



June 17, 2013

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 identical amendments dated June 4, 2013 to three Power Purchase Agreements for Qualifying Renewable Energy Power Production Facilities between Sunrise Energy Ventures d/b/a Indy Solar I, LLC, Indy Solar II, LLC, Indy Solar III, LLC and IPL dated January 31, 2013 (“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.” The Commission approved the original Power Purchase Agreements on March 21, 2013.

In support of this 30-day filing IPL is submitting herewith (1) 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; (2) a copy of the publisher’s affidavit; and (3) a copy of the amendments to the Power Purchase Agreements. By copy of this letter, the Office of Utility Consumer Counselor is being provided with a copy of this 30-day filing.

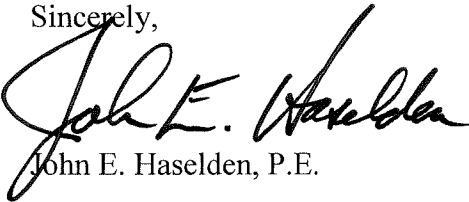
Secretary of the Commission
Indiana Utility Regulatory Commission
June 17, 2013
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Received On: June 17, 2013
IURC 30-DAY Filing No.: 3175
Indiana Utility Regulatory Commission

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)

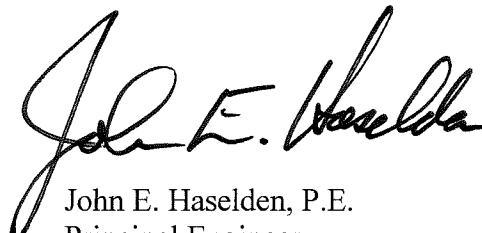
Concerning Amendments to Power Purchase Agreements for Qualifying Renewable Energy Power Production between Sunrise Energy Ventures for their three projects d/b/a Indy Solar I, LLC, Indy Solar II, LLC, Indy Solar III, LLC and IPL

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

- beginning on June 11, 2013 and continuing through the filing date, the attached notice was posted in the Customer Service Office at 2102 N. Illinois Street
- beginning on June 11, 2013 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 June 8, 2013 as evidenced by the attached Publishers Affidavit; and
- beginning on the filing date, a copy of the Amendments to the Power Purchase Agreements for Qualifying Renewable Energy Power Production between Sunrise Energy Ventures for their three projects d/b/a Indy Solar I, LLC, Indy Solar II, LLC, Indy Solar III, LLC and IPL, the 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 17th day of June, 2013



John E. Haselden, P.E.
Principal Engineer

83633-6073755

LEGAL NOTICE

Notice is hereby given that on or about June 17, 2013, Indianapolis Power & Light Company expects to submit amendments to three Power Purchase Agreements for Qualifying Renewable Energy Power Production between IPL and Indy Solar I, LLC, Indy Solar II, LLC and Indy Solar III, LLC, all dated January 31, 2013. The amendments will have no impact on the customers.
The Commission approved the original Power Purchase Agreements on March 21, 2013.
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@iurc.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) 232-5823
Email: uccinfo@oucc.in.gov
Dated June 11, 2013.
(S - 6/8/13 - 6073755)

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: **06/08/2013 and 06/08/2013**

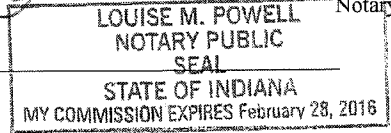
Kerry Dodson

Clerk
Title

Subscribed and sworn to before me on **06/08/2013**

Louise M. Powell

Notary Public



My commission expires: _____

AMENDMENT NO. 1 TO POWER PURCHASE AGREEMENT

This Amendment No. 1 to the Power Purchase Agreement (hereinafter “Amendment No. 1”) among Indianapolis Power & Light Company (“Buyer”) and Indy Solar I, LLC (“Seller” and collectively the “Parties”) is made as of this fourth day of June, 2013.

RECITALS

WHEREAS, Buyer and Seller entered into a Power Purchase Agreement for Qualifying Renewable Energy Power Production Facilities on January 31, 2013 (the “PPA”), which PPA describes the terms of the sales of renewable electric power inclusive of all rights to its attendant Environmental Attributes from the Facility (as defined in the PPA) to Buyer’s electrical system; and

WHEREAS, Buyer and Seller desire to amend the PPA as specified in this Amendment No. 1.

NOW, THEREFORE, in consideration of mutual promises made herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Section 10.4 (c) shall be revised to read as follows:

(c) Buyer’s Remedies. If a Seller Default described in Section 10.4(a) has occurred and is continuing, in addition to all rights and remedies expressly provided herein, and subject to Section 10.9, Buyer may terminate the Agreement; provided that no such termination or exercise of remedies may occur unless and until written notice of Seller Default has been delivered by Buyer to each Financing Party, and such Seller Default has not been cured within thirty (30) days of delivery of such notice or a Financing Party has failed to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed. Upon a Seller default, the Seller shall pay to the Buyer as liquidated damages the net present value (calculated using a discount rate of seven percent) of the difference, if positive, between (i) the amount that Buyer pays to a third party if it chooses to secure a replacement power purchase agreement for renewable energy using Commercially Reasonable Efforts for the energy that would have been delivered by Seller hereunder during the remainder of the Term absent termination of this Agreement and based on Buyer’s calculation of the amount of energy using commercially reasonable projections, and (ii) the amount that Buyer would have been required to pay to Seller pursuant to this Agreement for such energy provided that in the event Buyer is unable to purchase replacement electric energy that includes Environmental Attributes, then the net amount described in clause (i) shall also include the then-current amount of the Environmental Attributes (on a per MWh basis) for each MWh of such energy that Buyer was unable to purchase. Such damages constitute liquidated damages, and not penalties, in lieu of Buyer’s actual damages resulting from the early termination

of the Agreement. Seller further acknowledges that Buyer's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Seller's rights and obligations under the Agreement, the specified damages constitutes fair and reasonable damages to be borne by Seller in lieu of Buyer's actual damages.

2. Section 10.5(b) shall be revised to read as follows:

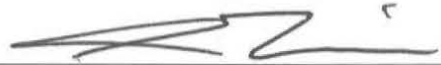
(b) Seller's Remedies. If a Buyer Default described in Section 10.5(a) has occurred and is continuing, and subject to Section 10.9, Seller may terminate the Agreement and upon such termination, Seller shall be entitled to receive from Buyer the net present value (calculated using a discount rate of seven percent) of the difference, if positive, between: (i) the rate for purchase in Section 7.1 multiplied by the amount of energy that would have been delivered by Seller hereunder during the remainder of the Term absent termination of this Agreement and based on Buyer's calculation of the amount of energy using commercially reasonable projections, less (ii) the net amount, if any, payable to Seller by a third party pursuant to any replacement power purchase agreement that Seller using Commercially Reasonable Efforts enters into for the sale of the energy and less (iii) the net salvage value of any portion of the Facility that Seller transfers or reasonably could transfer if Seller cannot sell its energy to a third party and (iv) if Seller does not enter into a replacement power purchase agreement for the sale of energy from the Facility, less the net present value (calculated using a discount rate of seven percent) of avoided operation and maintenance expenses, agreed to be \$0.01 per kWh, multiplied by the amount of energy that would have been delivered by Seller hereunder during the remainder of the Term absent termination of this Agreement and based on Buyer's calculation of the amount of energy using commercially reasonable projections. Such damages constitute liquidated damages, and not penalties, in lieu of Seller's actual damages resulting from the early termination of the Agreement. Buyer further acknowledges that Seller's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Buyer's rights and obligations under the Agreement, the specified damages constitutes fair and reasonable damages to be borne by Buyer in lieu of Seller's actual damages.

3. In all other respects, the PPA remains unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed as of the day and year first above written.



Indianapolis Power & Light Company
By: William H. Henley
Vice President Corporate Affairs



Indy Solar I, LLC
By: Dean Leischow
Managing Director

AMENDMENT NO. 1 TO POWER PURCHASE AGREEMENT

This Amendment No. 1 to the Power Purchase Agreement (hereinafter “Amendment No. 1”) among Indianapolis Power & Light Company (“Buyer”) and Indy Solar II, LLC (“Seller” and collectively the “Parties”) is made as of this fourth day of June, 2013.

RECITALS

WHEREAS, Buyer and Seller entered into a Power Purchase Agreement for Qualifying Renewable Energy Power Production Facilities on January 31, 2013 (the “PPA”), which PPA describes the terms of the sales of renewable electric power inclusive of all rights to its attendant Environmental Attributes from the Facility (as defined in the PPA) to Buyer’s electrical system; and

WHEREAS, Buyer and Seller desire to amend the PPA as specified in this Amendment No. 1.

NOW, THEREFORE, in consideration of mutual promises made herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

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(c) Buyer’s Remedies. If a Seller Default described in Section 10.4(a) has occurred and is continuing, in addition to all rights and remedies expressly provided herein, and subject to Section 10.9, Buyer may terminate the Agreement; provided that no such termination or exercise of remedies may occur unless and until written notice of Seller Default has been delivered by Buyer to each Financing Party, and such Seller Default has not been cured within thirty (30) days of delivery of such notice or a Financing Party has failed to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed. Upon a Seller default, the Seller shall pay to the Buyer as liquidated damages the net present value (calculated using a discount rate of seven percent) of the difference, if positive, between (i) the amount that Buyer pays to a third party if it chooses to secure a replacement power purchase agreement for renewable energy using Commercially Reasonable Efforts for the energy that would have been delivered by Seller hereunder during the remainder of the Term absent termination of this Agreement and based on Buyer’s calculation of the amount of energy using commercially reasonable projections, and (ii) the amount that Buyer would have been required to pay to Seller pursuant to this Agreement for such energy provided that in the event Buyer is unable to purchase replacement electric energy that includes Environmental Attributes, then the net amount described in clause (i) shall also include the then-current amount of the Environmental Attributes (on a per MWh basis) for each MWh of such energy that Buyer was unable to purchase. Such damages constitute liquidated damages, and not penalties, in lieu of Buyer’s actual damages resulting from the early termination

of the Agreement. Seller further acknowledges that Buyer's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Seller's rights and obligations under the Agreement, the specified damages constitutes fair and reasonable damages to be borne by Seller in lieu of Buyer's actual damages.

2. Section 10.5(b) shall be revised to read as follows:

(b) Seller's Remedies. If a Buyer Default described in Section 10.5(a) has occurred and is continuing, and subject to Section 10.9, Seller may terminate the Agreement and upon such termination, Seller shall be entitled to receive from Buyer the net present value (calculated using a discount rate of seven percent) of the difference, if positive, between: (i) the rate for purchase in Section 7.1 multiplied by the amount of energy that would have been delivered by Seller hereunder during the remainder of the Term absent termination of this Agreement and based on Buyer's calculation of the amount of energy using commercially reasonable projections, less (ii) the net amount, if any, payable to Seller by a third party pursuant to any replacement power purchase agreement that Seller using Commercially Reasonable Efforts enters into for the sale of the energy and less (iii) the net salvage value of any portion of the Facility that Seller transfers or reasonably could transfer if Seller cannot sell its energy to a third party and (iv) if Seller does not enter into a replacement power purchase agreement for the sale of energy from the Facility, less the net present value (calculated using a discount rate of seven percent) of avoided operation and maintenance expenses, agreed to be \$0.01 per kWh, multiplied by the amount of energy that would have been delivered by Seller hereunder during the remainder of the Term absent termination of this Agreement and based on Buyer's calculation of the amount of energy using commercially reasonable projections. Such damages constitute liquidated damages, and not penalties, in lieu of Seller's actual damages resulting from the early termination of the Agreement. Buyer further acknowledges that Seller's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Buyer's rights and obligations under the Agreement, the specified damages constitutes fair and reasonable damages to be borne by Buyer in lieu of Seller's actual damages.

3. In all other respects, the PPA remains unchanged.

Received On: June 17, 2013
IURC 30-DAY Filing No.: 3175
Indiana Utility Regulatory Commission

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed as of the day and year first above written.

William H. Henley

Indianapolis Power & Light Company

By: William H. Henley
Vice President Corporate Affairs

Dean Leischow

Indy Solar II, LLC

By: Dean Leischow
Managing Director

AMENDMENT NO. 1 TO POWER PURCHASE AGREEMENT

This Amendment No. 1 to the Power Purchase Agreement (hereinafter "Amendment No. 1") among Indianapolis Power & Light Company ("Buyer") and Indy Solar III, LLC ("Seller" and collectively the "Parties") is made as of this fourth day of June, 2013.

RECITALS

WHEREAS, Buyer and Seller entered into a Power Purchase Agreement for Qualifying Renewable Energy Power Production Facilities on January 31, 2013 (the "PPA"), which PPA describes the terms of the sales of renewable electric power inclusive of all rights to its attendant Environmental Attributes from the Facility (as defined in the PPA) to Buyer's electrical system; and

WHEREAS, Buyer and Seller desire to amend the PPA as specified in this Amendment No. 1.

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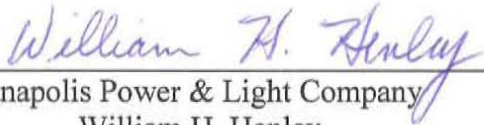
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Indianapolis Power & Light Company

By: William H. Henley
Vice President Corporate Affairs



Indy Solar III, LLC

By: Dean Leischow
Managing Director