



November 8, 2011

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

Dear Secretary:

Pursuant to 170 IAC 1-6 ("Rule 6"), the Thirty-Day Administrative Filing Procedures and Guidelines Rules, Indianapolis Power & Light Company ("IPL") submits herewith for approval of two Power Purchase Agreements for Qualifying Renewable Energy Power Production Facilities between L&R Housing, LLP and IPL dated September 27, 2011 ("Agreement").

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

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

In support of this 30-day filing IPL is submitting herewith (1) a copy of the Commission-approved Rate REP – Renewable Energy Production, I.U.R.C. No. E-16, Original No. 124, 124.1, 124.2 and 124.3; (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) copies

Received On: November 8, 2011

IURC 30-Day Filing No: 2921

Indiana Utility Regulatory Commission

Indiana Utility Regulatory Commission

November 8, 2011

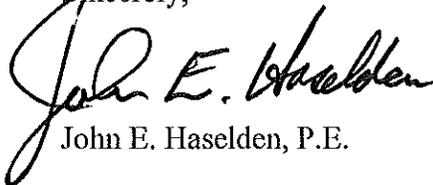
Page 2

of 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.

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

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 11/12/11
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

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INDIANA UTILITY
REGULATORY COMMISSION

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

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

Original No. 124.F

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ISSUED PURSUANT TO

RATE REP (Continued)

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PURCHASE AND SALE:

INDIANA UTILITY
 REGULATORY COMMISSION

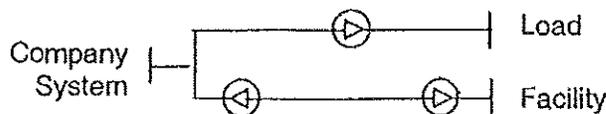
Date FEB 9 2010
 Indiana Utility Regulatory Commission

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

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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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INDIANA UTILITY
REGULATORY COMMISSION

ISSUED PURSUANT TO

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Date: 11/08/2011
Indiana Utility Regulatory Commission

Verified Statement of Indianapolis Power & Light Company (IPL)

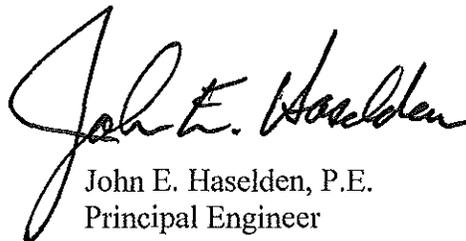
Concerning a Power Purchase Agreement for Qualifying Renewable Energy Power Production between L&R Housing, LLP and IPL

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

- beginning on November 2, 2011 and continuing through the filing date, the attached notice was posted in the Customer Service Office at 2102 N. Illinois Street
- beginning on November 2, 2011 and continuing through the filing date, the same notice was posted on IPL's website under the Pending section of the Rates, Rules and Regulations area
- a legal notice placed in the Indianapolis Star on November 2, 2011 as evidenced by the attached Publishers Affidavit; and
- beginning on the filing date, a copy of the Power Purchase Agreement for Qualifying Renewable Energy Power Production between L&R Housing, LLP 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 8th day of November, 2011.


John E. Haselden, P.E.
Principal Engineer

8 Received On: November 8, 2011
 IURC 30-Day Filing No: 2921
 Indiana Utility Regulatory Commission

Notice is hereby given that on or about November 14, 2011, Indianapolis Power & Light Company expects to submit two Power Purchase Agreements for Qualifying Renewable Energy Power Production between I&S Housing, LLP and IPL dated September 27, 2011. The Commission approved IPL's Rate REP (Renewable Energy Production) in its Order dated February 10, 2010 in Cause No. 43623 (Phase 1) which authorized the long-term contracting of Qualifying Renewable Energy Power Production for up to ten (10) years subject to Commission approval of each contract. IPL anticipates approval of the filing on or before December 30, 2011. This notice is provided to the public pursuant to 170 IAC 1-6-6. The contact information, to which an objection should be made, is as follows:

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

Office of Utility Consumer Counselor
 115 W. Washington Street, Suite 1500 South
 Indianapolis, Indiana 46204
 Telephone: (317) 232-2484
 Toll Free: 1-888-441-2494
 Fax: (317) 232-5923
 Email: uccinfo@oucc.in.gov
 Dated: November 2, 2011.
 (S - 11/2/11 - 5880144)

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:

11/02/2011 and 11/02/2011

Kerry Dodson Clerk
 Title

Subscribed and sworn to before me on 11/02/2011

Louise M. Powell Notary Public

LOUISE M. POWELL
 NOTARY PUBLIC
 STATE OF INDIANA
 MY COMMISSION EXPIRES February 20, 2016

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 27 day of September, 2011 ("Effective Date"), by and between Indianapolis Power & Light Company, an Indiana corporation with its principal office located at One Monument Circle, Indianapolis, Indiana 46204 ("Company"), and L and R Housing LP, an organization created in the state of Indiana with its principal office located at 1919 N. Meridian St., Indianapolis, Indiana 46202 ("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: Building #16, 3340 Teakwood Dr., Indianapolis, IN 46227

Nameplate Capacity: 27.5 kW

Estimated Annual Production: 36,135 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.

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 10 years commencing with the date energy is first produced and transmitted to the Company, provided that if the IURC approves an extension of the maximum allowable term in Cause No. 44018, the term of this agreement shall be 15 years commencing on 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:

Land R Housing LP
1919 N. Meridian St.
Indianapolis, IN 46202
Attention: Legal Department

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 Customer pursuant to the Federal Power Act or other applicable law.

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

Indianapolis Power & Light Company
("Company")

By: William H. Henley

Printed: William H. Henley

Title: VP Corporate Affairs

Execution Date: 9/27/11

("Customer")

By: Bruce R. Baird

Printed: Bruce R. Baird

Title: Vice President

Execution Date: 10-17-11

Received On: November 8, 2011
IURC 30-Day Filing No: 2921
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 ^{1st} day of *August*, 2011, by and between Indianapolis Power & Light Company ("IPL"), and L and R Housing LP ("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: Building #16 3340 Teakwood Dr., Indianapolis, IN 46227

Generator Size and Type: 27.5 Kw 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.

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	\$5,000,000.00
Contractual Liability	\$5,000,000.00
Bodily Injury	\$5,000,000.00
Property Damage	\$5,000,000.00

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.

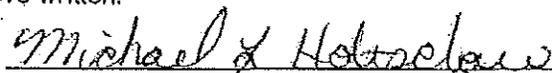
If Customer is sufficiently creditworthy, as determined by IPL, then, in lieu of obtaining all or part of the above-specified required insurance coverage from insurance carriers acceptable to IPL, Customer may self insure all or part of such required insurance coverage provided that Customer agrees to 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

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

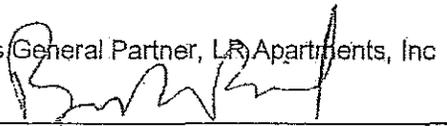
By: Michael L. Holtsclaw

Director, Power Delivery Operations

L and R Housing, LP
"Customer"

By Its General Partner, LR Apartments, Inc

By:


Bruce R. Baird
(Title) Vice President

Received On: November 8, 2011
IURC 30-Day Filing No. 2921
Indiana Utility Regulatory Commission



318 E. Vermont Street
Indianapolis, IN 46204-1001
317-227-3333
fax 317-227-3301

Project No. 2011-12
Project Name: DLR-132
Project Date: 11/08/11
Project Type: IURC
Project Status: Pending

Public Hearing Notice
The following information is being provided to the public for their information. This information is not intended to be a final decision or a final order of the Commission. The Commission's final decision or final order will be issued after the public hearing process is complete.



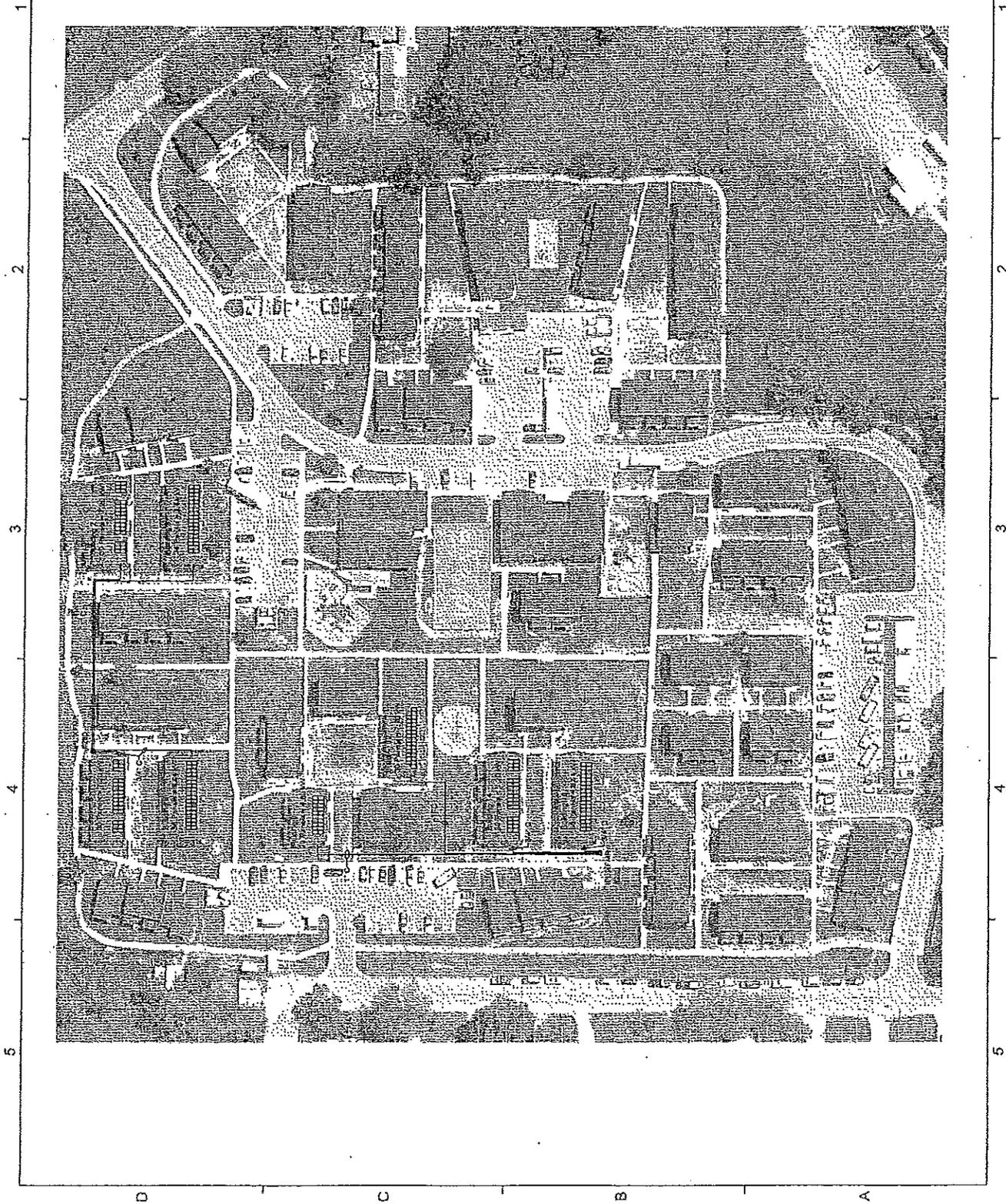
Mark St. John

Indianapolis
Housing Authority
Solar Arrays for
Laurelwood Community

FILED IN THE IURC
November 8, 2011

SITE PLAN

PV-101



Received On: November 8, 2011
IURC 30-Day Filing No: 2921
Indiana Utility Regulatory Commission

Indianapolis Power & Light Company
1230 W. Morris St.
Indianapolis IN 46221

To the attention of:

Johnson Melloh Solutions
Attn: Ben Titus
5925 Stockberger Place
Indianapolis, IN 46241

Invoice Date

7/22/2011

Invoice No.

900142663

Customer Contact

B. Carter (317) 261-8217

Description for Billing

DOLLARS

Laurel Apts PV - 3253 Laurel St. Project

Provide secondary cable/service cable from
underground pad to meter locations for one
solar panel service

Labor	520.41
Material	30.63
Gross Receipts Tax	8.82

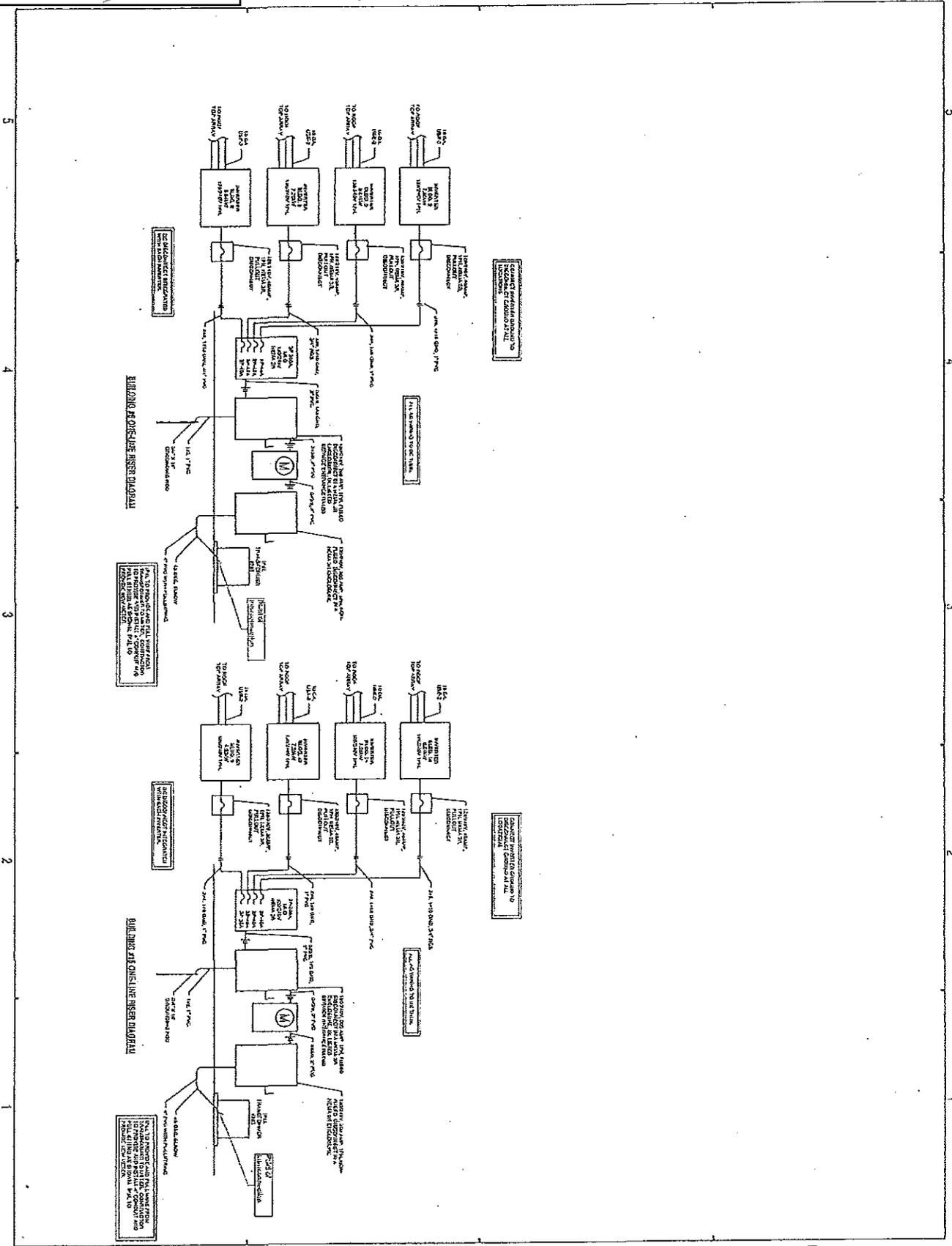
TOTAL

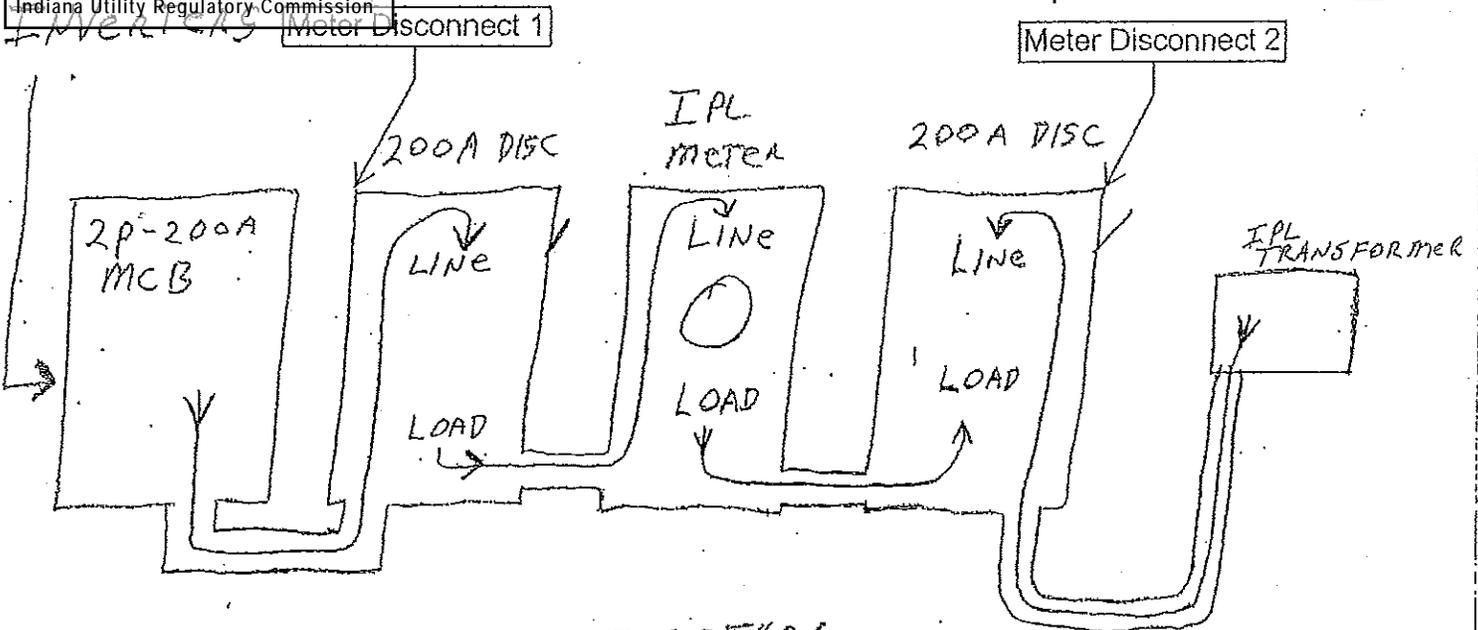
\$559.86

Exhibit 1B IPL Interconnection
Agreement 27.5kW Dated
7/28/2011

To ensure proper credit, please include our invoice number along with your remittance and forward to:

Indianapolis Power & Light Company
Attention: Annette Lindley
1230 W. Morris Street
Indianapolis, IN 46221

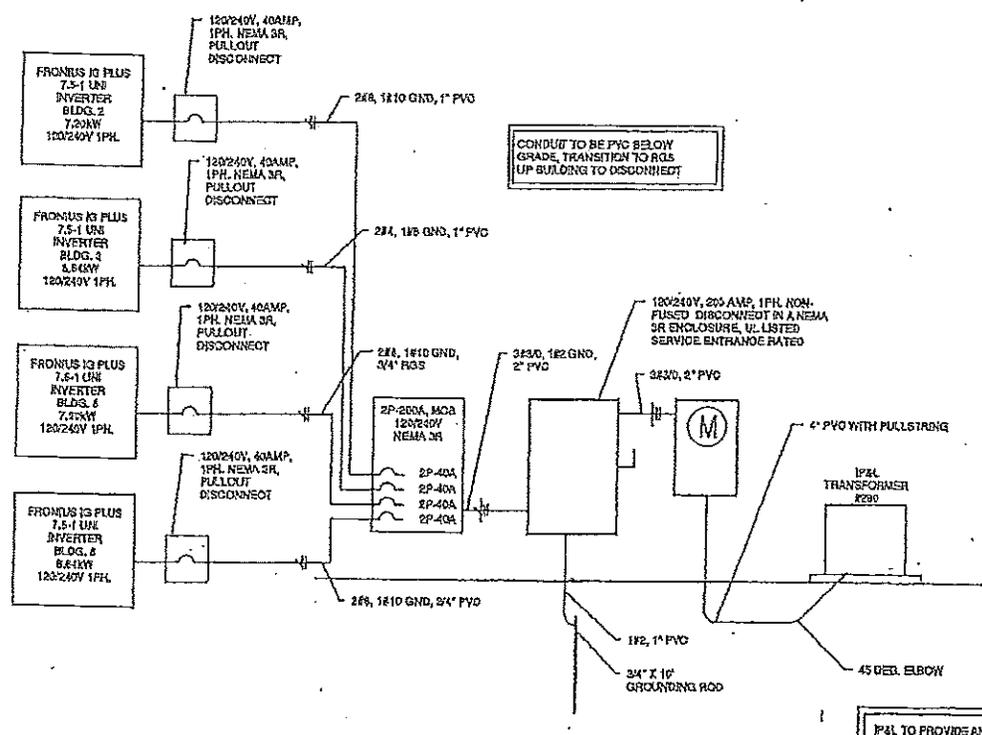




1. BOND ALL CABINETS TOGETHER
2. WIRE THE TWO DISCONNECT'S IN THIS FASHION WILL ISOLATE THE METER CABINET AND ALSO KEEP THE "LOAD" SIDE COLD AND THE "LINE" SIDE HOT. WHEN SWITCHS ARE SHUT-OFF.

IPL - MIKE KUCHN
 MTR LAYOUT
 2615206

CONNECT INVERTER GROUND TO DISCONNECT GROUND AT ALL LOCATIONS



CONDUIT TO BE PVC BELOW GRADE, TRANSITION TO RGS UP BUILDING TO DISCONNECT

IPL TO PROVIDE AND PULL WIRE FROM TRANSFORMER TO METER. CONTRACTOR TO PROVIDE AND INSTALL C CONDUIT AND PULL STRING AS SHOWN. IPL TO PROVIDE NEW METER.

BUILDING #6 ONE-LINE RISER DIAGRAM

Received On: November 8, 2011
IURC 30-Day Filing No: 2921
Indiana Utility Regulatory Commission

Exhibit 2



Application For Interconnection
Level 2**- 2MW or Less or Level 3**- All Other Facilities

Customer Name: Indianapolis Housing Agency (L&R Housing, LP)

Customer Address: 3340 Teakwood Dr., Indianapolis, IN

Project Contact Person: Ben Titus

Phone No.: (317) 775-4523 Email Address (Optional): btitus@johnsonmelloh.com

Provide names and contact information for other contractors and engineering firms involved in the design and installation of the generation facilities:

Ben Titus, Project Manager, Johnson Melloh Solutions

Total Generating Capacity of Customer-Generator Facility: Connect at Transformer #283 with 27.5kW AC

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.

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:

Will the Customer-Generator Facility export power? Yes No If yes, how much? 27.5kW max, fed directly to grid.

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

** Level 2 & Level 3 as defined in 170 IAC 4-4.3-4(a)



Application For Interconnection
Level 2**- 2MW or Less or Level 3**- All Other Facilities

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 Sonya Kunkel 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 & Level 3 as defined in 170 IAC 4-4.3-4(a)

**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 27 day of September, 2011 ("Effective Date"), by and between Indianapolis Power & Light Company, an Indiana corporation with its principal office located at One Monument Circle, Indianapolis, Indiana 46204 ("Company"), and L and R Housing LP, an organization created in the state of Indiana with its principal office located at 1919 N. Meridian St., Indianapolis, Indiana 46202 ("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: Building #6, 3340 Teakwood Dr., Indianapolis, IN 46227

Nameplate Capacity: 30 kW

Estimated Annual Production: 39,420 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.

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 10 years commencing with the date energy is first produced and transmitted to the Company, provided that if the IURC approves an extension of the maximum allowable term in Cause No. 44018, the term of this agreement shall be 15 years commencing on 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:

Leland R Housing LP
1919 N. Meridian St
Indianapolis Ind 46202
Attention: Legal Department

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 Customer pursuant to the Federal Power Act or other applicable law.

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

**Indianapolis Power & Light Company
("Company")**

By: William H. Henley

Printed: William H. Henley

Title: VP Corporate Affairs

Execution Date: 9/27/11

("Customer")

By: Bruce R. Baird

Printed: Bruce R. Baird

Title: Vice President

Execution Date: 10-17-11

Received On: November 8, 2011
IURC 30-Day Filing No: 2921
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 ^{15th} day of *August*, 2011, by and between Indianapolis Power & Light Company ("IPL"), and L and R Housing LP ("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: Building #16 3340 Teakwood Dr., Indianapolis, IN 46227

Generator Size and Type: 27.5 Kw 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.

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	\$5,000,000.00
Contractual Liability	\$5,000,000.00
Bodily Injury	\$5,000,000.00
Property Damage	\$5,000,000.00

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

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

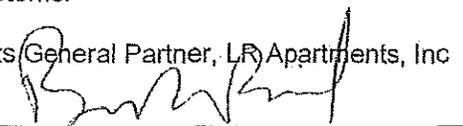
By: Michael L. Holtsclaw

Director, Power Delivery Operations

L and R Housing, LP
"Customer"

By Its General Partner, LR Apartments, Inc

By:


Bruce R. Baird
(Title) Vice President

Received On: November 8, 2011
IURC 30-Day Filing No. 2921
Indiana Utility Regulatory Commission

EMERSON
318 E. Van
Indianapolis
317-278-0001
fax 317-278-0001

Project No. 2011-1-001
Project Date: 08/23/11
Prepared By: [Signature]
Responsible Date: [Signature]

EMERSON
318 E. Van
Indianapolis
317-278-0001
fax 317-278-0001

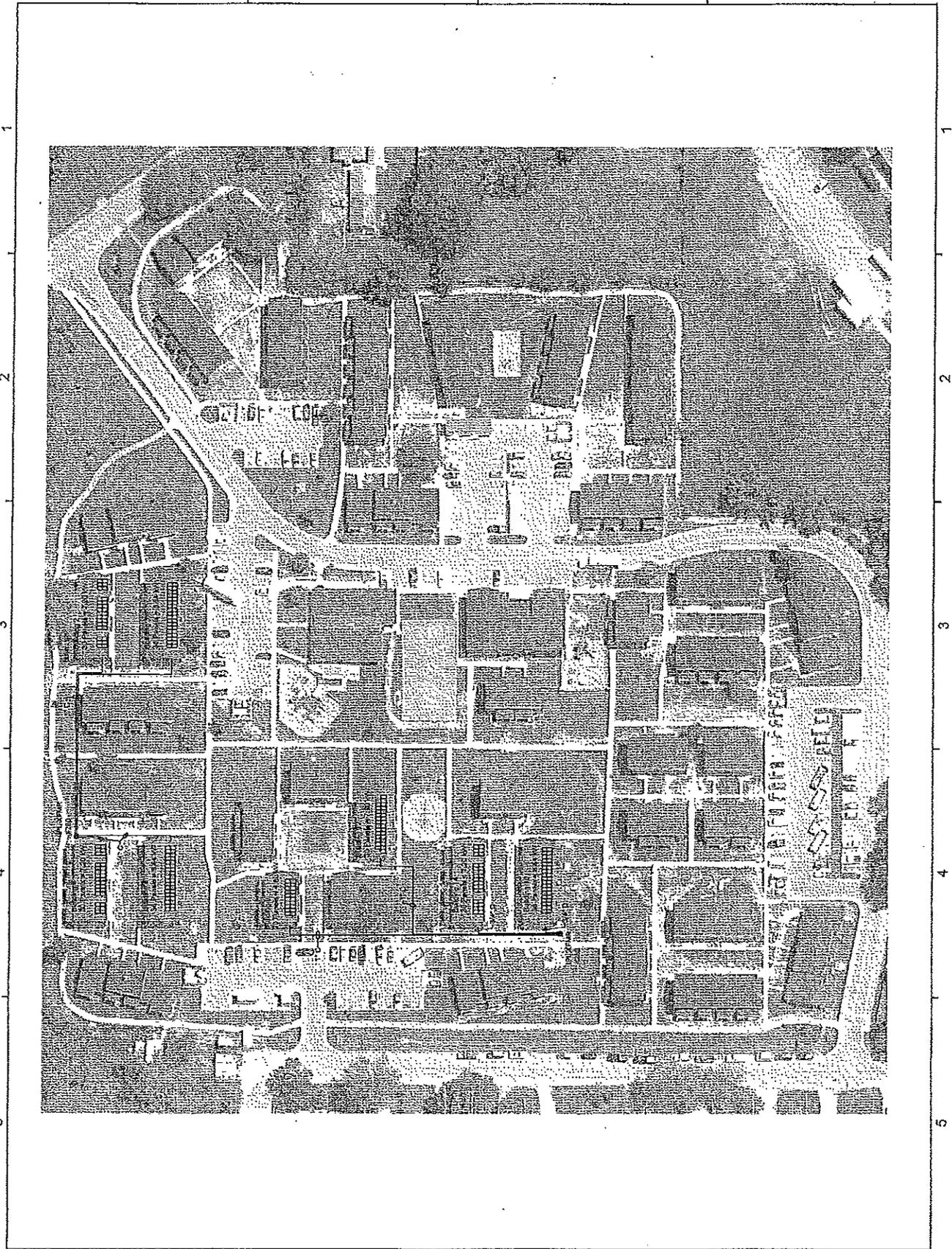


Indianapolis
Housing Authority
Solar Arrays for
Lafayette Community

EMERSON
318 E. Van
Indianapolis
317-278-0001
fax 317-278-0001

SITE PLAN

PV-101



Received On: November 8, 2011
IURC 30-Day Filing No: 2921
Indiana Utility Regulatory Commission

Indianapolis Power & Light Company
1230 W. Morris St.
Indianapolis IN 46221

To the attention of:

Johnson Melloh Solutions
Attn: Ben Titus
5925 Stockberger Place
Indianapolis, IN 46241

Invoice Date
7/22/2011

Invoice No.
900142663

Customer Contact
B. Carter (317) 261-8217

Description for Billing

DOLLARS

Laurel Apts PV - 3253 Laurel St. Project

Provide secondary cable/service cable from underground pad to meter locations for one solar panel service

