



May 13, 2011

Secretary of the Commission
Indiana Utility Regulatory Commission
National City Center
101 West Washington Street, Suite 1500 East
Indianapolis, Indiana 46204

Dear Secretary:

Pursuant to 170 IAC 1-6 (“Rule 6”), the Thirty-Day Administrative Filing Procedures and Guidelines Rules, Indianapolis Power & Light Company (“IPL”) submits herewith for approval a Power Purchase Agreement for Qualifying Renewable Energy Power Production Facilities between the U.S. General Services Administration and IPL dated April 21, 2011 (“Agreement”).

Specifically 170 IAC 1-6 Section 3(6) allows for the filing of this contract as a “filing for which the commission has already approved or accepted the procedure for the change.” The Commission approved IPL’s Rate REP – Renewable Energy Production in its Order dated February 10, 2010 in Cause No. 43623 (Phase I) and ordered (at 62) that “[a]ny long-term contracts between IPL and its customers wishing to sell renewable energy under Rate REP shall be submitted to the Commission for approval utilizing the 30-day filing process.”

Rate REP – Renewable Energy Production, the Commission-approved tariff under which the Agreement was entered, was created so that customers may alternatively choose to participate in a renewable energy feed-in rate for generation resources with capacity ratings ranging from 50 kW to 10 MW. Rate REP provides pricing unique to the type of renewable energy produced and allows for long-term contracting. Rate REP allows the Company and the Customer to negotiate terms and a rate for energy or capacity which differs from the filed rates by the Company.

In support of this 30-day filing IPL is submitting herewith (1) a copy of the Commission-approved Rate REP – Renewable Energy Production, I.U.R.C. No. E-16, Original No. 124, 124.1, 124.2 and 124.3 and (2) a verified statement by the Company affirming that customers have been notified as required under Rule 6, stating in detail the means used for notification, and copies of any written means of notification. By copy of this letter, the Office of Utility Consumer Counselor is being provided with a copy of this 30-day filing.

Indiana Utility Regulatory Commission

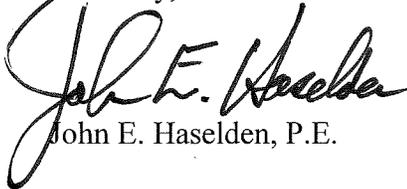
June __, 2010

Page 2

IPL appreciates your assistance in processing this request through the Commission's 30-Day Filing procedures. The contact information regarding this filing is as follows:

John E. Haselden, P.E.
Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana 46204
Phone: 317-261-6629
Fax: 317-261-5867
Email: john.haselden@aes.com

Sincerely,



John E. Haselden, P.E.

Enclosures

cc: A. David Stippler, Office of Utility Consumer Counselor – w/enclosures via email

Verified Statement of Indianapolis Power & Light Company (IPL)

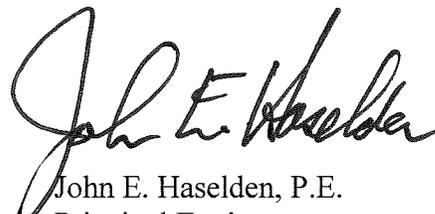
Concerning a Power Purchase Agreement for Qualifying Renewable Energy Power Production between The U.S. General Services Administration and IPL

Indianapolis Power & Light Company complied with the Notice Requirements under 170 IAC 1-6-6 in the following manner:

- beginning on May 10, 2011 and continuing through the filing date, the attached notice was posted in the Customer Service Office at 2102 N. Illinois Street
- beginning on May 10, 2011 and continuing through the filing date, the same notice was posted on IPL's website under the Pending section of the Rates, Rules and Regulations area
- a legal notice placed in the Indianapolis Star on May 10, 2011 as evidenced by the attached Publishers Affidavit; and
- beginning on the filing date, a copy of the Power Purchase Agreement for Qualifying Renewable Energy Power Production between The Time Factory and IPL 30 day filing will be included on IPL's website under the Pending section of the Rates, Rules and Regulations area.

I affirm under penalties for perjury that the foregoing representations are true to the best of my knowledge, information, and belief.

