



April 12, 2012

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 Melloh Enterprises, LLC and IPL dated March 23, 2012 (“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 (20 kW for solar) 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; (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; (3) a copy of the publisher’s affidavit; and (4) a copy of the Power Purchase Agreement. By copy of this letter, the Office of Utility Consumer Counselor is being provided with a copy of this 30-day filing.

Received On: April 4, 2012

IURC 30-DAY Filing No.: 2995

Indiana Utility Regulatory Commission

Indiana Utility Regulatory Commission

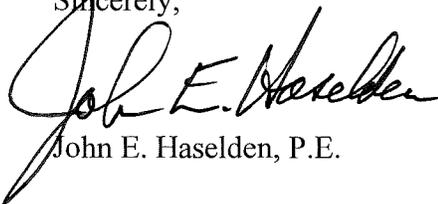
October 11, 2011

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 Melloh Enterprises, LLC and IPL

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

- beginning on April 4, 2012 and continuing through the filing date, the attached notice was posted in the Customer Service Office at 2102 N. Illinois Street
- beginning on April 4, 2012 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 April 4, 2012 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 Melloh Enterprises, LLC 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 11th day of April, 2012.


John E. Haselden, P.E.
Principal Engineer

83633-5934399

LEGAL NOTICE

Notice is hereby given that on or about April 19, 2012, Indianapolis Power & Light Company expects to submit a Power Purchase Agreement for Qualifying Renewable Energy Power Production between Melloh Enterprises, LLC and IPL dated March 23, 2012. The Commission approved IPL's Rate REP (Renewable Energy Production) in its Order dated February 10, 2010 in Cause No. 43623 (Phase 1), and approved further modifications to Rate REP in its Order dated March 7, 2012 in Cause 44018, which authorized the long-term contracting of Qualifying Renewable Energy Power Production for up to fifteen (15) years subject to Commission approval of each contract. IPL anticipates approval of the filing on or before May 23, 2012.

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 April 4, 2012.
(S - 4/4/12 - 5934399)

PUBLISHER'S AFFIDAVIT

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,

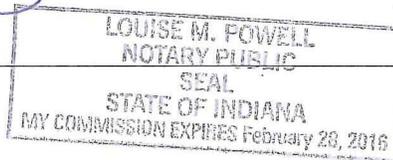
which was duly published in said paper for 1 time(s), between the dates of:

04/04/2012 and 04/04/2012

Kerry Dodson Clerk
Title

Subscribed and sworn to before me on 04/04/2012

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 23 day of March, 2012 ("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 Melloh Enterprises, LLC, an organization created in the state of Indiana with its principal residence/office located at 5925 Stockberger Place, Indianapolis, IN 46241 ("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 (the "Facility") used to interconnect and operate in parallel with Company's electric system, which Facility is more fully described in Exhibit 1, attached hereto and incorporated herein by this Agreement, and as follows:

Location: 6627 Mann Road, Indianapolis, IN 46221

Nameplate Capacity: 39.2 kW (AC)

Estimated Annual Production: 47,040 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 Facility 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 Facility 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 Customer 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 Customer 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; or
- (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 Facility, 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 Facility complies with Company approved settings.

4. Rates For Purchase. The rate the Company will pay the Customer for energy and capacity generated by the Facility shall be \$0.24 per kilowatt hour during the Term of this agreement. In consideration of the compensation, 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. Payment for purchased energy will be made as a credit on the monthly bill for retail electric service issued to the Customer by the Company. If the credit exceeds the monthly bill in any particular month the credit will roll forward to future monthly bills. Payment may be made by check to Customer if requested by Customer so long as the Customer's account is in good standing.

5. Release and Indemnification. Each Party (the "Indemnifying Party") shall release, indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 4, the Indemnifying Party shall defend any suit asserting a claim covered by this Section 4. If a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.

6. 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 15 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 Facility 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, statute or IURC order that renders costs of power purchased hereunder unrecoverable 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.

7. 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.

8. 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.

9. 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.

10. Disputes. In the event of a dispute between the Parties arising out of or relating to this Agreement, such dispute shall be submitted within twenty (20) days of written notice, to a management panel composed of representatives of the respective Parties for informal dispute resolution or settlement prior to the institution of any other dispute resolution process. Should the informal dispute resolution process described herein be unsuccessful, the Parties agree that no written or oral representations made during the course of the attempted dispute resolution shall constitute a Party admission or waiver and that

each Party may pursue any other legal or equitable remedy it may have available to it. The Parties agree that the existence of any dispute or the institution of any dispute resolution process (either formal or informal) shall not delay the performance of each Party's undisputed responsibilities under this Agreement.

11. 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:

Melloh Enterprises, LLC
5925 Starkberger Place
Indianapolis, IN 46241
Attention: Bob Melloh

With a copy to:

Attention: _____

12. IURC Jurisdiction. Company is subject to the jurisdiction of the IURC. The Company will seek approval of this Agreement 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.. This Agreement will be void if the IURC does not approve the recovery of costs imposed by the Agreement on Company through retail rates. Any such rates may be adjusted by the Company as circumstances warrant through the IURC's 30-day administrative filing process.

