bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Company or its assets.

- 3. <u>Waiver</u>. Guarantor hereby waives:
 - except for the acceptance required from Beneficiary below, notice of acceptance of this Guaranty, notice of the creation or existence of any of the Guaranteed Obligations and notice of any action by the Beneficiary in reliance hereon or in connection herewith;
 - (b) notice of the entry into the Agreement between Company and the Beneficiary and notice of any amendments, supplements or modifications thereto; or any waiver of consent under any Agreement, including waivers of the payment and performance of the obligations thereunder;
 - (c) notice of any increase, reduction or rearrangement of Company's obligations under the Agreement or notice of any extension of time for the payment of any sums due and payable to the Beneficiary under the Agreement;
 - (d) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice of any other kind with respect to the Guaranteed Obligations; and
 - (e) any requirement that suit be brought against, or any other action by the Beneficiary be taken against, or any notice of default or other notice be given to, or any demand be made on, Company or any other person, or that any other action be taken or not taken as a condition to the Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against the Guarantor.
- Subrogation. The Guarantor shall be subrogated to all rights of the Beneficiary 4. against Company in respect of any amounts paid by the Guarantor pursuant to the Guaranty, provided that the Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. §509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of the Beneficiary against Company or any collateral which the Beneficiary now has or acquires, until all of the Guaranteed Obligations shall have been irrevocably paid to the Beneficiary in full. If (a) the Guarantor shall perform and shall make payment to the Beneficiary of all or any part of the Guaranteed Obligations and (b) all the Guaranteed Obligations shall have been paid in full, the Beneficiary shall, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents necessary to evidence the transfer by subrogation to the Guarantor of any interest in the Guaranteed Obligations resulting from such payment by the Guarantor.

5. <u>Notices</u>. All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon delivery, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, or personally delivered. Notices shall be sent to the following addresses:

If to Beneficiary:

Southwestern Electric Power Company c/o American Electric Power Service Corporation 1 Riverside Plaza, 27th Floor Columbus, OH 43215 Attn: Credit Risk Management

If to Guarantor:

[Address]

- 6. **Demand and Payment**. Beneficiary is not entitled to make demand upon Guarantor until (i) ten (10) business days after an invoice due date as provided in Section 12.9 of the Agreement or (ii) an Event of Default (as defined in the Agreement) occurs. Any demand by the Beneficiary for payment hereunder shall be in a writing referencing this Guaranty and the Guaranteed Obligations, signed by a duly authorized representative of the Beneficiary and delivered to the Guarantor pursuant to Paragraph 5 hereof. There are no other requirements of notice, presentment or demand. The Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within ten (10) business days of receipt of such demand.
- 7. <u>Costs and Expenses</u>. In the event Beneficiary engages in litigation to enforce this Guaranty, Guarantor agrees to pay, in addition to any amounts of Company which Guarantor has otherwise guaranteed to pay hereunder, any and all costs and expenses incurred by Beneficiary (including reasonable attorneys' fees) in enforcing this Guaranty.
- 8. <u>No Waiver; Remedies</u>. Except as to applicable statutes of limitation, no failure on the part of Beneficiary to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
- 9. <u>Term; Termination</u>. This Guaranty shall continue in full force and effect from the Effective Date until the earlier of (i) the expiration of the Agreement and (ii) the date that all of the Guaranteed Obligations shall have been fully satisfied (the

"Termination Date"); <u>provided, however</u>, the termination of this Guaranty shall not affect Guarantor's obligations hereunder with respect to any transaction entered into prior to such Termination Date.

- 10. <u>Assignment; Successors and Assigns</u>. Neither Guarantor nor the Beneficiary shall assign its rights or obligations hereunder without the prior written consent of the other party, and any assignment without such prior written consent shall be null and void and of no force or effect. Notwithstanding the foregoing, the Guarantor may without the prior written consent of the Beneficiary assign its rights hereunder to any entity that purchases all or substantially all of the assets of the Guarantor, or upon a permitted assignment of the Agreement, to any entity that shall assume in writing the obligations of the Guarantor, provided such successor entity is organized and domiciled under the laws of the United States and has a credit rating equal or superior to the Guarantor (but in no event worse than at least BBB from Standard and Poor's or Baa2 from Moody's). This Guaranty shall be binding upon and inure to the benefit of the each party hereto and their respective successors and permitted assigns.
- 11. <u>Amendments, Etc</u>. Subject to the Guarantor's right to terminate this Guaranty pursuant to Paragraph 9 hereof, no amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and Beneficiary. No waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by Beneficiary. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.
- 12. <u>Captions</u>. The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.