Dated this 13th day of May, 2011.


John E. Haselden, P.E.
Principal Engineer

LEGAL NOTICE

Notice is hereby given that on or about May 16, 2011, Indianapolis Power & Light Company expects to submit a Power Purchase Agreement for Qualifying Renewable Energy Power Production between The U.S. General Services Administration and IPL dated April 21, 2011. The Commission approved IPL's Rate REP (Renewable Energy Production) in its Order dated February 10, 2010 in Cause No. 43623 (Phase 1) which authorized the long-term contracting of Qualifying Renewable Energy Power Production for up to ten (10) years subject to Commission approval of each contract. IPL anticipates approval of the filing on or before June 30, 2011.

This notice is provided to the public pursuant to 170 IAC 1-6-6. The contact information, to which an objection should be made, is as follows:

Secretary
Indiana Utility Regulatory Commission
101 W. Washington Street, Suite 1500 East
Indianapolis, Indiana 46204
Telephone:(317) 232-2700
Fax: (317) 232-6758
Email: info@urc.in.gov

Office of Utility Consumer Counselor
115 W. Washington Street, Suite 1500 South
Indianapolis, Indiana 46204
Telephone:(317) 232-2484
Toll Free: 1-888-441-2494
Fax: (317) 232-5923
Email: uccinfo@oucc.in.gov

Dated May 10, 2011.

13633-88

DATE RECEIVED: MAY 13, 2011
IURC 30-DAY FILING NO: 2856
Indiana Utility Regulatory Commission

PUBLISHER'S AFFIDAVIT

LEGAL NOTICE

Notice is hereby given that on or about May 16, 2011, Indianapolis Power & Light Company expects to submit a Power Purchase Agreement for Qualifying Renewable Energy Power Production between The U.S. General Services Administration and IPL dated April 21, 2011. The Commission approved IPL's Rate REP (Renewable Energy Production) in its Order dated February 10, 2010 in Cause No. 43623 (Phase 1) which authorized the long-term contracting of Qualifying Renewable Energy Power Production for up to ten (10) years subject to Commission approval of each contract. IPL anticipates approval of the filing on or before June 30, 2011.

This notice is provided to the public pursuant to 170 IAC 1-6-6. The contact information, to which an objection should be made, is as follows:

Secretary
Indiana Utility
Regulatory Commission
101 W. Washington Street
Suite 1500 East
Indianapolis, Indiana
46204
Telephone: (317) 232-2700
Fax: (317) 232-6758
Email: info@urc.in.gov
Office of Utility
Consumer Counselor
115 W. Washington Street
Suite 1500 South
Indianapolis, Indiana
46204
Telephone: (317) 232-2484
Toll Free: 1-888-441-2494
Fax: (317) 232-5923
Email:
uccinfo@oucc.in.gov
Dated May 10, 2011.
(S - 5/10/11 - 5808425)

State of Indiana SS:
MARION County

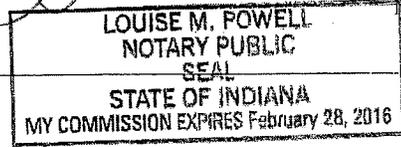
Personally appeared before me, a notary public in and for said county and state, the undersigned Kerry Dodson who, being duly sworn, says that SHE is clerk of the INDIANAPOLIS NEWSPAPERS a DAILY STAR newspaper of general circulation printed and published in the English language in the city of INDIANAPOLIS in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time(s), between the dates of:

05/10/2011 and 05/10/2011

Kerry Dodson Clerk
Title

Subscribed and sworn to before me on 05/10/2011

Louise M. Powell
Notary Public



My commission expires: _____

**POWER PURCHASE AGREEMENT
FOR QUALIFYING RENEWABLE ENERGY POWER PRODUCTION FACILITIES**

THIS POWER PURCHASE AGREEMENT FOR QUALIFYING RENEWABLE ENERGY POWER PRODUCTION FACILITIES ("Agreement") is made and entered into this 21 day of April, 2011 ("Effective Date"), by and between Indianapolis Power & Light Company, an Indiana corporation with its principal office located at One Monument Circle, Indianapolis, Indiana 46204 ("Company"), and U.S. General Services Administration (insert full legal name of entity), an authorized agency of the United States of America with its principal office located at the Major General Emmett J. Bean Federal Center, 8899 E. 56th Street, Indianapolis, IN 46249 (insert full street address with zip code) ("Customer"). Company and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Customer desires to sell renewable electric power inclusive of all rights to its attendant environmental attributes and the Company desires to purchase the same and recover such costs for retail ratemaking through the authority granted under Rate REP (Renewable Energy Production) as further approved by the Indiana Utility Regulatory Commission ("IURC"), and

WHEREAS, Customer is installing, or has installed, Qualifying Renewable Energy Power Production Facilities ("Generation Facilities") used to interconnect and operate in parallel with Company's electric system, which Generation Facilities are more fully described in Exhibit 1, attached hereto and incorporated herein by this Agreement, and as follows:

Location: Major General Emmett J. Bean Center, 8899 E. 56th Street, Indianapolis, IN 46249

Nameplate Capacity: 2.012MW

Estimated Annual Production: 2,289,280 kWh

Type of Qualifying Technology: Solar Photovoltaic

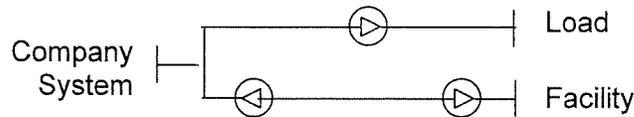
NOW, THEREFORE, in consideration thereof, Customer and Company agree as follows:

- 1. Application.** It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit 1.
- 2. Tariff.** This Agreement is entered into subject to the terms of Company's Rate REP as set forth in its retail tariff (IURC No. E-16, pp. 124 to 124.3) on file with the IURC (the "Tariff").
- 3. Interconnection.** Customer shall first apply for interconnection and enter into an Interconnection Agreement with the Company at the appropriate level. The Company's standard application form and Interconnection Agreement are attached as Exhibit 2 to this Agreement. Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with any operating procedures or other conditions specified in Exhibit 2.

Any changes in Facility operations that necessitate changes in IPL's operations must be approved prior to implementation and Customer must pay for any required improvements to IPL's system. The Facility shall install, operate, and maintain in good order such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by the Company for operation parallel to its system. The Facility shall bear full responsibility for the installation and safe operation of this equipment. Breakers capable of isolating the Facility from the Company shall at all times be immediately accessible to the Company. The Company may isolate the Facility at its own discretion if the Company believes continued parallel operation with the Facility creates or contributes to a System

Emergency. System Emergencies causing discontinuance of parallel operation are subject to verification by the IURC. To properly record numbers of kilowatt-hours for, respectively, purchase and sale, the following configurations shall be the basis for metering:

- (1) Where such measurement is appropriate for measurement of energy, the circuit shall include at minimum one monodirectional meter between, at one side, the Company system and, on the other side, the load and a bidirectional meter between, at one side, the Company system and on the other side, the Facility and any load associated with it
- (2) Where such measurement is appropriate for measurement of energy, the circuit shall include a monodirectional meter between the on-site load and the Company and, in a series arrangement, two monodirectional meters between the Facility and the Company system:



- (3) The meter measuring purchases by the Company shall be of a design to record time periods, and shall be capable of electronically transmitting instantaneous readings.
- (4) Other metering arrangements shall be the subject of negotiations between the Company and the Facility.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit 1, and no relay or other control or protection settings specified in Exhibit 1 shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

4. Rates For Purchase. The rate the Company will pay each Facility for energy and capacity shall be:

- | | | | |
|-----|-------------|---|---------------|
| (a) | Solar | | |
| | a. Capacity | None | |
| | b. Energy | | |
| | | (a) For Facilities generating 20 kW to 100 kW: | 24.0¢ per KWH |
| | | (b) For Facilities generating more than 100 kW: | 20.0¢ per KWH |
| (b) | Wind | | |
| | a. Capacity | None | |
| | b. Energy | | |
| | | (a) For Facilities generating 50 kW to 100 kW: | 14.0¢ per KWH |
| | | (b) For Facilities generating 100 kW to 1 MW: | 10.5¢ per KWH |
| | | (c) For Facilities generating more than 1 MW: | 7.5¢ per KWH |
| (c) | Biomass | | |
| | a. Capacity | \$6.18 per KW per month | |
| | b. Energy | 8.5¢ per KWH | |

