89° 12' 00" E	133.00	184	S 89° 12' 00" W	133.00
55	N 89° 12' 00" E	133.00	185	S 89° 12' 00" W	133.00
56	N 89° 12' 00" E	133.00	186	S 89° 12' 00" W	133.00
57	N 89° 12' 00" E	133.00	187	S 89° 12' 00" W	133.00
58	N 89° 12' 00" E	133.00	188	S 89° 12' 00" W	133.00
59	N 89° 12' 00" E	133.00	189	S 89° 12' 00" W	133.00
60	N 89° 12' 00" E	133.00	190	S 89° 12' 00" W	133.00
61	N 89° 12' 00" E	133.00	191	S 89° 12' 00" W	133.00
62	N 89° 12' 00" E	133.00	192	S 89° 12' 00" W	133.00
63	N 89° 12' 00" E	133.00	193	S 89° 12' 00" W	133.00
64	N 89° 12' 00" E	133.00	194	S 89° 12' 00" W	133.00
65	N 89° 12' 00" E	133.00	195	S 89° 12' 00" W	133.00
66	N 89° 12' 00" E	133.00	196	S 89° 12' 00" W	133.00
67	N 89° 12' 00" E	133.00	197	S 89° 12' 00" W	133.00
68	N 89° 12' 00" E	133.00	198	S 89° 12' 00" W	133.00
69	N 89° 12' 00" E	133.00	199	S 89° 12' 00" W	133.00
70	N 89° 12' 00" E	133.00	200	S 89° 12' 00" W	133.00
71	N 89° 12' 00" E	133.00	201	S 89° 12' 00" W	133.00
72	N 89° 12' 00" E	133.00	202	S 89° 12' 00" W	133.00
73	N 89° 12' 00" E	133.00	203	S 89° 12' 00" W	133.00
74	N 89° 12' 00" E	133.00	204	S 89° 12' 00" W	133.00
75	N 89° 12' 00" E	133.00	205	S 89° 12' 00" W	133.00
76	N 89° 12' 00" E	133.00	206	S 89° 12' 00" W	133.00
77	N 89° 12' 00" E	133.00	207	S 89° 12' 00" W	133.00
78	N 89° 12' 00" E	133.00	208	S 89° 12' 00" W	133.00
79	N 89° 12' 00" E	133.00	209	S 89° 12' 00" W	133.00
80	N 89° 12' 00" E	133.00	210	S 89° 12' 00" W	133.00
81	N 89° 12' 00" E	133.00	211	S 89° 12' 00" W	133.00
82	N 89° 12' 00" E	133.00	212	S 89° 12' 00" W	133.00
83	N 89° 12' 00" E	133.00	213	S 89° 12' 00" W	133.00
84	N 89° 12' 00" E	133.00	214	S 89° 12' 00" W	133.00
85	N 89° 12' 00" E	133.00	215	S 89° 12' 00" W	133.00
86	N 89° 12' 00" E	133.00	216	S 89° 12' 00" W	133.00
87	N 89° 12' 00" E	133.00	217	S 89° 12' 00" W	133.00
88	N 89° 12' 00" E	133.00	218	S 89° 12' 00" W	133.00
89	N 89° 12' 00" E	133.00	219	S 89° 12' 00" W	133.00
90	N 89° 12' 00" E	133.00	220	S 89° 12' 00" W	133.00
91	N 89° 12' 00" E	133.00	221	S 89° 12' 00" W	133.00
92	N 89° 12' 00" E	133.00	222	S 89° 12' 00" W	133.00
93	N 89° 12' 00" E	133.00	223	S 89° 12' 00" W	133.00
94	N 89° 12' 00" E	133.00	224	S 89° 12' 00" W	133.00
95	N 89° 12' 00" E	133.00	225	S 89° 12' 00" W	133.00
96	N 89° 12' 00" E	133.00	226	S 89° 12' 00" W	133.00
97	N 89° 12' 00" E	133.00	227	S 89° 12' 00" W	133.00
98	N 89° 12' 00" E	133.00	228	S 89° 12' 00" W	133.00
99	N 89° 12' 00" E	133.00	229	S 89° 12' 00" W	133.00
100	N 89° 12' 00" E	133.00	230	S 89° 12' 00" W	133.00

Station	Bearing	Distance	Station	Bearing	Distance
101	N 89° 12' 00" E	133.00	231	S 89° 12' 00" W	133.00
102	N 89° 12' 00" E	133.00	232	S 89° 12' 00" W	133.00
103	N 89° 12' 00" E	133.00	233	S 89° 12' 00" W	133.00
104	N 89° 12' 00" E	133.00	234	S 89° 12' 00" W	133.00
105	N 89° 12' 00" E	133.00	235	S 89° 12' 00" W	133.00
106	N 89° 12' 00" E	133.00	236	S 89° 12' 00" W	133.00
107	N 89° 12' 00" E	133.00	237	S 89° 12' 00" W	133.00
108	N 89° 12' 00" E	133.00	238	S 89° 12' 00" W	133.00
109	N 89° 12' 00" E	133.00	239	S 89° 12' 00" W	133.00
110	N 89° 12' 00" E	133.00	240	S 89° 12' 00" W	133.00
111	N 89° 12' 00" E	133.00	241	S 89° 12' 00" W	133.00
112	N 89° 12' 00" E	133.00	242	S 89° 12' 00" W	133.00
113	N 89° 12' 00" E	133.00	243	S 89° 12' 00" W	133.00
114	N 89° 12' 00" E	133.00	244	S 89° 12' 00" W	133.00
115	N 89° 12' 00" E	133.00	245	S 89° 12' 00" W	133.00
116	N 89° 12' 00" E	133.00	246	S 89° 12' 00" W	133.00
117	N 89° 12' 00" E	133.00	247	S 89° 12' 00" W	133.00
118	N 89° 12' 00" E	133.00	248	S 89° 12' 00" W	133.00
119	N 89° 12' 00" E	133.00	249	S 89° 12' 00" W	133.00
120	N 89° 12' 00" E	133.00	250	S 89° 12' 00" W	133.00
121	N 89° 12' 00" E	133.00	251	S 89° 12' 00" W	133.00
122	N 89° 12' 00" E	133.00	252	S 89° 12' 00" W	133.00
123	N 89° 12' 00" E	133.00	253	S 89° 12' 00" W	133.00
124	N 89° 12' 00" E	133.00	254	S 89° 12' 00" W	133.00
125	N 89° 12' 00" E	133.00	255	S 89° 12' 00" W	133.00
126	N 89° 12' 00" E	133.00	256	S 89° 12' 00" W	133.00
127	N 89° 12' 00" E	133.00	257	S 89° 12' 00" W	133.00
128	N 89° 12' 00" E	133.00	258	S 89° 12' 00" W	133.00
129	N 89° 12' 00" E	133.00	259	S 89° 12' 00" W	133.00
130	N 89° 12' 00" E	133.00	260	S 89° 12' 00" W	133.00

<p>PARTITION BOUNDARY SURVEY STATE OF OHIO FRANKLIN COUNTY, MASSILLVA CO, WEST TOWNSHIP MICHAEL BAKER, JR., INC. CONSULTING ENGINEERS BEAVER, PENNSYLVANIA</p>	<p>MITCHELL PLANT LANDS LOCATED EAST OF STATE ROUTE 2 FOR OHIO POWER COMPANY</p>	<p>DATE: DECEMBER 11, 2019</p>
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~~BOOK 0821 PAGE 0408~~

**OHIO POWER COMPANY
MITCHELL PLANT LANDS
LOCATED EAST OF STATE ROUTE 2
FRANKLIN DISTRICT, MARSHALL COUNTY, WEST VIRGINIA**

EXHIBIT B

Those certain parcels or tracts of land, situated in Franklin District, Marshall County, West Virginia, being more particularly bounded and described as follows, to-wit:

~~First Tract: Beginning at a sycamore stump at the forks of a run, corner of the S. H. Gatts and J. Hudson Gatts lands; thence up the left branch of said run with the J. Hudson Gatts land N. 67° 49' W. 222 feet, N. 46° 03' W. 240 feet, N. 44° 49' W. 210 feet, N. 68° 49' W. 270 feet, N. 47° 54' W. 275 feet, N. 8° 30' W. 76 feet to a lynn, N. 12° 23' W. 708 feet to a post; thence leaving said branch and still with the J. Hudson Gatts Line N. 80° 53' W. 788 feet to a stake in line of the J. Hudson Gatts land and land of Jerry Gatts' Heirs at the center of the road; thence up the road and with the line of Jerry Gatts' heirs N. 8° 20' E. 74 feet, N. 36° 32' E. 445 feet, N. 22° 02' E. 396 feet to a white oak stump, at the side of the road; thence leaving the road and still with the line of Jerry Gatts' heirs, N. 31° 13' W. 383 feet to the place where a red oak stood; thence with the same N. 33° 43' W. 775 feet to the place where an ironwood stood, corner to the land of Jerry Gatts' heirs and Lemuel Taylor land; thence with the Lemuel Taylor line N. 54° 50' E. 460 feet to the place where a beech stood, corner to the Lemuel Taylor land and the land of Peter Gatts' heirs; thence S. 74° 45' E. 792 feet to a poplar on the bank of a run; thence with same S. 64° 20' E. 315 feet to a white walnut; thence with said _____ S 86° 04' E. 521 feet to a stake in the center of the county road; thence with the county road S 30° 40' W. 512 feet to a stake in the center of the county road; thence leaving the county road S. 76° E 890 feet to a stake in the original line; thence with the original line S. 2° E. 39 feet to a stone at the forks of the run, an original corner; thence leaving the original line and running down the run S. 37° 35' W. 114 feet to a stake in the run, near the north end of a large cliff of rocks; thence S. 2° 30' W. 139 feet to a black walnut standing on the west bank of the run; thence S. 15° E. 120 feet to a stake on the bank of the run, an original corner; thence down the run with the Gatts line S. 8° 45' E. 122 feet, S 9° 37' E. 253 feet, S 4° 07' E. 143 feet, S. 1° 43' E. 296 feet, S. 5° 54' E. 202 feet, S. 1° 24' E. 279 feet, S. 43° 32' W. 168 feet, S. 24° 20' E. 57 feet, S. 26° 40' W. 244 feet, S. 15° 22' W. 179 feet, S. 40° 46' W. 246 feet, S. 36° 16' W. 103 feet to a sycamore stump, the place of beginning, containing one hundred and forty-five (145) acres, more or less, as per survey of H. T. Hirst, Civil Engineer, made in 1902.~~

~~There is excepted and reserved, however, the following described parcel of land and right-of-way heretofore conveyed by Charles E. Henthorn and Marguerite L. Henthorn, his wife, to Mabel Baker, by deed dated the 27th day of March, 1958, and recorded in the office of The Clerk of the County Court of said Marshall County in Deed Book No. 329, page 281, to-wit:~~

~~BOOK 0821 PAGE 0409~~

~~Beginning at a stake located N. 62° 00' E. 142.70 feet from an electric pole on the within described premises, said pole being designated "W. E. 27-1798", said pole being the most southerly of a series and being located S. 16° 41' E. 1460.50 feet from an electric pole on the north side of the Taylor's Ridge County Road, the last named pole being designated "W. E. 82-27"; thence with the land of Henthorn S. 10° 28' E. 107.80 feet to a post; thence with an existing fence S. 55° 17' W. 176.00 feet to a corner fence post; thence with Henthorn with an existing fence N. 52° 47' W. 59.50 feet to a post; thence with same N. 26° 31' W. 151.50 feet to a corner fence post; thence with Henthorn N. 48° 27' E. 161.80 feet to the largest of a group of four elms about ten feet below fence; thence with Henthorn S. 58° 30' E. 139.60 feet to the place of beginning, containing 1.009 acres, more or less, according to a survey made March 22, 1958, by Gordon W. Sammons, Civil Engineer, also a right-of-way over, along and upon a certain existing road way or lane extending from the east side of the property hereinbefore described and running to the south side of Taylor's Ridge County Road.~~

~~There is excepted and reserved a parcel of land consisting of approximately one-fourth (1/4) acre which has heretofore been set aside, used and dedicated as a cemetery or graveyard.~~

~~There is excepted and reserved all the coal within and underlying said land together with the mining rights and privileges which were conveyed by Andrew J. Gatts and wife to Emily Derrick by deed dated April 28, 1903, and recorded in the office of the Clerk of the County Court of Marshall County, West Virginia in Deed Book No. 98, at page 365.~~

~~There is also excepted and reserved such oil and gas and royalty payments as have been heretofore excepted and reserved in prior deeds.~~

~~Auditor's Tax Parcel No. 85-5-0886-0000-0000~~

~~**Second Tract:** Beginning at a white oak, corner to lands of Pollock and Yost in the line of lands of J. C. Thomas Heirs; thence with line of Pollock and Yost N. 49° 25' W. 247 feet to a white oak; thence N. 47° 32' W. 868 feet to a dead white oak; thence N. 15° E. 615 feet to a stake and small sugar; thence N. 64° W. 272 feet to a stake on a steep bank or hill side; thence N. 6° 50' W. 395 feet to a stake near the run; thence up said run N. 66° 40' W. 185 feet to a stake, thence S. 73° 20' E. 380 feet to a stake; thence S. 44° 20' E. 522 feet to a stake; thence S. 80° 10' E. 285 feet to a stake; thence S. 65° 20' E. 614 feet to a stake; thence N. 68° 36' E. 1060 feet to a lynn; thence N. 47° 40' E. 363 feet to a stake – an ironwood called for in the original deed – corner to lands of A. J. Gatts; thence with the said line of said A. J. Gatts, S. 33° 16' E. 752 feet to a stake; thence S. 30° 46' E. 383 feet to a stake by the county road; thence with the said county road; thence S. 22° 30' W. 400 feet to a point in the center of said county road; thence S. 37° 30' W. 445 feet to a stake near the house; thence S. 11° 45' W. 74 feet to a stone, corner to lands of A. J. Gatts and Jacob Bassett; thence with said Bassett's line S. 10° E. 352 feet to a stone; thence leaving the county road S. 72° W. 433 feet to a wild cherry; thence S. 63° 28' W. 509 feet to a small hickory on a small run; thence down said run S. 14° 14' W. 206 feet to a dead sugar tree; thence S. 4° 47' E. 444 feet to an ash; thence S. 8° 25' W. 269 feet to a stake near an ironwood pointer; thence N.~~

BOOK 821 PAGE 0410

83° W. 551 feet to a stone; thence N. 25° 30' W. 1650 feet to a white oak, and the place of beginning, containing one hundred and forty-eight and thirteen one-hundredths (148 13/100) acres, more or less.

There is excepted and reserved, however, the following described parcel of land:

Beginning at a point in the center of the Taylors Ridge County road and a corner to Charles Henthorn, said point being located N. 66 deg. 26' E. 58.00 feet from the southeast corner of the Kenneth Richmond residence, and being also located S. 76 deg. 57' E. 44.00 feet from the northeast corner of said residence; thence running with Henthorn and the center of said road S. 27 deg. 40' W. 186.00 feet to a point in the center of said road; thence leaving said road and running with land remaining to Richmond N. 29 deg. 27' W. 329.50 feet to a stake, said line passing a stake and post at the west side of said county road at 20.50 feet; thence with same N. 60 deg. 33' E. 156.25 feet to a stake in fence row in Charles Henthorn-Kenneth Richmond line, said stake being located S. 29 deg. 27' E. 42.50 feet from a corner fence post in said line; thence with said line S. 29 deg. 27' E. 228.50 feet to the place of beginning, containing 1.000 acre, more or less, according to a survey made August 16, 1958 by Gordon W. Sammons, Civil Engineer.

There is excepted and reserved all the coal within and underlying said land together with the mining rights and privileges which were conveyed to William W. Brownfield by the following deeds: W. S. Gatts, Guardian, et al., by deed dated July 24, 1902, recorded in Deed Book No. 89 at page 327; deed of James Hudson Gatts and wife by deed dated July 25, 1902, recorded in Deed Book No. 89 at page 274; deed of Mary Blanche Gatts, single, by deed dated December 22, 1903, recorded in Deed Book No. 105 at page 371, all in Marshall County, West Virginia records.

There is also excepted and reserved such oil and gas and royalty payments as have heretofore been excepted and reserved in prior deeds.

Auditor's Tax Parcel No. 05-5-0003-0000-0000

First Tract and Second Tract being the same property conveyed to Appalachian Power Company by Consolidation Coal Company, by deed dated March 6, 1968, and recorded in Book 398, Page 167, Marshall County Deed Records.

First Tract and Second Tract also being part of the same property conveyed to Ohio Power Company by Appalachian Power Company, by deed dated October 17, 1968, and recorded in Book 403, Page 103, Marshall County Deed Records.

**AEP GENERATION RESOURCES INC.
KAMMER-MITCHELL POWER PLANT
GATTS RIDGE TRACTS
FRANKLIN DISTRICT, MARSHALL COUNTY, WEST VIRGINIA**

EXHIBIT C

**Legal Description
for
LOT B
Part of Exhibit B, First Tract**

A certain tract of land situated in the State of West Virginia, Marshall County, Franklin District, and being more particularly bounded and described as follows:

BEGINNING at a corner common to the lands now owned by AEP Generation Resources Inc. (1/2 interest) (D. B. 821, Pg. 505; Parcel 2, First Tract), and Kentucky Power Company (1/2 interest) (D. B. 821, Pg. 549; Parcel 2, First Tract), and other lands now owned by AEP Generation Resources Inc. (1/2 interest) (D. B. 821, Pg. 386; Exhibit B, First Tract), and Kentucky Power Company (1/2 interest) (D. B. 821, Pg. 470; Exhibit B, First Tract), and being in the center of West Virginia Secondary State Route No. 72, commonly known as Gatts Ridge Road, having a coordinate value of N. 486,029.755 and E. 1,609,370.017, and marking a corner common to Lots B, D and E of this survey, thence, leaving the said Lot D of this survey, and the said Parcel 2, First Tract, of the lands of the said AEP, and severing the said Exhibit B, First Tract, of the other lands of the said AEP, with the center of the said Road, as follows:

South 16° 12' 25" West 335.37 feet; thence, with a curve to the right, having a radius 185.00 feet, and an arc length of 56.02 feet, the long chord of which bears:

South 24° 52' 57" West 55.81 feet; thence,

South 33° 33' 28" West 30.30 feet; thence, with a curve to the right, having a radius 105.00 feet, and an arc length of 189.40 feet, the long chord of which bears:

South 85° 13' 56" West 164.74 feet; thence,

North 43° 05' 36" West 128.20 feet; thence, with a curve to the left, having a radius 295.00 feet, and an arc length of 45.99 feet, the long chord of which bears:

North 47° 33' 39" West 45.95 feet to a corner common to a 1/4 acre Cemetery which has been heretofore set aside and dedicated; thence, leaving the center of the said Road, and the said Lot E, of this survey, and with the said Cemetery, as follows:

North 27° 47' 16" East, passing a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set), at 15.23 feet, in all 107.46 feet to a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set); thence,

North 62° 12' 44" West 104.36 feet to a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set); thence,

South 27° 47' 16" West, passing a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set), at 92.23 feet, in all 107.46 feet to a point in the center of the said Road, and being in the line of the said Lot E, of this survey; thence, leaving the said Cemetery, severing the said Exhibit B, First Tract, of the other lands of the said AEP, with the center of the said Road, and Lot E, of this survey, as follows, with a curve to the left, having a radius 295.00 feet, and an arc length of 3.03 feet, the long chord of which bears:

North 72° 41' 45" West 3.03 feet; thence,

North 72° 59' 24" West 41.72 feet; thence, with a curve to the left, having a radius 495.00 feet, and an arc length of 275.97 feet, the long chord of which bears:

North 88° 57' 42" West 272.41 feet; thence,

South 75° 04' 00" West 73.34 feet; thence, with a curve to the left, having a radius 265.00 feet, and an arc length of 149.91 feet, the long chord of which bears:

South 58° 51' 39" West 147.92 feet to a corner common to Parcel 8 of the lands of the said AEP; thence, leaving the center of the said Road, and Lot E, of this survey, and with the said Parcel 8 of the lands of the said AEP,

North 30° 02' 17" West, passing a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set), at 15.67 feet, passing a corner common to Exhibit B, Second Tract of the other lands of the said AEP, at approximately 228.50 feet, in all 383.00 feet to a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set), on the northwest side of Connors Run Haul Road; thence, continuing with the said Exhibit B, Second Tract, of the other lands of the said AEP,

North 32° 32' 17" West 683.69 feet to a point in line of Area "A" of the lands of the said AEP; thence, leaving the said Exhibit B, Second Tract of the other lands of the said AEP, and with the said Area "A" of the lands of the said AEP,

North 52° 09' 16" East 316.85 feet to a corner common to the lands now or formerly owned by McElroy Coal Company (D. B. 628, Pg. 369); thence, leaving the said Area "A" of the lands of the said AEP, and with the lands of the McElroy Coal Company, as follows:

South 76° 06' 52" East, passing a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set), at 585.73 feet, in all 795.30 feet to a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set); thence,

South 66° 06' 52" East 316.47 feet to a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set); thence,

South 87° 50' 52" East 68.29 feet to a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set) to a corner common to the said Lot D, of this survey, from which a 5/8" reinforcing rod (found), marking the southwest corner of Lot C, of this survey, bears: South 87° 50' 52" East 85.00 feet; thence, leaving the lands of the McElroy Coal Company, and severing the said Exhibit B, First Tract, of the other lands of the said AEP, with the said Lot D, of this survey, as follows:

South 00° 37' 11" East 422.14 feet to a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set); thence,

South 77° 50' 37" East, passing a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set), at 189.00 feet, in all 204.04 feet to the BEGINNING, containing 24.970 acres, more or less, as surveyed under the direct supervision of Ronald L. Eastham, West Virginia Licensed Professional Surveyor No. 150, on November 26, 2014, and being all of Lot B, of this survey, as shown on the attached plat and made a part of this description.

The above survey datum is based on the West Virginia State Plane Coordinate System, North Zone, NAD '83, U.S. Survey (feet).

The above described tract is a part of the same land as that described as Exhibit B, First Tract, in a Limited Warranty Deed from Ohio Power Company, an Ohio corporation, to AEP Generation Resources Inc. (1/2 interest), a Delaware corporation, dated December 31, 2013 and recorded in Deed Book 821, Page 386; a part of the same land as that described as Exhibit B, First Tract, in a Limited Warranty Deed from

Newco Kentucky Inc., a Kentucky corporation, to Kentucky Power Company, (1/2 interest), a Kentucky corporation, dated December 31, 2013, and recorded in Deed Book 821, Page 470; both of which are recorded in the Office of the Clerk of the County Commission of Marshall County, West Virginia.

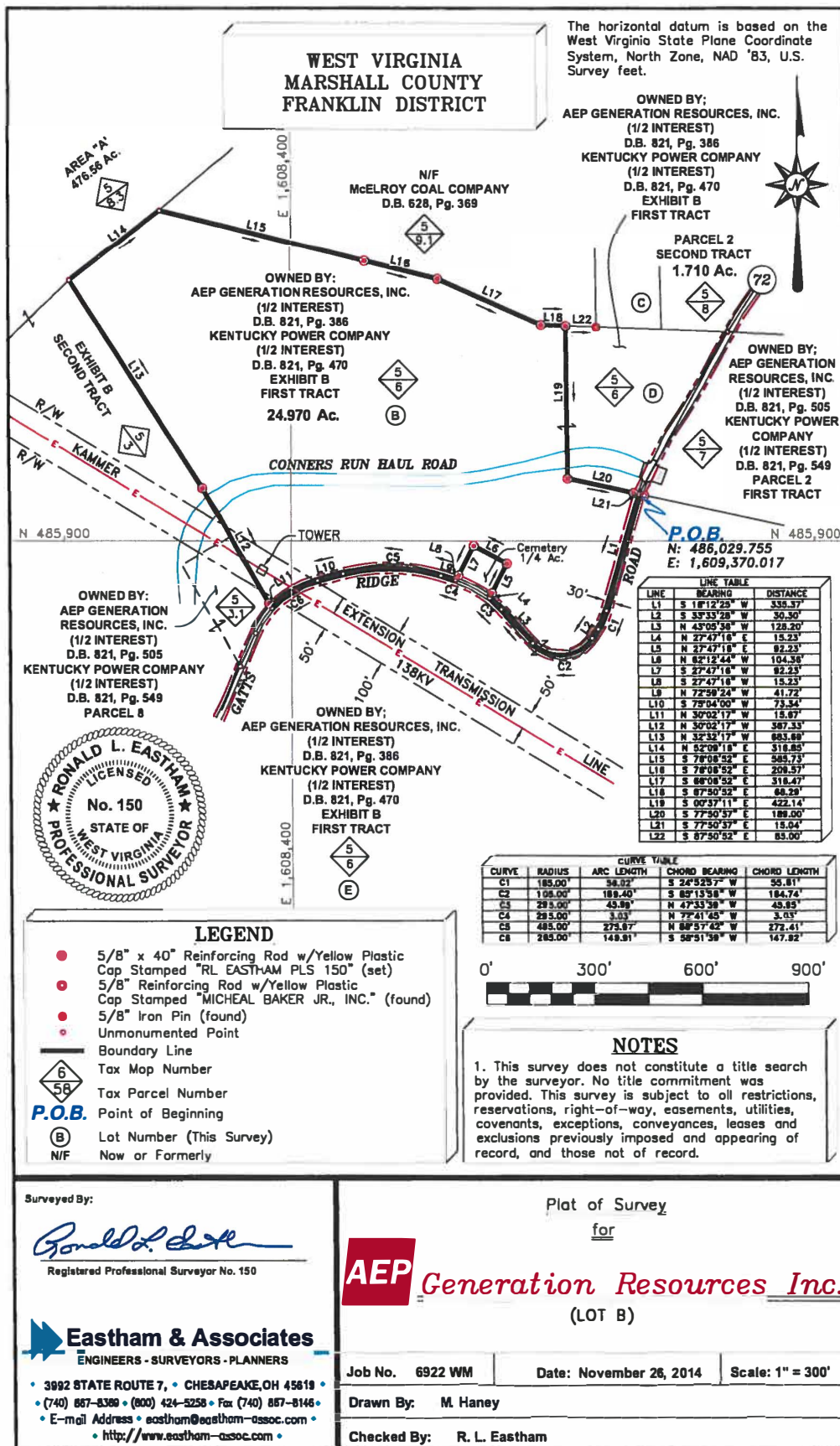
And being a part Tax Map No. 5, Parcel No. 6.