13. <u>Representation and Warranties</u>.

The Guarantor represents and warrants as follows:

- (a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty [and is an eligible contract participant under United States law].
- (b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.
- (c) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and

other laws of general applicability relating to or affecting creditor's rights and to general equity principles.

- (d) The person signing this Guaranty on Guarantor's behalf has been properly authorized by corporate action to do so.
- (e) Guarantor is an "eligible contract participant" as defined in 12 U.S.C. 5301.
- 14. <u>GOVERNING LAW</u>. THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD OR REFERENCE TO THE CONFLICT OF LAWS PRINCIPLES OF ANY OTHER JURISDICTION. However, if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.
- 15. <u>Entire Agreement and Termination of Prior Guaranty</u>. This Guaranty constitutes the entire agreement and understanding between Guarantor and Beneficiary with respect to the Guaranteed Obligations and supersedes and replaces in its entirety any and all guaranties previously issued by Guarantor to Beneficiary with respect to the Guaranteed Obligations, or any part of them (collectively, "Prior Guaranty"). Notwithstanding the fact that certain of Company's payment obligations that arise prior to the expiration or termination date of the Prior Guaranty (the "Pre-Existing Obligations") may, by the terms of the Prior Guaranty, continue to be guaranteed by the Prior Guaranty after such expiration or termination date, the Prior Guaranty is terminated for all purposes, including purposes of the Pre-Existing Obligations. All Pre-Existing Obligations are hereby deemed to be Guaranteed Obligations for the purposes of this Guaranty.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized representative effective as of this _____ day of _____, ___ ("Effective Date").

By:_____ Name: Title:

ACCEPTED AND AGREED TO THIS _____DAY OF _____, 202___

SOUTHWESTERN ELECTRIC POWER COMPANY

Ву:			
Name:			
Title:			-

EXHIBIT L

FORM OF CONSENT AND AGREEMENT

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this "<u>Consent</u>"), is entered into as of ______, a _____, a mong ______, a _____, a ("<u>Company</u>") and ______, a _____, a ("<u>Assignor</u>"), for the benefit of ______, in its capacity as Security Agent for the Secured Parties described in the Security Agreement referred to below (in such capacity, "<u>Agent</u>").

RECITALS

WHEREAS, Assignor has entered into that certain Financing Agreement, dated as of ______, ____, among Assignor, Agent and the Lenders from time to time parties thereto (collectively, the "Lenders") (as amended, modified and supplemented from time to time, the "Financing Agreement");

WHEREAS, Assignor and Company, entered into that certain Renewable Energy Purchase Agreement, dated as of ______, _____ (as amended, modified, and supplemented from time to time in accordance with the terms hereof, the "Power Purchase Agreement");

WHEREAS, as security for all obligations of the Assignor under the Financing Agreement pursuant to that certain Security Agreement, dated as of _____

____, ____(as amended, modified and supplemented from time to time, the "Security Agreement"), Assignor has granted to the Agent, for the benefit of the Agent and the secured parties under the Financing Documents (the "Secured Parties"), a first-priority security interest in all of Assignor's right, title and interest in, to, and under the Power Purchase Agreement (such rights, the "Assigned Rights"); and

WHEREAS, it is a requirement of the Financing Agreement that Company has executed this Consent.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. <u>Definitions</u>. Unless otherwise defined herein, capitalized terms used in this Consent have the meanings ascribed to them in the Power Purchase Agreement. In addition, the following terms have the meanings set forth below with respect to each term:

"<u>Secured Obligations</u>" means, collectively: all obligations and liabilities of Assignor with respect to: (a) the principal of and interest on all loans made under the Financing Agreement; (b) all other amounts due and to become due to the Agent, the Lenders, or any other financing parties, whether those amounts are due or to become due under the Financing Documents or any other document contemplated thereby, including, without limitation, the expenses, indemnities, and interest that would accrue on any of the foregoing; and (c) the performance and observance of all of the covenants and agreements made by Assignor under and in connection with the Financing Documents.

2. <u>Consent to Assignment</u>.

(a) Company hereby consents to the assignment (pursuant to the Security Agreement) by Assignor to the Agent for the benefit of the Secured Parties of the Assigned Rights as collateral security for the performance of the Secured Obligations (the "Assignment"), and agrees that the Agent (and the other Secured Parties) is not, and does not become, liable for the performance or observance of any of the obligations or duties of Assignor under the Power Purchase Agreement, and that the Agent (nor the other Secured Parties) is not, and does not become, liable to perform or observe any obligations or duties owing to Company, in either case solely by reason of the Assignment, except as otherwise expressly provided in this Consent;

(b) Each of Assignor and Company hereby agrees that, upon Company's receipt of a notice from the Agent of an event of default under the Financing Agreement (an "Event of Default"), the Agent has the right to make all demands that Assignor is entitled to make, give all notices that Assignor is entitled to give, take all actions that Assignor is entitled to take, and exercise all other rights of Assignor under the Power Purchase Agreement; and

(c) Company acknowledges and agrees that it shall not consent to any further assignment, transfer, pledge or hypothecation of the Assigned Rights by Assignor without the prior written consent of the Agent.

3. <u>Representations and Warranties</u>.

(a) Assignor hereby represents and warrants to the Company that: (A) Assignor has the full power and authority (1) to execute, deliver, and perform this Consent, (2) to carry out the transactions contemplated hereby, and (3) to carry on its business as presently conducted; (B) the execution and delivery of this Consent by Assignor and the carrying out by Assignor of the transactions contemplated hereby have been duly authorized by all requisite corporate action; (C) this Consent has been duly executed and delivered by Assignor and constitutes the legal, valid, and binding obligation of Assignor, enforceable against it in accordance with the terms hereof, subject, as to enforceability, to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity; (D) all authorizations, consents, approvals, or orders of, notices, reports or applications to, or registrations, qualifications, declarations, or filings with, any governmental authority, required for the execution, delivery, and

performance by Assignor of this Consent or the carrying out by Assignor of the transactions contemplated hereby, have been obtained and are in full force and effect; and (E) none of (1) the execution, delivery, and performance by Assignor of this Consent, (2) the compliance with the terms and provisions hereof, and (3) the carrying out of the transactions contemplated hereby, conflicts with, or results in a breach or violation of any of, the terms, conditions, or provisions of any applicable law, governmental rule, protocol, or regulation, any applicable order, writ, injunction, judgment, or decree of any court or governmental authority against Assignor or by which it or any of its properties is bound, or conflicts or will conflict with or results in a breach or violation of any of the terms, conditions or provisions of any material loan agreement, indenture, mortgage, bond, note, resolution, contract, the organizational documents, as amended, of Assignor or other agreement or instrument to which Assignor is a party or by which it or any of its properties is bound.

Company hereby represents and warrants to the Agent, for the (b) benefit of the Secured Parties, and the Assignor that: (A) Company has the full power and authority (1) to execute, deliver, and perform this Consent, (2) to carry out the transactions contemplated hereby, and (3) to carry on its business as presently conducted: (B) the execution and delivery of this Consent by Company and the carrying out by Company of the transactions contemplated hereby have been duly authorized by all requisite corporate action; (C) this Consent has been duly executed and delivered by Company and constitutes the legal, valid, and binding obligation of Company, enforceable against it in accordance with the terms hereof, subject, as to enforceability, to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity; (D) all authorizations, consents, approvals, or orders of, notices, reports or applications to, or registrations, gualifications, declarations, or filings with, any governmental authority, required for the execution, delivery, and performance by Company of this Consent or the carrying out by Company of the transactions contemplated hereby, have been obtained and are in full force and effect; and (E) none of (1) the execution, delivery, and performance by Company of this Consent, (2) the compliance with the terms and provisions hereof, and (3) the carrying out of the transactions contemplated hereby, conflicts with, or results in a breach or violation of any of, the terms, conditions, or provisions of any applicable law, governmental rule, protocol, or regulation, any applicable order, writ, injunction, judgment, or decree of any court or governmental authority against Company or by which it or any of its properties is bound, or conflicts or will conflict with or results in a breach or violation of any of the terms, conditions or provisions of any material loan agreement, indenture, mortgage, bond, note, resolution, contract, the organizational documents, as amended, of Company or other agreement or instrument to which Company is a party or by which it or any of its properties is bound.

(c) Company further represents and warrants to the Agent, for the benefit of the Secured Parties that: (A) the Power Purchase Agreement is

unmodified and is in full force and effect and neither a default by Company nor, to the best of its knowledge, a default or breach of a representation or warranty by Assignor, exists and is continuing under the Power Purchase Agreement; (B) as of the date hereof, the Assignor has complied with the requirements of Section 11.1. "Seller Security Fund," of the Power Purchase Agreement and has provided security in form and substance acceptable to Company ("Security Fund") and to date no draws have been made under such Security Fund; (C) to the best of its knowledge after giving effect to the consent by Company contained herein to the Assignment, and recognizing that Assignor has continuing and additional obligations to perform after the date of this Consent, and except as set forth in Article 6, "Conditions Precedent," of the Power Purchase Agreement, there exists no present event or condition that (either immediately or with the passage of any applicable grace period or giving of notice, or both) would enable either Company or Assignor to terminate or suspend its obligations under the Power Purchase Agreement; (D) except for the Assignment, Company has no notice of any assignment relative to any right, title, and interest of Assignor in, to and under the Power Purchase Agreement; (E) the Power Purchase Agreement and the instruments and documents referred to therein constitute the only agreements between Company and Assignor with respect to the matters and interests described therein; (F) there are no proceedings pending or, to its knowledge, threatened against or affecting Company in any court or by or before any governmental authority or arbitration board or tribunal that could reasonably be expected to have a material adverse effect on the ability of Company to perform its obligations under the Power Purchase Agreement or this Consent; (G) there are no Disputes or legal proceedings between Company and Assignor with respect to the Power Purchase Agreement; and (H) as of the date of this Consent all amounts due and owing to Company by Assignor, if any, under the Power Purchase Agreement have been paid in full when due by Assignor.

4. <u>Rights of the Secured Parties</u>. Except as otherwise provided in this Consent, each of Company and Assignor agrees that the Secured Parties, so long as any Secured Obligations remains outstanding, have the following rights with respect to the Power Purchase Agreement:

Assignment, Amendments, Etc. (i) No assignment bv (a) Company or Assignor of its obligations under the Power Purchase Agreement is effective unless (A) such assignment complies with the Power Purchase Agreement, and (B) Company or Assignor, as applicable, receives the prior written consent of Agent with respect to such assignment; (ii) no waiver, amendment, consent, or other modification of the Power Purchase Agreement by Company or Assignor, as applicable, is effective without the prior written approval of the Agent (except for any waiver, amendment, and/or consent that is of a routine, ministerial or administrative nature or that is required by law or by any governmental authority); (iii) Company and Assignor may not cancel the Power Purchase Agreement without the prior written consent of the Agent; and (iv) Company may not terminate the Power Purchase Agreement in violation of the terms of this Consent.

(b) <u>Performance of Assignor's Obligations</u>. If the Agent provides Company with notice of an Event of Default by Assignor then, following Company's receipt of such notice, the Agent or any of the other Secured Parties may, but has no obligation to, perform one or more of the obligations of Assignor under the Power Purchase Agreement, and Company will accept such performance, if otherwise in accordance with the terms of the Power Purchase Agreement and this Consent, in lieu of performance by Assignor, and in satisfaction, of that obligation or those obligations of Assignor under the Power Purchase Agreement. In the event that the Secured Parties exercise any right under the Financing Agreement to assume possession and control of the Facility or to obtain the appointment of a receiver or similar party to assume possession and control of the Facility prior to or pending a foreclosure, the Secured Parties shall cause the Facility to be operated by their designee.

(c) <u>Copies of Notices under the Power Purchase Agreement and Draws</u> <u>under the Security Fund</u>. Company shall send the Agent copies of any notice furnished to Assignor under the Power Purchase Agreement and any notice of drawings made under the Security Fund (hereinafter called a "<u>Notice</u>"), such Notice to be given to the Agent in accordance with <u>Section 7</u> hereof; provided, however, that failure of Company to provide any such Notice to Agent is not a breach of this Consent.

Cure Rights. Subject to the terms of this Consent, the Secured (d) Parties have the right, but not the obligation, to cure the defaults listed in any Notice that are capable of being cured. The Power Purchase Agreement may not be terminated automatically or terminated by Company if the Secured Parties cure any default listed in any Notice within the Secured Parties' cure period, which is the same length as the cure period afforded to Assignor under the Power Purchase Agreement with respect to such event plus thirty (30) Days which starts on the later of (i) the same date that the Assignor's cure period expires under the Power Purchase Agreement or (ii) the date that the Agent receives such Notice that lists the default or defaults of the Assignor under the Power Purchase Agreement. With respect to any defaults by Assignor under the Power Purchase Agreement that require possession of the Facility in order to cure such defaults, if the Secured Parties declare an Event of Default and commence foreclosure proceedings or other proceedings to take possession of the Facility, then, so long as the Secured Parties are diligently pursuing such proceedings, the Secured Parties will be allowed such additional period as is necessary to complete such proceedings in which to cure the existing defaults under the Power Purchase Agreement and the cure period provided to the Secured Parties under this Consent does not begin until such proceedings are completed.

(e) <u>Consent to Transfer; Continuation of Agreements</u>.

(i) Subject to the conditions and limitations contained herein (including without limitation the subparagraph (ii) immediately below), Company consents to the transfer of Assignor's interest in the Facility to the

Agent or any other Secured Party, or their designee or to a purchaser or grantee at a foreclosure sale (collectively, a "<u>Transferee</u>") by judicial or nonjudicial foreclosure and sale, by a conveyance by Assignor in lieu of foreclosure, by a plan of liquidation in bankruptcy, or otherwise, and agrees that upon such transfer of the Facility, Company shall recognize the Transferee as the "Seller" under the Power Purchase Agreement. Agent and Secured Parties shall cause the Power Purchase Agreement to be conveyed and transferred to the Transferee at the time of the transfer of the Facility and shall cause Transferee to assume and to agree to be bound by all the terms and provisions of the Power Purchase Agreement, which remains in full force and effect in accordance with its terms. Agent and Secured Parties shall identify the Transferee in a written notice to Company on or before the effective date of the transfer and shall furnish Company with the Transferee's written agreement to assume and to agree to be bound by all the terms and provisions of the Power Purchase Agreement.

(ii) Upon acquisition of the Facility pursuant to subsection (i) above, unless Company notifies the Transferee to the contrary, the Transferee shall: (A) cure within the relevant cure period established in the Power Purchase Agreement, as modified by subsection 4(d) above, all defaults of Assignor which are then existing under the Power Purchase Agreement and that are capable of being cured at the time of such transfer; and (B) assume and perform all other obligations of Assignor under the Power Purchase Agreement arising on or after the date of such transfer to the Transferee.

5. <u>Replacement Agreements</u>. If the Power Purchase Agreement is rejected or terminated as a result of any bankruptcy or insolvency proceeding involving Assignor, and the Agent, within sixty (60) Days after such rejection or termination, certifies in writing to Company that it or its Transferee intends to perform and is capable of performing the obligations of Assignor arising after the date of such certification as and to the extent required under such Power Purchase Agreement, Company shall execute and deliver to Agent or its Transferee a new agreement (a "<u>Replacement Agreement</u>"), which must be for the balance of the remaining term under such rejected or terminated Power Purchase Agreement. The Replacement Agreement must contain the same conditions, agreements, terms, provisions and limitations as the original Power Purchase Agreement (except for any requirements that have been fulfilled by Assignor and Company prior to such rejection or termination), and except that in the Replacement Agreement (except for any requirements that have been fulfilled by Assignor and Company prior to such rejection or termination), and except that in the Replacement Agreement Agreemen

6. <u>Company's Reliance on Written Notices by Agent</u>. Assignor agrees that Company is entitled to rely on the written instructions of an agent or other representative of the Agent concerning the existence and continuation of an Event of Default or on whether the Secured Obligations have been fully paid or not, and that Company may make payments that are due to Assignor directly to the Agent upon the written instructions of the Agent to do so. Assignor waives any claims that it has or may have against Company based upon the good faith reliance by them on such written instructions.

7. Any communications between the parties hereto or notices Notices. provided herein to be given may be given to the addresses set forth in the table below. All notices to be given under this Consent must be in writing and must be (i) delivered personally, (ii) sent by certified or registered first-class mail, postage prepaid, return receipt requested, (iii) sent by a recognized courier service, with delivery receipt requested, or (iv) sent by facsimile transmission to the intended recipient at its address as set forth on the signature pages below, unless the recipient has given notice of another address for receipt of notices. All notices sent hereunder are deemed to have been given when transmitted by facsimile (with the receipt confirmation) or personally delivered or in the case of a notice mailed or sent by courier, upon receipt, at the address provided for herein; provided, however, if such notice is given after the close of business on a Business Day of the receiving party, or on a day on which the receiving party is not open for business, such notice must be deemed to have been given on the next following Business Day.

If to Company:

If to Agent:

If to Assignor:

8. <u>Arrangements Regarding Payments</u>. Company agrees from and after the date of this Consent, to make all payments (if any) to be made by it to Assignor under the Power Purchase Agreement, in immediately available funds, directly to the Agent on behalf of the Secured Parties for deposit into the following account maintained by the Agent:

Account: ABA Account No.: Account Name: Beneficiary: Attention: or to such other Person and/or at such other address as the Agent may from time to time specify by notice in writing to Company (with a copy to Assignor), and must be accompanied by a statement from Company stating that such payments are made under the Power Purchase Agreement. In the event of a dispute regarding the right of the Agent to receive payments made by Company under the Power Purchase Agreement, Company has the right to interplead such payments for a judicial determination of rights to such payments.

9. <u>Miscellaneous</u>.

(a) <u>Separate Counterparts; Amendments; Waiver</u>. This Consent may be executed in separate counterparts, each of which when so executed and delivered is an original but all such counterparts constitute one and the same instrument. Until termination as to the respective party, neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by Company, Assignor and the Agent.

(b) <u>Severability of Provisions</u>. Any provision of this Consent that is prohibited or unenforceable is ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

(c) <u>Successors and Assigns</u>. This Consent is binding upon and inures to the benefit of Company and its permitted successors and assigns, Assignor and its permitted successors and assigns, the Agent and the other Secured Parties and its or their permitted successors and assigns.

Governing Law: Venue. THIS CONSENT MUST BE GOVERNED (d) BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE. COMPANY, ASSIGNOR, AND AGENT HEREBY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN OF NEW YORK CITY FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONSENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. COMPANY, ASSIGNOR, AND AGENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(e) <u>Further Assurances</u>. Each of the parties hereto agrees to execute and deliver all such instruments and take all such action as may be reasonably necessary to effectuate the purposes of this Consent. (f) <u>Obligations Absolute and Unconditional; Termination</u>. Except as otherwise provided herein, and until termination as to the respective party, the obligations of the parties hereunder are absolute and unconditional. No termination, amendment, variation or waiver of any provisions of this Consent is effective unless in writing and signed by the Company, the Agent, and the Assignor; provided that all rights and obligations of the Agent and the Secured Parties hereunder terminate upon payment in full of the obligations of Assignor under the Financing Documents without the requirement for any such writing. The Agent shall promptly notify Company in writing of the payment in full of the Secured Obligations.