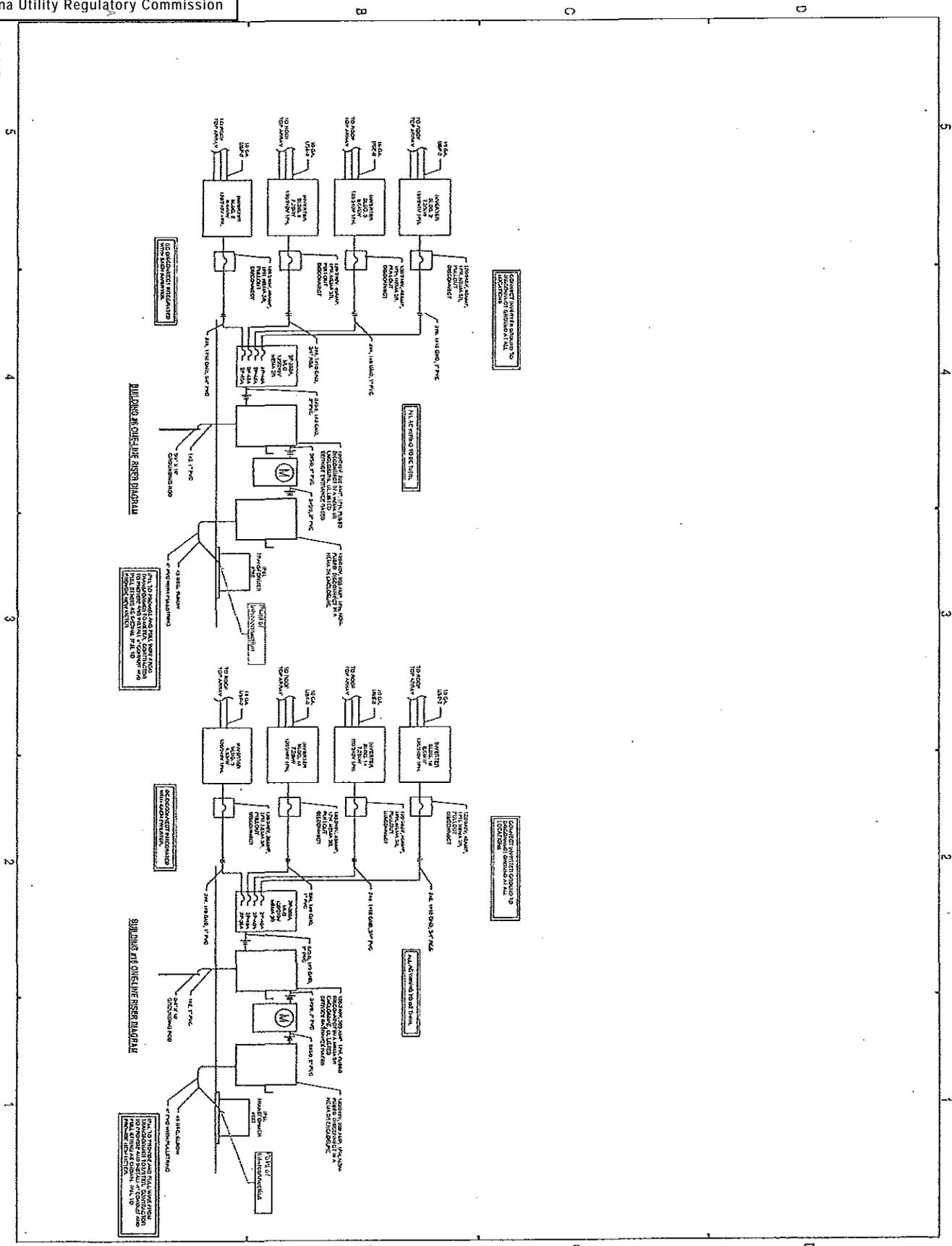
Labor	520.41
Material	30.63
Gross Receipts Tax	8.82

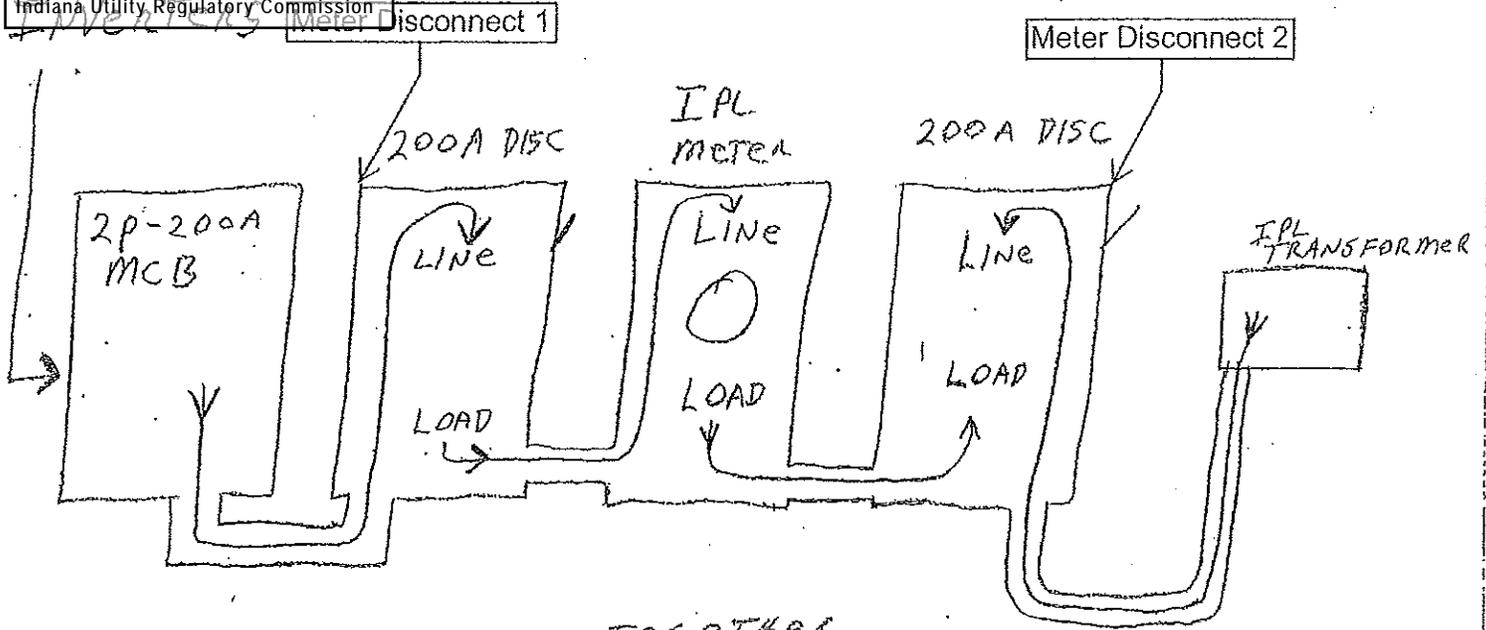
TOTAL **\$559.86**

Exhibit 1B IPL Interconnection Agreement 27.5kW Dated 7/28/2011

To ensure proper credit, please include our invoice number along with your remittance and forward to:

Indianapolis Power & Light Company
Attention: Annette Lindley
1230 W. Morris Street
Indianapolis, IN 46221

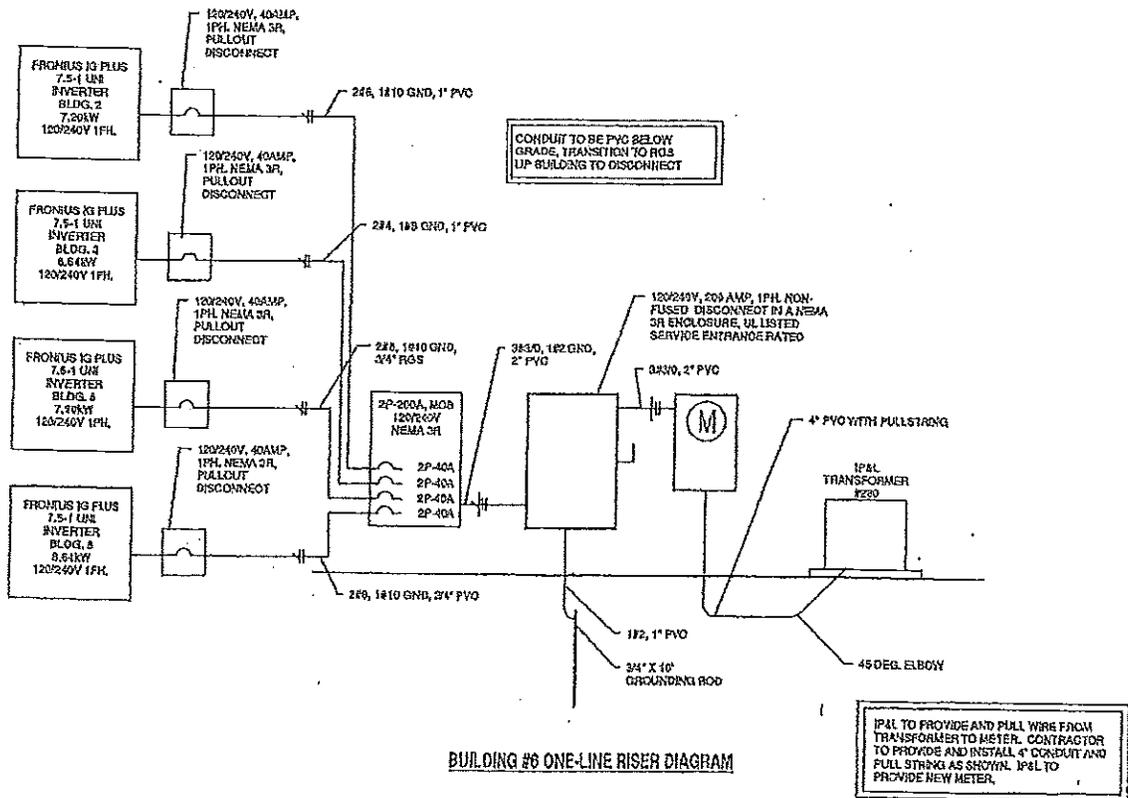




1. BOND ALL CABINETS TOGETHER
2. WIRE THE TWO DISCONNECT'S IN THIS FASHION WILL ISOLATE THE METER CABINET AND ALSO KEEP THE "LOAD" SIDE COLD AND THE "LINE" SIDE HOT. WHEN SWITCHS ARE SHUT-OFF.

CONNECT INVERTER GROUND TO DISCONNECT GROUND AT ALL LOCATIONS

IPL - MIKE KUCHN
 MTR. LAYOUT
 2615206



BUILDING #6 ONE-LINE RISER DIAGRAM

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Indiana Utility Regulatory Commission

Exhibit 2



Application For Interconnection
Level 2** - 2MW or Less or Level 3** - All Other Facilities

Customer Name: Indianapolis Housing Agency (L&R Housing, LP)

Customer Address: 3340 Teakwood Dr., Indianapolis, IN

Project Contact Person: Ben Titus

Phone No.: (317) 775-4523 Email Address (Optional): blitus@johnsonmelloh.com

Provide names and contact information for other contractors and engineering firms involved in the design and installation of the generation facilities:

Ben Titus, Project Manager, Johnson Melloh Solutions

Total Generating Capacity of Customer-Generator Facility: Connect at Transformer #283 with 27.5kW AC

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.

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:

Will the Customer-Generator Facility export power? Yes No If yes, how much? 27.5kW max, fed directly to grid.

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

** Level 2 & Level 3 as defined in 170 IAC 4-4.3-4(a)



Application For Interconnection
Level 2**- 2MW or Less or Level 3**- All Other Facilities

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 Sonya Kunkel 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 & Level 3 as defined in 170 IAC 4-4.3-4(a)