13. Wholesale Power Sales. Customer represents that it has the necessary authority to make wholesale sales of power to Company 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: 3/27/12

("Customer")

By: Robert F. Melloh
Printed: Robert F. Melloh
Title: MGR
Execution Date: 3-23-12

Received On: April 4, 2012
IURC 30-DAY Filing No.: 2995
Indiana Utility Regulatory Commission

Exhibit 1



**INTERCONNECTION AGREEMENT
FOR LEVEL 2 - 2MW OR LESS OR LEVEL 3 - ALL OTHER FACILITIES**

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this ^{6th} day of ~~February~~ 2012, by and between Indianapolis Power & Light Company ("IPL"), and Melloh Enterprises, LLC ("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: 6627 Mann Road

Generator Size and Type: 39.2kW Solar

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, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

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 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 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 shall procure and keep in force during all periods of parallel operation of the Generation Facilities with IPL's electric system, the following insurance to protect the interests of IPL under this Agreement, with insurance carriers acceptable to IPL, and in amounts not less than the following:

Coverage	Limits
Comprehensive General Liability	See exhibit 1e
Contractual Liability	See exhibit 1e
Bodily Injury	See exhibit 1e
Property Damage	See exhibit 1e

Customer shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage to:

Attention: Mr. Bruce Smith
Address One Monument Circle, Indianapolis IN, 46204

at least fifteen (15) days prior to any interconnection of the Generation Facilities with IPL's electric system, and thereafter as requested by IPL.

If Customer is sufficiently creditworthy, as determined by IPL, then, in lieu of obtaining all or part of the above-specified required insurance coverage from insurance carriers acceptable to IPL, Customer may self insure all or part of such required insurance coverage provided that Customer agrees to defend IPL and to provide on a self insurance basis insurance benefits to IPL, all to the same extent as would have been provided under this Agreement pursuant to the above insurance provisions of this Section 6. By utilizing self insurance to provide all or part of the above-specified required insurance, Customer shall be deemed to have agreed to the provisions of the previous sentence of this Section 6.

7. Indemnification. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 7, the Indemnifying Party shall defend any suit asserting a claim covered by this Section 7. If a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.

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.

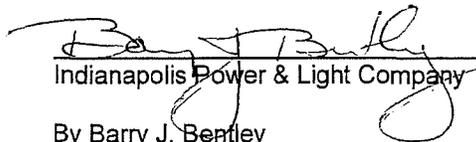
10. Force Majeure. For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; 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 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.

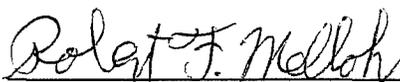
IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.



Indianapolis Power & Light Company

By Barry J. Bentley

Vice President Customer Operations



"Customer"
Melloh Enterprises LLC

By: Robert F. Melloh

Manager

Exhibit 2

EXHIBIT A

Generation Facilities Description

The generation facility at 6627 Mann Road consists of a main 36.395kW array of 8 Onyx 245B solar panels per string with between 6 to 4 strings per inverter depending on output.

There will be two Fronius model number IG Plus 10.0-1UNI 1-phase 10.0 kW inverters rated 120/240 V, 60 Hz and, one Fronius model number IG Plus 7.5.0-1UNI 1-phase 7.5 kW inverter rated 120/240 V, 60 Hz and one Fronius model number 11.4-1UNI inverter rated 120/240 V, 60 Hz for a total inverter generator capacity of 38.8kW and a value of 39.2kW generation capacity as listed on the January 18, 2012 application.

Each single phase Inverter is connected to panel "SP" shown on drawing E2. The panel board will be connected to new IPL transformer on existing pole number 63 map section 746-- through a revenue grade IPL supplied meter attached to customer supplied disconnects on each side of the meter operated by IPL and maintained by the customer. The meter disconnect as shown in drawing E2 rev1 shall be supplied and maintained by the customer and operated by IPL meter personnel solely as a safety measure for IPL meter field personnel.

Points of Interconnection, Disconnect and Ownership

The points of interconnection, disconnect and ownership shall be the first disconnect switch in the circuit going in the direction to the customer from IPL 13.2 kV pole mounted transformer on pole 63 map section 746--, identified in Exhibit 1A rev 1 drawing E1 and Exhibit 1B rev 1 drawing E2 and located on the Customer's property.

Interconnection Facilities shall be constructed by Customer including Revenue Metering Equipment

Revenue Metering - The Customer shall reimburse IPL for the cost of the following equipment and install the equipment in accordance with IPL specifications.

Meter base and disconnect on each side of the meter.

Meter Cabinets - 1 Cabinets for mounting revenue meters

Cable - Secondary cable/service cable from the overhead transformer to meter locations for one solar service as detailed on the attached Invoice Exhibit 1C rev 1 and shown on the electrical one line Exhibit 1B. The customer shall reimburse IPL for the cost of cable as detailed in exhibit 1C page 1.

IPL shall provide and install the following revenue meters at IPL expense.

One revenue meters to monitor the inverters.

Network Upgrades – The customer has requested a larger transformer as detailed in exhibit 1C required for the interconnection. The customer shall reimburse IPL for the cost of the transformer as detailed in exhibit 1C page 2 and as detailed in exhibit 1D.

Operating Conditions - The installation shall operate in the automatic mode as governed by the IEEE 1547 standard.

Attachments

Exhibit 1A Drawing E1 rev 1 Electrical Site Plan

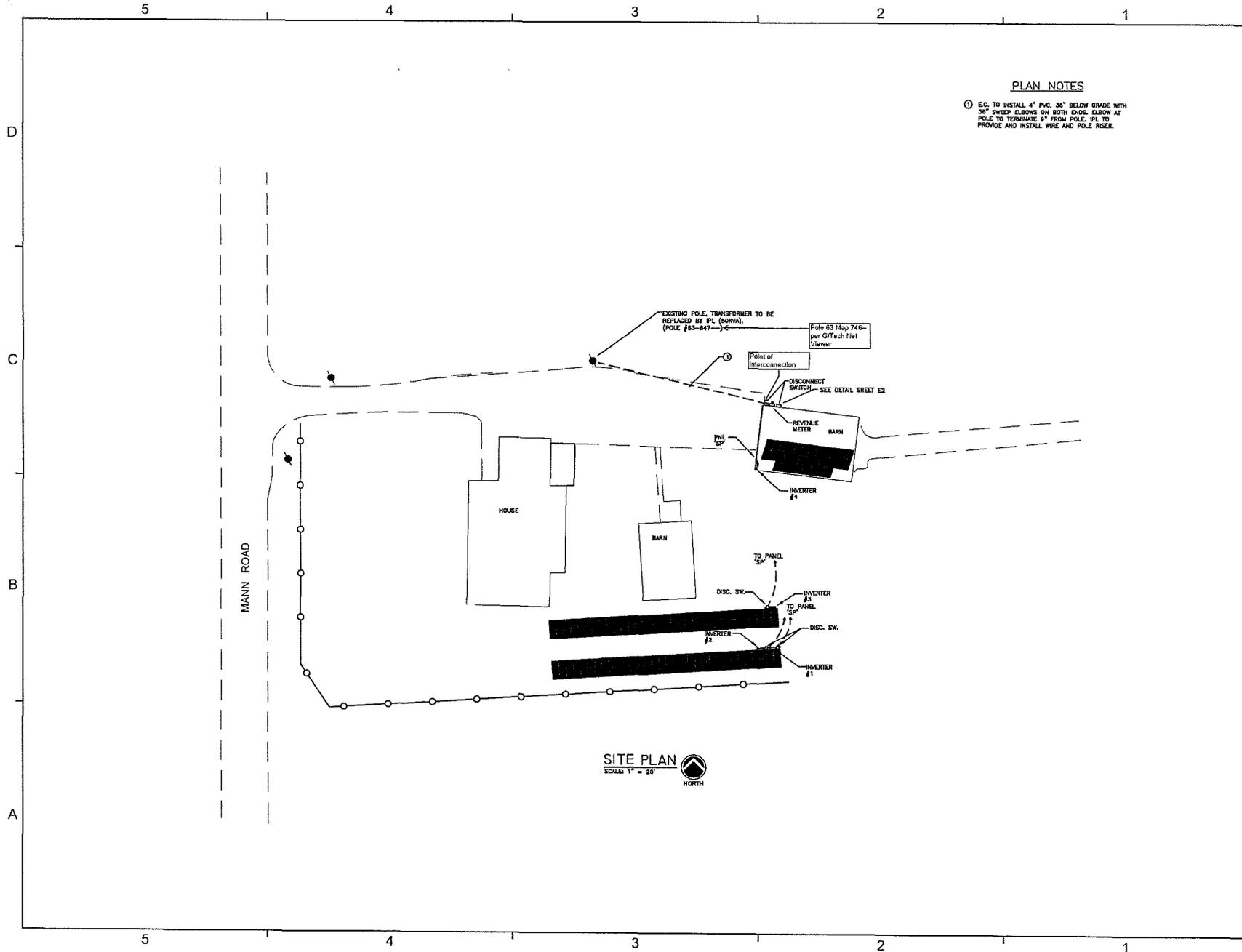
Exhibit 1B Drawing E2 rev 1 One Single Line Diagram

Exhibit 1C Customer Billing Material & Labor Detail

Exhibit 1D Field Quotation for transformer replacement solar panel service

Exhibit 1E Insurance Certificate

Customer Interconnection Application dated January 18, 2012

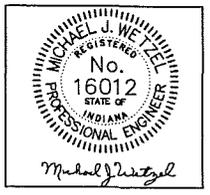


JOHNSON MELLOH SOLUTIONS

5925 Stockberger Place
 Indianapolis, IN 46241
 317-244-5993

Project No. _____
 Project Date 11-30-11
 Produced trk
 Revision Date _____

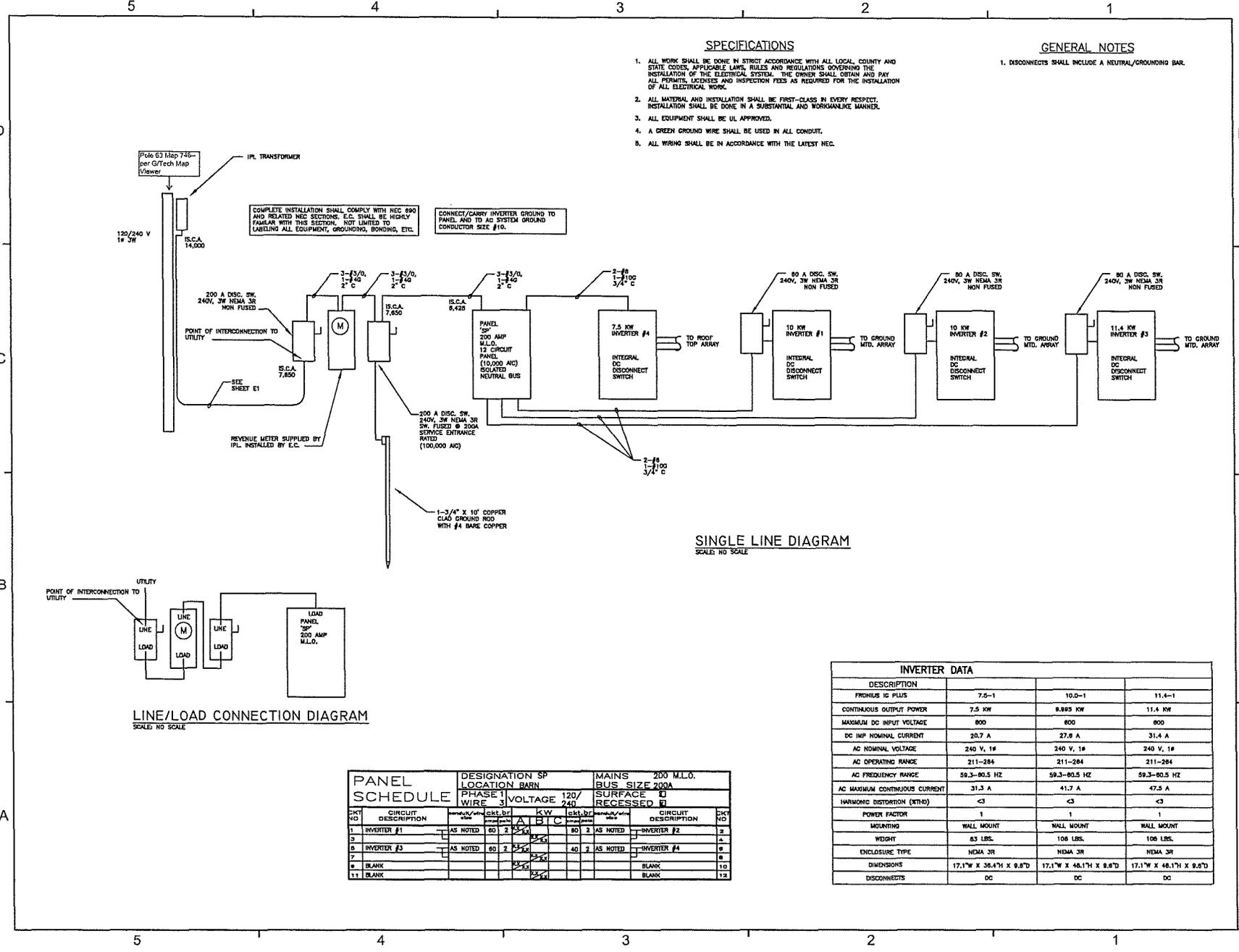
These Drawings and Specifications, and all copies thereof are and shall remain the property of Johnson Melloh Solutions. They shall not be used or reproduced in any form without the prior written consent of Johnson Melloh Solutions.



Solar Array for
Melloh Enterprises
 6627 Mann Road
 Indianapolis, Indiana 46221

**ELECTRICAL
 SITE PLAN**

E1



SPECIFICATIONS

1. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH ALL LOCAL, COUNTY AND STATE CODES, APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING THE INSTALLATION OF THE ELECTRICAL SYSTEM. THE OWNER SHALL OBTAIN AND PAY ALL PERMITS, LICENSES AND INSPECTION FEES AS REQUIRED FOR THE INSTALLATION OF ALL ELECTRICAL WORK.
2. ALL MATERIAL AND INSTALLATION SHALL BE FIRST-CLASS IN EVERY RESPECT. INSTALLATION SHALL BE DONE IN A SUBSTANTIAL AND WORKMANLIKE MANNER.
3. ALL EQUIPMENT SHALL BE UL APPROVED.
4. A GREEN GROUND WIRE SHALL BE USED IN ALL CONDUIT.
5. ALL WIRING SHALL BE IN ACCORDANCE WITH THE LATEST NEC.

