American Electric Power Service Corporation as agent for Appalachian Power Company

Request for Proposals for short-term Capacity Purchase Agreements (CPAs)

from Qualified Bidders
for

New and Operational Energy Storage Resources

Appalachian Power Company is seeking Energy Storage resources for:
300 MW of Accredited Capacity

<u>This RFP is associated with Energy Storage CPAs only.</u>
The other RFPs may be found at the Web Address noted below.

The Resources requested in this RFP will be acquired via Capacity Purchase Agreements (CPA) for purchase of PJM Installed Available Capacity

*If bidders are unable to meet the eligibility and threshold requirements by the proposal due date, RFP participants are encouraged to submit proposals in a Rolling RFP fashion at any point. These submissions will be evaluated on a case-by case-basis for feasibility and regulatory filing strategy. All Eligibility and Threshold requirements listed within this RFP would directly apply to the Rolling RFP submissions. All Rolling RFP proposals can follow the same bidder instructions and submittal locations as found within this document (including Q&A). Each year APCo will issue an updated RFP website link if the prior year's link has expired. Updated links will always be posted in the website below.

RFP Issued: August 17, 2026
Proposals Due: Sept 30, 2026

RFP Web Address: https://www.appalachianpower.com/rfp

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Background

Appalachian Power Company ("APCo" or "Company") is pursuing additional capacity resources via this request for proposal ("RFP").

The Company has identified the need for additional resources to serve the future capacity needs of its customers and to maintain compliance with the resource adequacy requirements of PJM.

The Company is seeking approximately 300MW of accredited capacity via this CPA, but larger sizes (in aggregate) will be considered and evaluated if proposed.

TABLE 1

RFP	Details
CPA	**Capacity RFP seeking short-term PJM accredited Installed Available Capacity to provide UCAP via one or more Capacity Purchase Agreements (CPAs) to start in planning years 2027, 2028, or 2029.**
PSA	Energy Storage resources RFP for up to 500 MW via one or more purchase and sale agreements (PSAs) for purchase of 100% equity interest in a project company.

This RFP is associated with the CPA RFP only. For more information regarding the APCo PSA RFP, please visit the APCo RFP website:

https://www.appalachianpower.com/rfp

1. Introduction

1.1. American Electric Power Service Corporation (AEPSC) and Appalachian Power Company are subsidiaries of American Electric Power Company, Inc. (AEP). AEPSC is administering this RFP on behalf of APCo. Each legal entity submitting, or seeking to submit, a proposal in response to this RFP is referred to as a "Bidder." Affiliates of AEP and APCo (Affiliate) are not permitted to participate in this RFP.

Appalachian Power serves about 1.1 million customers in West Virginia, Virginia, and Tennessee. APCo is headquartered in Charleston, W.Va., with additional regulatory and external affairs offices in Roanoke and Richmond, Va.

Our team at American Electric Power (Nasdaq: AEP) is committed to improving our customers' lives with reliable, affordable power. We are investing $78 billion from 2026 through 2030 to enhance service for customers and support the growing energy needs of our communities. Our nearly 18,000 employees operate and maintain the nation's largest electric transmission system with approximately 40,000 line miles, along with more than 252,000 miles of distribution lines to deliver energy to 5.6 million customers in 11 states. AEP is also one of the nation's largest electricity producers with approximately 32,000 megawatts of diverse generating capacity. We are focused on safety and operational excellence, creating value for our stakeholders, and bringing opportunity to our service territory through economic development and community engagement. Our family of companies includes AEP Ohio, AEP Texas, Appalachian Power (in Virginia, West Virginia, and Tennessee), Indiana Michigan Power, Kentucky Power, Public Service Company of Oklahoma, and Southwestern Electric Power Company (in Arkansas, Louisiana, east Texas, and the Texas Panhandle). AEP also owns AEP Energy, which provides innovative competitive energy solutions nationwide. AEP is headquartered in Columbus, Ohio. For more information, visit aep.com.

APCo Service Territory:

2. RFP Overview

2.1 The Resources requested in this RFP will be contracted via CPAs for purchase of Installed Available Capacity from Energy Storage resources within the PJM starting in planning years 2027, 2028, or 2029.

2.2 The Company's decisions regarding the results of this RFP may be subject to its receipt of regulatory approvals from the Virginia State Corporation Commission and the West Virginia Public Service Commission. Definitive agreements between the Company and Bidders for selected Projects may be conditioned upon the Company receiving the regulatory approvals described in the preceding sentence that are in form and substance satisfactory to the Company in its sole discretion.

2.3 APCo has engaged Sargent Lundy to serve as an Independent Auditor (IA) for both RFPs listed in Table 1. The IA will review and track APCo's conduct of the RFP, per requirements of the VA House Bill 895 (HB 895) implemented July 1, 2026.

2.4 This RFP is not a commitment by the Company to purchase Installed Available Capacity from any Project, and it does not bind or obligate the Company or its Affiliates in any way. The Company in its sole discretion will determine which Bidders, if any, it wishes to engage in negotiations with that may lead to definitive CPAs with one or more selected Projects.

2.5 The estimated time period between the receipt of Proposals and the time required for the Company's evaluation, due diligence, selection, negotiation and the execution of definitive agreements is outlined in Section 5.1. The Company anticipates filing for regulatory approval in Virginia and West Virginia.

2.6 The RFP seeks Proposals for both new and operational Energy Storage Resources. Additionally, Bidders for operational projects must have 100% ownership of the asset or have documented authority to offer the asset into the RFP.

