

**December 23, 2015**

**March 2016 Auction under ESP III  
Sample Legal Opinion of Foreign Guarantor's Counsel**

Winning Suppliers relying on the financial standing of a foreign guarantor must submit along with the Master Standard Service Offer ("SSO") Supply Agreement (i) a legal opinion regarding the enforceability of the guaranty in the foreign jurisdiction, and (ii) a sworn certificate attesting the authority of the signatory to the Guaranty. These requirements are detailed in section 5.4(c)(ii) and section 5.6(d)(ii) of the Master Standard Service Offer ("SSO") Supply Agreement.

This document is a sample legal opinion that is acceptable to AEP Ohio.

Bidders relying on the financial standing of a foreign guarantor are required to submit a draft legal opinion and draft sworn certificate with their Part 1 Application as detailed in the Second Item of Section 1.7 of the Part 1 Form.

**[OPINION OF GUARANTOR'S COUNSEL]**

\_\_\_\_\_, 2016

Ohio Power Company  
c/o Contract Administration  
155 W. Nationwide Blvd., Suite 500  
Columbus, OH 43215

Ladies and Gentlemen:

We have acted as counsel to \_\_\_\_\_ (the "Guarantor") with respect to a Guaranty Agreement, dated as of \_\_\_\_\_ (the "Guaranty") issued by the Guarantor in relation to a Master Standard Service Offer ("SSO") Supply Agreement between Ohio Power Company (the "Buyer") and \_\_\_\_\_ (the "Seller") executed by Seller on [date] (herein "SSO Agreement"). Unless otherwise defined in this opinion, capitalized terms are used herein as defined in the SSO Agreement.

In acting as counsel to the Guarantor, we have examined the original SSO Agreement executed by the Seller and the original Guaranty issued by the Guarantor. We have also examined such other documents, records and instruments and made such examination of law, as we have deemed necessary in connection with the opinions set forth below.

We have assumed the genuineness of all signatures (other than signatures of officers of the Guarantor), the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed, photostatic or facsimile copies, the authenticity of the originals of all documents submitted to us as copies, and that the documents reviewed by us, other than the Guaranty and the SSO Agreement, have not been modified, amended, changed or supplemented in any material respect after the respective dates of our review thereof. We acknowledge and recognize in providing this opinion that the SSO Agreement is the legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms.

On the basis of the foregoing, we are of the opinion that:

1. The Guarantor is duly organized and validly existing in good standing under the laws of \_\_\_\_\_ [jurisdiction of incorporation or organization], and has the requisite power and authority to execute, deliver and perform its obligations under the Guaranty, and is an affiliate of the Seller.

2. The execution and delivery by the Guarantor of, and the performance by the Guarantor of its obligations under, the Guaranty, have been duly authorized by all necessary [corporate, limited liability, partnership or other] action.
3. The Guaranty has been duly executed and delivered by the Guarantor and constitutes the legally valid and binding agreement of the Guarantor, enforceable against the Guarantor in accordance with its terms.
4. No permits, licenses, authorizations, consents or approvals by or from, or filings or registrations with, any governmental authority or agency in [specified jurisdiction] are required in connection with the execution, delivery or performance by the Guarantor of the Guaranty which have not been obtained or made.
5. The execution and delivery by the Guarantor of the Guaranty, and compliance by the Guarantor with the provisions thereof, do not and will not (i) result in a violation of the organizational or constitutive documents of the Guarantor, or (ii) conflict with or constitute a breach of any applicable law or regulation of [specified jurisdiction of Guarantor] or Ohio and the Guarantor is domiciled in a country that recognizes and enforces judgments of US courts, and Guarantor will maintain an agent for acceptance of service of process in Ohio for purposes of the SSO Agreement.
6. The payment obligations of the Guarantor under the Guaranty constitute unsecured general obligations of the Guarantor and rank at least pari passu with all unsecured and unsecured obligations of the Guarantor.
7. A final judgment rendered by a US court in respect of the Guaranty, is capable of being given effect directly against the Guarantor by the courts of Guarantor's domicile, without a new trial.

The opinions expressed herein are limited to the laws of [specified jurisdiction of Guarantor] and Ohio, and we express no opinion as to the laws of any other jurisdiction.

This opinion letter is effective only as of the date hereof. We do not assume responsibility for updating this opinion letter as of any date subsequent to its date, and we assume no responsibility for advising you of any changes with respect to any matters described in this opinion letter that may occur, or facts that may come to our attention, subsequent to the date hereof.

This opinion is rendered to the addressees hereof and is intended solely for their benefit in connection with the transactions described herein. This opinion may not be relied upon by such addressees or any other person or entity for any other purpose, or quoted or furnished to or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

Very truly yours,