The rates paid for energy shall be increased by two (2) percent, expressed to the nearest tenth of one cent, annually beginning on April 1 of the calendar year following commercial operation of the facility and

increased by two percent (2%) on each April 1 thereafter. Rates paid for capacity shall not increase on an annual basis.

In consideration of the compensation described above, which is in excess of the avoided costs of traditional generation alternatives, IPL will retain all Environmental Attributes, as defined in Rate REP, associated with the production of renewable energy by the Facility. The Company need not purchase or sell at a time of System Emergency.

5. Effective Term and Termination Rights. This Agreement shall become effective after execution by both Parties and any approval by the IURC necessary to recover for retail ratemaking purposes the costs of purchasing power and shall continue in effect until terminated in accordance with the provisions of this Agreement. The term of this Agreement shall be ___ years commencing with the date energy is first produced and transmitted to the Company. This Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time by giving Company at least sixty (60) days prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period; (b) Company may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Company's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or (d) Company may terminate this Agreement at any time by giving Customer at least sixty (60) days prior written notice in the event that there is a material change in an applicable rule or statute or in the event the costs of power purchased hereunder are not recognized for timely cost recovery via the retail ratemaking process. IPL may terminate this Agreement if the Facility is removed from the customer's premise, if there is no production for a 12-month period, or if the RECs generated by the Facility cannot be certified as renewable.

6. Assignment. Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other Party, and any attempted assignment or transfer without such written consent shall be of no force or effect. As to any permitted assignment: (a) reasonable prior notice of any such assignment shall be given to the other Party; (b) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing; (c) no assignment shall be effective until an amended interconnection agreement is executed and any approvals as may be required by all applicable regulatory bodies are obtained.

7. Termination of Any Applicable Existing Agreement. From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between Company and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

8. Force Majeure. For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

9. Notices. Except as otherwise provided in this Agreement, any notice, request, consent, demand, or statement which is contemplated to be made upon either Party hereto by the other Party hereto under any of the provisions of this Agreement, shall be in writing and sent by certified mail with a return receipt requested or via overnight courier with tracking capability to the address set forth below:

If notice or other transmittal (other than payment of invoices) is to Company:

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, IN 46204
Attention: Director, Regulatory Affairs

With a copy to:

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, IN 46204
Attention: Office of the General Counsel

If notice or other transmittal is to Customer:

U.S. General Services Administration
8899 E. 56th Street, Column 123B
Indianapolis, IN 46249
Attention: Todd Reeder, Property Manager

With a copy to:

U.S. General Services Administration
7726 Havens Court West
Blacklick, OH 43004
Attention: Larry Lewis, Utility Program Expert

10. IURC Jurisdiction. Company is subject to the jurisdiction of the IURC. The Company may seek approval via the IURC's 30-day administrative filing process to recognize the costs of power purchased pursuant to this Agreement for retail ratemaking purposes pursuant to Ind. Code § 8-1-8.8-1 et. seq. to the extent the Company does not already have such authority. Any such rates may be adjusted by the Company as circumstances warrant through the IURC's 30-day administrative filing process.

11. Wholesale Power Sales. Customer represents that it has the necessary authority to make wholesale sales of power to Customer pursuant to the Federal Power Act or other applicable law.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the Effective Date first above written.

Indianapolis Power & Light Company
("Company")

By: William H. Henley

Printed: William H. Henley

Title: VP Corporate Affairs

Execution Date: 5/2/11

U.S. General Services Administration (GSA)
("Customer")

By: Shantá Maldonado

Printed: Shantá Maldonado

Title: Contracting Officer, GSA

Execution Date: April 21, 2011

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into effective this 4th day of February, 2011, by and between Indianapolis Power & Light Company ("IPL"); and the U.S. General Services Administration, an authorized agency of the United States government ("Customer"). IPL and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Customer is installing, or has installed, generation equipment, controls, and protective relays and equipment ("Generation Facilities") used to interconnect and operate in parallel with IPL's electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: Major General Emmett J. Bean Center/US General Services Administration,
8899 East 56th Street, Indianapolis, IN 46249

Generator Size and Type: 2012 kW Inverter based Solar Photovoltaic

NOW, THEREFORE, in consideration thereof, Customer and IPL agree as follows:

- 1. Application.** It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.
- 2. Interconnection.** IPL agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with IPL's electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, IPL does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) IPL's rules and regulations, including IPL's General Terms and Conditions for Electric Service as contained in IPL's Retail Electric Tariff and as each may be revised from time to time with the approval of the Indiana Utility Regulatory Commission ("Commission"); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with IPL's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on IPL's electric system, including, but not limited to, voltage sags or swells, overvoltage, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges. Notwithstanding the foregoing or any other payment obligations of Customer under this Agreement, nothing in this Agreement shall constitute or be interpreted to constitute any violation of the Federal Anti-Deficiency Act.

Customer agrees that, without the prior written permission from IPL, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with IPL approved settings.

3. Operation by Customer. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics, overvoltage or otherwise interfere with the operation of IPL's electric system. At all times when the Generation Facilities are being operated in parallel with IPL's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by IPL to any of its other customers or to any electric system interconnected with IPL's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, IPL's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from IPL's electric system in the event of a fault on IPL's electric system, a fault on Customer's electric system, or loss of a source or sources on IPL's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on IPL's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon IPL's request, Customer shall promptly notify IPL whenever such automatic disconnecting devices operate.

Customer shall coordinate the location of any disconnect switch required by IPL to be installed and maintained by Customer.

4. Access by IPL. Upon reasonable advance notice to Customer, IPL shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement, to retrieve event records and other data from the interconnection protective relay scheme specified in Exhibit A and to verify the proper installation and continuing safe operation of the Generation Facilities. IPL shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from IPL's electric system. The cost of such inspection(s) shall be at IPL's expense; however, IPL shall not be responsible for any other cost Customer may incur as a result of such inspection(s). IPL shall have the right and authority to isolate the Generation Facilities at IPL's sole discretion if IPL believes that: (a) continued interconnection and parallel operation of the Generation Facilities with IPL's electric system creates or contributes (or will create or contribute) to a system emergency on either IPL's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of IPL's electric system; or (c) the Generation Facilities interfere with the operation of IPL's electric system. In non-emergency situations, IPL shall give Customer reasonable notice prior to isolating the Generating Facilities.

5. Rates and Other Charges. This Agreement does not constitute an agreement by IPL to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by IPL in connection with interconnection of the Generation Facilities. It is understood that if Customer desires an agreement whereby IPL wheels power, or purchases energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then IPL and Customer may enter into another mutually acceptable separate agreement detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by IPL, in order for the Generation Facilities to interconnect with and operate in parallel with IPL's electric system, then a separate Excess Facilities Agreement shall

be executed by IPL and Customer in accordance with IPL's Standard Contract Rider No. 4 contained in IPL's Retail Electric Tariff, which rider details the charges and terms of such excess facilities, as the same may be revised from time to time with the approval of the Commission.

6. Insurance. Customer has been deemed sufficiently creditworthy, as determined by IPL, to self insure against potential liability. Customer represents and warrants that there is no known floor or ceiling on the limits of its ability to cover a liability.

7. Indemnification. (Intentionally deleted)

8. Effective Term and Termination Rights. This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time by giving IPL at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period; (b) IPL may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with IPL's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or (d) IPL may terminate this Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.

9. Termination of Any Applicable Existing Agreement. From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between IPL and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

10. Force Majeure. For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

11. **Dispute Resolution.** In the event that Customer and IPL are unable to agree on matters relating to this Agreement, either Customer or IPL may submit a complaint to the Commission in accordance with the Commission's applicable rules.

12. **Commission Jurisdiction and IPL Rules.** Both IPL and IPL's obligations under this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and IPL's commitments hereunder are subject to such approval. Customer's use of the Generation Facilities is subject to the rules and regulations of IPL, including IPL's General Terms and Conditions for Electric Service, as contained in IPL's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission. Nothing in this Agreement shall constitute or be interpreted to constitute (a) any contravention of applicable Federal law nor (b) a waiver by Customer of its sovereign immunity.

IN WITNESS WHEREOF, the Parties, by their authorized representatives, have executed this Agreement effective as of the date first above written.

Indianapolis Power & Light Company

By: Michael L. Holtzclaw

Printed: Michael L. Holtzclaw

Title: Director, Power Delivery System Operations

Execution Date: 2-4-2011

"Customer"

U.S. General Services Administration

By: Shanta Maldonado

Printed: SHANTA MALDONADO

Title: CONTRACTING OFFICER, GSA/PBS

Execution Date: 2-15-2011

EXHIBIT A

Generation Facilities Description

The generation facility consists of a main array utilizing one of the highest efficiency panels available. The smaller test lab array components include medium efficiency panels, cylindrical shape panels, thin film panels and thin laminate strips.

The main array will have 5760 panels. The test lab arrays will have 20 medium efficiency panels, 16 cylindrical shape panels, 40 thin film panels and 20 thin film laminate strips. The smaller test lab arrays will be used to evaluate performance of different solar panel technologies in the mid-west area.

The power generated will be approximately 1800 kW from the main array and 12 kW from four arrays in the test lab for a total of 1812 kW. There will be four 3-phase 500 kW inverters rated 208 V, 60 Hz and four single-phase 3 kW inverters rated 208 V, 60 Hz for a total inverter generator capacity of 2012 kW.

Each 3-phase 500 kW inverter is connected to an existing 480 V bus by a 3-phase 500 kVA, 208 V delta/480 V delta isolation transformer. The four single-phase 3 kW inverters are connected line-to-line to a 3-phase, 4-wire inverter aggregation panel. The inverter aggregation panel is connected to an existing 480 V bus by a 3-phase 30 kVA, 208 V delta/480 V wye isolation transformer. Each 480 V bus is then connected to the main 13.2 kV bus by a 3-phase 2000 kVA, 480 V ground wye/13.2 kV delta interconnection transformer. The two main 13.2 kV buses consist of a double ended load center arrangement and are connected with the two IPL 13.2-kV feeds from the distribution system.

Points of Interconnection, Disconnect and Ownership

The points of interconnection, disconnect and ownership shall be the IPL 13.2 kV pad mounted switchgear #653 and 654 identified in Exhibit 1A and located on Post Road adjacent to the Customer's property.

Interconnection Facilities to be constructed by Customer including Revenue Metering Equipment

Relay Protection Scheme

A primary microprocessor relay protection scheme is required for Distributed Generation (DG) interconnections with the IPL system. The Customer shall install the relay protection at each IPL primary electric service voltage of 13.2 kV. This relay shall provide protection during abnormal IPL primary distribution system events, sequential event recording and other features. The DG at this location does not form an effectively grounded source with the IPL primary distribution system. Therefore, this relay must also include a ground detection scheme to avoid potentially damaging overvoltage conditions.

The Customer shall purchase, install, operate, monitor health, maintain and periodically test the DG Primary Relay Protection scheme and meet the following requirements.

1. The microprocessor relay shall be a Schweitzer Engineering Laboratories, SEL-751A with model number 751A01A1A0X71850000. The DC power supply range associated with this SEL model number is 110-250V dc for operation on the Customer's nominal 125 Vdc system.
2. The relay shall be connected to 3-single phase wye primary-wye secondary grounded potential and wye grounded current transformers at the IPL primary electric service voltage of 13.2 kV.
3. The relay shall be installed at the primary voltage of each IPL electric service point requesting DG interconnection.