2.7 All questions regarding this RFP should be emailed to: https://www.appalachianpower.com/rfp. APCo will post a list of the non-confidential "Questions and Answers" to the RFP website on a weekly basis until the Proposal Due Date.

3. Product Description and Requirements

AEPSC, on behalf of APCo, seeks to contract for Installed Available Capacity from one or more Energy Storage resources (new or existing) to fulfill its PJM capacity needs. For Proposals from an existing Energy Storage resource, the existing resource must be commercially operable, including all facilities necessary to provide capacity to the transmission system of PJM, and all relevant environmental and other permits necessary for operation and maintenance.

3.1. Product: APCo is seeking purchases of electric capacity from Energy Storage resources within the PJM region that will enable APCo to satisfy its load and planning reserve obligations. The Energy Storage resource must have accredited Installed Available Capacity that satisfies the qualifications of the PJM Open Access Transmission Tariff and the PJM Rules to provide Accredited UCAP to APCo. Additionally, Bidders must have 100% ownership of the asset or have documented authority to offer the asset into the RFP.

3.2 PJM Queue: New projects must be active in PJM Transition Cycle 2 (TC2) or earlier. Projects in any later queue cluster will not be eligible to participate in this RFP.

3.3. Proposal: Bidders must submit at least one Proposal for a minimum quantity of 10 MW of Unit Specific Accredited UCAP eligible for use in APCo's capacity plan. The UCAP is transferred via a Unit Specific Transaction of Available Installed Capacity within PJM's Capacity Exchange, and identify the duration class of the Unit (e.g. 4 hour or 8 hours), and provide any charging/discharging round trip efficiency metrics for the Unit, and provide information on the battery technology/specifications. No minimum Energy Storage duration is required for CPA proposals. Note that if bidder is submitting a PSA within the designated PSA RFP, there is a minimum 4 hr. duration requirement (See APCo RFP PSA website for more details). The Proposal should be in the form of agreement shown in Appendix D and Bidder must clearly identify any exceptions to the form of agreement in Appendix D.

3.4. Resource Location: AEPSC will consider Energy Storage resources connected to the PJM transmission system with preference for resources located in or near APCo's load zone in Virginia.

3.5. Delivery Term: Delivery Terms of one (1) year (minimum) to seven (7) years (maximum) are required. Additional alternative terms may also be considered.

3.6. Delivery Start Date. Delivery of capacity may begin in Planning Years 2027, 2028, or 2029, depending on the Delivery Term proposed.

4. CPA Bid Price and Structure:

4.1 Bidders shall specify in detail all pricing components related to the Base Proposal for the contract capacity, or for any Alternate Proposal(s) provided.

4.2 The Bid price must be a fixed, non-escalating price for the Delivery Term of the CPA.

4.3 Proposals that have material contingencies, such as financing and/or credit related issues, will not be considered.

5. RFP Schedule & Proposal Submission

5.1 Schedule: The following schedule and deadlines apply to this RFP. AEPSC reserves the right to revise this schedule at any time and at AEPSC's sole discretion.

RFP Timeline		
RFP Issued	8/17/2026	
Confidentiality Agreement Request Deadline	9/25/2026	
Proposal Due Date	9/30/2026 (3 p.m. EST)	
Short-List Selection	12/20/2026	
Execute Definitive Agreements	4/16/2027	
Submit Petition to State Regulatory Commissions for Approval	5/15/27	
Receipt of Regulatory Approval Order(s)	11/30/27	
Acceptable Delivery Start Dates	Winter	Summer

	Dec 1 of 2027, 2028, or 2029.	June 1 of 2027, 2028 or 2029

5.2 Confidentiality Agreement. Bidders who intend to bid should request a form Confidentiality Agreement ("CA") by submitting a notice of intent via the below link:

NOTICE OF INTENT

The NOI shall include the agreement type (CPA), the project(s) name, technology, location, size (MW), and PJM Queue number.

5.3 Proposals must be complete in all material respects and must be submitted electronically via the RFP SharePoint site no later than 3:00 p.m. ET on the Proposal Due Date outlined in Section 5.1. Proposals should be as comprehensive as possible.

5.4 The Company reserves the right to solicit additional information or Proposals from Bidders during the Proposal evaluation process.

5.5 Proposals and bid pricing must be valid for at least 150 days after the Proposal Due Date at which time Proposals shall expire unless the Bidder has been notified that its Proposal has been included in Short-List Selection.

5.6 The preparation and submission of all Proposals will be at the expense of the Bidder.

5.7 Bidders are allowed to submit more than one mutually exclusive Proposal. AEPSC will review and evaluate the Proposals to identify the set that meets the capacity needs of APCo and provides the best combination of value, risk, and reliability for APCo and its customers. In addition, APCo will consider any Alternate Proposals that are also submitted.

6. Proposal Content

6.1 Proposal: Each Bidder must submit a Proposal that meets APCo's capacity requirements generally described in Section 3. The Proposal should be in the form of completed Appendices A, B, C, & D.

6.2 General Information: Bidder's Proposal shall include an executive summary of the Proposal characteristics and timeline (as applicable), including any unique aspects. Bidder's must complete and submit an Appendix A (Proposal Summary) with the Bidder's Proposal.

6.3 Identity: The identity of all persons and entities that have a direct or indirect interest in the Proposal or Energy Storage resource providing capacity. Bidders are required to provide a list of all affiliated companies, including holding companies, subsidiaries or predecessor companies engaged in selling capacity or electricity either presently or in the past.