This survey does not constitute a Title Search by the Surveyor. No Title Commitment was provided. This survey is subject to all restrictions, reservations, right-of-ways, easements, utilities, covenants, exceptions, conveyances, leases and exclusions previously imposed and appearing of record, and those not of record.



Ronald L. Eastham, P.S.
Registration No. 150





**AEP GENERATION RESOURCES INC.
KAMMER-MITCHELL POWER PLANT
GATTS RIDGE TRACTS
FRANKLIN DISTRICT, MARSHALL COUNTY, WEST VIRGINIA**

EXHIBIT D

**Legal Description
for
LOT A
Parcel 2
Part of Third Tract**

A certain tract of land situated in the State of West Virginia, Marshall County, Franklin District, and being more particularly bounded and described as follows:

BEGINNING at a 5/8" reinforcing rod (found), marking a corner common to the lands now or formerly owned by McElroy Coal Company (D. B. 628, Pg. 369), and the lands now owned by AEP Generation Resources Inc. (1/2 interest) (D. B. 821, Pg. 505; Parcel 2, Third Tract), and Kentucky Power Company (1/2 interest) (D. B. 821, Pg. 549; Parcel 2, Third Tract), having a coordinate value of N. 486,815.942 and E. 1,609,247.423, and marking a corner common to Lots A and C of this survey, from which a 5/8" reinforcing rod (found), bears: South 00° 37' 11" East 324.32 feet; thence, leaving the said Lot C, of this survey, and with the lands of the said McElroy Coal Company, as follows:

North 39° 52' 37" West 118.90 feet to a 5/8" reinforcing rod (found); thence,

South 87° 40' 31" West 224.54 feet to a 5/8" reinforcing rod (found); thence,

North 57° 27' 33" West 217.24 feet to a 5/8" reinforcing rod (found); thence,

North 60° 12' 31" East 205.18 feet to a 5/8" reinforcing rod (found); thence,

North 78° 39' 41" East 219.20 feet to a 5/8" reinforcing rod (found); thence,

North 50° 57' 04" East 111.07 feet to a 5/8" reinforcing rod with a yellow plastic cap stamped "RL Eastham PLS 150" (set), marking a corner common to Lot C of this survey, from which a 5/8" reinforcing rod (found), bears: North 50° 57' 04" East 312.01 feet; thence, leaving the lands of the said McElroy Coal Company, and severing the said Third Tract of the lands of the said AEP, with the line between the said Lots A and C, of this survey,

South 00° 37' 11" East 414.03 feet to the BEGINNING, containing 2.267 acres, more or less, as surveyed under the direct supervision of Ronald L. Eastham, West Virginia Licensed Professional Surveyor No. 150, on November 26, 2014, and being all of Lot A, of this survey, as shown on the attached plat and made a part of this description.

The above survey datum is based on the West Virginia State Plane Coordinate System, North Zone, NAD '83, U.S. Survey (feet).

The above described tract is a part of the same land as that described as Parcel 2, Third Tract, in a Limited Warranty Deed from Franklin Real Estate Company, a Pennsylvania corporation, to AEP Generation Resources Inc. (1/2 interest), a Delaware corporation, dated December 31, 2013 and recorded in Deed Book 821, Page 505; and a part of the same land as that described as Parcel 2, Third Tract, in a Limited Warranty Deed from Newco Kentucky Inc., a Kentucky corporation, to Kentucky Power Company, (1/2 interest), dated December 31, 2013, and recorded in Deed Book 821, Page 549; both of which are recorded in the Office of the Clerk of the County Commission of Marshall County, West Virginia.

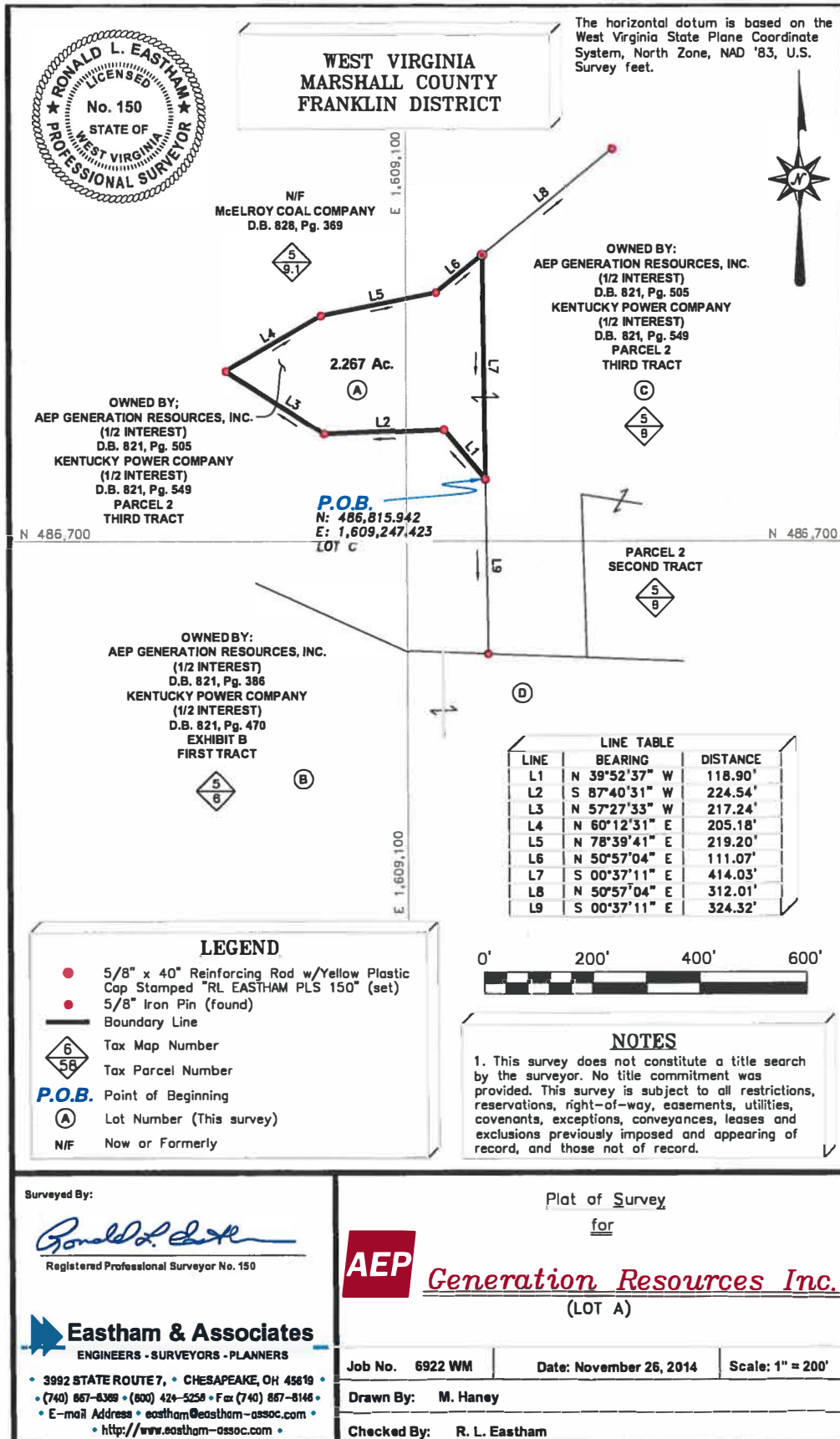
And being a part Tax Map No. 5, Parcel No. 9.

This survey does not constitute a Title Search by the Surveyor. No Title Commitment was provided. This survey is subject to all restrictions, reservations, right-of-ways, easements, utilities, covenants, exceptions, conveyances, leases and exclusions previously imposed and appearing of record, and those not of record.



Ronald L. Eastham, P.S.
Registration No. 150





SCHEDULE 4.01(e) TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

LEASED REAL PROPERTY AND REAL PROPERTY LEASES

None.

SCHEDULE 4.01(g) TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.,
ENVIRONMENTAL MATTERS

Section I: - All Material Environmental Permits

A current list of permits, certificates, certifications, licenses and other authorizations issued to the Mitchell Plant by Governmental Authorities under Environmental Laws that are required for Transferor to conduct the business and operations of the Transferred Assets is provided in Table 1.

TABLE 1 - Mitchell

Permit / License	Permit Number	Permit Date	Agency
Minor NSR Permit	R13-2608E	05/12/14	WVDEP
Minor NSR General Permit	G60-C057A	08/08/14	WVDEP
Title V Permit	R30-05100005-2014	10/15/14	WVDEP
Title IV Acid Rain Permit	R33-3948-2017-4A	05/14/13	WVDEP
CAIR Permit	---	---	WVDEP
Title IV & CAIR Certificates of Representation	---	---	USEPA
Landfill	---	---	WVDEP
RCRA Hazardous Waste ID#	WVD980554943	---	WVDEP
EPCRA / LEPC – notify	---	---	LEPC
404 NW Permit (ML DFA)	2011-940	01/20/12	USACE
Barge Mooring Facility	200501351	11/17/05	USACE
Coal Unloading Dock	4600	02/08/71	USACE
Coal Unloading Dock Extension	76032	10/13/78	USACE
DNR Right of Entry Permit	R-12-1/25-1247	11/02/12	WVDNR
DNR Right of Entry Permit	L-05-1/25-1613	01/23/06	WVDNR
Expand Barge Mooring & Fleeting Facility	200501038	07/28/05	USACE
General NPDES Construction (ML DFA)	WV0115924	12/22/11	WVDEP
General NPDES Construction (ML HR)	WV0115924	05/11/12	WVDEP
General NPDES Construction (ML LF Subsurface)	WV0115924	08/25/11	WVDEP
General NPDES Construction (ML LF/HR)	WV0115924	09/24/12	WVDEP
Increase Barge Mooring Capacity	94007	05/17/94	USACE
Individual 404 Permit (ML LF/HR)	2011-1499	TBD	USACE
Individual WV/NPDES Permit (ML LF)	WV0116742	TBD	WVDEP
Intake Structure	---	04/09/68	USACE
Maintenance Dredging Permit	200300265	08/18/03	USACE
NPDES (Plant)	WV0005304	12/30/10	WVDEP
Barge Facility Operating Plan	---	---	USACE
SWPPP (Plant)	---	---	WVDEP
SWPPP's associated with Construction	---	---	WVDEP
SPCC Plan	---	---	USEPA
Facility Response Plan	---	---	USEPA
Groundwater Protection Plan	---	---	WVDEP
Mitchell - Drinking Water	WV9925015	---	WVDHHR

Section II: - Exclusions to Environmental Representations

1. Transferor's predecessor in interest and its affiliated services company, American Electric Power Service Corporation (AEPSC), have been named as defendants and third-party defendants in the consolidated cases captioned Anderson v. Columbian Chemicals Co., Case No. 09-C-220K, Anderson v. Rain CII Carbon, Case No. 11-C-152, and Anderson v. Columbian Chemicals Co., Case No. 11-C-153K, all pending in state court in Marshall County, West Virginia. The cases allege plaintiffs have been injured by exposure to various air emissions, in particular carbon black emissions from the Rain CII Carbon and Columbian Chemicals facilities. Certain plaintiffs and third-party plaintiffs also allege that Transferor's emissions from Mitchell Plant and other facilities have caused or contributed to plaintiffs' injuries. The cases are in early stages of discovery and no case management orders have yet been issued.
2. Appalachian Power Company received a notice of intent to file suit under Section 505 of the Clean Water Act from Appalachian Mountain Advocates and others asserting violations of various effluent standards and limitations associated with discharges regulated by NPDES Permit No. WV0001074. The parties negotiated a settlement that was filed as a consent order, simultaneously with the complaint, in the Northern District of West Virginia. The consent order was entered by the Court on November 4, 2014, and all payments due under the terms of the settlement were paid before the end of 2014. Owners and operators of the Kammer and Mitchell Plant have ongoing obligations for compliance with certain permit limits and other requirements during the term of the decree.
3. A December 10, 2007 consent decree was entered in U.S. v. American Electric Power Service Corp., et al, Civil Action No, 99-1182 and consolidated cases, U.S. District Court for the Southern District of Ohio, as amended. Owners and operators of facilities identified in the consent decree, including Mitchell Plant, have obligations for continuing operation of emissions control equipment, compliance with certain system-wide emissions caps, as defined in the decree, certain allowance surrenders, and ongoing implementation of environmental mitigation projects.

SCHEDULE 4.01(i) TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

CONTRACTS

1. Contracts for Use by Multiple Plants, Including Mitchell Plant (assigned to Assignee for use at the Mitchell Plant only to the extent it affects the Mitchell Plant; AEP Generation Resources Inc. may also purchase goods and services under these contracts for its other facilities):

- a. Consolidated Coal Company – 07-77-05-900 (Coal)
- b. BPB West Virginia (Certaineed) – OPCI-05-GP1 (Gypsum Sales)
- c. Long Run Transportation, Inc. – AEP-TR-08-001 (Urea Transport)
- d. Yara North America, Inc. – AEPSC-06-U03 (Urea)
- e. Solvay Chemicals, Inc. – AEP-07-TR-901 (Trona)

2. Mitchell Plant Contracts Material to Its Operations:

- a. Bowen – 02511219x181 (Dry Fly Ash Project)
- b. United Conveyor Corporation – 418948x181 (Dry Fly Ash Project)
- c. Enerfab – 575028001082x181 – Dry Fly Ash Project Electrical)
- d. Beaver Excavating – 02579874x181 (New Landfill Haul Road)
- e. RB Jergens – 02589884x181 (New Landfill Construction)
- f. Utility Workers of America Local 468
- g. Carmeuse Lime and Stone – 07-00-06-LS0 (Limestone)
- h. USNR Microspheres – 07-11-11-COI (Cenospheres)
- i. Alpha Coal Sales Co., LLC Purchase Order No. 07-00-13-002 (Coal)
- j. Alpha Coal Sales Co., LLC Purchase Order No. 03-00-14-026 (Coal)
- k. Alpha Coal Sales Co., LLC Purchase Order No. 03-00-14-031 (Coal)
- l. Alpha Coal Sales Co., LLC Purchase Order No. 03-00-14-032 (Coal)
- m. Koch Carbon, LLC Purchase Order No. 03-00-14-029 (Coal)
- n. Mississippi Lime Company – 07-00-12-HL1 (Hydrated Lime)
- o. Bellaire Harbor Services, Inc. – AEP-TR-08-900 (Urea Transport)
- p. Petroleum Traders Corporation – 07-FO-13-002 (Fuel Oil)

SCHEDULE 4.01(i) TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

LEGAL PROCEEDINGS

1. IN THE CIRCUIT COURT OF MARSHALL COUNTY, WEST VIRGINIA

ERNIE LEE ANDERSON and
TAMMEY L. ANDERSON,
Individually and As Parents,
Guardians and next Friends
of JENNIFER RAY ANDERSON,
a minor, and CLEM LEE
ANDERSON, a minor, et al.,

CIVIL ACTION NO. 09-C-220 K
(Mark A. Karl, Judge)

and

DENNIS F. MOORE and
JOLENE MOORE,

CIVIL ACTION NO. 10-C-146K

Plaintiffs,

v.

COLUMBIAN CHEMICALS COMPANY, a foreign
Corporation, et al.,

Defendants and Cross-Plaintiff
and Cross-Defendants.

RAIN CII CARBON LLC,

Third Party Plaintiff

v.

LIBERTY MUTUAL FIRE
INSURANCE COMPANY, et al.,

Third-Party Defendant Insurers,
and

BAYER MATERIALSCIENCE, LLC., et al

Third-Party Commercial Defendants.

2. **IN THE CIRCUIT COURT OF MARSHALL COUNTY, WEST VIRGINIA**

AMANDA ANDERSON, et al

Plaintiffs,

v.

Civil Action NO: 11-C-153 K

COLUMBIAN CHEMICALS COMPANY, et al

Defendants.

3. **IN THE CIRCUIT COURT OF MARSHALL COUNTY, WEST VIRGINIA**

BRIAN ANDERSON, et al

Plaintiffs,

v.

Civil Action NO: 11-C-152 K

RAIN CII CARBON, CO, et al

Defendants.

SCHEDULE 4.01(k) TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

PERMITS

Following are listed all permits that are material to the business or operations of the Mitchell Plant:

All of the following permits and licenses: river and barge access permits for unloading facilities, barge unloaders, river cells, dredging, and restroom holding tanks; building occupancy permits for each generating unit, building and trailer; drinking water and well water permits; truck scales and other devices of measurement; Department of Transportation permits for road and railroad crossings, plant entrances, conveyor crossings, and bridge crossings; Coast Guard permits, facility response plans, and security plans; Ohio Siting Board certificates; FCC licenses for microwave communications, wireless devices, cranes, controls, radios, and marine uses; elevator licenses for passenger, freight and special service elevators; boiler certificates for steam generators, boilers and auxiliary boilers, and hot water heaters; nuclear devices, including precipitator hopper level indicators, silo level indicators, density meters, pumps, Trona silos, and analyzers; intellectual property licenses, including software and firmware licenses; and personal property licenses.

ASSUMPTION AGREEMENT

This **Assumption Agreement** between **AEP Generation Resources Inc.**, a Delaware corporation ("Genco"), and **Newco Wheeling Inc.**, a West Virginia corporation ("Newco"), is executed on the 23rd day of January, 2015, but effective for all purposes on the 31st day of January, 2015 at 11:56 p.m. EST (the "Effective Time"). All capitalized terms used but not defined in this Agreement have the meanings assigned to such terms in the Asset Contribution Agreement (as defined below).

