

Control Number: 50298



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**PUBLIC UTILITY COMMISSION OF TEXAS
PROJECT NO. 50298
RETAIL ELECTRIC PROVIDERS (REPs) ANNUAL REPORTS FOR 2019
AND SEMI-ANNUAL REPORTS FOR 2020**

**SEMI-ANNUAL REPORT OF MUTUAL ENERGY SWEPCO L.L.C.
PURSUANT TO 16 TEX. ADMIN. CODE § 25.107(i)(5)(B) (TAC)**

AUGUST 11, 2020

**CONTACT PERSON:
Jonathan Griffin
(512) 481-4565
jmgriffin@aep.com**

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RETAIL ELECTRIC PROVIDERS (REPs) ANNUAL REPORTS FOR 2019 AND SEMI-ANNUAL REPORTS FOR 2020	§ § § § §	PUBLIC UTILITY COMMISSION OF TEXAS
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**SEMI-ANNUAL REPORT OF MUTUAL ENERGY SWEPCO L.L.C.
PURSUANT TO 16 TEX. ADMIN. CODE § 25.107(i)(5)(B) (TAC)**

Pursuant to 16 TAC § 25.107(i)(5)(B), Mutual Energy SWEPCO L.L.C. ("Mutual Energy SWEPCO") is submitting its REP Semi-Annual Report. Mutual Energy SWEPCO hereby submits the affidavit of Greg B. Hall, President, attesting to the facts represented herein. (See Attachment A - Affidavit).

1. Documentation to demonstrate ongoing compliance with the financial requirements of subsection (f) of this section. 16 TAC § 25.107(i)(5)(B)(i)

- a. Investment Grade Credit Rating. 16 TAC § 25.107(f)(1)(A)

Mutual Energy SWEPCO is currently certified as an investment grade REP through its guarantor, American Electric Power Company, Inc. ("AEP"). (See Attachment B - Standard Guaranty Agreement.) AEP maintains an investment grade, senior unsecured rating of BBB+ by S&P Global Ratings. (See Attachment C - S&P Credit Rating Report.)

- b. The amount of customer deposits and the balance of an account in which customer deposits are held. 16 TAC § 25.107(f)(2)(A)

Mutual Energy SWEPCO has not collected any customer deposits or residential advance payments.

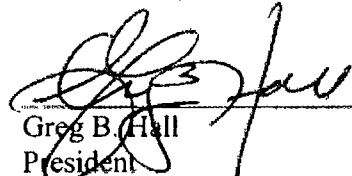
2. The audited financial statements of the REP or its guarantor for the most recent completed calendar or fiscal year with accompanying footnotes and the independent auditor's report. 16 TAC § 25.107(i)(5)(B)(ii)

Per 16 TAC § 25.107(i)(5)(D), REPs or guarantors with an investment grade credit rating are not required to provide financial statements. However, AEP's 10-K report as well as other financial information may be found at <http://www.aep.com/investors>.

3. The unaudited financial statements for the most recent six-month financial period that immediately follows the end of its most recent fiscal year, or six consecutive months of monthly financial statements. 16 TAC § 25.107(i)(5)(B)(iii)

Per 16 TAC § 25.107(i)(5)(D), REPs or guarantors with an investment grade credit rating are not required to provide financial statements. However, AEP's 10-K and 10-Q reports as well as other financial information may be found at <http://www.aep.com/investors>.

Submitted By:

A handwritten signature in black ink, appearing to read "Greg B. Hall", is written over a horizontal line.

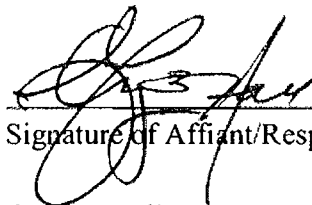
Greg B. Hall
President

Mutual Energy SWEPCO L.L.C.
155 West Nationwide Blvd., Suite 500
Columbus, OH 43215

AFFIDAVIT

STATE OF OHIO §
COUNTY OF FRANKLIN §

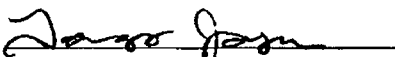
1. My name is Greg B. Hall. I am President of the reporting Retail Electric Provider ("REP") Mutual Energy SWEPCO L.L.C.
2. I swear or affirm that I have personal knowledge of the facts stated in this REP Semi-Annual Report, that I am competent to testify to them, and that I have the authority to make this Report on behalf of the reporting REP. I further swear or affirm that all of the statements and/or representations made in this Report are true, complete, and correct. I swear or affirm that the reporting REP is not in material violation of any of the requirements of its certificate. I swear or affirm that, if any material violation of the requirements of its certificate occurred subsequent to the reporting period applicable to this Report, the reporting REP has notified the Commission of same. I swear or affirm that the reporting REP understands and will comply with all requirements of applicable law and rules.
3. I swear or affirm that any assertions of confidentiality regarding this response have been made with a good faith belief that an exception to public disclosure under Chapter 552 of the Texas Government Code applies to the information provided.



Signature of Affiant/Responsible Party

Greg B. Hall
Mutual Energy SWEPCO L.L.C.

SUBSCRIBED AND SWORN TO BEFORE ME on this 4 day of August 2020.


Notary Public for State of Ohio

TANGY JOYCE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 4/15/2024

My commission expires: 4-15-24



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

**PUBLIC UTILITY COMMISSION OF TEXAS STANDARD GUARANTY
AGREEMENT FOR RETAIL ELECTRIC PROVIDERS**

WHEREAS, Mutual Energy SWEPCO, LP ("REP") has filed with the Public Utility Commission of Texas ("Commission") an application for retail electric provider certification or an application to amend retail electric provider certificate no. 10021 pursuant to Commission Rule 25.107.

WHEREAS, REP may satisfy the capital requirements for retail electric provider certification by relying upon on a guarantor that meets one of the capital requirements of Commission Rule 25.107(f)(1)(A).

WHEREAS, American Electric Power Company, Inc. ("Guarantor") is an affiliate of REP as defined by Commission Rule 25.107(b)(1) and meets one of the capital requirements of Commission Rule 25.107(f)(1)(A).

NOW THEREFORE, in consideration of and in order to induce the Commission to grant retail electric provider certification to or to amend the existing certification of REP, Guarantor hereby covenants and agrees to the following provisions:

- 1) **Guaranty.** Guarantor hereby unconditionally and irrevocably guarantees the full and faithful payment to the Commission of all obligations of REP (collectively, the "Obligations") that are required by the Commission's rules and orders including, but not limited to, refund of customer deposits and residential advance payments, payment for services provided by the independent organization related to serving REP's customers, payment for services provided by a TDU, and payment of administrative penalties, provided that such Obligations shall not include special, exemplary, equitable, indirect, punitive, or tort damages.
- 2) **Termination.** This guaranty agreement shall be a continuing guaranty of payment and not of collection, and shall terminate and be of no further force and effect in the event that (a) REP meets the requirements of Commission Rule 25.107(f)(1) through other means or (b) an application to relinquish retail electric provider certificate no. 10021 is approved by the commission through an order that has become final.
- 3) **Governing Law.** This guaranty agreement shall be governed by, and construed in accordance with, the laws of the state of Texas, without regard to conflicts of laws principles.
- 4) **Payment Demand.** If REP fails to pay or refuses to pay any of the Obligations due and payable under the Commission's rules, the Commission may make one or several demands for payment upon Guarantor for all or part of the Obligations (hereafter, "Payment Demand"), and Guarantor shall pay or cause REP to pay such Payment

Demand within five working days. The Payment Demand shall be in writing and shall specify the amount REP has failed to pay and include a specific statement that the Commission is calling upon Guarantor to pay under this guaranty agreement. The Payment Demand shall identify the bank, bank routing number, and bank account number to which the funds should be wire transferred, and any other information that may be necessary to effect the wire transfer. Failure of the Commission to make a Payment Demand shall neither relieve nor discharge Guarantor in any respect of its obligation under this guaranty agreement to pay the Obligations promptly when due.

- 5) **Representations and Warranties.** Guarantor represents and warrants that:
- a) it is a corporation duly organized and validly existing under the laws of the State of New York and has the power and authority to execute, deliver, and carry out the terms and provisions of this guaranty agreement;
 - b) no authorization, approval, consent, or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this guaranty agreement; and,
 - c) this guaranty agreement, when executed and delivered, will constitute a valid and legally binding agreement of Guarantor, except as the enforceability of this guaranty agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditor's rights generally and by general principles of equity.
- 6) **Setoffs and Counterclaims.** Guarantor reserves to itself all rights, setoffs, counterclaims, and other defenses to which REP may be entitled other than defenses arising from the bankruptcy or insolvency of REP.
- 7) **Subrogation.** Upon the payment of the Obligations, Guarantor shall be subrogated to the rights of the Commission with respect to any and all such payments made by Guarantor hereunder.
- 8) **Waivers.** Guarantor hereby waives promptness, diligence, presentment, demand of payment, protest, order, and notice (except as set forth herein) in connection with Guarantor's obligations under this guaranty agreement. Guarantor also hereby waives any requirement that the Commission exhaust any right to take any action against REP or any other person prior to or contemporaneously with proceeding to exercise any right against Guarantor under this guaranty agreement.
- 9) **Successors and Assignment.** This guaranty agreement shall bind Guarantor and its successors. REP shall apply to amend its certification pursuant to Commission Rule 25.107(i)(2) if this guaranty agreement is or will be held by a successor. This guaranty agreement shall not be assigned.

10) **Entire Agreement.** This guaranty agreement constitutes the entire agreement between Guarantor and the Commission, and supersedes and terminates any prior agreements, amendments, and understandings relating to the matters set forth herein.

11) **Notice.** Any Payment Demand, notice, request, instruction, correspondence, or other document to be given hereunder by any party to another (hereafter, "Notice") shall be in writing and shall be delivered personally or by overnight courier to:

Public Utility Commission of Texas
1701 N. Congress Ave.
Austin, TX 78711

Notice shall be effective upon actual receipt.

American Electric Power Company, Inc.

155 W. Nationwide Blvd., Suite 500,
Columbus, OH 43215
Attn: Managing Director, Credit Risk
Management
Telephone: 614-583-6728
Facsimile: 614-583-1604

IN WITNESS WHEREOF, Guarantor has caused this guaranty agreement to be executed on the date set forth below in its corporate name and by its authorized representative.

AMERICAN ELECTRIC POWER COMPANY, INC.

By


Julia A. Sloat

Title: Treasurer

Date: February 28, 2013

Attachment C is confidential and filed under seal pursuant to
PUC Procedural Rule § 22.71(d)