6.4 Credit Requirements:

6.4.1 AEPSC will evaluate the ability of Bidders to perform under the terms of their Proposals, by reviewing published credit ratings and performing its own internal credit analysis according to Appendix B. If Bidder wishes to provide a Corporate Guaranty, it must be in the form acceptable to AEPSC.

6.4.2 If a prospective Bidder has an existing EEI Master Power Purchase and Sale Agreement ("EEI Agreement") with AEPSC/APCo, those agreements will be considered as the basis for a contract under this RFP. Additional modifications and credit requirements, including an Independent Amount, may be required to conform to the credit and collateral requirements under this RFP. Margining under the EEI Agreement will not be considered.

6.4.3 If a Bidder does not have an existing EEI Agreement with AEPSC / APCo, or if such agreement exists, but does not include acceptable credit or other provisions, then an EEI Agreement will be negotiated. Bidders may request AEPSC's standard EEI cover sheet terms and collateral requirements by completing a CA as described in Section 5.3 and requesting the documents via email at 2026APCOEnergyStorageRFP@aep.com

6.5 Bidder Profile: A completed Appendix C (Bidder Profile) shall be included with the Proposal.

6.6 Legal Proceedings: The Bidder should list all lawsuits, regulatory proceedings, or arbitration in which the Bidder or its affiliates or predecessors have been or are engaged that could affect Bidder's performance of its Proposal. The parties involved in such lawsuits, proceedings, or arbitration, and the final resolution or present status of such matters should be identified. The Proposal shall include a summary of all material actions, suits, claims or proceedings (threatened or pending) against Bidder, its Guarantor (if applicable) or involving the Energy Storage facility or the site as of the Proposal due date, including existing liabilities whether or not publicly disclosed, including but not limited to those related to employment and labor laws, environmental laws, or contractual disputes for the development, construction, maintenance, or operation of the Energy Storage facility.

6.7 Agreement Exceptions: Bidder shall include in its Proposal any exceptions to the draft Confirmation Letter (Appendix D). The terms in the draft Confirmation Letter are included merely to provide guidance to a Bidder in the preparation of their response. These commercial terms shall not be binding on AEPSC. The shortlisted Bidder and AEPSC will negotiate a mutually acceptable agreement to govern any commercial relationship established by the parties.

7. Proposal Evaluation

7.1 Initial Review of Proposals: AEPSC will perform an initial review of each Proposal to determine if all required information has been provided according to Section 6. The Bidder may be required to provide additional information to ensure the Bid is complete.

7.2 Eligibility and Threshold Requirements: If the Bidder does not qualify under any one of the Sections 7.2.1 – 7.2.8, the Bidder will not qualify for this RFP and will be notified accordingly.

7.2.1 The Energy Storage resource must have PJM accredited capacity that otherwise satisfies the qualifications in this RFP (See Appendix D; RFP §3.1)

7.2.2 Bidders must have 100% ownership of the Energy Storage Facility or have documented authority to offer the Energy Storage Facility into the RFP. (see RFP §3.1)

7.2.3 The accredited capacity bid must be a minimum of 10 MW of Unit-Specific Accredited UCAP eligible for use in APCo's Capacity plan (See RFP §3.3)

7.2.4 Proposals meet the Delivery Term and Delivery Start Date requirements (See RFP §3.5 & §3.6)

7.2.5 Proposals must designate a specific Energy Storage resource that is or will be in service by any Delivery Start Date specifications. (See RFP §3.6)

7.2.6 Bid price must be a fixed price for the Delivery Term of the CPA. (See RFP §4.2)

7.2.7 Bid must not be contingent upon the sale of energy or another product from the Energy Storage resource.

7.2.8 Proposal is complete and contains the contents outlined in Section 6.

7.3 Bidders with Proposals meeting the requirements in Section 7.2 will move to the next phase of the evaluation process. The Proposal evaluation process will include an assessment of the Bid Price (Economic Analysis) and other additional benefits as provided with the Proposal (Non-Price Analysis). The Non-Price evaluation will include an assessment of areas such as contract risks and benefits, locational benefits, and project development risks, as applicable.

7.4 AEPSC reserves the right, at its sole discretion, not to engage in post-bid negotiations with any Bidder that has not been selected for the short-list. Selection for the short-list and post-bid negotiations does not constitute a "winning bid Proposal." Only execution of a definitive agreement by both AEPSC and Bidder on mutually acceptable terms will constitute a "winning bid Proposal." All Proposal materials become the property of AEPSC and will not be returned to Bidders.

8. Reservation of Rights

A Proposal will be deemed accepted only when the Company and the successful Bidder have executed definitive agreements for the Company's purchase of capacity. The Company has no obligation to accept any Proposal, whether or not the stated price in such Proposal is the lowest price offered, and the Company may reject any Proposal in its sole discretion and without any obligation to disclose the reason or reasons for rejection.

By participating in the RFP process, each Bidder agrees that any and all information furnished by or on behalf of the Company in connection with the RFP is provided without any representation or warranty, express or implied, as to the usefulness, accuracy, or completeness of such information, and neither the Company nor its Affiliates nor any of their personnel or representatives shall have any liability to any Bidder or its personnel or representatives relating to or arising from the use of or reliance upon any such information or any errors or omissions therein.