GENERAL NOTES

1. DISCONNECTS SHALL INCLUDE A NEUTRAL/GROUNDING BAR.

SINGLE LINE DIAGRAM
 SCALE: NO SCALE

LINE/LOAD CONNECTION DIAGRAM
 SCALE: NO SCALE

Ckt No	CIRCUIT DESCRIPTION	Wires	Size	Type	Notes	DESIGNATION SP		MAINS		CIRCUIT DESCRIPTION	Ckt No
						Location	SP	Bus Size	Surface		
1	INVERTER #1	AS NOTED	80	2	AS NOTED	120/	240	200	RECESSED	INVERTER #1	1
2	INVERTER #2	AS NOTED	80	2	AS NOTED	120/	240	200	RECESSED	INVERTER #2	2
3	INVERTER #3	AS NOTED	80	2	AS NOTED	120/	240	200	RECESSED	INVERTER #3	3
4	INVERTER #4	AS NOTED	80	2	AS NOTED	120/	240	200	RECESSED	INVERTER #4	4
5	BLANK									BLANK	5
6	BLANK									BLANK	6

INVERTER DATA			
DESCRIPTION	7.5-1	10.0-1	11.4-1
PROMBUS ICI PLUS	7.5-1	10.0-1	11.4-1
CONTINUOUS OUTPUT POWER	7.5 KW	9.899 KW	11.4 KW
MAXIMUM DC INPUT VOLTAGE	800	800	800
DC IMP NOMINAL CURRENT	20.7 A	27.8 A	31.4 A
AC NOMINAL VOLTAGE	240 V, 1φ	240 V, 1φ	240 V, 1φ
AC OPERATING RANGE	211-284	211-284	211-284
AC FREQUENCY RANGE	59.3-60.5 HZ	59.3-60.5 HZ	59.3-60.5 HZ
AC MAXIMUM CONTINUOUS CURRENT	31.3 A	41.7 A	47.3 A
HARMONIC DISTORTION (THD)	<3	<3	<3
POWER FACTOR	1	1	1
MOUNTING	WALL MOUNT	WALL MOUNT	WALL MOUNT
WEIGHT	83 LBS.	108 LBS.	108 LBS.
ENCLOSURE TYPE	NEMA 3R	NEMA 3R	NEMA 3R
DIMENSIONS	17.1" W X 36.4" H X 9.8" D	17.1" W X 48.1" H X 9.8" D	17.1" W X 48.1" H X 9.8" D
DISCONNECTS	DC	DC	DC

JOHNSON MELLOR SOLUTIONS
 5925 Stockberger Place
 Indianapolis, IN 46241
 317-244-5993

Project No. _____
 Project Date 11-30-11
 Produced lmk
 Revision Date _____

REGISTERED PROFESSIONAL ENGINEER
 No. 16012
 STATE OF INDIANA
 Michael J. Wietzel

Solar Array for
Melloh Enterprises
 6627 Mann Road
 Indianapolis, Indiana 46221

SINGLE LINE DIAGRAM

E2



CUSTOMER BILLING MATERIAL & LABOR DETAIL

Type of Billing Project: Full Cost

Project Name: **MELLOH ENTERPRISES**

Date: 01/16/2012

Billing Address: **WETZEL ENGINEERING**
7880 SHELBYVILLE RD
 City: **INDPLS** State: **IN** Zip: **46259**

W.R. Number:
 P.A. Number:
 Invoice Number:
 Cost Center: **128**
 Engineering Rep: **KIESEL**
 Marketing Rep.: **KOERS**

Attention of: **MIKE WETZEL**

Work Required: **INSTALL SERVICE RISER AND 500MCM SERVICE CABLE TO 400A, 1 PH COMM SERVICE**

Cost Breakdown:

Install M.H.: 12 Removal M.H.: 0

Construction Labor	\$667.98		
Engineering Labor	\$0.00		
		Total Labor	\$667.98
Material	\$550.20		
		Total Material	\$550.20
Burdens	\$1,041.18		
Corporate A & G	\$519.65		
Mark-Up	\$0.00		
Gross Receipts Tax	\$44.46		
		Other	\$1,605.29
		Total Cost	\$2,823.47

Approvals: Prepared By	<i>Cindy Kiesel</i>	Date	<i>1-16-12</i>
Approved By	<i>Ed Walker</i>	Date	<i>1-16-12</i>



CUSTOMER BILLING MATERIAL & LABOR DETAIL

Type of Billing Project: **Full Cost**

Project Name: **MELLOH ENTERPRISES, 6627 MANN ROAD**

Date: **12/27/2011**

W.R. Number: **353156**

P.A. Number: **353156**

Invoice Number:

Cost Center: **128**

Engineering Rep: **KIESEL**

Marketing Rep.: **KOERS**

Billing Address: **WETZEL ELECTRICAL ENGINEERING
 7880 SHELBYVILLE RD**

City: **INDIANAPOLIS** State: **IN** Zip: **46259**

Attention of: **MIKE WETZEL**

Work Required: **REPLACE OVERHEAD TRANSFORMER**

Cost Breakdown:

Install M.H.: 1.5 Removal M.H.: 0.45

Construction Labor	\$138.35		
Engineering Labor	\$235.32		
		Total Labor	\$373.67
Material	\$1,234.42		
		Total Material	\$1,234.42
Burdens	\$919.66		
Corporate A & G	\$581.38		
Mark-Up	\$0.00		
Gross Receipts Tax	\$49.75		
		Other	\$1,550.79
		Total Cost	\$3,158.88

Approvals:			
Prepared By	<i>Cindy Kiesel</i>	Date	<i>12/27/11</i>
Approved By	<i>R Walker</i>	Date	<i>12/27/11</i>



