

American Electric Power
155 W Nationwide Blvd
Suite 500
P O Box 16036
Columbus Ohio 43216-0036
www.aep.com

November 18, 2016

Elizabeth A. Rolando
Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701

RECEIVED
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ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

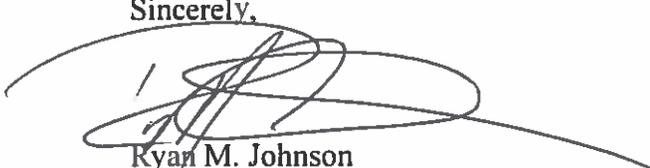
RE: American Electric Power Company, Inc.'s Guaranty Amendment #1 to Corporate Guaranty to Sequent Energy Management, L.P. and Shell Energy North America (US), L.P. covering AEP Energy, Inc.

Dear Ms. Rolando:

Enclosed please find the original of the above-referenced amendment to the AEP Corporate Guaranty to extend the expiration date.

If you have any questions, I can be reached at 614-583-6842.

Sincerely,


Ryan M. Johnson
Principal Credit Analyst



American Electric Power
1 Riverside Plaza
Columbus, OH 43215-2373
AEP.com

Amendment No. (1) to Corporate Guaranty

TO: **Sequent Energy Management, L.P. and Shell Energy North America (US), L.P.**, their successors and assigns, and any of their subsidiaries (collectively, the "Beneficiary").

WHEREAS, **American Electric Power Company, Inc.** ("AEP") has, pursuant to a Guaranty dated January 4, 2016, guaranteed the full and prompt payment of all Obligations, up to an aggregate amount of Five Hundred Thousand U.S. Dollars (\$500,000.00), of **AEP Energy, Inc.** ("AEP Energy"), to Beneficiary arising from AEP Energy's certification as an alternative gas supplier providing retail gas supply in the State of Illinois; and

WHEREAS, at Beneficiary's request, AEP now desires to amend the Guaranty as set forth in this Amendment to extend the termination date of the Guaranty to the earlier of December 31, 2017 at midnight Eastern Standard Time, or five (5) days after the date of written notice of termination from AEP.

NOW, THEREFORE, in consideration of Beneficiary continuing to enter into transactions with AEP Energy, AEP hereby agrees as follows:

1. The termination date of the Guaranty is hereby extended to the earlier of December 31, 2017 at midnight Eastern Standard Time, or five (5) days after the date of written notice of termination from AEP.

2. Capitalized terms used but not defined herein (including those used in the foregoing recitals) shall have the meanings specified in the Guaranty unless herein defined or the context otherwise requires.

3. All other terms, conditions and obligations in the Guaranty shall remain in full force and effect unless terminated as provided therein.

IN WITNESS WHEREOF, AEP has duly executed this Amendment No. (1) to Guaranty on this 15th day November, 2016.

AMERICAN ELECTRIC POWER COMPANY, INC.

By: Lonni L. Dieck
Lonni L. Dieck, Treasurer

DS
PB