

December 20, 2018

**March 2019 Auction under ESP IV**  
**Acceptable Modifications to the SSO Supplier Letter of Credit**

This document contains a list of modifications to the SSO Supplier Letter of Credit that are **ACCEPTABLE** to AEP Ohio on an optional basis.

The standard form of the SSO Supplier Letter of Credit is available on the *“Information – Documents”* page of the CBP website.

## Acceptable Modifications to the Form of SSO Supplier Letter of Credit

### Preamble

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

Letter of Credit No. \_\_\_\_\_

### Acceptable Modifications to the Preamble

P.1 **① IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_**

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

Letter of Credit No. \_\_\_\_\_

*Please note that change ① to the Preamble is acceptable provided change ② is made to Paragraph 1.*

- ② 1.1 We hereby establish in your favor this ~~irrevocable~~ transferable Irrevocable Standby Letter of Credit (this “Letter of Credit”) for the account of \_\_\_\_\_(the “Applicant”), in the aggregate amount of \$\_\_\_\_\_, effective immediately and available to you at sight upon demand at our counters at \_\_\_\_\_(location) and expiring 364 days from date of issuance or any extension thereof (in the form of Annex 5), unless terminated earlier or automatically extended in accordance with the provisions hereof or otherwise extended.

P.2 **③ IRREVOCABLE STANDBY LETTER OF CREDIT**

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

Letter of Credit No. \_\_\_\_\_

*Please note that change ③ to the Preamble is acceptable provided change ② is made to Paragraph 1.*

- ② 1.1 We hereby establish in your favor this ~~irrevocable~~ transferable Irrevocable Standby Letter of Credit (this “Letter of Credit”) for the account of \_\_\_\_\_(the “Applicant”), in the aggregate amount of \$\_\_\_\_\_, effective immediately and available to you at sight upon demand at our counters at \_\_\_\_\_(location) and expiring 364 days from date of issuance or any extension thereof (in the form of Annex 5), unless terminated earlier or automatically extended in accordance with the provisions hereof or otherwise extended.

**December 20, 2018**

**Original Beneficiary**

To: Ohio Power Company (“Beneficiary”)  
303 Marconi Blvd  
Columbus, Ohio 43215  
Attention: Credit Risk Management

**Acceptable Modifications to Beneficiary**

**Original Paragraph 1**

1. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of \_\_\_\_\_(the "Applicant"), in the aggregate amount of \$\_\_\_\_\_, effective immediately and available to you at sight upon demand at our counters at \_\_\_\_\_(location) and expiring 364 days from date of issuance or any extension thereof (in the form of Annex 5), unless terminated earlier or automatically extended in accordance with the provisions hereof or otherwise extended.

**Acceptable Modifications to Paragraph 1**

1.1 ② We hereby establish in your favor this ~~irrevocable~~ transferable Irrevocable Standby Letter of Credit (this "Letter of Credit") for the account of \_\_\_\_\_(the "Applicant"), in the aggregate amount of \$\_\_\_\_\_, effective immediately and available to you at sight upon demand at our counters at \_\_\_\_\_(location) and expiring 364 days from date of issuance or any extension thereof (in the form of Annex 5), unless terminated earlier or automatically extended in accordance with the provisions hereof or otherwise extended.

*Please note that change ② to Paragraph 1 is acceptable provided that EITHER change ① OR change ③ is made to the Preamble.*

① P.1 IRREVOCABLE STANDBY LETTER OF CREDIT NO.  
\_\_\_\_\_ (Date)

~~Letter of Credit No.~~ \_\_\_\_\_

③ P.2 IRREVOCABLE STANDBY LETTER OF CREDIT  
\_\_\_\_\_ (Date)

Letter of Credit No. \_\_\_\_\_

1.2 We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of \_\_\_\_\_(the "Applicant"), in the aggregate amount of U.S.\$\_\_\_\_\_, effective immediately and available to you at sight upon demand at our counters at \_\_\_\_\_(location) and expiring 364 days from date of issuance or any extension thereof (in the form of Annex 5), unless terminated earlier or automatically extended in accordance with the provisions hereof or otherwise extended.