WHEREAS, Genco and Newco are parties to that certain Asset Contribution Agreement dated January 31, 2015 (the "Asset Contribution Agreement").

WHEREAS, pursuant to the Asset Contribution Agreement, Newco has agreed to assume fifty percent (50%) of the Assumed Liabilities.

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

- 1. Assumption of Assumed Liabilities.** On the terms set forth herein and in the Asset Contribution Agreement, Newco hereby assumes and shall become responsible for, and shall hereafter pay, perform and discharge as and when due, fifty percent (50%) of the Assumed Liabilities.
- 2. Further Assurances.** From and after the date hereof, Genco and Newco shall, without further consideration, execute, deliver and take such actions as may be reasonably required of them to effectuate Newco's assumption of fifty percent (50%) of the Assumed Liabilities as contemplated by this Assumption Agreement and the Asset Contribution Agreement.
- 3. Subject To Asset Contribution Agreement.** This Agreement is expressly subject to the terms and conditions of the Asset Contribution Agreement. In the event of a conflict between the terms of this Assumption Agreement and the Asset Contribution Agreement, the terms of the Asset Contribution Agreement shall control.
- 4. Successors and Assigns.** The terms and provisions of this Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Counterparts.** This Agreement may be executed in any number of counterparts, and each such executed counterpart (including electronically transmitted counterparts) shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate, but one and the same instrument.
- 6. Entire Agreement.** This Assumption Agreement, together with the Asset Contribution Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes and is in full substitution for any

and all prior agreements and understandings between them relating to such subject matter, and no party hereto shall be liable or bound to any other party hereto in any manner with respect to such subject matter by any warranties, representations, indemnities, covenants, or agreements except as specifically set forth herein and therein.

EXECUTED as of the date first set forth but effective for all purposes as of the Effective Time.

AEP GENERATION RESOURCES INC.

By: Charles E. Zebula
Charles E. Zebula
President

NEWCO WHEELING INC.

By: Jeffrey D. Cross
Jeffrey D. Cross
Vice President

ASSET TRANSFER AGREEMENT

This **Asset Transfer Agreement** (this "Agreement") from **AEP Generation Resources Inc.**, a Delaware corporation ("Genco"), to **Newco Wheeling Inc.**, a West Virginia corporation ("Newco"), is executed on the 23rd day of January, 2015, but effective for all purposes on the 31st day of January, 2015 at 11:56 p.m. EST (the "Effective Time"). All capitalized terms used but not defined in this Agreement have the meanings assigned to such terms in the Asset Contribution Agreement (as defined below).

WHEREAS, Genco and Newco are parties to that certain Asset Contribution Agreement dated January 31, 2015 (the "Asset Contribution Agreement").

WHEREAS, pursuant to the Asset Contribution Agreement, Genco has agreed to transfer to Newco its undivided fifty percent (50%) right, title and interest in and to the Mitchell Plant Inventories, vehicles, equipment, machinery, furniture and other tangible personal property used in connection with the Mitchell Plant or located on or at the Mitchell Plant Real Property, the Mitchell Plant Leased Real Property and the Mitchell Plant Easements and Rights of Way (the "Transferred Assets¹").

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

- 1. Conveyance of Transferred Assets.** Genco does hereby transfer, convey and deliver to Newco free and clear of any liens or encumbrances, other than Permitted Encumbrances, its undivided fifty percent (50%) right, title and interest in and to the Transferred Assets.
- 2. Further Assurances.** From and after the date hereof, Genco and Newco shall, without further consideration, execute, deliver and take such actions as may be reasonably required of them to accomplish the transfer of the undivided fifty percent (50%) interest in the Transferred Assets and otherwise consummate the transactions contemplated by this Agreement and the Asset Contribution Agreement.
- 3. Subject To Asset Contribution Agreement.** This Agreement is expressly subject to the terms and conditions of the Asset Contribution Agreement. In the event of a conflict between the terms of this Agreement and the Asset Contribution Agreement, the terms of the Asset Contribution Agreement shall control.
- 4. Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Counterparts.** This Agreement may be executed in any number of counterparts, and each such executed counterpart (including electronically transmitted counterparts)

¹ Exclusive of Real Property interests, which will be transferred by deed.

shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate, but one and the same instrument.

- 6. Entire Agreement.** This Agreement, together with the Asset Contribution Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes and is in full substitution for any and all prior agreements and understandings between them relating to such subject matter, and no party hereto shall be liable or bound to any other party hereto in any manner with respect to such subject matter by any warranties, representations, indemnities, covenants, or agreements except as specifically set forth herein and therein.

EXECUTED as of the date first set forth but effective for all purposes as of the Effective Time.

AEP GENERATION RESOURCES INC.

By: Charles E. Zebula
Charles E. Zebula
President

NEWCO WHEELING INC.

By: Jeffrey D. Cross
Jeffrey D. Cross
Vice President

ASSIGNMENT OF CONTRACTS

This **Assignment of Contracts** (this "Assignment") from **AEP Generation Resources Inc.**, a Delaware corporation ("Assignor"), to **Newco Wheeling Inc.**, a West Virginia corporation ("Assignee"), is executed on the 23rd day of January, 2015, but effective for all purposes on the 31st day of January, 2015 at 11:56 p.m. EST (the "Effective Time"). All capitalized terms used but not defined in this Agreement have the meanings assigned to such terms in the Asset Contribution Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement dated January 31, 2015 (the "Asset Contribution Agreement").

WHEREAS, Assignor is a party to the contracts and agreements set forth on Exhibit A attached hereto (collectively, the "Contracts").

WHEREAS, pursuant to the Asset Contribution Agreement, Assignor has agreed to assign to Assignee its undivided fifty percent (50%) right, title and interest in and to the Contracts as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment.** Effective as of the Effective Date, Assignor, pursuant to the terms and conditions of the Asset Contribution Agreement, hereby transfers and assigns to Assignee its undivided fifty percent (50%) right, title and interest in and to the Contracts listed in Exhibit A.
- 2. Assumption.** Assignee hereby accepts such interests in and to the Contracts and assumes and becomes responsible for, and shall hereafter pay, perform and discharge as and when due fifty percent (50%) of the Liabilities arising under the Contracts listed in Exhibit A.
- 3. Further Assurances.** From and after the date hereof, Assignor and Assignee shall, without further consideration, execute, deliver and take such actions as may be reasonably required of them to accomplish assignment of the Contracts and otherwise consummate the transactions contemplated by this Assignment and the Asset Contribution Agreement.
- 4. Subject To Asset Contribution Agreement.** This Assignment is expressly subject to the terms and conditions of the Asset Contribution Agreement. In the event of a conflict between the terms of this Assignment and the Asset Contribution Agreement, the terms of the Asset Contribution Agreement shall control.
- 5. Successors and Assigns.** The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

6. **Counterparts.** This Assignment may be executed in any number of counterparts and each such executed counterpart (including electronically transmitted counterparts) shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate, but one and the same instrument.
7. **Entire Agreement.** This Assignment, together with the Asset Contribution Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes and is in full substitution for any and all prior agreements and understandings between them relating to such subject matter, and no party hereto shall be liable or bound to any other party hereto in any manner with respect to such subject matter by any warranties, representations, indemnities, covenants, or agreements except as specifically set forth herein and therein. The Exhibit to this Assignment is hereby incorporated and made a part hereof and is an integral part of this Assignment.

EXECUTED as of the date first set forth but effective for all purposes as of the Effective Time.

ASSIGNOR:

AEP GENERATION RESOURCES INC.

By: Charles E. Zebula
Charles E. Zebula, President

ASSIGNEE:

NEWCO WHEELING INC.

By: Jeffrey D. Cross
Jeffrey D. Cross, Vice President

Attachment 1

SCHEDULE 4.01(i) TO ASSET CONTRIBUTION AGREEMENT
BETWEEN AEP GENERATION RESOURCES INC. AND NEWCO WHEELING INC.