The Company reserves the right to modify or withdraw this RFP, to negotiate with any and all qualified Bidders to resolve any and all technical or contractual issues, or to reject any or all Proposals and to terminate negotiations with any Bidder at any time in its sole discretion. The Company reserves the right, at any time and from time to time, without prior notice and without specifying any reason and, in its sole discretion, to (a) cancel, modify or withdraw this RFP, reject any and all Proposals, and terminate negotiations at any time during the RFP process; (b) discuss with a Bidder and its advisors the terms of any Proposal and obtain clarification from the Bidder and its advisors concerning the Proposal; (c) consider all Proposals to be the property of the Company, subject to the provisions of this RFP relating to confidentiality and any confidentiality agreement executed in connection with this RFP, and destroy or archive any information or materials developed by or submitted to the Company in this RFP; (d) request from a Bidder information that is not explicitly detailed in this RFP, but which may be useful for evaluation of that Bidder's Proposal; (e) determine which Proposals to accept, favor, pursue or reject; (f) reject any Proposals that are not complete or contain irregularities, or waive irregularities in any Proposal that is submitted; (g) accept Proposals that do not provide the lowest evaluated cost; (h) determine which Bidders are allowed to participate in the RFP, including disqualifying a Bidder due to a change in the qualifications of the Bidder or in the event that the Company determines that the Bidder's participation in the RFP has failed to conform to the requirements of the RFP; (i) conduct negotiations with any or all Bidders or other persons or with no Bidders or other persons; (j) execute one or more definitive agreements with any Bidder, and (k) utilize a Bidder's completed Appendices and any supplemental information submitted by the Bidder in any its regulatory filings.

9. Confidentiality

APCo will take reasonable precautions and use reasonable efforts to maintain the confidentiality of all Proposals submitted. Bidders should clearly identify each page of information considered to be confidential or proprietary. APCo reserves the right to release any Proposals to its agents or consultants for purposes of Proposal evaluation. APCo disclosure policies and standards will automatically bind such agents or consultants. Regardless of the confidentiality, all such information may be subject to review by the appropriate state jurisdiction, or any other governmental authority or judicial body with jurisdiction relating to these matters and may be subject to legal discovery. Under such circumstances, APCo and AEPSC will make reasonable efforts to protect the Bidder's confidential information.

10. Bidder's Responsibilities

10.1 Timely Submission of Proposals: It is solely the Bidder's responsibility to submit the Proposals by the Proposal Due Date stated in Section 5.1.

10.2 Compliance with Federal and State Regulations: If required, short-listed Bidders must provide documentation that will enable AEPSC to assess the Bidder's ability to comply with all federal and state regulations, and to obtain all permits, licenses, and approvals necessary to conduct the sale of capacity through this RFP.

10.3 Clarification of Proposals: While evaluating Proposals, AEPSC may request additional information about any item in the Proposal. All requests will be made in writing, and the Bidder will be required to respond to the request within five (5) business days or AEPSC may choose to stop evaluating Bidder's Proposal.

11. Contacts

All correspondence and questions regarding this RFP should be directed to:

2026APCOEnergyStorageRFP@aep.com

Appendix A

Proposal Summary

Company Information

Bidder (Company):
Contact Name (Title):
Address:
City: State: Zip Code:
Work Phone: Cell Phone:
Email Address:
Is the Proposal being submitted through a partnership, joint venture, consortium, or other association? ______ If so, please identify all partners, joint ventures, members, or other entities or persons comprising same.

General Proposal Information

Energy Storage Facility Name:	
Technology:	
Energy Storage Facility Location:	
PJM Queue #:	PJM Study Status:
Point of Interconnection with PJM:	
Bidders with existing Energy Storage resources must submit the following for each facility: 1. Duration Class of Energy Storage resource 2. Hourly generation for up to the last 5 calendar years, if available 3. Any ELCC information submitted to the PJM within the last year.	
Other Facility Information: Charging/discharging round trip efficiency Battery specifications	

Proposal Bid Price

MW	Term (Year)	Delivery Start Date	Bid Price $/kw-mo.	Other Bid Price Details

Appendix B

Bidder’s Credit and Collateral Requirements

The RFP selected resource has the potential to expose APCo and its customers to credit risk in the event a selected Bidder is unable to fulfill its obligations pursuant to the terms of an executed definitive agreement. APCo views its potential credit risk as the cost it would incur in the event that the Bidder defaulted at any time during the life of the contract. In an event of default under this type of contract, it could take up to 12 months, or longer, to replace the contract with a comparable asset-backed contract. In the interim, APCo would have to procure capacity in the open market at then-prevailing market prices. This exposure can be viewed as a fixed collateral requirement multiplied by the megawatts (MW) of the bid.

If there is another bid type other than capacity only, the collateral requirement would need to be negotiated.

Exposure Calculation / Collateral Requirement
Under this scenario, the cost of procuring 12 months of capacity is calculated as:

MWs x 1,000 KW/1 MW x $72/KW

Credit Rating

If available, the “Credit Rating” for either the Bidder or its Guarantor is defined for purposes of this RFP as the lower of:

1) the most recently published senior, unsecured, unenhanced, long term debt rating (or corporate issuer rating if an unsecured, unenhanced, debt rating is unavailable) from Standard and Poor’s (“S&P”);

or

2) the most recently published senior unsecured, unenhanced, debt rating (or corporate issuer rating if an unsecured, unenhanced, debt rating is unavailable) from Moody’s Investor Services.

If a Credit Rating is not available for the Bidder or its Guarantor, the Bidder or its Guarantor will be unrated and must post the maximum amount of collateral required based on the Credit Matrix table below.

Credit Matrix

Based on the Credit Rating of the Bidder or its Guarantor, the value in the Credit Matrix below represents the maximum amount of collateral required by the Bidder and/or its Guarantor. APCo's internal credit risk tolerance specific to this RFP has been applied to the total collateral requirement.

Credit Rating	Total Requirement
A-/A3 and above	$0 (Bidder has Credit Rating) or Guaranty = Collateral Requirement (Guarantor has Credit Rating)
BBB+/Baa1	Collateral Requirement - $25,000,000*
BBB/Baa2	Collateral Requirement - $20,000,000*
BBB-/Baa3	Collateral Requirement - $10,000,000*
BB+/Ba1 and below	Collateral Requirement
*Maximum guarantee value acceptable	

Collateral must be provided by the Bidder or its Guarantor, if applicable, in the form of any combination of the following: cash (U.S. Dollars) or an irrevocable standby letter of credit from an issuer acceptable to APCo ("Letter of Credit"). Any guaranty or letter of credit must be in a format acceptable to SWEPCO. The letter of credit issuer must be a commercial bank organized under the law of the United States or a political subdivision thereof operating from an office in the continental United States, who is not affiliated with the Bidder or its Guarantor (i) with a Credit Rating of at least "A-" in the case of S&P or "A3" in the case of Moody's; and, (ii) having assets of at least $10,000,000,000.

In the event that the financial condition of a Bidder or its Guarantor changes over the term of the definitive agreement, APCo reserves the right to request updated information to reevaluate the Bidder and its collateral requirements, which may be adjusted accordingly.

Each Bidder must provide a statement in good faith describing the manner in which it will comply with the credit requirements, if applicable. Upon receiving notification, a Bidder selected for the short list must provide specific evidence of its ability to meet the collateral requirements to be set forth in a definitive agreement. Evidence of Bidder's ability to post sufficient collateral or a guaranty may include, but not be limited to, a comfort letter from a financial institution that would be issuing a letter of credit, evidence of available cash on financial statements, a comfort letter from a proposed guarantor, or other evidence acceptable to APCo based on commercially reasonable credit standards. Any Bidder failing to provide sufficient evidence of the foregoing may be dismissed from further consideration.

Required collateral and a guaranty from an acceptable Guarantor, if applicable, must be posted by Bidder upon execution of definitive agreements.

In the event that Bidder's financial condition or Credit Rating changes at any time after submission of its bid and before consummation of definitive agreement, the Bidder will provide notice to APCo and will update information concerning this change. APCo reserves the right to request any updated pertinent information and to reevaluate and adjust the Bidder's and collateral requirement based on such change.

Any Bidder failing to provide evidence in sufficient detail of changes in financial condition or Credit Rating and the ability to meet any adjusted collateral requirement, may be dismissed from further consideration.

If Bidder, its Guarantor, or other affiliates supported by the same Guarantor have existing exposure under transactions with APCo, or its affiliates, APCo reserves the right to require additional collateral as a means to mitigate the incremental exposure from the potential transaction under this RFP.

On or before the date this EEI is fully executed, Seller shall establish a Security Deposit in the amount of the required collateral. If a breach of Seller's obligations under this EEI has occurred and is continuing, then in addition to any other remedy available to it, Purchaser may, draw from the Security Deposit. Purchaser may, in its sole discretion, draw all or any part of such amounts due to it from any form of Security Deposit.

"Security Deposit" means the performance security that Seller is required to establish and maintain through the term of this EEI. The Security Deposit shall be provided in the form of (A) cash, or (B) an irrevocable standby letter of credit provided from an Acceptable Issuing Bank.

"Security Deposit Amount" means the per MW security requirement established during the bidding process.

"Acceptable Issuing Bank" means a United States commercial bank or a foreign bank from a United States branch, which has at the applicable time a Credit Rating of (a) A- or better from Standard & Poor's Rating Services and (b) A3 or better from Moody's Investors Service, Inc.

Appendix C

RFP BIDDER PROFILE FORM

1.1 Bidder's Credit Representative

The Bidder's Credit Representative is the Bidder's in-house credit contact who can answer questions or provide information about the Bidder's credit and financial information with respect to the requirements of the RFP.

Bidder's Credit Representative Information and, where necessary, the Credit Representative Information from its Guarantor, if different from Bidder's.

Name of Bidder: ____

Bidder's Credit Representative:

Last Name	First Name	Title

Address

____

Address (2)

____

City	State	Zip Code
Telephone Number	2nd Phone Number	Email Address

Name of Guarantor, if applicable: ____

Guarantor's Credit Representative Information, if applicable:

Last Name	First Name	Title

Address

____

Address (2)

City	State	Zip Code
Telephone Number	2nd Phone Number	Email Address

1.2 Credit Requirements and Financial Information for the Bidder and/or its Guarantor

Please submit the following information for the Bidder and/or its Guarantor:

1) Three most recent Annual Reports, if available;

2) Three most recent SEC Form 10-Ks; if unavailable, please provide three years' of most recent audited financial information, which includes Balance Sheet, Income Statement, Cash Flow Statement and accompanying related notes;

3) Most recent SEC Form 10-Q; if unavailable, most recent audited quarterly financial information, including Balance Sheet, Income Statement, Cash Flow Statement and accompanying related Notes. If audited quarterly information is unavailable, provide most recent quarterly or monthly financial data accompanied by an attestation by the Bidder's or its Guarantor's Chief Financial Officer that the information submitted is a true, accurate, and fair representation of the Bidder's financial condition;

4) Bidder's or its Guarantor's Senior Unsecured Credit rating from the following agencies:

Standard & Poor's	Moody's Investor Service
________________	____________________

5) If Senior Unsecured Credit Ratings are unavailable, provide the Bidder's or its Guarantor's corporate issuer ratings from the following agencies:

Standard & Poor's	Moody's Investor Service
________________	______________________

Is the Bidder and/or its Guarantor:

1) Operating under Federal Bankruptcy laws or bankruptcy laws in any other jurisdiction? (Yes/No)

Bidder	Guarantor
________________	______________________

2) Subject to pending litigation or regulatory proceedings (in state court, federal court, or from regulatory agencies, or in any other jurisdiction) which could have

a material impact on the Bidder’s or the Its Guarantor’s financial condition? (Yes/No)

Bidder	Guarantor
________________	________________

3) Subject to collection lawsuits or outstanding judgments, which could impact solvency? (Yes/No)

Bidder	Guarantor
________________	________________

Please provide a statement disclosing any existing, pending, or past adverse rulings, judgments, litigation, contingent liabilities, revocations of authority, administrative, regulatory (State, FERC, SEC, DOJ, or other) investigations and any other matters relating to financial or operational status for the past three years that arise from the sale of electricity, capacity or natural gas, or materially affect current financial or operational status.

Appendix D

MATERIAL TERMS[1] OF MASTER POWER PURCHASE AND SALE AGREEMENT CONFIRMATION LETTER

The purpose of this Confirmation Letter ("Confirmation Letter") dated _____ __, 2026 is to set forth the terms and conditions of an electric capacity sales transaction (a "Power Transaction") agreed upon by ____________ ("Party A" or "Seller") and American Electric Power Service Corporation, as agent for Appalachian Power Company ("AEPSC" or "Party B" or "Buyer') (singularly a "Party" and collectively the "Parties") on the Trade Date specified above.

APPLICABLE AGREEMENT(S):

All of the terms and conditions in the form of the Master Power Purchase and Sale Agreement, **as published by the Edison Electric Institute and the National Energy Marketers Association**, Version 2.1 (modified 4/25/00), (with no elections made on the Cover Sheet other than the automatic default elections and elections with respect to Section 8.1(c) and 8.1(e) as set forth herein) (the "Master Agreement") and the respective FERC wholesale market based rate authority tariffs, if any, of each Party shall be incorporated herein by this reference. Any inconsistency between this Letter of Confirmation and the Master Agreement shall be resolved in favor of this Letter of Confirmation. Capitalized terms used herein and not otherwise defined in the Master Agreement or herein shall have the meanings ascribed to them in the PJM Rules of PJM Interconnection, LLC ("PJM"). The Parties agree to adopt and incorporate herein by reference such PJM Rules and agree to be bound by all terms therein, as such PJM Rules may be modified throughout the Delivery Term. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement and Cover Sheet. Upon execution of the Master Agreement currently being negotiated, such executed Master Agreement shall replace the form agreement as referenced herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Seller:	**Buyer:** American Electric Power Service Corporation as agent for Appalachian Power Company
ATTN:	**ATTN:** Confirmations Department
Tel: ( ) -	**Tel:** (614) 716-6164
Email:	**Email:** columbus_credit@aep.com
Federal Tax ID: ____________(or supply copy of W-9)	**Federal Tax ID:**

[1] APCO may have other terms to include in Confirmation Letter.

PRODUCT: Installed Available Capacity in such amounts and quantities to provide Buyer with the Quantity of Unit-Specific Accredited UCAP (as designated and set forth below) eligible for use within Buyer's FRR plan in each Delivery Year from an identified generation Station (the "Facility"). This Confirmation Letter does not transfer any right to the Energy output of any Facility, nor any PJM Energy charges or credits or any other revenues associated with that Energy.

DELIVERY TERM: Each Capacity sale transaction, the Parties will identify the Planning Year(s) (or seasons) for the transaction. Annual Delivery Year transactions will run from and including Hour Ending ("HE") 0100 Eastern Prevailing Time ("EPT") on June 1, 202X, through and including HE 2400 EPT, on the next May 31, 202Y.

CONTRACT QUANTITY: Each Capacity sale transaction will identify the MWs of Product for each calendar day in Delivery Year or, if applicable, a season.

CONTRACT PRICE: For each MW of Product available prior to the PJM Base Residual Auction, the price will be expressed in a per MW-Day * MW Quantity * 365/366, as applicable.

TOTAL CONTRACT PRICE:

PAYMENT: For each month of an applicable Delivery Year (or season) Seller will provide an invoice that is, for an annual product, one-twelfth of the Total Contract Price. Invoices shall be due and payable by Buyer within thirty (30) Days of Buyer's receipt of such invoice.

SCHEDULING: Seller shall accomplish delivery and Buyer shall accomplish receipt of the Product by entering and confirming appropriate unit-specific, bilateral transactions in PJM Capacity Exchange System or any successor system, as applicable ("System"), with the objective of completing such System transactions in advance of any PJM date or deadlines that could place any restrictions on the Product (e.g. transfers should occur before the MOPR certification deadline to avoid additional PJM restrictions or limitations). Within three (3) Business Days of executing a Confirmation for a specific transaction, Seller shall schedule the transfer of the Contract Quantity of Product for the Delivery Year in the System ("Product Transfer"). Seller will provide Buyer with the transaction ID for the Product Transfer once obtained. Within three (3) Business Days of Seller providing Buyer with the transaction ID, Buyer shall confirm the Unit-Specific transaction in the System. Seller and Buyer shall use commercially reasonable efforts to cooperate with each other to ensure that such entry and confirmation is completed in a timely manner as per the PJM Rules.

If the Product Transfer occurs before publication of final ELCC Class Ratings (or its successor), the Accredited UCAP Factor or the ELCC Resource Performance Adjustment for the Facility, Seller shall transfer to Buyer the anticipated quantity of installed capacity required to meet the Contract Quantity of Product, as anticipated to meet the Accredited UCAP requirements. Once final ELCC Class Ratings (or its successor), the Accredited UCAP Factor for the Facility, and the ELCC Resource Performance Adjustment is published, Seller and Buyer shall coordinate to schedule the transfer of additional Product to Buyer, if the installed capacity delivered is less than the Contract Quantity equivalent Accredited UCAP, or to Seller, if the installed capacity delivered is more than the Contract Quantity equivalent Accredited UCAP. Such scheduling shall be done within ten (10) days of publication of final ELCC Class Ratings (or its successor), the Accredited UCAP Factor and the ELCC Resource Performance Adjustment for the Facility.

For purposes of this Confirmation Letter, such entry and confirmation by Seller and Buyer shall replace the definitions of "Schedule" or "Scheduling" in the Master Agreement.

PAYMENT: For each month of an applicable Delivery Year (or season) Seller will provide an invoice that is, for an annual product, one-twelfth of the Total Contract Price. Invoices shall be due and payable by Buyer within thirty (30) Days of Buyer's receipt of such invoice.

CHARGES AND CREDITS RELATED TO PRODUCT: Buyer and Seller acknowledge that this Power Transaction does not result in any change of control of any Facility, that such Power Transaction is for the specified Product only, and that no other products (energy, ancillary services of any kind, etc.) are included in this Power Transaction.

Buyer shall be solely responsible for all Charges associated with Buyer's FRR Capacity Plan Alternative, except to the extent any assessment is the result of a Non-Performance Shortfall at a facility provided by Seller, subject to the Non-Performance provisions set forth below.

To the extent any Charges are assessed directly to the Facility, including Capacity Resource Deficiency Charges, Generation Resource Test Failure Charges, or Non-Performance Charges, Seller shall be solely responsible for such Charges, subject to the Non-Performance provisions set forth below.

Within 2 business days of a Performance Assessment Interval ("PAI"), Seller shall provide to Buyer any and all generator data to assess preliminary unit performance.

PJM's PAI & associated Non-Performance Charges when Buyer has elected FRR:

i. When Buyer elects physical non-performance assessment option for performance shortfalls during PAIs:

   a. Seller will receive Charges for its portion of the shortfall for the Energy Storage Facility resource experiencing a performance shortfall if the net performance of the entire Buyer FRR portfolio during the PAI interval(s) results in an overall performance shortfall. Any such Charges will be invoiced the month following PJM's billing of such Charges to Buyer, provided, further, the Non-Performance Assessment Charge will be equal to the average cost of any replacement performance shortfall purchased by Buyer, unless the Parties mutually agree upon Seller's proposed physical replacement resource.

b. FRR resource commitments with the physical non-performance assessment option are not eligible for Bonus Performance Credit.

ii. When Buyer elects financial non-performance assessment option for performance shortfalls during Performance Assessment Intervals:

a. Buyer will invoice Seller its portion of Charges associated with the shortfall for the Seller Energy Storage resource experiencing a performance shortfall during the PAI interval(s). Such invoice will be issued the month following PJM's billing of any Charges to Buyer.

b. To the extent bonus credits are assigned to the Facility per the PJM Rules and received by PJM, Seller shall solely be entitled to receive bonus credits for performance, including Bonus Performance Credits.

In the event that Buyer were to determine prior to the PJM deadline that it does not intend to be an FRR entity, any Product sold to Buyer hereunder and previously transferred or awaiting transfer will be returned to Seller so that Seller can bid such resources into the PJM BRA directly, and this Confirmation Letter will be terminated, with no further liability on the part of Buyer to purchase the Product on and after such Planning Year where Buyer is not going to remain as an FRR entity within PJM.

General. If either Party receives any payment from PJM that is intended for the other Party pursuant to this Power Transaction, whether before or after the Power Transaction has terminated, the receiving Party shall, no later than ten (10) Business Days after notice of such payment, remit to the other Party, by wire transfer, payment in immediately available funds an amount equal to such inadvertently received payments; provided that it is understood that Buyer is entitled to, and intended to receive, all payments and other revenue in respect of the Product accruing during, or otherwise in respect of, the Delivery Term. In addition, if a Party receives a charge from PJM that is intended for the other Party pursuant to this Power Transaction, whether before or after the Power Transaction has terminated, the Party receiving such charge may deliver written notice of the charge to the other Party and the other Party shall pay such charge within five (5) Business Days of receiving written notice.

Standard of Operation & Maintenance: For each transaction, Seller shall conform to and abide by PJM Rules required to ensure that the Product is eligible to participate in the PJM Capacity market for the Delivery Year. To the extent that Seller does not operate the Facility in accordance with such PJM Rules and such failure results in monetary penalties being assessed to Buyer, Seller shall reimburse Buyer for such monetary penalties.

