February 7, 2024

March 2024 Auction
Acceptable Modifications to the Pre-Bid Security Documents

This document contains a list of modifications to the Sample Pre-Bid Security Documents that are **ACCEPTABLE** to AEP Ohio on an optional basis.

Any Sample Pre-Bid Security Document relevant to the March 2024 auction is available on the *"Information – Documents"* page of the CBP website.

Acceptable Modifications to the Pre-Bid Letter of Credit

Original Heading of the Letter of Credit
___________________________ [Date]

Acceptable Modifications to the Heading of the Letter of Credit

H.1 ① ___________________________ [Date of Issuance]

Please note that change ① to the Heading of the Letter of Credit is only acceptable if change ② is made to Paragraph 1.

② 1.6 We hereby establish in your favor this irrevocable Letter of Credit (this "Letter of Credit") for the account of _______________________("the Bidder"), in the amount of $________________, effective immediately and available to you at sight upon demand at our counters at __________________[location] and expiring on ___________[date] which is at least 60 calendar days from ~~date of issuance~~ Date of Issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

H.2 ③ Irrevocable Standby Letter of Credit

___________________________ [Date]

Please note that change ③ to the Heading of the Letter of Credit is only acceptable if change ④ is made to the Beneficiary.

④ B.2 Irrevocable Standby Letter of Credit No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

H.3 ⑤ Date of Issuance: ______________________________ [Date]

Please note that change ⑤ to the Heading of the Letter of Credit is only acceptable if change ⑥ is made to Paragraph 1.

⑥ 1.6 We hereby establish in your favor this irrevocable Letter of Credit (this "Letter of Credit") for the account of _________________________("the Bidder"), in the amount of $_________________, effective immediately and available to you at sight upon demand at our counters at ____________________[location] and expiring on ____________[date] which is at least 60 calendar days from ~~date of issuance~~ Date of Issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

H.4 Issue Date: ______________________________ [Date]

Original Beneficiary

Letter of Credit No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

Acceptable Modifications to Beneficiary

B.1 Letter of Credit No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

Applicant: (Full name and address)

B.2 Irrevocable Standby Letter of Credit No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

B.3 Letter of Credit No. _______________

To Beneficiary: Ohio Power Company, an Ohio corporation ("AEP Ohio")
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

B.4 Letter of Credit No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

Issue of a Standby Letter of Credit

B.5 Letter of Credit No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")
1 Riverside Plaza, 27th Floor
Columbus, Ohio 43215
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

Original Paragraph 1

1. We hereby establish in your favor this irrevocable Letter of Credit (this “Letter of Credit”) for the account of ______________________(“the Bidder”), in the amount of $_______________, effective immediately and available to you at sight upon demand at our counters at _________________[location] and expiring on ___________[date] which is at least 60 calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

Acceptable Modifications to Paragraph 1

1.1 We hereby establish in your favor this irrevocable Letter of Credit (this “Letter of Credit”) for the account of ______________________(“the Bidder”), in the amount of $_______________, effective immediately and available to you at sight upon demand at our counters at _________________[location] and expiring on ___________[date]~~ which is at least 60 calendar days from date of issuance~~, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

Please note that modification 1.1 is acceptable only if the date listed is at least 60 calendar days from the date of issuance.

1.2 We, [Issuing Bank], hereby establish in your favor this irrevocable Letter of Credit (this “Letter of Credit”) for the account of ______________________(“the Bidder”), in the amount of $_______________, effective immediately and available to you at sight upon demand at our counters at _________________[location] and expiring on ___________[date] which is at least 60 calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended

1.3 We hereby establish in your favor this irrevocable Letter of Credit (this “Letter of Credit”) for the account of ______________________(“the Bidder”), in the amount of U.S. $_______________, effective immediately and available to you at sight upon demand at our counters at _________________[location] and expiring on ___________[date] which is at least 60 calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

1.4 We hereby establish in your favor this irrevocable Letter of Credit (this “Letter of Credit”) for the account of ______________________(“the Bidder”), in the amount of $_______________ [Amount in Words], effective immediately and available to you at sight upon demand at our counters at _________________[location] and expiring on ___________[date] which is at least 60 calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

1.5 We hereby establish in your favor this irrevocable Standby Letter of Credit (this “Letter of Credit”) for the account of ______________________(“the Bidder”), in the amount of $_______________, effective immediately and available to you at sight upon demand at our counters at _________________[location] and expiring on ___________[date] which is at least 60 calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

1.6 ①We hereby establish in your favor this irrevocable Letter of Credit (this "Letter of Credit") for the account of ______________________("the Bidder"), in the amount of $_______________, effective immediately and available to you at sight upon demand at our counters at _________________[location] and expiring on ___________[date] which is at least 60 calendar days from ~~date of issuance~~Date of Issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

Please note that change ① in Paragraph 1 is only acceptable if change ② or change ③ is made to the Heading of the Letter of Credit.

② H.1 __________________________ [Date of Issuance]

Or

③ H.3 Date of Issuance: __________________________ [Date]

1.7 We hereby establish in your favor this ~~irrevocable~~Irrevocable Standby Letter of Credit (this "Letter of Credit") for the account of ______________________("the Bidder"), in the amount of $_______________, effective immediately and available to you at sight upon demand at our counters at _________________[location] and expiring on ___________[date] which is at least 60 calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

1.8 We hereby establish in your favor this irrevocable Letter of Credit (this "Letter of Credit") for the account of ______________________("the Bidder"), in the amount of ~~$~~USD _______________, effective immediately and available to you at sight upon demand at our counters at _________________[location] and expiring on ___________[date] which is at least 60 calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

1.9 We hereby establish in your favor this irrevocable Letter of Credit (this "Letter of Credit") for the account of ______________________("the Bidder"), in the amount of $_______________, effective immediately and available to you at sight upon demand at our ~~counters~~offices at _________________[location] and expiring on ___________[date] which is at least 60 calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

1.10 We hereby establish in your favor this irrevocable Letter of Credit no.____________ (this "Letter of Credit") for the account of ______________________("the Bidder"), in the amount of $_______________, effective immediately and available to you at sight upon demand at our counters at _________________[location] and expiring on ___________[date] which is at least 60 calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

Original Paragraph 2

2. This Letter of Credit is issued at the request of the Bidder, 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 11 hereof. This Letter of Credit may be drawn by presenting a certificate from you stating that the Bidder:

   a) "has made a material omission or misrepresentation in the Part 1 Application or the Part 2 Application submitted by the Bidder to participate in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement"; or

   b) "has violated the bidding rules for AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement"; or

   c) "has a winning bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement and has failed to execute the Master SSO Supply Agreement within three (3) business days of the acceptance of the results by the Commission"; or

   d) "has a winning bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement and has failed to meet the creditworthiness requirements of the Master SSO Supply Agreement within three (3) business days of the acceptance of the results by the Commission (as defined in the Master SSO Supply Agreement)".

Acceptable Modifications to Paragraph 2

2.1 c) "has a winning bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement and has failed to execute the Master ~~SSO~~ Standard Service Offer ("SSO") Supply Agreement within three (3) business days of the acceptance of the results by the Commission"; or

2.2 d) "has a winning bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement and has failed to meet the creditworthiness requirements of the Master ~~SSO~~ Standard Service Offer ("SSO") Supply Agreement within three (3) business days of the acceptance of the results by the Commission (as defined in the Master SSO Supply Agreement)".

2.3 d) "has a winning bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement and has failed to meet the creditworthiness requirements of the Master SSO Supply Agreement within three (3) business days of the acceptance of the results by the Commission (as defined in the Master ~~SSO~~ Standard Service Offer ("SSO") Supply Agreement)".

2.4 This Letter of Credit is issued at the request of the Bidder, 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 11 hereof. This Letter of Credit may be drawn by presenting a certificate from you, pursuant to Paragraph 3, stating that the Bidder:

2.5 This Letter of Credit is issued at the request of the Bidder, 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 11 hereof. This Letter of Credit may be drawn by presenting the documents specified in Paragraph 3, including a certificate from you in the form of Annex 1, stating that the Bidder:

2.6 This Letter of Credit is issued at the request of the Bidder, 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 11 hereof. This Letter of Credit may be drawn by presenting a dated certificate from you stating that the Bidder:

2.7 This Letter of Credit is issued at the request of the Bidder, and we hereby irrevocably authorize you to draw on us by way of email or fax only, 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 11 hereof. This Letter of Credit may be drawn by presenting a certificate from you stating that the Bidder:

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[1]) 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 AEP Ohio and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of AEP Ohio.

[1] 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.

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~~prior to 11:00 A.M. (prevailing Eastern Time[1]) 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 AEP Ohio and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of AEP Ohio.

[1] 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.

3.2 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~~1~~) 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 AEP Ohio and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of AEP Ohio.

~~1 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 3.2 is acceptable only if the issuing bank is located in the Eastern Time zone.

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[1]) 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 AEP Ohio and (ii) your draft in the form of Annex 2 hereto, ~~appropriately~~ completed and duly signed by an Authorized Officer of AEP Ohio.

[1] 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.

3.4 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[1]) on such Business Day to ______________ [bank], ________________________________ [address], (i) a notice in the form of Annex 1 hereto, duly ~~appropriately~~ completed and ~~duly~~ signed by an Authorized Officer of AEP Ohio and (ii) your draft in the form of Annex 2 hereto, duly ~~appropriately~~ completed and ~~duly~~ signed by an Authorized Officer of AEP Ohio.

[1] 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.

3.5 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 way of email or fax, by no later than 11:00 A.M. (prevailing Eastern Time[1]) 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 AEP Ohio and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of AEP Ohio.

[1] 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.

3.6 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[1]) on such Business Day to ______________ [bank], ~~________________________________ [address],~~ as per Paragraph 12 hereof, (i) a notice in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of AEP Ohio and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of AEP Ohio.

[1] 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.

Original Paragraph 4

4. We hereby agree to honor a drawing hereunder made in compliance with the terms and conditions 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 accounts 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 PM (prevailing Eastern Time) on the date of such drawing if delivery of this requisite document is made prior to 11:00 AM (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 on or after 11:00 AM (prevailing Eastern Time) on any Business Day pursuant to Paragraph 3 hereof.