**Original Paragraph 2**

2. This Letter of Credit is issued at the request of the Applicant, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the maximum amount of this Letter of Credit, subject to reduction as provided in Paragraph 12 hereof. This Letter of Credit may be drawn:

(a) upon an Event of Default with respect to the Applicant under the Master Standard Service Offer Supply Agreement; or

(b) in the event the Applicant has failed to supply a substitute letter of credit thirty (30) days prior to the expiration of this Letter of Credit as required by the Master Standard Service Offer Supply Agreement.

**Acceptable Modifications to Paragraph 2**

2.1 This Letter of Credit is issued at the request of the Applicant, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the maximum amount of this Letter of Credit, subject to reduction as provided in Paragraph 12 hereof. This Letter of Credit may be drawn:

(a) upon an Event of Default with respect to the Applicant under the Master Standard Service Offer Supply Agreement; or

(b) in the event the Applicant has failed to supply a substitute letter of credit thirty (30) days prior to the expiration of this Letter of Credit as required by the Master Standard Service Offer Supply Agreement.

[and upon presentation of the required draw documents as stated pursuant to Paragraph 3 below.](#)

**Original Paragraph 3**

3. A partial or full drawing hereunder may be made by you on any Business Day on or prior to the expiration of this Letter of Credit by delivering, by no later than 11:00 A.M. (prevailing Eastern Time<sup>1</sup>) on such Business Day to (Bank), (address), (i) a notice in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of the Beneficiary and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the Beneficiary.

<sup>1</sup> If the issuer of the Letter of Credit is located in an area that is not in the Eastern time zone, this time and all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly.

**Acceptable Modifications to Paragraph 3**

3.1 A partial or full drawing hereunder may be made by you on any Business Day on or prior to the expiration of this Letter of Credit by delivering, by no later than 11:00 A.M. (prevailing Eastern Time<sup>1</sup>) on such Business Day to (Bank), (address), (i) a notice in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of the Beneficiary and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the Beneficiary. .

~~<sup>1</sup> If the issuer of the Letter of Credit is located in an area that is not in the Eastern time zone, this time, all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly.~~

*Please note that modification 3.1 is acceptable only when the Issuing Bank is located in the Eastern Time Zone as provided in the location of Paragraph 1.*

**Original Paragraph 4**

4. We may, but shall not be obligated to, accept any request to issue a substitute letter of credit. Such request shall be in an Availability Certificate in the form of Annex 3 hereto by you to us for exchange for a new letter of credit in the amount set forth in an Availability Certificate, which amount shall not exceed the present value of this Letter of Credit. Upon acceptance by us of any such request to issue a substitute letter of credit for exchange, the new letter of credit shall be issued in the amount as set forth in the Availability Certificate.

**Acceptable Modifications to Paragraph 4**

**Original Paragraph 5**

5. We hereby agree to honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft delivered to us in connection with such drawing to such account at such banks in the United States as you may specify in your draft delivered to us pursuant to Paragraph 3 hereof, by 3:00 P.M. prevailing Eastern Time on the date of such drawing, if delivery of this requisite document is made prior to 11:00 A.M. (prevailing Eastern time) on a Business Day pursuant to Paragraph 3 hereof, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite document is made after 11:00 A.M. (prevailing Eastern time) on any Business Day pursuant to Paragraph 3 hereof.

**Acceptable Modifications to Paragraph 5**



**Original Paragraph 6**

6. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice (not later than three (3) Business Days following the date of receipt of the documents) that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, that in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.