Quote Number QUO 00194

FIELD QUOTATION

TO WETZEL ENGINEERING
7880 SHELBYVILLE RD
INDIANAPOLIS, IN 46259

Date 12/27/11

Amount \$ 3,158.⁸⁸

Project Address 6627 MANN RD
IPL Engineer C. KIESEL

Phone# 317-261-5108

Return Top Copy of Invoice With Payment • Write Invoice Number on Your Check • Thank You for Your Payment

Quote Number QUO 00194

Work to be done REPLACE OH TRANSFORMER

Amount \$ 3158.⁸⁸

Project Address 6627 MANN RD, INDIANAPOLIS

IPL Engineer C KIESEL Phone # _____

**COST ESTIMATE VALID FOR 90 DAYS -- COST SUBJECT TO CHANGE AFTER THAT TIME
WORK WILL NOT BEGIN UNTIL PAYMENT HAS BEEN RECEIVED**

PAYMENT SHOULD BE MAILED TO:

INDIANAPOLIS POWER & LIGHT COMPANY
POWER DELIVERY--LINES WEST, ATTN. C KIESEL
1230 W. Morris Street
Indianapolis, IN 46221

INDIANAPOLIS POWER & LIGHT COMPANY
POWER DELIVERY--LINES EAST
3600 N. Arlington Ave.
Indianapolis, IN 46218

For payments received in the field, complete the following:

Received from _____ a check for the amount of \$ _____

dated _____.

Received by INDIANAPOLIS POWER & LIGHT COMPANY _____.

WHITE - Customer Copy

YELLOW - Power Delivery -- Lines West Billing
Power Delivery -- Lines East Billing



RENEWAL

Forming a part of

Policy Number: FM 4836349	
Coverage Is Provided In INDIANA INSURANCE COMPANY	
Named Insured: MELLOH ENTERPRISES, LLC	Agent: MCGOWAN INSURANCE GROUP INC
	Agent Code: 0003110 Agent Phone: (317)-464-5000

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 1,000,000	
Damage To Premises Rented To You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person
Personal and Advertising Injury Limit	\$ 1,000,000	Any One Person or Organization
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000	
Chemical Drift Liability Aggregate Limit (Coverage M)	\$ 25,000	
Damage To Property Of Others (Additional Coverage 2.)	\$ 500	Each Occurrence Limit

DESCRIPTION OF PREMISES:

"Insured Location" No.	Bldg. No.	Location Number of Acres, Township, Nearest Town, Road, Section or Civil District
001		6627 MANN RD 25 ACRES IN SEC 1 TWP 14N RGE 2E MARION INDIANAPOLIS IN 46221-

CLASSIFICATION INFORMATION

State	Code	Classification Description Exposure
IN		
	LOCATION 001	
	01518	TYPE I FARM - OWNER OPERATED - NOT MORE THAN 160 ACRES
		25

Audit Period:	Total Advance Premium	INCLUDED
---------------	-----------------------	----------

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
22-90	- 0204 EXCLUSION - SILICA

22-19 (01/01)

AGENT COPY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (continued)

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
CG0001	- 0798 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0057	- 0999 AMENDMENT OF INSURING AGREEMENT-KNOWN INJURY/DAMAGE
FL0116	- 0994 EXCLUSION-MIGRANT & SEASONAL AGRICULTURAL WORKERS PROT
FL0411	- 0198 BASIC FARM PREMISES LIABILITY
FL0450	- 0690 ADDITIONAL INSURED-FARM LIABILITY
FL1035	- 0604 FUNGI OR BACTERIA EXCLUSION - LIABILITY
IL0017	- 1198 COMMON POLICY CONDITIONS
CG2144	- 0798 LIMITATION OF COVERAGE TO DESIGNATED PREMISES/PROJECT

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Date Issued: 11/14/2011



Application For Interconnection
Level 2** - 2MW or Less

Application Date: 1/11/2012

Applicant Information (Please use the tab key between fields.)

Customer (Applicant) Name: Melloh Enterprises, LLC
Applicant Address: 5925 Stockberger Place
City/State/Zip Code: Indianapolis, IN 46241
Contact Person: Bob Melloh
Email Address: bmelloh@johnsonmelloh.com Phone: 317-695-6348

Generation Site Information

Service (Site) Address: 6627 Mann Road
City/State/Zip Code: Indianapolis, IN 46221
Phone Number: 317-796-1824 Lat/Long: 39° 40' N 86° 14' W
Map-Pole Number: 63-647 Meter No: 0789014 (Existing meter, new meter to be installed for FIT)

Developer Information

Project Developer Name: Johnson Melloh Solutinos Email Address: bfitus@johnsonmelloh.com
Project Developer Address: 5925 Stockberger Place Phone: 317-244-5993

Please provide names and contact information for other Contractor and Engineering firms involved in the design and installation of the general facilities:

Wetzel Electrical Engineering, Mike Wetzel 317-797-2965, mjwetzel@comcast.net

Interconnection Information

Total Generating Capacity Output of Customer Facility (AC Power and Voltage): 39.2kW at 240V

Type of Generator: Inverter-Based Synchronous Induction

Power Source: Solar Wind Diesel-fueled Reciprocating Engine
 Gas-Fueled Reciprocating Engine Gas Turbine Microturbine
 Other (Specify)

Is the Equipment "Certified" * as defined by 170 Indiana Administrative Code ("IAC") 4-4.3-5

Yes No

Indicate all possible operating modes for this generator facility:

Emergency / Standby – Operated when Indianapolis Power & Light Company service is not available. Paralleling is for short durations.