Acceptable Modifications to Paragraph 4

4.1 We hereby agree to honor a drawing hereunder made in compliance with the terms and conditions of this Letter of Credit by transferring in immediately available funds the Beneficiary's amount specified in the draft delivered to us in connection with such drawing to such accounts 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 PM (prevailing Eastern Time) on the date of such drawing if delivery of this requisite document is made prior to 11:00 AM (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 on or after 11:00 AM (prevailing Eastern Time) on any Business Day pursuant to Paragraph 3 hereof.

Original Paragraph 5

5. 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, 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 5

5.1 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, in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.

Original Paragraph 6

6. This Letter of Credit shall automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you and payment by us of the drawings in an amount equal to the maximum amount available to be made hereunder, (ii) the date we receive from you a Certificate of Expiration in the form of Annex 3 hereto, or (iii) the above-stated expiration date hereof.

Acceptable Modifications to Paragraph 6

6.1 ①This Letter of Credit shall automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you and payment by us of the drawings in an amount equal to the maximum amount available to be made hereunder, (ii) the date we receive from you a Certificate of ~~Expiration~~ Cancellation in the form of Annex 3 hereto, or (iii) the above-stated expiration date hereof.

Please note that change ① to Paragraph 6 is only acceptable if change ② is made to Annex 3.

② A3.2 CERTIFICATE OF ~~EXPIRATION~~ CANCELLATION

Original Paragraph 7

7. As used herein:

"Authorized Officer" means President, Treasurer, any Vice President, any Assistant Treasurer, the Director of Credit Risk Management, or any other person holding an equivalent title.

"Business Day" means 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.

Acceptable Modifications to Paragraph 7

7.1 As used herein:

"Authorized Officer" of AEP Ohio means President, Treasurer, any Vice President, any Assistant Treasurer, the Director of Credit Risk Management, or any other person holding an equivalent title.

"Business Day" means 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.

Original Paragraph 8

8. This Letter of Credit is not transferable, 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"). All banking charges are for the account of the Bidder. 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 8

8.1 This Letter of Credit is not transferable, 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"). All banking charges are for the account of the Bidder. 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 9

9. 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 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.

Acceptable Modifications to Paragraph 9

Original Paragraph 10

10. 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 10

Original Paragraph 11

11. 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/multiple 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 11

11.1 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~~by us referencing this Letter of Credit No. ___. Partial/multiple 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.

11.2 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/multiple 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.

Original Paragraph 12

12. Faxed document(s) and document(s) presented by electronic means are acceptable. Presentation by fax must be made to fax number ____________________ and confirmed by telephone to our Standby Letter of Credit Unit at _______________. Presentation by electronic means must be made by your email address Columbus_Credit@aep.com or AEP-CBP@nera.com to the following email address: _______________, and confirmed by telephone to our Standby Letter of Credit Unit at _______________.

Acceptable Modifications to Paragraph 12

12.1 ①Faxed document(s) and document(s) presented by electronic means are acceptable. Presentation by fax must be made to fax number ____________________ and confirmed by telephone to our ~~Standby Letter of Credit Unit~~[*Insert Alternate Department Name Here*] at _______________. Presentation by electronic means must be made by your email address Columbus_Credit@aep.com or AEP-CBP@nera.com to the following email address: _______________, and confirmed by telephone to our ~~Standby Letter of Credit Unit~~[*Insert Alternate Department Name Here*] at _______________.

Please note that change ① to Paragraph 12 is only acceptable if change ② is made to Annex 1. Change ③ to Annex 3 may also be made.

② A1.1 To: [Bank]
[Address]

Attention: ~~Standby Letter of Credit Unit~~[*Insert Alternate Department Name Here*]

③ A3.1 To: [Bank]
[Address]

Attention: ~~Standby Letter of Credit Unit~~[*Insert Alternate Department Name Here*]

12.2 Faxed document(s) and document(s) presented by electronic means are acceptable. Presentation by fax must be made to fax number ____________________ and confirmed by telephone to our Standby Letter of Credit Unit at _______________ or at such other phone number or fax number as may be specified from time to time in writing by the Issuing Bank to the Beneficiary. Presentation by electronic means must be made by your email address Columbus_Credit@aep.com or AEP-CBP@nera.com to the following email address: _______________, and confirmed by telephone to our Standby Letter of Credit Unit at _______________.

12.3 Faxed document(s) and document(s) presented by electronic means are acceptable. Presentation by fax must be made to fax number ____________________ and confirmed by telephone to our Standby Letter of Credit Unit at _______________. Any such documents presented by facsimile transmission are deemed to be effective as originals. Presentation by electronic means must be made by your email address Columbus_Credit@aep.com or AEP-CBP@nera.com to the following email address: _______________, and confirmed by telephone to our Standby Letter of Credit Unit at _______________.

12.4 Faxed document(s) and document(s) presented by electronic means are acceptable. Presentation by fax must be made to fax number ____________________ and confirmed by email at _______________ or by telephone to our Standby Letter of Credit Unit at _______________. Presentation by electronic means must be made by your email address Columbus_Credit@aep.com or AEP-CBP@nera.com to the following email address: _______________, and confirmed by telephone to our Standby Letter of Credit Unit at _______________.