**Acceptable Modifications to Paragraph 6**

### Original Paragraph 7

7. This Letter of Credit will automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you of the drawings in an amount equal to the maximum amount available to be made hereunder; (ii) the date we issue a new letter of credit in exchange for this Letter of Credit in accordance with Paragraph 4 hereof; and (iii) the date we receive from you a Certificate of Expiration in the form of Annex 4 hereto. The Letter of Credit will be automatically extended without written amendment for successive additional one (1) year periods from the current or any future extended expiry date, unless at least ninety (90) days prior to such date of expiration, we give written notice to the Beneficiary by registered or certified mail, return receipt requested, or by overnight courier, at the address set forth above, or at such other address of which prior written notice has been provided to us, that we elect not to renew this Letter of Credit for such additional one (1) year period.

### Acceptable Modifications to Paragraph 7

- 7.1 This Letter of Credit will automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you of the drawings in an amount equal to the maximum amount available to be made hereunder; (ii) the date we issue a new letter of credit in exchange for this Letter of Credit in accordance with Paragraph 4 hereof; and (iii) the date we receive from you a Certificate of Expiration in the form of Annex 4 hereto. The Letter of Credit will be automatically extended without written amendment for successive additional one (1) year periods from the current or any future extended expiry date, unless at least ninety (90) days prior to such date of expiration, we give written notice to the Beneficiary by registered or certified mail, return receipt requested, or by overnight courier, at the Beneficiary's address set forth above, or at such other address of which prior written notice has been provided to us, that we elect not to renew this Letter of Credit for such additional one (1) year period.
- 7.2 This Letter of Credit will automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you of the drawings in an amount equal to the maximum amount available to be made hereunder; (ii) the date we issue a new letter of credit in exchange for this Letter of Credit in accordance with Paragraph 4 hereof; and (iii) the date we receive from you a Certificate of Expiration in the form of Annex 4 hereto. The Letter of Credit will be automatically extended without written amendment for successive additional one (1) year periods from the current or any future extended expiry date, unless at least ninety (90) days prior to such date of expiration, we give written notice to the Beneficiary by registered or certified mail, return receipt requested, or by overnight courier, at the address set forth above, or at such other address of which prior written notice has been provided to us, that we elect not to ~~renew~~ extend this Letter of Credit for such additional one (1) year period.
- 7.3 This Letter of Credit will automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you of the drawings in an amount equal to the maximum amount available to be made hereunder; (ii) the date we issue a new letter of credit in exchange for this Letter of Credit in accordance with Paragraph 4 hereof; and (iii) the date we receive from you a Certificate of Expiration in the form of Annex 4 hereto. The Letter of Credit will be automatically extended without written amendment for successive additional ~~one (1) year~~ 364 day periods from the current or any future extended expiry date, unless at

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least ninety (90) days prior to such date of expiration, we give written notice to the Beneficiary by registered or certified mail, return receipt requested, or by overnight courier, at the address set forth above, or at such other address of which prior written notice has been provided to us, that we elect not to renew this Letter of Credit for such additional ~~one (1) year~~ 364 day period.

**Original Paragraph 8**

8. As used herein:

“Authorized Officer” shall mean President, Treasurer, any Vice President, any Assistant Treasurer or any other person holding an equivalent title.

“Availability Certificate” shall mean a certificate substantially in the form of Annex 3 hereto, appropriately completed and duly signed by an Authorized Officer of the Beneficiary.

“Business Day” shall mean any day on which commercial banks are not authorized or required to close in New York, NY and any day on which payments can be effected on the Fed wire system.

“Master Standard Service Offer Supply Agreement” shall mean that certain Master Standard Service Offer Supply Agreement between the Applicant and the Beneficiary, dated \_\_\_\_\_.

**Acceptable Modifications to Paragraph 8**

### Original Paragraph 9

9. This Letter of Credit is assignable and transferable, in accordance with Annex 6, to an entity certified by you to us in the form of Annex 6, and we hereby consent to such assignment or transfer, provided that this Letter of Credit may not otherwise be amended or modified without consent from us, you and the Applicant, and, except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the “UCP”). Any and all banking charges, transfer fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

### Acceptable Modifications to Paragraph 9

- 9.1 This Letter of Credit is assignable and transferable, in ~~accordance with Annex 6, its entirety,~~ and not in part, to an entity certified by you to us in the form of Annex 6, and we hereby consent to such assignment or transfer, provided that this Letter of Credit may not otherwise be amended or modified without consent from us, you and the Applicant, and, except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the “UCP”). Any and all banking charges, transfer fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.
- 9.2 This Letter of Credit is assignable and transferable, in accordance with Annex 6, to an entity certified by you to us in the form of Annex 6, ~~and we hereby~~ upon our receipt of a transfer request in the form of Annex 6 at our above stated place of presentation and upon our consent to such assignment or transfer, provided that this Letter of Credit may not otherwise be amended or modified without consent from us, you and the Applicant, and, except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the “UCP”). Any and all banking charges, transfer fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.
- 9.3 This Letter of Credit is assignable and transferable, in accordance with Annex 6, to an entity certified by you to us in the form of Annex 6, and we hereby consent to such assignment or transfer, provided that this Letter of Credit may not ~~otherwise~~ be amended or modified without consent from us, you and the Applicant, and, except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the “UCP”). Any and all banking charges, transfer fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

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- 9.4 This Letter of Credit is assignable and transferable, in accordance with Annex 6, to an entity certified by you to us in the form of Annex 6, and we hereby consent to such assignment or transfer, provided that this Letter of Credit may not otherwise be amended or modified without consent from us, you and the Applicant, and, except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits - 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the "UCP"). [Transfers to designated foreign nationals are not permitted as being contrary to the U.S. Treasury Department or Foreign Assets Controls Regulations.](#) Any and all banking charges, transfer fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

**Original Paragraph 10**

10. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 6 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 set forth above.

**Acceptable Modifications to Paragraph 10**

**December 20, 2018**

**Original Paragraph 11**

11. We certify that as of \_\_\_\_\_(date) we \_\_\_\_\_ (“Bank”) satisfy the minimum long-term senior unsecured debt rating of “A-” from S&P Global Ratings or “A3” from Moody’s Investors Service, Inc.

**Acceptable Modifications to Paragraph 11**



**Original Paragraph 12**

**12. The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through us referencing this Letter of Credit No. \_\_\_\_\_. Partial drawings are permitted hereunder. Drafts showing amounts in excess of amounts available under this Letter of Credit are acceptable, however, in no event will payment exceed the amount available to be drawn under this Letter of Credit.**

**Acceptable Modifications to Paragraph 12**

**Original Paragraph 13**

13. Faxed document(s) are acceptable. Presentation by fax must be made to fax number \_\_\_\_\_ confirmed by telephone to \_\_\_\_\_.

*To the extent that reference is made to a department or unit in Paragraph 13 for purposes of confirming presentation of documents then the department or unit must be referenced in the same manner as in Annexes 1, 3, and 4.*

**Acceptable Modifications to Paragraph 13**

13.1 ~~Faxed document(s) are~~ Presentation via fax is acceptable. Presentation by fax must be made to fax number \_\_\_\_\_ confirmed by telephone to \_\_\_\_\_.

13.2 Faxed document(s) are acceptable. Presentation by fax must be made to fax number \_\_\_\_\_ confirmed by telephone to \_\_\_\_\_ (or at such other phone number or fax number as may be specified from time to time in writing by the Bank to the Beneficiary).

**Original Paragraph 14**

14. In the event of act of God, riot, civil commotion, insurrection, war, terrorism or any strikes or lock outs, or any cause beyond our control, that interrupts our business, and causes the place for presentation of this Letter of Credit to be closed for business on the last day of presentation, the expiration date of this Letter of Credit shall be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

**Acceptable Modifications to Paragraph 14**

**Original Paragraph 15**

15. This original Letter of Credit has been sent to the Beneficiary located at \_\_\_\_\_ (as per Applicant's instructions). Any demands or communications in the form of the attached Annexes (except for Annex 5) or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of the Beneficiary. Acceptance or rejection of any amendments to this Letter of Credit or any extensions pursuant to Annex 5 must be signed by an Authorized Officer of the Beneficiary.

**Acceptable Modifications to Paragraph 15**

**Original Signature Block**

Very truly yours,

(Bank)

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**Acceptable Modifications to the Signature Block**

S.1 Very truly yours,

(Bank)

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**By: \_\_\_\_\_**

**Name:**

**Title:**

**Original Annex 1**

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: (Bank)  
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under the above-referenced Letter of Credit in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Letter of Credit.

2. Pursuant to Paragraph 2 of the Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, the undersigned is entitled to make a drawing under the Letter of Credit in the aggregate amount of \$ \_\_\_\_\_, inasmuch as (choose one of the following by placing an "X" on the line preceding the statement):

\_\_\_\_\_ (a) An Event of Default has occurred with respect to the Applicant under the Master Standard Service Offer Supply Agreement;

\_\_\_\_\_ (b) The Applicant has failed to supply a substitute letter of credit thirty (30) days prior to the expiration of this Letter of Credit as required by the Master Standard Service Offer Supply Agreement.

3. The amount to be received by Ohio Power Company is \$ \_\_\_\_\_.

4. We acknowledge that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by an amount equal to this drawing.

Very truly yours,

Ohio Power Company

By: \_\_\_\_\_

Name:

Title:

Date:

**Acceptable Modifications to Annex 1**

December 20, 2018

A1.1 ④ To: (Bank)  
(Address)

Attention: ~~Standby Letter of Credit Unit~~ [appropriate name of unit or department]

*Please note that if change ④ is made to Annex 1, change ⑤ to Annex 3 and change ⑥ to Annex 4, must also be made. Further, to the extent that reference is made to a department or unit in Paragraph 13 for purposes of confirming presentation of documents or that reference is made to a department or unit in Annex 6, then the department or unit must be referenced in the same manner as in Annexes 1, 3, and 4.*

⑤ A3.1 To: (Bank)  
(Address)

Attention: ~~Standby Letter of Credit Unit~~ [appropriate name of unit or department]

⑥ A4.1 To: (Bank)  
(Address)

Attention: ~~Standby Letter of Credit Unit~~ [appropriate name of unit or department]

A1.3 2. Pursuant to Paragraph 2 of the Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, the undersigned is entitled to make a drawing under the Letter of Credit in the aggregate amount of U.S.\$ \_\_\_\_\_, inasmuch as (choose one of the following by placing an "X" on the line preceding the statement):

A1.4 3. The amount to be received by Ohio Power Company is U.S.\$ \_\_\_\_\_.

**Original Annex 2**

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_  
\_\_\_\_\_, 20\_\_

ON [Business Day set forth in Paragraph 5]

PAY TO: Ohio Power Company

\$ \_\_\_\_\_

For credit to the account of \_\_\_\_\_.

FOR VALUE RECEIVED AND CHARGE TO ACCOUNT OF LETTER OF CREDIT NO. \_\_\_\_\_ OF

(Bank)  
(Address)

Ohio Power Company

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

**Acceptable Modifications to Annex 2**

A2.1 PAY TO: Ohio Power Company

U.S.\$ \_\_\_\_\_

A2.2 FOR VALUE RECEIVED AND ~~CHARGE TO ACCOUNT OF~~ DRAWN UNDER LETTER OF CREDIT NO.  
\_\_\_\_\_ OF

(Bank)  
(Address)



**Original Annex 3**

**AVAILABILITY CERTIFICATE  
UNDER LETTER OF CREDIT NO. \_\_\_\_\_**

\_\_\_\_\_, 20\_\_

To: (Bank)  
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

Each of the undersigned hereby requests that, in exchange for the above-referenced Letter of Credit, a new letter of credit be issued in the aggregate amount of \$\_\_\_\_\_ (the "New Amount") and to expire on \_\_\_\_\_(date), but otherwise in the form of the above-referenced Letter of Credit.