(g) <u>Failure in Exercise</u>. Except as contemplated in <u>Section 4</u> hereof, no failure on the part of any party to exercise and no delay in exercising, any right under this Consent operates as a waiver of such right nor does any single or partial exercise of any right under this Consent preclude any further exercise of such right or the exercise of any other right. Except to the extent inconsistent with the terms hereof, the rights, remedies, powers and privileges provided in this Consent are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

[SIGNATURES FOLLOW]

.

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

.

[Company]

By: ______ Title: Name:

[Assignor]

By:

Title: Name:

[Agent]

By:

Name: Title:

By:

Name: Title:

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-_____ REDACTED HSPM EXHIBIT JFG-1 Page 114 of 255

EXHIBIT M

[See Attached.]



TITLE:

AMERICAN

Scope of Changes:	
X Revision (Full Procedure)	
Change Sheet, Affected pages:	
	P. E. Stamp, if required.

Summary of Changes: Changes to sections 2, 3, 4, 6, 7 and 9. New section 8. Appendices added to section 11.

This document contains proprietary information of American Electric Power, Inc. and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power, Inc.

Specification O	wner (Organization):	New Genera	tion Engi	ineering
Prepared by:	Carlos A. Pérez	CAP	_Date:	06/10/21
Reviewed by:	David C. Kehres	DCK	_Date:	6/11/2021
Reviewed by:	Daniel W. Pizzino	DWP	_Date:	06/10/21
Approved by:	Mark D. Shingleton	mds	_Date:	6/11/2021



REVISION HISTORY



 Specification:
 American Electric Power Service Corporation and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-1 Page 117 of 255





American Electric Power Service Corporation and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.





of American Electric Power Service Corporation and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.



returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-1 Page 121 of 255



_	
<u>.</u>	
۰.	
1	

of American Electric Power Service Corporation and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.

AMERICAN ELECTRIC POWER BOUNDLESS ENERGY	SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U- REDACTED HSPM EXHIBIT JFG-1 Page 122 of 255
• • • • • • • • • • • • • • • • • • • • • • • • • • • • • • • • • • • • • • •	

f American Electric Power Service Corporation and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-1 Page 123 of 255



BOUNDLESS ENERGY-



returned upon request. Its contents may not be used for other than the expressed pur without the written consent of American Electric Power Service Corporation.

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-1 Page 124 of 255



AMERICAN

BOUNDLESS ENERGY"

ELECTRIC

POWER

American Electric Power Service Corporation and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-1 Page 125 of 255





Electric Power Service Corporation and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-1 Page 126 of 255



BOUNDLESS ENERGY"





SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-REDACTED HSPM EXHIBIT JFG-1 Page 127 of 255



BOUNDLESS ENERGY"



returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.



BOUNDLESS ENERGY-







American Electric Power Service Corporation and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-1 Page 130 of 255





of American Electric Power Service Corporation and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-1 Page 131 of 255



BOUNDLESS ENERGY



Electric Power Service Corporation and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-1 Page 132 of 255



BOUNDLESS ENERGY"



Electric Power Service Corporation and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-1 Page 133 of 255



AMERICAN ELECTRIC POWER

Electric Power Service Corporation and is to be returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-1 Page 134 of 255



SOUNDERZZ ENERGY.



Electric Power Service Corporation and is to be returned upon request, Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.



returned upon request. Its contents may not be used for other than the expressed purpose for which loaned without the written consent of American Electric Power Service Corporation.



SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-1 Page 136 of 255



.

	 -	

SOUTHWESTERN ELECTRIC POWER COMPANY DOCKET NO. U-____ REDACTED HSPM EXHIBIT JFG-I Page 137 of 255



BOUNDLESS ENERGY

APPENDIX A



SOUTHWESTERN ELECTRIC POWER COMPANY DOCKHINO, U CTED HSPM EXHIBIT JFG-1 Page 138 of 255

TABLE OF CONTENTS



	SOUTHWESTERN ELECTRIC POWER COMPANY DOCKHING, U-IX REDACTED HSPM EXHIBIT JFG-1 Page 139 of 255
+	