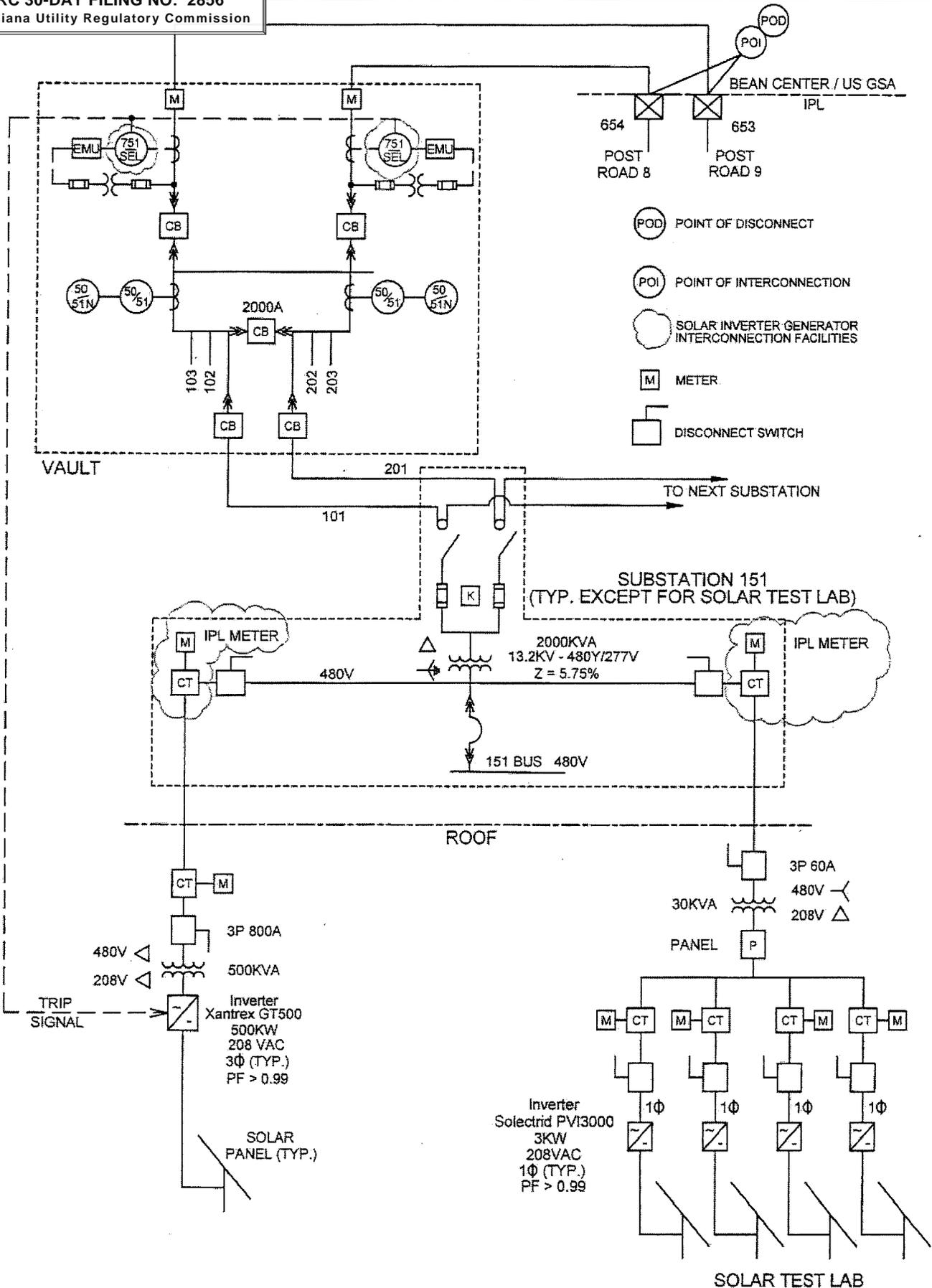


EXHIBIT 1A- MAJOR GENERAL EMMETT J. BEAN CENTER INTERCONNECTION FACILITIES ONE - LINE DIAGRAM

02-04-2011