Please acknowledge your intention to issue such new letter of credit in the New Amount upon the surrender of the above-referenced Letter of Credit by signing the attached acknowledgment copy hereof and forwarding it to:

[Beneficiary's Address]

Very truly yours,

Ohio Power Company

By: \_\_\_\_\_

Name:

Title:

Date:

Agreed and Accepted

(Bank)

By: \_\_\_\_\_

Title:

Date:

APPLICANT NAME

By:

Name:

Title:

Date:

### Acceptable Modifications to Annex 3

A3.1 ⑤ To: (Bank)  
(Address)

Attention: ~~Standby Letter of Credit Unit~~ [appropriate name of unit or department]

*Please note that if change ⑤ is made to Annex 3, change ④ to Annex 1 and change ⑥ to Annex 4, must be also be made. Further, to the extent that reference is made to a department or unit in Paragraph 13 for purposes of confirming presentation of documents or that reference is made to a department or unit in Annex 6, then the department or unit must be referenced in the same manner as in Annexes 1, 3, and 4.*

④ A1.1 To: (Bank)  
(Address)

Attention: ~~Standby Letter of Credit Unit~~ [appropriate name of unit or department]

⑥ A4.1 To: (Bank)  
(Address)

Attention: ~~Standby Letter of Credit Unit~~ [appropriate name of unit or department]

A3.2 Each of the undersigned hereby requests that, in exchange for the above-referenced Letter of Credit, a new letter of credit be issued in the aggregate amount of U.S.\$\_\_\_\_\_ (the "New Amount") and to expire on \_\_\_\_\_(date), but otherwise in the form of the above-referenced Letter of Credit.

**Original Annex 4**

CERTIFICATE OF EXPIRATION  
OF LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: (Bank)  
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without payment. Attached hereto is said Letter of Credit, marked cancelled.

Ohio Power Company

By: \_\_\_\_\_

Name:

Title:

Date:

cc: \_\_\_\_\_ (Applicant Name)

**Acceptable Modifications to Annex 4**

A4.1 ⑥ To: (Bank)  
(Address)

Attention: ~~Standby Letter of Credit Unit~~ [\[insert alternate department name\]](#)

*Please note that if change ⑥ is made to Annex 4, change ④ to Annex 1 and change ⑤ to Annex 3, must be also be made. Further, to the extent that reference is made to a department or unit in Paragraph 13 for purposes of confirming presentation of documents or that reference is made to a department or unit in Annex 6, then the department or unit must be referenced in the same manner as in Annexes 1, 3, and 4.*

④ A1.1 To: (Bank)  
(Address)

Attention: ~~Standby Letter of Credit Unit~~ [\[insert alternate department name\]](#)

**December 20, 2018**

⑤ A3.1 To: (Bank)  
(Address)

Attention: ~~Standby Letter of Credit Unit~~[\[insert alternate department name\]](#)

A4.2 The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without payment. Attached hereto is said Letter of Credit, marked cancelled, [along with all amendments if any.](#)

**Original Annex 5**

NOTICE OF EXTENSION  
OF LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_, 20\_\_

To: Ohio Power Company

Attention: Credit Risk Management

Re: Our Letter of Credit No. \_\_\_\_\_ presently in the aggregate amount of USD \_\_\_\_\_ issued for the account of \_\_\_\_\_ and expiring on \_\_\_\_\_.

On the expiration date of the Letter of Credit No. \_\_\_\_\_, we will issue a new Letter of Credit No. \_\_\_\_\_ to expire on \_\_\_\_\_ (date). This new Letter of Credit No. \_\_\_\_\_ will, aside from the expiration date, be in the amount and form of our Letter of Credit No. \_\_\_\_\_.