12.5 Faxed document(s) and document(s) presented by electronic means are acceptable. Presentation by fax must be made to fax number ____________________ and confirmed by telephone to our Standby Letter of Credit Unit at _______________. Presentation by electronic means must be made by your email address Columbus_Credit@aep.com or AEP-CBP@nera.com to the following email address: _______________, and confirmed by telephone to our Standby Letter of Credit Unit at _______________. Presentation sent via email require that such email and / or document(s) to be password protected with password sent via separate email. Such document(s) presented by fax or email transmission are deemed to be effective as originals.

12.6 Faxed document(s) and document(s) presented by electronic means are acceptable. Presentation by fax must be made to fax number ____________________ and confirmed by telephone to our Standby Letter of Credit Unit at _______________. Presentation by electronic means must be made by your email address Columbus_Credit@aep.com or AEP-CBP@nera.com to the following email address: _______________, and confirmed by telephone to our Standby Letter of Credit Unit at _______________. Any such documents presented by facsimile or email transmission are deemed to be effective as originals.

12.7 Faxed document(s) and document(s) presented by electronic means are acceptable. Presentation by fax must be made to fax number ____________________ and confirmed by telephone to our Standby Letter of Credit Unit at _______________. Presentation by electronic means must be made by your email address Columbus_Credit@aep.com ~~or AEP-CBP@nera.com~~ to the following email address: _______________, and confirmed by telephone to our Standby Letter of Credit Unit at _______________.

12.8 Faxed document(s) and document(s) presented by electronic means are acceptable. Presentation by fax must be made to fax number ____________________ and confirmed by telephone to our Standby Letter of Credit Unit at _______________. Presentation by electronic means must be made by your email address Columbus_Credit@aep.com or AEP-CBP@nera.com to the following email address: _______________, and confirmed by telephone to our Standby Letter of Credit Unit at _______________. Any such drawing documents sent by facsimile / e-mail are deemed to be effective as original.

Original Paragraph 13

13. 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 13

Original Paragraph 14

14. This original Letter of Credit has been sent via electronic means only to the Auction Manager for AEP Ohio's Competitive Bidding Process at AEP-CBP@nera.com. We understand that the Auction Manager holds the Letter of Credit for the benefit of AEP Ohio. We confirm that the electronic PDF file of the Letter of Credit serves as the operative instrument. AEP Ohio may use the electronic PDF file of the Letter of Credit as it would a hardcopy original. The aggregate amount paid to AEP Ohio during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of AEP Ohio. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer of AEP Ohio or an Authorized Officer of the Auction Manager on behalf of AEP Ohio. An Authorized Officer of the Auction Manager means any Director, any Managing Director, or any Senior Managing Director of NERA.

Very truly yours,

[Bank]

____

By:______________________________
Name:
Title:

By:______________________________
Name:
Title:

Acceptable Modifications to Paragraph 14

14.1

Very truly yours,

[Bank]

____

By:______________________________
Name:
Title:

~~By:~~
~~Name:~~
~~Title:~~

14.2 This original Letter of Credit has been sent ~~via electronic means only~~ to the Auction Manager for AEP Ohio's Competitive Bidding Process via electronic means to ~~at~~ AEP-CBP@nera.com only. We understand that the Auction Manager holds the Letter of Credit for the benefit of AEP Ohio. We confirm that the electronic PDF file of the Letter of Credit serves as the operative instrument. AEP Ohio may use the electronic PDF file of the Letter of Credit as it would a hardcopy original. The aggregate amount paid to AEP Ohio during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of AEP Ohio. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer of AEP Ohio or an Authorized Officer of the Auction Manager on behalf of AEP Ohio. An Authorized Officer of the Auction Manager means any Director, any Managing Director, or any Senior Managing Director of NERA.

Very truly yours,

[Bank]

____

By:______________________________
Name:
Title:

By:______________________________
Name:
Title:

14.3 This original Letter of Credit has been sent via electronic means only to the Auction Manager for AEP Ohio's Competitive Bidding Process at AEP-CBP@nera.com. We understand that the Auction Manager holds the Letter of Credit for the benefit of AEP Ohio. We confirm that the electronic PDF file of the Letter of Credit serves as the operative instrument. AEP Ohio may use the electronic PDF file of the Letter of Credit as it would a hardcopy original. The aggregate amount paid to AEP Ohio during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of AEP Ohio. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer of AEP Ohio or an Authorized Officer of the Auction Manager on behalf of AEP Ohio. An Authorized Officer of the Auction Manager means any Director, any Managing Director, or any Senior Managing Director of NERA.

~~Very truly yours~~Yours faithfully,

[Bank]

____

By:____________________________
Name:
Title:

By:____________________________
Name:
Title:

14.4 This original Letter of Credit which bears our electronic signatures has been sent via electronic means only to the Auction Manager for AEP Ohio's Competitive Bidding Process at AEP-CBP@nera.com. We understand that the Auction Manager holds the Letter of Credit for the benefit of AEP Ohio. We confirm that the electronic PDF file of the Letter of Credit serves as the operative instrument. AEP Ohio may use the electronic PDF file of the Letter of Credit as it would a hardcopy original. The aggregate amount paid to AEP Ohio during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of AEP Ohio. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer of AEP Ohio or an Authorized Officer of the Auction Manager on behalf of AEP Ohio. An Authorized Officer of the Auction Manager means any Director, any Managing Director, or any Senior Managing Director of NERA.

Very truly yours,

[Bank]

____

By:______________________________
Name:
Title:

By:______________________________
Name:
Title:

14.5 This original Letter of Credit has been sent via electronic means only to the Auction Manager for AEP Ohio's Competitive Bidding Process at AEP-CBP@nera.com. We understand that the Auction Manager holds the Letter of Credit for the benefit of AEP Ohio. We confirm that the electronic PDF file of the Letter of Credit serves as the operative instrument. AEP Ohio may use the electronic PDF file of the Letter of Credit as it would a hardcopy original. The aggregate amount paid to AEP Ohio during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of AEP Ohio. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer of AEP Ohio or an Authorized Officer of the Auction Manager on behalf of AEP Ohio. An Authorized Officer of the Auction Manager means any Associate Director, any ~~Managing~~ Director, or any ~~Senior~~ Managing Director of NERA.

Very truly yours,

[Bank]

____

By:______________________________
Name:
Title:

By:______________________________
Name:
Title:

Original Annex 1

Annex 1 to Letter of Credit

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 the Bidder has _______________________ (state reason from conditions (a) – (d) of Paragraph 2).

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

A1.1 ① To: [Bank]
[Address]

Attention: ~~Standby Letter of Credit Unit~~[*Insert Alternate Department Name Here*]

Please note that change ① to Annex 1 is only acceptable if change ② is made to Paragraph 12. Change ③ to Annex 3 may also be made.

②12.1 Faxed document(s) and document(s) presented by electronic means are acceptable. Presentation by fax must be made to fax number ____________________ and confirmed by telephone to our ~~Standby Letter of Credit Unit~~[*Insert Alternate Department Name Here*] at _______________. Presentation by electronic means must be made by your email address Columbus_Credit@aep.com or AEP-CBP@nera.com to the following email address: _______________, and confirmed by telephone to our ~~Standby Letter of Credit Unit~~[*Insert Alternate Department Name Here*] at _______________.

③ A3.1 To: [Bank]
[Address]

Attention: ~~Standby Letter of Credit Unit~~[*Insert Alternate Department Name Here*]

A1.2 The undersigned is making a drawing under the above-referenced Letter of Credit (the "Letter of Credit") in the amount specified below and hereby certifies to you as follows:

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 $_______, inasmuch as the Bidder has _______________________ (state reason from conditions (a) – (d) of Paragraph 2).

A1.4 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 the Bidder has _______________________ (state reason from conditions (a) – (d) of Paragraph 2).

A1.5 3. The amount to be received by Ohio Power Company is U.S.$___________.

A1.6 DRAWING UNDER [*Insert Bank Name Here*] LETTER OF CREDIT NO. ________

_______________, 20__

A1.7 ④ DRAWING UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. ________

_______________, 20__

Please note that change ④ to Annex 1 is only acceptable if change ⑤ is made to B.2.

⑤ B.2 Irrevocable Standby Letter of Credit No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

A1.8 3. The amount to be received by Ohio Power Company is US $___________.

A1.9 ⑥ Annex 1 to Irrevocable Letter of Credit No. _____

⑦ DRAWING UNDER IRREVOCABLE LETTER OF CREDIT NO. ________

_______________, 20__

Please note that changes ⑥ and ⑦ to Annex 1 are only acceptable if change ⑧ is made to B.2.

⑧ B.2 Irrevocable Letter of Credit No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

Original Annex 2

Annex 2 to Letter of Credit

DRAWING UNDER LETTER OF CREDIT NO. ________

______________, 20__

ON [Business Day pursuant to Paragraph 4]

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 ("AEP Ohio")

A2.2 PAY TO: Ohio Power Company

U.S.$ ________________________________

A2.3 DRAWING UNDER *[Insert Bank Name Here]* LETTER OF CREDIT NO. ________

A2.4 FOR VALUE RECEIVED AND ~~CHARGE TO ACCOUNT OF~~ DRAWN UNDER LETTER OF CREDIT NO. ____________ OF

A2.5 ① DRAWING UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. ________

Please note that change ① to Annex 2 is only acceptable if change ② is made to B.2.

② B.2 Irrevocable Standby Letter of Credit No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

A2.6 PAY TO: Ohio Power Company

US $ _________________________________

A2.7 ③ Annex 2 to Irrevocable Letter of Credit No. _____

④ DRAWING UNDER IRREVOCABLE LETTER OF CREDIT NO. ________

Please note that changes ③ and ④ to Annex 2 are only acceptable if change ⑤ is made to B.2.

⑤ B.2 Irrevocable Letter of Credit No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

Original Annex 3

Annex 3 to Letter of Credit

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.

Ohio Power Company

By ______________________________________
Name:
Title:
Date:

cc: ___________________________ [Bidder]

Acceptable Modifications to Annex 3

A3.1 ① To: [Bank]
[Address]

Attention: ~~Standby Letter of Credit Unit~~[*Insert Alternate Department Name Here*]

You may make change ① to Annex 3. Change ② to Paragraph 12 and change ③ to Annex 1 must be made together.

②12.1 Faxed document(s) and document(s) presented by electronic means are acceptable. Presentation by fax must be made to fax number ____________________ and confirmed by telephone to our ~~Standby Letter of Credit Unit~~[*Insert Alternate Department Name Here*] at _______________. Presentation by electronic means must be made by your email address Columbus_Credit@aep.com or AEP-CBP@nera.com to the following email address: _______________, and confirmed by telephone to our ~~Standby Letter of Credit Unit~~[*Insert Alternate Department Name Here*] at _______________.

③ A1.1 To: [Bank]
[Address]

Attention: ~~Standby Letter of Credit Unit~~[*Insert Alternate Department Name Here*]

A3.2 ④ CERTIFICATE OF ~~EXPIRATION~~ CANCELLATION

Please note that change ④ to Annex 3 is only acceptable if change ⑤ is made to Paragraph 6.

⑤6.1 This Letter of Credit shall automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you and payment by us of the drawings in an amount equal to the maximum amount available to be made hereunder, (ii) the date we receive from you a Certificate of ~~Expiration~~ Cancellation in the form of Annex 3 hereto, or (iii) the above-stated expiration date hereof.

A3.3 Ohio Power Company

By ___________________________________
Name:
Title:
Date:

~~cc: ______________________________ [Bidder]~~

A3.4 CERTIFICATE OF EXPIRATION
OF [*Insert Bank Name Here*] LETTER OF CREDIT NO. ________

A3.5 The undersigned hereby certifies to you that the above referenced Letter of Credit issued by [*Insert Bank Name Here*] may be cancelled without payment.

A3.6 ⑥ CERTIFICATE OF EXPIRATION
OF IRREVOCABLE STANDBY LETTER OF CREDIT NO. ________

Please note that change ⑥ to Annex 3 is only acceptable if change ⑦ is made to B.2.

⑦ B.2 Irrevocable Standby Letter of Credit No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

A3.7 ⑧ Annex 3 to Irrevocable Letter of Credit No. _____

⑨ CERTIFICATE OF EXPIRATION
OF IRREVOCABLE LETTER OF CREDIT NO. ________

Please note that changes ⑧ and ⑨ to Annex 3 are only acceptable if change ⑩ is made to B.2.

⑩ B.2 Irrevocable Letter of Credit No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")
c/o National Economic Research Associates, Inc. ("NERA")
Auction Manager
Via email: AEP-CBP@nera.com

The administrative notes below are ONLY acceptable after the signature block.

1. In case of need please be guided by the following:

   For questions relating to issuance/amendment of commercial and standby letters of credit, as well as clarification of LC terms and conditions, please call [Contact Name 1] at [Phone Number 1], [Contact Name 2] at [Phone Number 2] or [Contact Name 3] at [Phone Number 3].

   For questions relating to status of documents or drawing(s) that have already been presented and/or the respective payment, please call: [Contact Name 4] at [Phone Number 4] or via fax at [Fax Number 1] or [Fax Number 2].

2. We hereby engage with you that all documents drawn under and in compliance with the terms of this letter of credit will be duly honored upon presentation for payment on or before the expiry date of this letter of credit.

3. This Standby Letter of Credit is issued subject to the uniform customs and practice for documentary credit (2007 revision, International Chamber of Commerce, Paris, France, Publication no. 600) and engages us in accordance with the terms thereof.

Acceptable Modifications to Letter of Intent to Provide a Guaranty

____________________________ [Date]

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")

Ladies and Gentlemen,

We have been asked to provide a financial guaranty on behalf of __________ ("Bidder") should Bidder become an SSO Supplier pursuant to its bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement.

Our relationship with Bidder is that of _____________[parent, affiliate, etc.]. Our senior unsecured debt rating meets the Minimum Rating as defined in the Master Standard Service Offer ("SSO") Supply Agreement.

We have confidence in Bidder's management and in its project development, implementation and operational capabilities.

Should there be no material change in affairs, we would consider providing a financial guaranty on behalf of Bidder, such that our liability does not exceed $____________[amount]. We understand that this amount would be in excess of the amount of any guaranty that we have provided on behalf of Bidder. This letter, however, should not and cannot be taken as an indication of financing commitment of any kind whatsoever, or an absolute commitment to provide a financial guaranty.

Please feel free to call us if you require any additional information.

Sincerely,

____
Authorized signature of representative of Guarantor

____
Name and Title

Ladies and Gentlemen,

We ____________[Bidder] certify that we have obtained this letter of intent in good faith, and that we know of no action on our part that would significantly impair _____________[Guarantor]'s assessment or its ability to provide us with the support described above.

____
Authorized signature of representative of Bidder

____
Name and Title

4. ~~Our relationship with Bidder is that of ______________[parent, affiliate, etc.].~~ We are _______ [the parent, an affiliate, etc.] of the Bidder. Our senior unsecured debt rating meets the Minimum Rating as defined in the Master Standard Service Offer ("SSO") Supply Agreement.

5. Our relationship with Bidder is that of ______________[parent, affiliate, etc.]. The ~~Our~~ senior unsecured debt rating of [legal name of guarantor] meets the Minimum Rating as defined in the Master Standard Service Offer ("SSO") Supply Agreement.

6. Please feel free to call us if you require any additional information.

Sincerely,

[legal name of guarantor]

____
Authorized signature of representative of Guarantor

____
Name and Title

NOTE: For modifications 4 and 5 below, a second signature from the same guarantor is acceptable but not required.

7. Please feel free to call us if you require any additional information.

Sincerely,

____
Authorized signature of representative of Guarantor

____
Name and Title

____
Authorized signature of representative of Guarantor

____
Name and Title

8. **Ladies and Gentlemen,**

We ____________[Bidder] certify that we have obtained this letter of intent in good faith, and that we know of no action on our part that would significantly impair _____________[Guarantor]'s assessment or its ability to provide us with the support described above.

____

Authorized signature of representative of Bidder

____

Name and Title

____

Authorized signature of representative of Bidder

____

Name and Title

Acceptable Modifications to Letter of Reference, Sample 1

_________________________ [Date]

Letter of Reference No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")

Ladies and Gentlemen,

We ________________ ("the Bank") are currently the agent on a $__________ [amount] revolving credit facility to ______________ ("Bidder"). At this time, there is sufficient unused availability under the credit facility to issue a letter of credit in the amount of $_______________[amount] on behalf of Bidder in support of its bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement.

We have had a relationship with Bidder since _______[date]. Our relationship with Bidder remains in good standing.

We certify that we, the Bank, satisfy the minimum senior unsecured debt rating of "A-" from S&P Global Ratings or "A3" from Moody's.

Please feel free to call us if you require any additional information.

Sincerely,

____

Authorized signature
Bank
[name] [title]

Ladies and Gentlemen,

We ____________[Bidder] certify that we have obtained this letter of reference in good faith, and that we know of no action on our part that would significantly alter the unused availability under the credit facility mentioned above, or otherwise impair ____________[Bank]'s ability to provide us with the support described above.

____

Authorized signature
Bidder
[name] [title]

Acceptable Modification to Sample 1

1. You must make ALL changes on this page for the modification to be acceptable.

_________________________ [Date]

Letter of Reference No. ______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")

Ladies and Gentlemen,

We _______________ ("the Bank") are currently the agent on a $_________ [amount] revolving credit facility to the following entity: ____________, which revolving credit facility is available to _____________ ("Bidder"). At this time, there is sufficient unused availability under the credit facility to issue a letter of credit in the amount of $______________[amount] on behalf of Bidder in support of its bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement.

We have had a relationship with ________ and Bidder since ______[date]. Our relationship with ________ and Bidder remains in good standing.

We certify that we, the Bank, satisfy the minimum senior unsecured debt rating of "A-" from S&P Global Ratings or "A3" from Moody's.

Please feel free to call us if you require any additional information.

Sincerely,

____
Authorized signature
Bank
[name] [title]

Ladies and Gentlemen,

We ___________[Bidder] certify that we have obtained this letter of reference in good faith, and that we know of no action on our part or the part of our affiliate that would significantly alter the unused availability under the credit facility mentioned above, or otherwise impair ___________[Bank]'s ability to provide us with the support described above.

____
Authorized signature
Bidder
[name] [title]

Acceptable Modification to Sample 1
2. You must make ALL changes on this page for the modification to be acceptable.

____________________________ [Date]

Letter of Reference No. _______________

To: Ohio Power Company, an Ohio corporation (“AEP Ohio”)

Ladies and Gentlemen,

We ________________ (“the Bank”) are currently the agent on a $__________ [amount] Uncommitted and $__________ [amount] Committed Revolving Credit Facility to ______________ (“Bidder”). At this time, there is sufficient unused availability under the credit facility to issue a letter of credit in the amount of $_______________[amount] on behalf of Bidder in support of its bid in AEP Ohio’s Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer (“SSO”) Supply Agreement.

We have had a relationship with Bidder since _______[date]. As of _______[date of this letter] hereof, our relationship with Bidder remains in good standing.

We certify that we, the Bank, satisfy the minimum senior unsecured debt rating of “A-” from S&P Global Ratings or “A3” from Moody’s as of __________[date].

Please feel free to call us if you require any additional information.

Sincerely,

____
Authorized signature
Bank
[name] [title]

Ladies and Gentlemen,

We ____________[Bidder] (“Bidder”) certify that we have obtained this letter of reference in good faith, and that we know of no action on our part that would significantly alter the unused availability under the credit facility mentioned above, or otherwise impair ____________[Bank]’s ability to provide us with the support described above.

____
Authorized signature
Bidder
[name] [title]

Acceptable Modifications to Letter of Reference, Sample 2

____________________________ [Date]

Letter of Reference No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")

Ladies and Gentlemen:

We ________________ ("the Bank") are currently the agent on the credit agreements to ______________________ ("Bidder"). Bidder has ___________[amount] of unused credit facilities at our bank available for borrowing under the terms and conditions of these credit agreements. Such a loan could be used as a cash deposit in support of Bidder's bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement.

We have had a relationship with Bidder since _______[date]. Our relationship with Bidder remains in good standing.

We certify that we, the Bank, satisfy the minimum senior unsecured debt rating of "A-" from S&P Global Ratings or "A3" from Moody's.

Please feel free to call us if you require any additional information.

Sincerely,

____
Authorized signature
[Bank]
[name] [title]

Ladies and Gentlemen,

We ____________[Bidder] certify that we have obtained this letter of reference in good faith, and that we know of no action on our part that would significantly alter the amount of unused credit facilities mentioned above, or otherwise impair ____________[Bank]'s ability to provide us with the support described above.

____
Authorized signature
[Bidder]
[name] [title]

Acceptable Modification to Sample 2
You must make ALL changes on this page for the modification to be acceptable.

_________________________ [Date]

Letter of Reference No. ______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")

Ladies and Gentlemen:

We _______________ ("the Bank") are currently the agent on the credit agreements to the following entity: _____________, which credit agreement is available to ____________________ ("Bidder"). Bidder has __________[amount] of unused credit facilities at our bank available for borrowing under the terms and conditions of these credit agreements. Such a loan could be used as a cash deposit in support of Bidder's bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement.

We have had a relationship with ___________ and Bidder since ______[date]. Our relationship with _________ and Bidder remains in good standing.

We certify that we, the Bank, satisfy the minimum senior unsecured debt rating of "A-" from S&P Global Ratings or "A3" from Moody's.

Please feel free to call us if you require any additional information.

Sincerely,

____
Authorized signature
[Bank]
[name] [title]

Ladies and Gentlemen,

We ___________[Bidder] certify that we have obtained this letter of reference in good faith, and that we know of no action on our part or the part of our affiliate that would significantly alter the amount of unused credit facilities mentioned above, or otherwise impair ___________[Bank]'s ability to provide us with the support described above.

____
Authorized signature
[Bidder]
[name] [title]

Acceptable Modifications to Letter of Reference, Sample 3

____________________________ [Date]

Letter of Reference No. _______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")

Ladies and Gentlemen,

We have been asked to provide a letter of reference on behalf of __________ ("Bidder") relative to its intentions to bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement.

Our relationship with Bidder has been extensive and has included involvement in a credit facility for $_________[amount] with aggregate lending commitments in excess of $_________[amount].

Should there be no material change in affairs, we would consider extending a letter of credit to Bidder in an amount not to exceed $____________[amount]. This letter, however, should not and cannot be taken as an indication of financing commitment or guaranty of any kind whatsoever, or an absolute commitment to provide any other services.

We certify that we ___________________________ ("Bank") satisfy the minimum senior unsecured debt rating of "A-" from S&P Global Ratings or "A3" from Moody's.

Please feel free to call us if you require any additional information.

Sincerely,

____
Authorized signature
[Bank]
[name] [title]

Ladies and Gentlemen,

We ____________[Bidder] certify that we have obtained this letter of reference in good faith, and that we know of no action on our part that would significantly impair _____________[Bank]'s assessment or its ability to provide us with the support described above.

____
Authorized signature
[Bidder]
[name] [title]

Acceptable Modification to Sample 3
You must make ALL changes on this page for the modification to be acceptable.

_____________________________ [Date]

Letter of Reference No. ________________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")

Ladies and Gentlemen,

We have been asked to provide a letter of reference on behalf of _______________ for ___________ ("Bidder") relative to its intentions to bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement.

Our relationship with ___________ and Bidder has been extensive and has included involvement in a credit facility for $__________[amount] with aggregate lending commitments in excess of $__________[amount].

Should there be no material change in affairs, we would consider extending a letter of credit to Bidder in an amount not to exceed $_____________[amount]. This letter, however, should not and cannot be taken as an indication of financing commitment or guaranty of any kind whatsoever, or an absolute commitment to provide any other services.

We certify that we _____________________________ ("Bank") satisfy the minimum senior unsecured debt rating of "A-" from S&P Global Ratings or "A3" from Moody's.

Please feel free to call us if you require any additional information.

Sincerely,

____
Authorized signature
[Bank]
[name] [title]

Ladies and Gentlemen,

We _____________[Bidder] certify that we have obtained this letter of reference in good faith, and that we know of no action on our part or the part of our affiliate that would significantly impair ______________[Bank]'s assessment or its ability to provide us with the support described above.

____
Authorized signature
[Bidder]
[name] [title]

Acceptable Modification to Sample 3
You must make ALL changes on this page for the modification to be acceptable.

_________________________ [Date]

Letter of Reference No. ______________

To: Ohio Power Company, an Ohio corporation ("AEP Ohio")

Ladies and Gentlemen,

We have been asked to provide a letter of reference on behalf of _________ ("Bidder") relative to its intentions to bid in AEP Ohio's Competitive Bidding Process for purposes of procuring supply under the Master Standard Service Offer ("SSO") Supply Agreement.

Our relationship with Bidder has been extensive and has included involvement in a credit facility for $________[amount] with aggregate unused lending ~~commitments~~availability in excess of $________[amount].

Should there be no material change in affairs, we would consider extending a letter of credit to Bidder in an amount not to exceed $__________[amount]. This letter, however, should not and cannot be taken as an indication of financing commitment or guaranty of any kind whatsoever, or an absolute commitment to provide any other services.

We certify that we _________________________ ("Bank") satisfy the minimum senior unsecured debt rating of "A-" from S&P Global Ratings or "A3" from Moody's.

Please feel free to call us if you require any additional information.

Sincerely,

____
Authorized signature
[Bank]
[name] [title]

Ladies and Gentlemen,

We __________[Bidder] certify that we have obtained this letter of reference in good faith, and that we know of no action on our part that would significantly impair ___________[Bank]'s assessment or its ability to provide us with the support described above.

____
Authorized signature
[Bidder]
[name] [title]