Representations and Warranties: In addition to the representations and warranties in the Master Agreement, for a given Transaction, each Party hereby represents and warrants as follows:

(A) it is a member in good standing of PJM, and is qualified and capable of executing and confirming the Transaction, and any subsequent transfers, for the Accredited UCAP MW amount(s) set forth in this Confirmation Letter.
(B) the execution and performance of its obligations under this Confirmation Letter will not conflict with or constitute a breach or default under any contract or agreement to which it is a party or any judgment, order statute, law or regulation that is applicable to it;
(C) it has all applicable regulatory approval and consents from governmental entities that are required to undertake its obligations under this Confirmation Letter; and
(D) it is (1) an "eligible contract participant" as defined in 12 U.S.C. 5301, or (2) a producer, processor, or commercial user of, or a merchant handling, the Product that is the subject of this Confirmation Letter, or the products or byproducts thereof, and it is entering into this Confirmation Letter solely for purposes related to its business as such.

SPECIAL CONDITIONS:

Mobile-Sierra doctrine.

(a) Absent the agreement of the Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of the Master Agreement or this Confirmation Letter, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party, or the FERC acting *sua sponte*, shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956), as clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527 (2008), and NRG Power Marketing LLC v. Maine Pub. Util. Comm'n, 558 U.S. 165 (2010) (the "Mobile-Sierra" doctrine).

(b) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Master Agreement or Confirmation Letter specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Master Agreement or Confirmation Letter, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (b) shall not apply, provided that, consistent with the foregoing subsection (a), neither Party shall seek any such changes except solely under the "public interest" application of the "just and reasonable" standard of review and otherwise as set forth in the foregoing section (a). Notwithstanding any of the foregoing in this section, if the FERC determines that a Party to this Master Agreement or Confirmation Letter is entitled to a refund, then nothing in this section shall bar that Party from entitlement to such right.

Definitions: The terms and conditions of this Confirmation Letter, and all documents relating to this Confirmation Letter and any information made available by one Party or its Advisors (as defined in the Master Agreement) to the other Party or its Advisors with respect to this Confirmation Letter are confidential (collectively referred to hereafter as "Confidential Information") and governed by the Confidentiality provisions set forth in Part 5 of the Schedule to the Master Agreement.

"Accredited UCAP" has the meaning given to that term by Article 1 of the PJM RAA.

"Accredited UCAP Factor" has the meaning given to that term by Article 1 of the PJM RAA.

"Available Capacity" means the available capacity in MW indicated for the Facility on the System.

"Capacity Resources" has the meaning given to that term by Article 1 of the PJM RAA.

"Charge" means any Compliance Charges billed by PJM, including charges billed by PJM to, and paid by, Buyer under Schedule 9-4 (*Capacity Resource and Obligation Management Service*) and Schedule 9-5 (*Management Service Cost*) of the PJM OATT, as they may be revised from time to time.

“Compliance Charges” means any charges provided for or defined in the PJM Rules, as the same may be revised from time to time, including, by way of example, and not limitation, any Non-Performance Assessments or Charges, Capacity Resource Deficiency Charges or resource performance assessments, Generation Resource Rating Test Failure Charges, Load Management Test Failure Charges, or Transmission Upgrade Delay Penalties, or other charges related to the Product.

“Credits” means any refund or adjustment in connection with the settlement or re-settlement of Charges or Compliance Charges, or relief from Compliance Charges, Performance Credits, in each case as determined by PJM, except that any Credits associated with the Product over performing shall be solely for the account of Seller.

“ELCC Class Rating” has the meaning given to that term in the PJM RAA.

“ELCC Resource Performance Adjustment” has the meaning given to that term in the PJM RAA.

“FERC” means the Federal Energy Regulatory Commission.

“**Generation Capacity Resource**” has the meaning given to that term in Article 1 of the PJM RAA.

“Governmental Authority” means any federal, state, local or municipal governmental body; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal.

“Locational Constraints” has the meaning given to that term in the Attachment A: Glossary of Terms in PJM Manual 18.

“Locational Deliverability Area” or **“LDA”** means the regions and sub-regions in PJM used to evaluate Locational Constraints as referenced in PJM Manual 18. LDAs include EDC zones, sub-zones, and combination of zones.

“Members” has the meaning given to that term in the PJM Rules.

“NERC” means the North American Electric Reliability Corporation.

“PJM OATT” means the *Open Access Transmission Tariff of PJM*, as such agreement is in effect on the date of this Confirmation Letter.

“PJM RAA” means the *Reliability Assurance Agreement Among Load Serving Entities in the PJM Region*, as such agreement is in effect on the date of this Confirmation Letter.

“PJM Rules” the PJM Open Access Transmission Tariff, the applicable PJM Reliability Assurance Agreement, PJM Amended and Restated Operating Agreement, and manuals and/or rules issued by PJM to govern activities on its system.

"Transmission Operator" means PJM or any successor independent system operator, regional transmission operator or other transmission operator from time to time having authority to control the transmission Control Area to which the Facility is interconnected.

"**Unforced Capacity**" has the meaning given to that term in Article 1 of the PJM RAA.

"**RTO**" means regional transmission organization.

This Confirmation Letter is being provided pursuant to and in accordance with the above-referenced Master Agreement and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Confirmation Letter on their behalf and as of the date set forth on the first page.

Seller's Acknowledgment	Buyer's Acknowledgment
[ ]	American Electric Power Service Corporation, as agent for Appalachian Power Company
By: ___________________________	By: __________________________
Its:_____________________________	Its:____________________________