CONTRACTS

1. Contracts for Use by Multiple Plants, Including Mitchell Plant (assigned to Assignee for use at the Mitchell Plant only to the extent it affects the Mitchell Plant; AEP Generation Resources Inc. may also purchase goods and services under these contracts for its other facilities):

- a. Consolidated Coal Company – 07-77-05-900 (Coal)
- b. BPB West Virginia (Certainteed) – OPCO-05-GP1 (Gypsum Sales)
- c. Long Run Transportation, Inc. – AEP-TR-08-001 (Urea Transport)
- d. Yara North America, Inc. – AEPSC-06-U03 (Urea)
- e. Solvay Chemicals, Inc. – AEP-07-TR-901 (Trona)

2. Mitchell Plant Contracts Material to Its Operations:

- a. Bowen – 02511219x181 (Dry Fly Ash Project)
- b. United Conveyor Corporation – 418948x181 (Dry Fly Ash Project)
- c. Enerfab – 575028001082x181 – Dry Fly Ash Project Electrical)
- d. Beaver Excavating – 02579874x181 (New Landfill Haul Road)
- e. RB Jergens – 02589884x181 (New Landfill Construction)
- f. Utility Workers of America Local 468
- g. Carmeuse Lime and Stone – 07-00-06-LS0 (Limestone)
- h. USNR Microspheres – 07-11-11-CO1 (Cenospheres)
- i. Alpha Coal Sales Co., LLC Purchase Order No. 07-00-13-002 (Coal)
- j. Alpha Coal Sales Co., LLC Purchase Order No. 03-00-14-026 (Coal)
- k. Alpha Coal Sales Co., LLC Purchase Order No. 03-00-14-031 (Coal)
- l. Alpha Coal Sales Co., LLC Purchase Order No. 03-00-14-032 (Coal)
- m. Koch Carbon, LLC Purchase Order No. 03-00-14-029 (Coal)
- n. Mississippi Lime Company – 07-00-12-HL1 (Hydrated Lime)
- o. Bellaire Harbor Services, Inc. – AEP-TR-08-900 (Urea Transport)
- p. Petroleum Traders Corporation – 07-FO-13-002 (Fuel Oil)

State of West Virginia



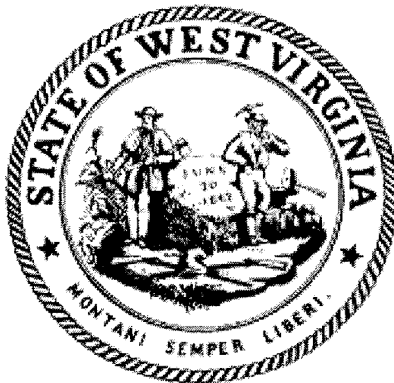
Certificate

*I, Natalie E. Tennant, Secretary of State of the
State of West Virginia, hereby certify that*

by the provisions of the West Virginia Code, Articles of Merger were received and filed,
MERGING NEWCO WHEELING INC., A QUALIFIED WV ORGANIZATION, WITH AND INTO WHEELING POWER
COMPANY, A QUALIFIED WV ORGANIZATION.

Therefore, I hereby issue this

CERTIFICATE OF MERGER



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
January 28, 2015*

Natalie E. Tennant
Secretary of State

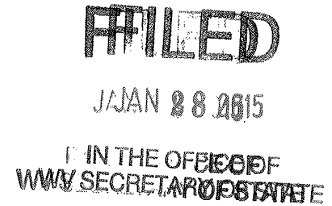
STATE OF WEST VIRGINIA

**ARTICLES OF MERGER
of**

**NEWCO WHEELING INC.
a West Virginia corporation**

and

**WHEELING POWER COMPANY
a West Virginia corporation**

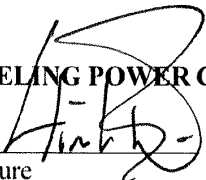


The undersigned, on behalf of the corporations set forth below, pursuant to West Virginia Code Section 31D-11-1106, state as follows:

1. **NEWCO WHEELING INC.**, a West Virginia corporation (“NEWCO”), shall merge with and into **WHEELING POWER COMPANY**, a West Virginia corporation (“Wheeling”), pursuant to an Agreement and Plan of Merger dated December 18, 2014 by and between NEWCO and Wheeling, whereby the separate corporate existence of Newco shall cease, and Wheeling shall be the continuing and surviving corporation in the merger.
2. The Agreement and Plan of Merger is as set forth in Exhibit A attached hereto (the “Plan of Merger”).
3. The Restated Articles of Incorporation of Wheeling in effect immediately prior to the merger, shall be the Restated Articles of Incorporation of the surviving corporation.
4. The Plan of Merger was adopted and approved by the Board of Directors of NEWCO on November 10, 2014. The Plan of Merger was adopted and approved by the Board of Directors of Wheeling on October 27, 2014.
5. The Plan of Merger was adopted by the unanimous consent of the shareholders of NEWCO on December 18, 2014. The Plan of Merger was adopted by the unanimous consent of the shareholders of Wheeling on December 18, 2014.
6. This merger shall become effective at 11:59 p.m., Eastern Standard Time, on January 31, 2015.

[SIGNATURE PAGE FOLLOWS]

Executed in the names of the corporations by:


WHEELING POWER COMPANY


Signature
Timothy K. Light

Printed name

12/18/14
date
Vice President

corporate title

NEWCO WHEELING INC.


Signature
Jeffrey D. Cross

Printed name

12/18/14
date
Vice President

corporate title

AGREEMENT AND PLAN OF MERGER

BETWEEN

WHEELING POWER COMPANY

a West Virginia corporation

and

NEWCO WHEELING INC.

a West Virginia corporation

This **AGREEMENT AND PLAN OF MERGER** is entered into as of this 18th day of December, 2014, under Section 31D-11-1102 and 31D-11-1106 of the West Virginia Corporation Act, between **WHEELING POWER COMPANY**, a West Virginia corporation (“WPCo”), and **NEWCO WHEELING INC.**, a West Virginia corporation (“NEWCO Wheeling”).

RECITALS

1. WPCo is a corporation duly organized, validly existing and in good standing under the laws of West Virginia and is a wholly owned subsidiary of American Electric Power Company, Inc., a New York corporation (“AEP”), which is a public utility holding company. WPCo is a regulated public utility engaged in the business of providing electric power and related services to its customers.
2. NEWCO Wheeling is a corporation duly organized, validly existing and in good standing under the laws of West Virginia and is a wholly owned subsidiary of AEP. NEWCO Wheeling owns certain electric generating facilities; however, it is not a regulated public utility.
3. WPCo currently has authorized 150,000 shares of common stock, \$1 par value, of which 150,000 are issued and outstanding and held by AEP.
4. NEWCO WPCo currently has authorized 100 shares of common stock, no par value, of which 100 are issued and outstanding and held by AEP.
5. All regulatory approvals necessary for the merger of NEWCO Wheeling with and into WPCo have been received.

6. The Boards of Directors of WPCo and NEWCO Wheeling have each determined that it is in the best interest of both companies and their shareholders to merge NEWCO Wheeling with and into WPCo, and have, by resolutions, duly approved and adopted this Agreement and Plan of Merger. AEP, the sole shareholder of WPCo and NEWCO Wheeling, has approved this Agreement and Plan of Merger.

AGREEMENT

Now, therefore, in consideration of the premises and agreements contained herein, the parties agree as follows:

ARTICLE I

NAMES OF CORPORATIONS; MERGER

The names of the constituent corporations to the merger are “Wheeling Power Company” and “Newco Wheeling Inc.” In accordance with the laws of West Virginia and this Agreement and Plan of Merger, NEWCO Wheeling shall be merged with and into WPCo (the “Merger”). WPCo shall be, and is herein referred to as, the “Surviving Corporation.”

ARTICLE II

EFFECTIVE TIME

As soon as practicable after the execution hereof, Articles of Merger shall be filed, as required by the West Virginia Corporation Act, with the Secretary of State of West Virginia. The Merger shall become effective at 11:59 p.m. on January 31, 2015. Such date and time shall be the “Effective Time” referred to in this Agreement and Plan of Merger.

ARTICLE III
EFFECT OF MERGER; ARTICLES OF INCORPORATION;
BY-LAWS; DIRECTORS AND OFFICERS AT THE EFFECTIVE TIME

- 3.1 At the Effective Time, NEWCO Wheeling shall be merged with and into WPCo, the separate corporate existence of NEWCO Wheeling shall cease, and WPCo shall be the continuing and Surviving Corporation in the Merger and shall continue to exist under the laws of West Virginia.
- 3.2 The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all of the duties and liabilities of a corporation organized under the West Virginia Corporation Act. Title to all real estate and other property owned by WPCo and NEWCO Wheeling shall be vested in the Surviving Corporation and the Surviving Corporation shall have all the liabilities of WPCo and NEWCO Wheeling. Any proceeding pending against WPCo or NEWCO Wheeling at the Effective Time may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in such proceeding in the case of any such proceeding against NEWCO Wheeling.
- 3.3 The Restated Articles of Incorporation of WPCo, as in effect immediately prior to the Effective Time, shall be the Restated Articles of Incorporation of the Surviving Corporation until they shall thereafter be duly altered or amended.
- 3.4 The By-Laws of WPCo, as in effect immediately prior to the Effective Time, shall be the By-Laws of the Surviving Corporation until they shall thereafter be duly altered or amended.

3.5 The directors and officers of WPCo immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation until changed in accordance with law.