Very truly yours,

BANK \_\_\_\_\_

By:  
Name:  
Title:  
Date:

Ohio Power Company

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

cc: \_\_\_\_\_ (Applicant Name)

**Acceptable Modifications to Annex 5**

**Original Annex 6**

**NOTICE OF TRANSFER  
OF LETTER OF CREDIT NO. \_\_\_\_\_**

\_\_\_\_\_, 20\_\_

To:  
[Bank]  
[Bank Address]

To Whom It May Concern:  
Re: Credit \_\_\_\_\_  
Issued by \_\_\_\_\_  
Advice No \_\_\_\_\_

For the value received, the undersigned Beneficiary hereby irrevocably transfers to:

\_\_\_\_\_  
(Name of transferee)

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

all rights of the undersigned Beneficiary to draw under the above Letter of Credit in its entirety.

By this transfer, all rights of the undersigned Beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments, whether increases, extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised direct to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The advice of such Letter of Credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

Very truly yours,

Ohio Power Company

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

The above signature with title as stated conforms to that on file with us and is authorized for the execution of said instruments.

(Name of authenticating party)

\_\_\_\_\_  
(Authorized signature of authenticating party)  
Name  
Title

To the extent that reference is made to a department or unit in Annex 6 then the department or unit must be referenced in the same manner as in Annexes 1, 3, and 4.

### Acceptable Modifications to Annex 6

A6.1 ⑦ To Whom It May Concern:

Re: Irrevocable Standby Letter of Credit \_\_\_\_\_

Issued by \_\_\_\_\_

Advice No. \_\_\_\_\_

Please note that change ⑦ to Annex 6 is only acceptable if EITHER change ① to the Preamble and change ② to Paragraph 1 are made together, OR if change ③ to the Preamble and change ② to Paragraph 1 are made together.

① P.1 IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

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

Letter of Credit No. \_\_\_\_\_

② 1.1 We hereby establish in your favor this **irrevocable** transferable Irrevocable Standby Letter of Credit (this "Letter of Credit") for the account of \_\_\_\_\_ (the "Applicant"), in the aggregate amount of \$\_\_\_\_\_, effective immediately and available to you at sight upon demand at our counters at \_\_\_\_\_ (location) and expiring 364 days from date of issuance or any extension thereof (in the form of Annex 5), unless terminated earlier or automatically extended in accordance with the provisions hereof or otherwise extended.

OR

③ P.2 IRREVOCABLE STANDBY LETTER OF CREDIT

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

Letter of Credit No. \_\_\_\_\_

② 1.1 We hereby establish in your favor this **irrevocable** transferable Irrevocable Standby Letter of Credit (this "Letter of Credit") for the account of \_\_\_\_\_ (the "Applicant"), in the aggregate amount of \$\_\_\_\_\_, effective immediately and available to you at sight upon demand at our counters at \_\_\_\_\_ (location) and expiring 364 days from date of issuance or any extension thereof (in the form of Annex 5), unless terminated earlier or automatically extended in accordance with the provisions hereof or otherwise extended.

A6.2 To Whom It May Concern:

Re: Letter of Credit No. \_\_\_\_\_

Issued by \_\_\_\_\_

~~Advice No.~~ \_\_\_\_\_

A6.3 For the value received, the undersigned Beneficiary hereby irrevocably transfers to:

\_\_\_\_\_  
(Name of Transferee)

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

(herein called the "Transferee").

all rights of the undersigned Beneficiary to draw under the above Letter of Credit in its entirety.

A6.4 The advice of such original Letter of Credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

A6.5 The advice of such Letter of Credit and all amendments (if any), is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

A6.6 The advice of such Letter of Credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

We certify that this Transfer request is not in violation of any federal or state laws and further confirm our understanding that the execution of this Transfer request by you is subject to compliance with all legal requirements and related procedures implemented by your Bank under applicable laws of the United States of America.

A6.7 (Name of Beneficiaries' Bank as authenticating party)

\_\_\_\_\_  
(Authorized signature of authenticating party)  
Name  
Title

A6.8 \_\_\_\_\_  
(Authorized signature of authenticating party)  
Name  
Title

Date: \_\_\_\_\_