

(iii) any modification, amendment, waiver, extension of or supplement to the Agreement or any of the Guaranteed Obligation agreed to from time to time by the Company and the Counterparty;

(iv) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the Company or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company or its assets, the Guarantor or any other guarantor of any of the Guaranteed Obligation;

(v) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Company, the Counterparty or any other corporation or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim if such claim, set off or other right arose in connection with the Guaranteed Obligation.

3. Term: Reinstatement in Certain Circumstances. This Guaranty shall remain in full force and effect until the earlier of (i) expiration or termination of the Agreement, (ii) \_\_\_\_\_. Such termination shall not release Guarantor from liability for any Guaranteed Obligation arising prior to the effective date of such termination. If at any time any payment of any of the Guaranteed Obligation is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Company, the Guarantor's obligations hereunder with respect to such payment shall be reinstated at such time as though such payment had not been made.

4. Waiver by the Guarantor. The Guarantor irrevocably waives acceptance hereof, diligence, presentment, demand, protest, notice of dishonor, notice of any sale of collateral and any notice not provided for herein, and any requirement that at any time any person exhaust any right to take any action against the Company or its assets or any other guarantor or person.

5. Subrogation. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of the Counterparty against the Company with respect to such payment; provided that the Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the Guaranteed Obligation then due shall have been paid in full and Counterparty agrees to take at Guarantor's expense such steps as the Guarantor may reasonably request to implement such subrogation.

6. Stay of Acceleration Ineffective with Respect to Guarantor. In the event that acceleration of the time for payment of any amount payable by the Company under the Agreement is stayed upon the insolvency, bankruptcy or reorganization of the Company, all such amounts otherwise subject to acceleration or required to be paid upon an early termination pursuant to the terms of the Agreement shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Counterparty.

7. Assignment: Successors and Assigns. The Guaranty shall be binding upon and inure to the benefit of the Guarantor and its successors and assigns and the Counterparty and its successors and assigns. Guarantor may not assign its rights and obligations hereunder without the prior written consent of the Counterparty, and any such purported assignment without such written consent will be void.

8. Amendments and Waivers. No provision of this Guaranty may be amended, supplemented or modified, nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and the Counterparty.

9. Remedies Cumulative. The rights, powers, remedies and privileges provided in this Guaranty are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law and any other agreement.

10. Limitation. Notwithstanding anything in this Guaranty to the contrary, Guarantor's liability under this Guaranty and the Counterparty's right of recovery under the same shall be limited to an aggregate amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made under the Agreement (even if such payments are deemed to be damages); and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, or any other damages, except to the extent specifically provided in the Agreement to be due from Company. In the event AEP engages in litigation to enforce this Guaranty, Guarantor agrees to pay, in addition to any amounts of Debtor which Guarantor has otherwise guaranteed to pay hereunder, any and all costs and expenses incurred by AEP (including reasonable attorney's fees) in enforcing this Guaranty provided AEP is successful in such litigation.

11. Representations and Warranties.

(A) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

(B) The execution, delivery and performance of the Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(C) All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Guaranty.

(D) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

12. Notices. All notices or communications to the other party may be faxed and shall be followed in writing by registered or certified mail or overnight delivery service to:

**To Guarantor:**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: ( )

**To Counterparty:**

American Electric Power Service Corporation  
Attention: Frank Hilton  
One Riverside Plaza  
Columbus, OH 43215  
Fax: (614) 324-4591

or such other address as each party shall from time to time specify.

13. GOVERNING LAW AND JURISDICTION. THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE.

14. Third Party Beneficiaries. This Guaranty shall not be construed to create any third party beneficiary relationship as to or with any person or entity other than the Counterparty.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first above written.

(\_\_\_\_\_)

By: \_\_\_\_\_  
Name:  
Title:

**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

Issued by: J. Craig Baker, Senior Vice President  
Regulatory Services  
Issued on: February 22, 2008

Effective Date: February 15, 2008

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;

Issued by: J. Craig Baker, Senior Vice President  
Regulatory Services  
Issued on: February 22, 2008

Effective Date: February 15, 2008

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;

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: