

EXHIBIT "E-2"

FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT NO. XXXXXX

DATE: FEBRUARY [], 2008

BENEFICIARY:

AMERICAN ELECTRIC POWER SERVICE CORPORATION
AS AGENT FOR AEP TEXAS NORTH COMPANY, and {and/or}
AMERICAN ELECTRIC POWER COMPANY, INC.
155 WEST NATIONWIDE BLVD., SUITE 500
COLUMBUS, OH 43215
ATTN: TRACEY KOLBRICH

ACCOUNT PARTY:

TURKEY TRACK WIND ENERGY LLC
1 S. WACKER DR., SUITE 2020
CHICAGO, IL 60606

GENTLEMEN:

WE HEREBY ESTABLISH FOR THE ACCOUNT OF THE ABOVE DESCRIBED ACCOUNT PARTY OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. XXXXXX IN YOUR FAVOR FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE U.S.[\$11,000,000.00 (ELEVEN MILLION AND 00/100 DOLLARS UNITED STATES CURRENCY)].

WE ARE INFORMED THAT THIS LETTER OF CREDIT IS ISSUED IN CONNECTION WITH THE INTERCONNECTION AGREEMENT BETWEEN AEP TEXAS NORTH COMPANY AND TURKEY TRACK WIND ENERGY LLC DATED AS OF FEBRUARY [], 2008, (AS SUCH AGREEMENT MAY BE AMENDED, SUPPLEMENTED, OR OTHERWISE MODIFIED, THE "INTERCONNECTION AGREEMENT"), BETWEEN THE AMERICAN ELECTRIC POWER SERVICE CORPORATION ("AEPSC") AS AGENT FOR AEP TEXAS NORTH COMPANY AND TURKEY TRACK WIND ENERGY LLC.

THIS LETTER OF CREDIT (I) SHALL BECOME EFFECTIVE IMMEDIATELY AND SHALL EXPIRE AT OUR COUNTERS AT 300 SOUTH RIVERSIDE PLAZA, MAIL CODE IL1-0236, ATTN: STANDBY LETTER OF CREDIT UNIT, CHICAGO, IL 60606-0236, ON FEBRUARY [], 2009; HOWEVER, THE EXPIRY DATE OF THIS LETTER OF CREDIT

SHALL BE AUTOMATICALLY EXTENDED FOR A ONE TIME PERIOD UNTIL MARCH 31, 2009 UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO SUCH DATE, WE SHALL SEND NOTICE TO YOU BY DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THE LETTER OF CREDIT EXTENDED FOR SUCH ADDITIONAL PERIOD, AND (II) IS SUBJECT TO THE FOLLOWING:

1. FUNDS UNDER THIS LETTER OF CREDIT SHALL BE MADE AVAILABLE TO BENEFICIARY AGAINST ITS SIGHT DRAFT DRAWN ON US IN THE FORM OF ANNEX 1 HERETO, ACCOMPANIED BY (A) A DATED CERTIFICATE IN THE FORM OF ANNEX 2 HERETO, APPROPRIATELY COMPLETED AND SIGNED BY AN AUTHORIZED OFFICER OF BENEFICIARY DATED THE DATE OF PRESENTATION WITH A STATEMENT CERTIFYING THAT (W)"TURKEY TRACK WIND ENERGY LLC HAS FAILED TO PAY AMOUNTS DUE UNDER THE INTERCONNECTION AGREEMENT", (X) AND/OR "THIS LETTER OF CREDIT WILL EXPIRE WITHIN THE NEXT THIRTY DAYS AND ACCOUNT PARTY HAS NOT PROVIDED US WITH AN EXTENSION OF THE LETTER OF CREDIT OR OTHER ACCEPTABLE SECURITY" AND (B) THE ORIGINAL OF THIS LETTER OF CREDIT (THE "ACCOMPANYING DOCUMENTS") PRESENTED AT OUR OFFICE LOCATED AT 300 SOUTH RIVERSIDE PLAZA, MAIL CODE IL1-0236, ATTN: STANDBY LETTER OF CREDIT UNIT, CHICAGO, IL 60606-0236, (OR AT ANY OTHER OFFICE WHICH MAY BE DESIGNATED BY US BY WRITTEN NOTICE DELIVERED TO YOU). A PRESENTATION UNDER THIS LETTER OF CREDIT MAY BE MADE ONLY ON A BUSINESS DAY, AND DURING HOURS, IN WHICH SUCH OFFICE IS OPEN FOR BUSINESS. AS USED HEREIN, THE TERM "BUSINESS DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM. IF WE RECEIVE YOUR DRAFT AND THE ACCOMPANYING DOCUMENTS AT SUCH OFFICE ON ANY BUSINESS DAY, ALL IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, WE WILL HONOR THE SAME BY MAKING PAYMENT IN ACCORDANCE WITH YOUR PAYMENT INSTRUCTIONS ON THE THIRD SUCCEEDING BUSINESS DAY AFTER PRESENTATION.