* Certified as defined in 170 IAC 4-4.3-5

** Level 2 as defined in 170 IAC 4-4.3-4(a)



Application For Interconnection Level 2**- 2MW or Less

- Peak Shaving – Operated during peak demand periods. Paralleling is for extended times.
- Base Load Power – Operated continuously at a predetermined output. Paralleling is continuous.
- Cogeneration – Operated primarily to produce thermal energy. Paralleling is extended or continuous.
- Renewable non-dispatched – Operated in response to an available renewable resource such as solar or wind. Paralleling is for extended times.
- Other – Describe: [REDACTED]

Indicate the intended use of power generated from the proposed facility, subject to all applicable regulatory approvals.

- Sale of power to IPL by Rate CGS.
- Sale of power to IPL by Rate REP.
- Net Metering
- Internal Usage only
- Demand Response Resource
- Other - Explain [REDACTED]

Level of Interconnection Review Requested:

- Level 2** for nameplate rating 2MW or less

For this application to be considered complete, adequate documentation and information must be submitted that will allow Indianapolis Power & Light Company ("IPL") to determine the impact of the generation facilities on IPL's electric system and to confirm compliance by Customer with the provisions of 170 IAC 4-4.3 and IPL's requirements. Typically this should include the following for Level 2 applications:

1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with IPL's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, and current transformers.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.

* Certified as defined in 170 IAC 4-4.3-5

** Level 2 as defined in 170 IAC 4-4.3-4(a)



Application For Interconnection Level 2**- 2MW or Less

6. For Certified* equipment, documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.
7. A description of how the generator system will be operated including all modes of operation.
8. For inverters, the manufacturer name, model number, and AC power rating, Operating manual or link to manufacture's web site containing such manual.
9. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X''d).
10. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

This application is subject to further consideration and study by IPL and the possible need for additional documentation and information from Customer.

Fees

Level 2 Initial Review \$50 plus, \$1/kW of nameplate capacity.
Additional Review¹ Non-binding, good faith cost estimate provided to customer.

¹ Additional Review may be elected by the customer for the case where the facility failed to meet one or more of the applicable requirements and the Initial Review indicated that additional review may enable the Company to approve the application with minor modifications. The applicant cost to conduct the Additional Review is in addition to the initial Review Fee. Actual costs will be billed or credited to the applicant following completion of the Additional review and minor modifications.

Insurance Requirements

The Applicant shall provide evidence of homeowners, commercial or other insurance that provides coverage in the amount of at least \$2 million for Comprehensive General Liability and Contractual Liability.

Evidence of Insurance coverage provided with Application

Reference Documents

170 IAC Customer generator interconnection standards are located at the following web site. <http://www.in.gov/legislative/iac/T01700/A00040.PDF?>

Submittal of Fees, Application and Documentation

Fees - Payment for the Initial Review shall be sent to IPL Distributed Generation Interconnections, Attn: Sonya Kunkel, 1230 W Morris St., Indianapolis, IN 46221. Please make checks payable to Indianapolis Power & Light Co. and include the customer's name and address on the check.

Application and Documentation - Please send the application and all documentation electronically to ipl.interconnection@aes.com using the standard e-mail formatting. All paper copies of documentation should be scanned electronically prior to submittal to IPL.

* Certified as defined in 170 IAC 4-4.3-5

** Level 2 as defined in 170 IAC 4-4.3-4(a)

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-16

Original No. 124

ISSUED PURSUANT TO

4 3 6 2 3

RATE REP
RENEWABLE ENERGY PRODUCTION

Date FEB 11 2010
Indiana Utility Regulatory Commission

AVAILABILITY:

Available to any Customer of Indianapolis Power & Light Company (the "Company") that operates within the Company's service territory a Qualifying Renewable Energy Power Production Facility subject to the Company's rules and regulations and, any terms, conditions and restrictions imposed by any valid and applicable law or regulation. This tariff is submitted pursuant to the requirements of the Commission's regulations and shall cease to be effective if such regulations are set aside, withdrawn or for any reason cease to be applicable to the Company. An Existing Qualifying Renewable Energy Power Production Facility is eligible to the benefits of this Rate REP except as otherwise expressly forbidden by law.

DEFINITIONS:

- (a) Qualifying Renewable Energy Power Production Facility (the "Facility") means an arrangement of equipment for the production of electricity with capacity no less than 50 kW (20 kW for solar) and no greater than 10 MW. The Facility shall be located at one site and is not the aggregation of more than one site each less than 50 kW (20 kW for solar) and which produces electric power through the use of 100% renewable resources or fuel. Such resources or fuels include:
- a. Solar photovoltaic cells and panels
 - b. Wind
 - c. Dedicated crops grown for energy production
 - d. Organic waste biomass
 - e. Biomass will be consistent with the State's definition in IC 8-1-8.8-10.
- (b) Purchase means the purchase of electric energy or capacity or both from the Facility by the Company and is also inclusive of all environmental attributes.
- (c) Sale means the sale of electric energy or capacity or both by the Facility to the Company and is also inclusive of all environmental attributes.
- (d) Environmental Attributes means Renewable Energy Credits ("REC"), carbon credits, greenhouse gas offsets or any other environmental credit, commodity or classification that may be associated with the production of renewable energy from the Facility.
- (e) Interconnection Costs means the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Facility, to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection Costs do not include any costs included in the calculation of Avoided Costs.
- (f) System Emergency means a condition on the Company's system which is liable to result in imminent significant disruption of service to Customers or in substantial deviation from normal service standards or which is imminently liable to endanger life or property.
- (g) Commission means the Indiana Utility Regulatory Commission.
- (h) FERC means Federal Energy Regulatory Commission.
- (i) Peak Period means the time between 6 a.m. and 10 p.m. (April through September) or between 7 a.m. and 11 p.m. (October through March) on all days except Saturdays and Sundays, which daily time period will be subject to change from time to time at the Company's option. This change would occur after no less than ten (10) days notice has been given to all Customers who would be affected, and to the Commission.
- (j) Off Peak Period means the time not included in the Peak Period.

EFFECTIVE

MAR 3 11 2010

INDIANA UTILITY
REGULATORY COMMISSION

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-16

Original No. 124.1

EFFECTIVE

ISSUED PURSUANT TO

RATE REP (Continued)

MAR 3 11 2011

4 3 6 2 3

PURCHASE AND SALE:

INDIANA UTILITY
 REGULATORY COMMISSION

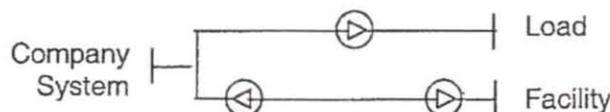
Date FEB 10 2010
 Indiana Utility Regulatory Commission

Purchases and sales shall also be subject to the following general terms and conditions:

- a. The Company shall not be obligated to purchase or sell at a time of System Emergency.
- b. The Customer shall sell the total production of the Facility to the Company.
- c. The Customer shall receive service for their load at the appropriate retail rate from the Company. The applicable rate is not impacted by the Customer's participation in Rate REP.
- d. The Company may limit total participation under this Rate REP to 1% of the Company's retail electric kWh sales from the prior calendar year.

INTERCONNECTION CONDITIONS AND COSTS:

- (a) The Company, subject to prior compliance by the Facility with all applicable Federal and State laws and regulations, shall make parallel interconnection with the Facility in such a way as to accomplish purchases and sales as described in Sections (b) through (f).
- (b) The Facility shall comply with the National Electrical Safety Code, as supplemented, the applicable requirements of 170 IAC 4-4.3, and the Company's rules and regulations for electric service.
- (c) Interconnection Costs from the Facility to the Company's distribution or transmission system, including those costs of (d) and (e) below, shall be borne by the Facility. There shall be no obligation on the Company to finance such interconnection.
- (d) 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.
- (e) 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 Commission.
- (f) To properly record numbers of kilowatthours 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:



Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-16

Original No. 124.2
 ISSUED PURSUANT TO

43623

RATE REP (Continued)

Date FEB 10 2010
 Indiana Utility Regulatory Commission

- (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 Customer.

RATE REP PURCHASE RATES:

The rate the Company will pay each Customer for energy and capacity purchased from their Facility will be established in advance by written contract with the Company as filed and approved by the Commission and will be based on the RATE REP PURCHASE RATES. The RATE REP PURCHASE RATES may be adjusted by the Company as circumstances warrant through the IURC's 30-day administrative filing process. Unless otherwise agreed, the RATE REP PURCHASE RATES 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

EFFECTIVE

MAR 30 2010

INDIANA UTILITY
 REGULATORY COMMISSION

The Company and the Customer may negotiate terms and a rate for energy or capacity which differs from the filed rates by the Company. The length of any contract shall not exceed ten (10) years. The Company and the Customer may agree to increase or decrease the rate in recognition of the following factors:

- (1) The extent to which scheduled outages of the Facility can be usefully coordinated with scheduled outages of the Company's generation facilities;
- (2) The relationship of the availability of energy from the Facility to the ability of the Company to avoid costs, particularly as is evidenced by the Company's ability to dispatch the Facility;
- (3) The usefulness of the Facility during System Emergencies, including the ability of the Facility to separate its load from its generation;
- (4) The impact of tax credits, grants and other financial incentives that when combined with the rate would produce excessive profits for the Facility.
- (5) Rates and adjustments prescribed in the contract shall remain in effect notwithstanding changes made to the RATE REP PURCHASE RATES from time to time.

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-16

Original No. 124.3

RATE REP (Continued)

RATES FOR SALE BY COMPANY:

Back-up Power shall be provided under Standard Contract Rider No. 10. Maintenance Power shall be provided under Standard Contract Rider No. 11. Supplementary Power shall be provided under Standard Contract Rider No. 12. A Customer may not simultaneously qualify for Rate REP, Rate CGS Cogeneration and Small Power Production, Standard Contract Rider No. 9, Net Metering, and Standard Contract Rider No. 8 for off-peak service.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	see Page 150
No. 10	see Page 162
No. 11	see Page 163
No. 12	see Page 164

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ISSUED PURSUANT TO

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Date FEB 10 2010
Indiana Utility Regulatory Commission