ARTICLE IV CONVERSION OF SHARES

The manner of carrying into effect the Merger, and the manner and the basis of converting and canceling the capital stock of the constituent companies, shall be as follows: At the Effective Time, (1) each share of capital stock of WPCo then issued and outstanding shall, by virtue of the Merger and without any action by the holder thereof, constitute one issued and outstanding share of stock of the Surviving Corporation and shall include the same rights, privileges and preferences as appertained to the capital stock of WPCo immediately prior to the Merger; (2) each share of capital stock of NEWCO Wheeling then issued and outstanding shall, by virtue of the Merger and without any action by the holder thereof, be canceled and extinguished; and (3) no new or additional stock of the Surviving Corporation shall be issued in consummating the Merger.

ARTICLE V MISCELLANEOUS

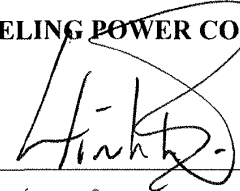
- 5.1 The parties to this Agreement and Plan of Merger shall pay the expenses incurred by each of them, respectively, in connection with the transactions contemplated herein.
- 5.2 The title of this Agreement and Plan of Merger and the headings herein set out are for the convenience of reference only and shall not be deemed to be part of this Agreement and Plan of Merger.

- 5.3 Subject to applicable law, this Agreement and Plan of Merger may be amended by agreement between the parties hereto and approved by their respective Boards of Directors.
- 5.4 This Agreement and Plan of Merger and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of West Virginia.
- 5.5 The parties intend that, for United States federal income tax purposes, the Merger will qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and that this Agreement and Plan of Merger will be, and is hereby, adopted as a plan of reorganization for purposes of Section 368(a) of the Code.


Signatures appear on the following page

IN WITNESS WHEREOF, each of WPCo and NEWCO Wheeling has caused this Agreement and Plan of Merger to be executed on its behalf and in its corporate name as of the date first above written.

WHEELING POWER COMPANY

By 
Its Vice President

NEWCO WHEELING INC.

By 
Its Vice President

Kentucky Power Company
KPSC Case No. 2021-00421
AG-KIUCs Second Set of Data Requests
Dated January 7, 2022

DATA REQUEST

AG-KIU 2-14 Refer to the Company's response to AG-KIUC 1-15. The question addressed the potential transaction structures for the sale/purchase/transfer of the KPCo Mitchell Plant interest to/by WPCo, meaning transaction structures other than the outright sale/purchase of assets and liabilities, such as the use of intermediate entities in the same manner as the Mitchell Plant was sold by AEP Generation Resources Inc. to Newco Kentucky Inc. and then merged into Kentucky Power Company (refer to the Company's response to AG-KIUC 1-32). Indicate whether the Company considered and/or evaluated a transaction structure similar to that undertaken by AEP Generation Resources Inc., Newco Kentucky Inc., and Kentucky Power when it acquired a 50% share of the Mitchell Plant or some variation of a transaction structure other than a straight sale and purchase of assets and liabilities. If so, then provide a copy of all memos, emails, and all other documentation of the Company's identification and evaluation of each potential transaction structure, including any assessments of the advantages or disadvantages of a specific transaction structure. If none, then explain why it or AEP did not undertake such an analysis and evaluation of potential transaction structures.

RESPONSE

No.

Discussion of structure alternatives was limited to focusing on achieving a transfer of ownership at December 31, 2028, what assets and/or liabilities would transfer, the methodology for determining decommissioning costs and the methodology for determining the valuation of transferred assets and liabilities. The Agreement leaves open the structure to a later date when it is defined in the Mitchell Interest Purchase Agreement (MIPA) for the sale at December 31, 2028. As long as the assets and liabilities are transferred and obligations transferred such as decommissioning as defined in the Mitchell Ownership Agreement, then the structure is open to being decided in conjunction with the determination of the details in the MIPA.

Witness: Stephan T. Haynes

Kentucky Power Company
KPSC Case No. 2021-00421
AG-KIUCs Second Set of Data Requests
Dated January 7, 2022

DATA REQUEST

AG-KIUC 2-15 Refer to the Company's response to AG-KIUC 1-42.

- a. Confirm that the Company reports the accumulated cost of removal for decommissioning expense as a regulatory liability for GAAP financial reporting purposes. If confirmed, indicate whether the Company records the accumulated cost of removal for decommissioning expense in account 108 or account 253 or makes a "topside" entry to reclassify the amount from account 108 for GAAP financial reporting purposes.
- b. Describe how the Company calculates and tracks the accumulated cost of removal for decommissioning expense for the Mitchell Plant.

RESPONSE

- a. Confirmed. The Company records the accumulated cost of removal to a sub-account of 108 (account 1080011). Account 1080011 is mapped on the balance sheet to accumulated depreciation for regulatory reporting purposes and to regulatory liability for GAAP reporting purposes.
- b. Using the depreciation rates and the net salvage parameters that the Commission approved, along with the depreciation rate, in Case No. 2017-00179, the Company calculates a cost of removal depreciation rate that is used to record a cost of removal accrual for the Mitchell Plant.

Witness: Jason A. Cash

Kentucky Power Company
KPSC Case No. 2021-00421
AG-KIUCs Second Set of Data Requests
Dated January 7, 2022

DATA REQUEST

AG-KIUC 2-16 Refer to the Company's response to AG-KIUC 1-43.

- a. Provide all actual balance sheet amounts (assets and liabilities) by FERC account for the Mitchell Plant at December 31, 2021 or the most recent month for which actual information is available.
- b. Provide all actual income statement amounts (revenues and expenses) by FERC revenue, functional O&M expense accounts, A&G expense accounts, and other taxes expense accounts for the Mitchell Plant for calendar year 2021 or the most recent twelve months for which actual information is available.

RESPONSE

The requested information is not maintained on a plant basis. In addition, the Company objects to completing the requested analysis on the basis that performing such analysis is not reasonably calculated to lead to the discovery of admissible evidence as the Company is not requesting any ratemaking treatment associated with the Mitchell Plant in this proceeding.

Witness: Jason A. Cash



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E-Signature Summary

E-Signature 1: Jason A Cash (JAC)

January 13, 2022 07:25:36 -8:00 [598B05E4B497] [167.239.221.104]
jacash@aep.com (Principal) (Personally Known)

E-Signature Notary: S. Smithhisler (SRS)

January 13, 2022 07:25:36 -8:00 [F19E3E39F6D8] [161.235.221.106]
srsmithhisler@aep.com
I, S. Smithhisler, did witness the participants named above electronically sign this document.



VERIFICATION

The undersigned, Jason A. Cash, being duly sworn, deposes and says he is Director - Regulatory Accounting Services for American Electric Power Service Corporation, that he has personal knowledge of the matters set forth in the forgoing responses, and the information contained therein is true and correct to the best of his information, knowledge and belief after reasonable inquiry.

Jason A. Cash

Jason A. Cash

STATE OF OHIO

)

) Case No. 2021-00421

COUNTY OF FRANKLIN

)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Jason

A. Cash, on 01/13/2022.



S. Smithhisler

Notary Public

Notary ID Number: 2019-RE-775042

Notarial act performed by audio-visual communication

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E-Signature Summary

E-Signature 1: Stephan T Haynes (STH)

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 sthaynes@aep.com (Principal) (Personally Known)

E-Signature Notary: S. Smithhisler (SRS)

January 13, 2022 07:30:25 -8:00 [64A7606148D7] [161.235.221.106]
 srsmithhisler@aep.com
 I, S. Smithhisler, did witness the participants named above electronically sign this document.





Keaton 2021-00421.docx

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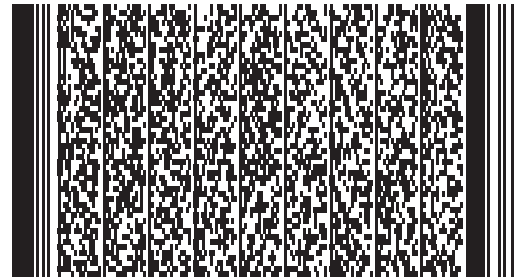
E-Signature Summary

E-Signature 1: Allyson Keaton (AK)

January 13, 2022 07:19:17 -8:00 [B79751694A9F] [167.239.221.105]
alkeaton@aep.com (Principal) (Personally Known)

E-Signature Notary: S. Smithhisler (SRS)

January 13, 2022 07:19:17 -8:00 [CA4DA2B34173] [161.235.221.106]
srsmithhisler@aep.com
I, S. Smithhisler, did witness the participants named above electronically sign this document.



VERIFICATION

The undersigned, Allyson M. Keaton, being duly sworn, deposes and says she is a Tax Analyst Principle for American Electric Power Service Corporation, that she has personal knowledge of the matters set forth in the forgoing responses, and the information contained therein is true and correct to the best of her information, knowledge and belief after reasonable inquiry.

Allyson Keaton

Allyson M. Keaton

STATE OF OHIO

)

) Case No. 2021-00421

COUNTY OF FRANKLIN

)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by

Allyson M. Keaton, on 01/13/2022.



S Smithhisler

Notary Public

Notary ID Number: 2019-RE-775042

Notarial act performed by audio-visual communication

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