IN THE EVENT OF AN ACT OF GOD, RIOT, CIVIL COMMOTION, INSURRECTION, WAR OR ANY OTHER CAUSE BEYOND OUR CONTROL THAT INTERRUPTS OUR BUSINESS (COLLECTIVELY, AN "INTERRUPTION EVENT") AND CAUSES THE PLACE FOR PRESENTATION OF THIS LETTER OF CREDIT TO BE CLOSED FOR BUSINESS ON THE LAST DAY FOR PRESENTATION, THE EXPIRY DATE OF THIS LETTER OF CREDIT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT TO THE EARLIER OF (X) A DATE THIRTY (30) CALENDAR DAYS AFTER THE PLACE FOR PRESENTATION REOPENED FOR BUSINESS OR (Y) A DATE FIVE (5) BUSINESS DAYS AFTER THE BENEFICIARY RECEIVES A WRITTEN NOTICE FROM US THAT THE PLACE FOR PRESENTATION HAS REOPENED FOR BUSINESS.

2. THIS LETTER OF CREDIT SHALL TERMINATE UPON THE EARLIEST TO OCCUR OF (I) OUR RECEIPT OF A NOTICE IN THE FORM OF ANNEX 3 HERETO SIGNED BY

AN AUTHORIZED OFFICER OF BENEFICIARY, ACCOMPANIED BY THIS LETTER OF CREDIT FOR CANCELLATION, OR (II) OUR CLOSE OF BUSINESS AT OUR AFORESAID OFFICE ON THE EXPIRATION DATE, OR IF THE EXPIRATION DATE IS NOT A BUSINESS DAY, THEN ON THE NEXT BUSINESS DAY. THIS LETTER OF CREDIT SHALL BE SURRENDERED TO US BY YOU UPON THE EARLIER OF SUCH PRESENTATION OR EXPIRATION.

3. THIS LETTER OF CREDIT, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (1998) ("ISP98"), AND SHALL, AS TO MATTERS NOT GOVERNED BY ISP98, BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE, ARTICLE 5 (THE "UCC") OF THE STATE OF ILLINOIS.

4. THIS LETTER OF CREDIT SETS FORTH IN FULL OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN, EXCEPT FOR ANNEXES 1, 2 AND 3 HERETO AND THE NOTICES REFERRED TO HEREIN; AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH 4.

5. COMMUNICATIONS WITH RESPECT TO THIS LETTER OF CREDIT SHALL BE IN WRITING AND SHALL BE ADDRESSED TO US AT THE ADDRESS REFERRED TO IN PARAGRAPH NO. 1 ABOVE, AND SHALL SPECIFICALLY REFER TO THIS LETTER OF CREDIT NO. XXXXXX.

6. MULTIPLE DRAWINGS UNDER THIS LETTER OF CREDIT AND PARTIAL DRAWINGS UNDER THIS LETTER OF CREDIT ARE PERMITTED. EACH SUCH PARTIAL DRAWING SHALL REDUCE THE AMOUNT AVAILABLE FOR DRAWING(S) UNDER THIS LETTER OF CREDIT.

VERY TRULY YOURS,
JPMORGAN CHASE BANK, N.A.

AUTHORIZED SIGNATURE

ANNEX 1
TO JPMORGAN CHASE BANK, N.A. IRREVOCABLE
STANDBY LETTER OF CREDIT NO. XXXXXX
DATE:

SIGHT DRAFT UNDER JPMORGAN CHASE BANK, IRREVOCABLE STANDBY LETTER
OF CREDIT NO. XXXXXX

ON [THIRD BUSINESS DAY NEXT SUCCEEDING DATE OF PRESENTATION]

PAY TO: AMERICAN ELECTRIC POWER SERVICE CORPORATION
AS AGENT FOR AEP TEXAS NORTH COMPANY, AND {AND/OR}
AMERICAN ELECTRIC POWER COMPANY, INC.
155 WEST NATIONWIDE BLVD, SUITE 500
COLUMBUS, OH 43215

IN THE AMOUNT OF: _____ UNITED STATES DOLLARS (U.S.
\$ _____) [NOT TO EXCEED AMOUNT AVAILABLE TO BE DRAWN]

[INSERT ANY WIRE INSTRUCTIONS]

FOR VALUE RECEIVED AND CHARGED TO ACCOUNT TURKEY TRACK WIND
ENERGY LLC

AMERICAN ELECTRIC POWER SERVICE CORPORATION
AS AGENT FOR AEP TEXAS NORTH COMPANY, AND {AND/OR}
AMERICAN ELECTRIC POWER COMPANY, INC.

BY: _____

TITLE: _____

TO: JPMorgan Chase Bank, N.A.
300 SOUTH RIVERSIDE PLAZA
MAIL CODE IL1-0236
ATTN: STANDBY LETTER OF CREDIT UNIT
CHICAGO, IL 60606-0236

ANNEX 2
TO JPMORGAN CHASE BANK, N.A. IRREVOCABLE
STANDBY LETTER OF CREDIT NO. XXXXXX
BENEFICIARY'S CERTIFICATE
DATE:

TO:

JPMORGAN CHASE BANK, N.A.
300 SOUTH RIVERSIDE PLAZA
MAIL CODE IL1-0236
ATTN: STANDBY LETTER OF CREDIT UNIT
CHICAGO, IL 60606-0236

DRAWING UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. XXXXXX

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OF AMERICAN ELECTRIC POWER SERVICE CORPORATION AS AGENT FOR AEP TEXAS NORTH COMPANY, AND {AND/OR} AMERICAN ELECTRIC POWER COMPANY, INC. ("BENEFICIARY"), HEREBY CERTIFIES ON BEHALF OF BENEFICIARY TO JP MORGAN CHASE BANK, N.A. WITH REFERENCE TO IRREVOCABLE STANDBY LETTER OF CREDIT NO. XXXXXX(THE "LETTER OF CREDIT") ISSUED FOR THE ACCOUNT OF TURKEY TRACK WIND ENERGY LLC ("ACCOUNT PARTY"), THAT:

1) EITHER PURSUANT TO THE INTERCONNECTION AGREEMENT BETWEEN AEP TEXAS NORTH COMPANY AND TURKEY TRACK WIND ENERGY LLC DATED AS OF FEBRUARY [], 2008, (AS SUCH AGREEMENT MAY BE AMENDED, SUPPLEMENTED, OR OTHERWISE MODIFIED, THE "INTERCONNECTION AGREEMENT"), BETWEEN THE AMERICAN ELECTRIC POWER SERVICE CORPORATION ("AEPSC") AS AGENT FOR AEP TEXAS NORTH COMPANY, D/B/A A WHOLLY OWNED SUBSIDIARY OF AMERICAN ELECTRIC POWER, INC. AND TURKEY TRACK WIND ENERGY LLC, BENEFICIARY IS ENTITLED TO DRAW UNDER THE LETTER OF CREDIT FOR THE REASON THAT (W)"TURKEY TRACK WIND ENERGY LLC HAS FAILED TO PAY AMOUNTS DUE UNDER THE ENGINEERING AGREEMENT" OR (X) AND/OR "THIS LETTER OF CREDIT WILL EXPIRE WITHIN THE NEXT THIRTY DAYS AND ACCOUNT PARTY TURKEY TRACK WIND ENERGY LLC HAS NOT PROVIDED US WITH AN EXTENSION OF THE LETTER OF CREDIT OR OTHER ACCEPTABLE SECURITY".

2) BY PRESENTING THIS CERTIFICATE AND THE ACCOMPANYING SIGHT DRAFT, BENEFICIARY IS REQUESTING THAT PAYMENT IN THE AMOUNT OF _____ UNITED STATES DOLLARS (U.S. \$ _____), AS SPECIFIED ON SAID DRAFT, BE MADE UNDER THE LETTER OF CREDIT BY WIRE TRANSFER OR DEPOSIT OF FUNDS INTO THE ACCOUNT SPECIFIED ON SAID DRAFT;

3) THE AMOUNT SPECIFIED ON THE SIGHT DRAFT ACCOMPANYING THIS
CERTIFICATE DOES NOT EXCEED THE AMOUNT TO WHICH BENEFICIARY IS
ENTITLED TO DRAW UNDER THE INTERCONNECTION AGREEMENT;

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IN WITNESS WHEREOF, BENEFICIARY HAS CAUSED THIS CERTIFICATE TO BE
DULY EXECUTED AND DELIVERED BY ITS DULY AUTHORIZED OFFICER AS OF
THE DATE AND YEAR WRITTEN BELOW:

DATE:

AMERICAN ELECTRIC POWER SERVICE CORPORATION
AS AGENT FOR AEP TEXAS NORTH COMPANY, AND
AMERICAN ELECTRIC POWER COMPANY, INC.

BY: _____

TITLE: _____

ANNEX 3
TO JPMORGAN IRREVOCABLE STANDBY LETTER
OF CREDIT NO. XXXXXX

NOTICE OF SURRENDER OF LETTER OF CREDIT NO. XXXXXX

DATE:

JPMORGAN CHASE BANK, N.A.
300 SOUTH RIVERSIDE PLAZA
MAIL CODE IL1-0236
ATTN: STANDBY LETTER OF CREDIT UNIT
CHICAGO, IL 60606-0236

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. XXXXXX ISSUED FOR THE
ACCOUNT OF TURKEY TRACK WIND ENERGY LLC

LADIES AND GENTLEMEN:

WE REFER TO YOUR ABOVE-MENTIONED IRREVOCABLE STANDBY LETTER OF
CREDIT NO. (THE "LETTER OF CREDIT"). THE UNDERSIGNED HEREBY
SURRENDERS THE LETTER OF CREDIT TO YOU FOR CANCELLATION AS OF THE
DATE HEREOF. NO PAYMENT IS DEMANDED OF YOU UNDER THIS LETTER OF
CREDIT IN CONNECTION WITH THIS SURRENDER.

VERY TRULY YOURS,

AMERICAN ELECTRIC POWER SERVICE CORPORATION
AS AGENT FOR AEP TEXAS NORTH COMPANY, AND {AND/OR}
AMERICAN ELECTRIC POWER COMPANY, INC.

BY:

TITLE: