UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported) November 10, 2021

AMERICAN ELECTRIC POWER COMPANY, INC.

(Exact Name of Registrant as Specified in Its Charter)

New York	**1-3525**	**13-4922640**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)
1 Riverside Plaza, Columbus, OH		43215
(Address of Principal Executive Offices)		(Zip Code)

(Registrant's Telephone Number, Including Area Code) (614) 716-1000

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Registrant	Title of each class	Trading Symbol(s)	Name of each exchange on which registered
American Electric Power Company, Inc.	Common Stock, $6.50 par value	AEP	The NASDAQ Stock Market LLC
American Electric Power Company, Inc.	6.125% Corporate Units	AEPPL	The NASDAQ Stock Market LLC
American Electric Power Company, Inc.	6.125% Corporate Units	AEPPZ	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

☐

Item 8.01.Other Events

On November 10, 2021, American Electric Power Company, Inc. (the "Company") entered into an Underwriting Agreement with BofA Securities, Inc., Credit Suisse Securities (USA) LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC as representatives of the underwriters named therein, relating to the offering and sale by the Company of $750,000,000 of 3.875% Fixed-to-Fixed Reset Rate Junior Subordinated Debentures (the "Debentures").

Item 9.01. Financial Statements and Exhibits

(c) Exhibits

1(a)	Underwriting Agreement, dated November 10, 2021, between the Company and the Underwriters named in Exhibit 1 thereto, in connection with the sale of the Notes.
4(a)	Supplemental Indenture No. 3 between the Company and The Bank of New York Mellon Trust Company, N.A. as trustee, dated November 15, 2021, establishing the terms of the Debentures.
4(b)	Form of the Debentures (included in Exhibit 4(a) hereto).
5(a)	Opinion of David C. House regarding the legality of the Debentures.
8(a)	Opinion of Simpson Thacher & Bartlett LLP regarding certain tax matters.
104	Cover Page Interactive Data File - The cover page iXBRL tags are embedded within the inline XBRL document.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.

By:	/s/ David C. House
Name:	David C. House
Title	Assistant Secretary

November 16, 2021

Exhibit 1(a)

AMERICAN ELECTRIC POWER COMPANY, INC.

Underwriting Agreement

Dated November 10, 2021

AGREEMENT made between AMERICAN ELECTRIC POWER COMPANY, INC., a corporation organized and existing under the laws of the State of New York (the Company), and the several persons, firms and corporations (the Underwriters) named in Exhibit 1 hereto.

WITNESSETH:

WHEREAS, the Company proposes to issue and sell $750,000,000 aggregate principal amount of its 3.875% Fixed-to-Fixed Reset Rate Junior Subordinated Debentures due 2062 (the "Debentures"), to be issued pursuant to the Indenture dated as of March 1, 2008, between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the Trustee), as heretofore amended and supplemented and as to be further amended and supplemented by a supplemental indenture relating to the Debentures (the "Supplemental Indenture") between the Company and the Trustee (said Indenture as so amended and supplemented by the Supplemental Indenture being hereafter referred to as the Indenture); and

WHEREAS, the Underwriters have designated the persons signing this Agreement (collectively, the "Representatives") to execute this Agreement on behalf of the respective Underwriters and to act for the respective Underwriters in the manner provided in this Agreement; and

WHEREAS, the Company has prepared and filed, in accordance with the provisions of the Securities Act of 1933, as amended (the Act), with the Securities and Exchange Commission (the Commission), a registration statement on Form S-3 (File No. 333-249918), which was effective upon filing with the Commission, and a prospectus relating to, among other securities, its junior subordinated debentures; and

WHEREAS, such registration statement, including the financial statements, the documents incorporated or deemed incorporated therein by reference, and the exhibits thereto, being herein called, collectively, the Registration Statement, and the prospectus, including the documents incorporated or deemed incorporated therein by reference, constituting a part of such Registration Statement, as it may be last amended or supplemented prior to the effectiveness of this Agreement, but excluding any amendment or supplement relating solely to securities other than the Debentures, being herein called the Basic Prospectus, and the Basic Prospectus, as amended and supplemented, including documents incorporated by reference therein, together with the Preliminary Prospectus Supplement dated November 10, 2021, immediately prior to the Applicable Time (as defined below), being herein called the Pricing Prospectus, and the Basic Prospectus included in the Registration Statement, as it is to be supplemented by a final prospectus supplement (the Prospectus Supplement) to include information relating to the Debentures, including the names of the Underwriters, the price and terms of the offering, the interest rate, maturity date

and certain other information relating to the Debentures, which will be filed with the Commission pursuant to Rule 424(b) of the Commission's General Rules and Regulations under the Act (the Rules), including all documents then incorporated or deemed to have been incorporated therein by reference, being herein called the Prospectus.

For purposes of this Agreement, the Applicable Time is 3:15 p.m. (New York Time) on the date of this Agreement and the documents listed in Exhibit 2, taken together, collectively being herein called the Pricing Disclosure Package.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is agreed between the parties as follows:

1. Purchase and Sale: Upon the basis of the warranties and representations and on the terms and subject to the conditions herein set forth, the Company agrees to sell to the respective Underwriters named in Exhibit 1 hereto, severally and not jointly, and the respective Underwriters, severally and not jointly, agree to purchase from the Company, the respective principal amounts of the Debentures set opposite their names in Exhibit 1 hereto, together aggregating all of the Debentures, at a price for the Debentures equal to 99.0% of the principal amount thereof.

2. Payment and Delivery: Payment for the Debentures shall be made to the Company by wire transfer in immediately available funds or in such other manner as the Company and the Representatives shall mutually agree upon in writing, upon the delivery of the Debentures to the Representatives for the respective accounts of the Underwriters against receipt therefor signed by the Representatives on behalf of themselves and for the other Underwriters. Such delivery shall be made at 10:00 A.M., New York Time, on November 15, 2021 (or on such later business day, not more than five business days subsequent to such day, as may be mutually agreed upon by the Company and the Underwriters), unless postponed in accordance with the provisions of Section 9 hereof, at the offices of Hunton Andrews Kurth LLP, 200 Park Avenue, New York, New York 10166, or at such other place as the Company and the Representatives shall mutually agree in writing. The time at which payment and delivery are to be made is herein called the Time of Purchase.

The delivery of the Debentures shall be made in fully registered form, registered in the name of CEDE & CO., to the offices of The Depository Trust Company in New York, New York and the Representatives shall accept such delivery on behalf of themselves and the other Underwriters.

3. Conditions of Underwriters' Obligations: The several obligations of the Underwriters hereunder are subject to the accuracy of the warranties and representations on the part of the Company on the date hereof, at the Applicable Time, and at the Time of Purchase and to the following other conditions:

(a) That all legal proceedings to be taken and all legal opinions to be rendered in connection with the issue and sale of the Debentures shall be satisfactory in form and substance to Hunton Andrews Kurth LLP, counsel to the Underwriters.

(b) That, at the Time of Purchase, the Representatives shall be furnished with the following opinions, dated the day of the Time of Purchase, with conformed copies or signed counterparts thereof for the other Underwriters, with such changes therein as may be agreed upon by the Company and the Representatives with the approval of Hunton Andrews Kurth LLP, counsel to the Underwriters:

1. Opinion of David C. House, Esq. or William E. Johnson, Esq., counsel to the Company, substantially in the form heretofore previously provided to the Representatives;

2. Opinion of Simpson Thacher & Bartlett LLP, special tax counsel to the Company, substantially in the form heretofore previously provided to the Representatives; and

3. Opinion and related negative assurance letter of Hunton Andrews Kurth LLP, counsel to the Underwriters, substantially in the forms heretofore previously provided to the Representatives.

(c) That the Representatives shall have received on the date hereof and shall receive at the Time of Purchase letters from PricewaterhouseCoopers LLP (i) dated the date hereof and (ii) dated the date of the Time of Purchase, respectively, in form and substance satisfactory to the Representatives (which may refer to the letter previously delivered to the Representatives, as applicable) (x) confirming that with respect to the Company they are an independent registered public accounting firm within the meaning of the Act and the applicable published rules and regulations of the Commission and the Public Company Accounting Oversight Board (United States) thereunder, (y) stating that in their opinion the consolidated financial statements audited by them and included or incorporated by reference in the Registration Statement, Pricing Prospectus and Prospectus, respectively, complied as to form in all material respects with the then applicable accounting requirements of the Commission, including the applicable published rules and regulations of the Commission, and (z) covering as of a date not more than three business days prior to the date of each such letter, as applicable, such other matters as the Representatives reasonably request.

(d) The Pricing Term Sheet (as defined in Section 6(a) hereof) contemplated by Section 6(b) hereof, and any other material required pursuant to Rule 433(d) under the Act, shall have been filed by the Company with the Commission within the applicable time periods prescribed by Rule 433 under the Act.

(e) That no amendment to the Registration Statement and that no supplement to the Pricing Prospectus or the Prospectus of the Company (other than the Pricing Prospectus or amendments, prospectuses or prospectus supplements relating solely to securities other than the Debentures) relating to the Debentures and no document which would be deemed incorporated in the Pricing Prospectus or Prospectus by reference filed subsequent to the date hereof and

prior to the Time of Purchase shall contain material information substantially different from that contained in the Pricing Prospectus which is unsatisfactory in substance to the Representatives or unsatisfactory in form to Hunton Andrews Kurth LLP, counsel to the Underwriters.

(f) That, prior to the Time of Purchase, no stop order with respect to the effectiveness of the Registration Statement shall have been issued under the Act by the Commission or proceedings therefor initiated.

(g) That, from the date hereof to the Time of Purchase, there shall not have been any material adverse change in the business, properties or financial condition of the Company from that set forth in the Pricing Prospectus (other than changes referred to in or contemplated by the Pricing Prospectus), and that the Company shall, at the Time of Purchase, have delivered to the Representatives a certificate of an executive officer of the Company to the effect that, to the best of his knowledge, information and belief, there has been no such change.

(h) That the Company shall have performed such of its obligations under this Agreement as are to be performed at or before the Time of Purchase by the terms hereof.

4. Certain Covenants of the Company: In further consideration of the agreements of the Underwriters herein contained, the Company covenants as follows:

(a) As soon as practicable, and in any event within the time prescribed by Rule 424 under the Act, to file the Prospectus with the Commission and make any other required filings pursuant to Rule 433 under the Act; as soon as the Company is advised thereof, to advise the Representatives and confirm the advice in writing of any request made by the Commission for amendments to the Registration Statement, Pricing Prospectus or Prospectus or for additional information with respect thereto or of the entry of an order suspending the effectiveness of the Registration Statement or preventing or suspending the use of the Pricing Prospectus or the Prospectus or of the initiation or threat of any proceedings for that purpose and, if such an order should be entered by the Commission, to make every reasonable effort to obtain the prompt lifting or removal thereof.

(b) To deliver to the Underwriters, without charge, as soon as practicable (and in any event within 24 hours after the date hereof), and from time to time thereafter during such period of time (not exceeding nine months) after the date hereof as they are required by law to deliver a prospectus (or required to deliver but for Rule 172 under the Act), as many copies of the Prospectus (as supplemented or amended if the Company shall have made any supplements or amendments thereto, other than supplements or amendments relating solely to securities other than the Debentures) as the Representatives may reasonably request; and in case any Underwriter is required to deliver a prospectus after the expiration of nine months after the date hereof, to furnish to any Underwriter, upon request, at the expense of such Underwriter, a reasonable quantity of a supplemental prospectus or of supplements to the Prospectus complying with Section 10(a)(3) of the Act.

(c) To furnish to the Representatives a copy, certified by the Secretary or an Assistant Secretary of the Company, of the Registration Statement as initially filed with the Commission and of all amendments thereto (exclusive of exhibits), other than amendments relating solely to securities other than the Debentures and, upon request, to furnish to the Representatives sufficient plain copies thereof (exclusive of exhibits) for distribution to the other Underwriters.

(d) For such period of time (not exceeding nine months) after the date hereof as they are required by law to deliver a prospectus (or required to deliver but for Rule 172 under the Act), if any event shall have occurred as a result of which it is necessary to amend or supplement the Pricing Prospectus or the Prospectus in order to make the statements therein, in the light of the circumstances when the Pricing Prospectus or the Prospectus is delivered to a purchaser, not contain any untrue statement of a material fact or not omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading, forthwith to prepare and furnish, at its own expense, to the Underwriters and to dealers (whose names and addresses will be furnished to the Company by the Representatives) to whom principal amounts of the Debentures may have been sold by the Representatives for the accounts of the Underwriters and, upon request, to any other dealers making such request, copies of such amendments to the Pricing Prospectus or the Prospectus or supplements to the Pricing Prospectus or the Prospectus.

(e) As soon as practicable, the Company will make generally available to its security holders and to the Underwriters an earnings statement or statement of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(f) To use its best efforts to qualify the Debentures for offer and sale under the securities or "blue sky" laws of such jurisdictions as the Representatives may designate and shall maintain such qualifications so long as required for the offering and sale of the Debentures within six months after the date hereof and itself to pay, or to reimburse the Underwriters and their counsel for, reasonable filing fees and expenses in connection therewith in an amount not exceeding $3,500 in the aggregate (including filing fees and expenses paid and incurred prior to the effective date hereof), provided, however, that the Company shall not be required to qualify as a foreign corporation or to file a consent to service of process or to file annual reports or to comply with any other requirements deemed by the Company to be unduly burdensome.

(g) To pay all expenses, fees and taxes (other than transfer taxes on resales of the Debentures by the respective Underwriters) in connection with the issuance and delivery of the Debentures, except that the Company shall be required to pay the fees and disbursements (other than disbursements referred to in paragraph (f) of this Section 4) of counsel to the Underwriters, only in the events provided in paragraph (h) of this Section 4 and paragraphs (a) and (c) of Section 8, the Underwriters hereby agreeing to pay such fees and disbursements in any other event.

(h) If the Underwriters shall not take up and pay for the Debentures due to the failure of the Company to comply with any of the conditions specified in Section 3 hereof, or, if this Agreement shall be terminated in accordance with the provisions of Section 9 or 10 hereof, to pay the fees and disbursements of counsel to the Underwriters, and, if the Underwriters shall not take up and pay for the Debentures due to the failure of the Company to comply with any of the conditions specified in Section 3 hereof, to reimburse the Underwriters for their reasonable out-of-pocket expenses, in an aggregate amount not exceeding a total of $10,000, incurred in connection with the financing contemplated by this Agreement.

(i) During the period from the date hereof and continuing to and including the earlier of (i) the date which is after the Time of Purchase on which the distribution of the Debentures ceases, as determined by the Representatives in their sole discretion, and (ii) the date which is 30 days after the Time of Purchase, the Company agrees it will not, sell, offer to sell, grant any option for the sale of, or otherwise dispose of any Debentures, any security convertible into, exchangeable into or exercisable for the Debentures or any debt securities substantially similar to the Debentures (except for the Debentures issued pursuant to this Agreement), without the prior written consent of the Representatives. This agreement does not apply to issuances of (i) commercial paper or other debt securities with scheduled maturities of less than one year or (ii) any Senior Indebtedness (as defined in the Supplemental Indenture).

(j) If at any time when the Debentures remain unsold by the Underwriters, the Company receives from the Commission a notice pursuant to Rule 401(g)(2) of the Act or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Company will (i) promptly notify the Representatives, (ii) promptly file a new registration statement or post-effective amendment on the proper form relating to the Debentures, in a form satisfactory to the Representatives, (iii) use its reasonable best efforts to cause such registration statement or post-effective amendment to be declared effective and (iv) promptly notify the Representatives of such effectiveness. The Company will take all other reasonable action necessary or appropriate to permit the public offering and sale of the Debentures to continue as contemplated in the registration statement that was the subject of the Rule 401(g)(2) notice or for which the Company has otherwise become ineligible. References herein to the Registration Statement shall include such new registration statement or post-effective amendment, as the case may be.

5. Warranties of the Company: The Company represents and warrants to, and agrees with you, as set forth below:

(a) the Registration Statement on its effective date complied with the applicable provisions of the Act and the Rules and the Registration Statement at its effective date and as of the Applicable Time did not, and at the Time of Purchase will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, the Pricing Disclosure Package as of the Applicable Time did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the

circumstances under which they were made, not misleading, and the Basic Prospectus on the date of this Agreement and the Prospectus as of its date complies, and at the Time of Purchase the Prospectus will comply, with the applicable provisions of the Act and the Trust Indenture Act of 1939, as amended (Trust Indenture Act), and the rules and regulations of the Commission, the Basic Prospectus and the Prospectus as of their respective dates do not, and the Prospectus at the Time of Purchase will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the Company makes no warranty or representation to the Underwriters with respect to any statements or omissions made in the Registration Statement, the Basic Prospectus, the Pricing Prospectus, any Permitted Free Writing Prospectus or the Prospectus in reliance upon and in conformity with information furnished in writing to the Company by, or through the Representatives on behalf of, any Underwriter expressly for use in the Registration Statement, the Basic Prospectus, the Pricing Prospectus, any Permitted Free Writing Prospectus or the Prospectus, or to any statements in or omissions from that part of the Registration Statement that shall constitute the Statement of Eligibility under the Trust Indenture Act of the Trustee under the Indenture.

(b) As of the Time of Purchase, the Indenture will have been duly authorized by the Company and duly qualified under the Trust Indenture Act and, when executed and delivered by the Trustee and the Company, will constitute a legal, valid and binding instrument enforceable against the Company in accordance with its terms and the Debentures will have been duly authorized, executed, authenticated and, when paid for by the purchasers thereof, will constitute legal, valid and binding obligations of the Company entitled to the benefits of the Indenture, except as the enforceability thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights in general, and except as the availability of the remedy of specific performance is subject to general principles of equity (regardless of whether such remedy is sought in a proceeding in equity or at law), and by an implied covenant of good faith and fair dealing.

(c) The documents incorporated by reference in the Registration Statement or Pricing Prospectus, when they were filed with the Commission, complied in all material respects with the applicable provisions of the Securities Exchange Act of 1934, as amended (the 1934 Act), and the rules and regulations of the Commission thereunder, and as of such time of filing, when read together with the Pricing Prospectus, the Permitted Free Writing Prospectus and the Prospectus, none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The information contained in a Permitted Free Writing Prospectus listed in Exhibit 2 does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and no such Permitted Free Writing Prospectus, taken together with the remainder of the Pricing Disclosure Package as of the Applicable Time, did contain an untrue

statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) With respect to the Registration Statement, (i) the Registration Statement is an "automatic shelf registration statement" (as defined in Rule 405 under the Act), (ii) the Company has not received from the Commission any notice pursuant to Rule 401(g)(2) of the Act objecting to the use of the automatic shelf registration statement and (iii) the conditions for use of Form S-3, as set forth in the General Instructions thereof, have been satisfied.

(e) (A) At the time of filing of the Registration Statement, (B) at the time of the most recent amendment to the Registration Statement for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the 1934 Act or form of prospectus) and (C) at the time the Company or any person acting on its behalf (within the meaning for this clause only, of Rule 163(c) under the Act) made any offer relating to the Debentures in reliance on the exemption of Rule 163 under the Act, the Company was a "well-known seasoned issuer" (as defined in Rule 405 under the Act).

(f) Since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, except as otherwise referred to or contemplated therein, there has been no material adverse change in the business, properties or financial condition of the Company.

(g) This Agreement has been duly authorized, executed and delivered by the Company.

(h) The consummation by the Company of the transactions contemplated herein is not in violation of its charter or bylaws, will not result in the violation of any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court having jurisdiction over the Company or its properties, and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company under any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument to which the Company is a party or by which it may be bound or to which any of its properties may be subject (except for conflicts, breaches or defaults which would not, individually or in the aggregate, be materially adverse to the Company or materially adverse to the transactions contemplated by this Agreement).

(i) No authorization, approval, consent or order of any court or governmental authority or agency is necessary in connection with the issuance and sale by the Company of the Debentures or the consummation of the transactions by the Company contemplated in this Agreement, except (A) such as may be required under the Act or the Rules; (B) the qualification of the Indenture under the Trust Indenture Act; and (C) such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or "Blue Sky" laws.

(j) The consolidated financial statements of the Company and its consolidated subsidiaries together with the Debentures thereto, included or incorporated by reference in the Pricing Prospectus and the Prospectus present fairly the financial position of the Company at the dates or for the periods indicated; said consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles applied, apart from reclassifications disclosed therein, on a consistent basis throughout the periods involved; and the selected consolidated financial information of the Company included in the Pricing Prospectus and the Prospectus presents fairly the information shown therein and has been compiled, apart from reclassifications disclosed therein, on a basis consistent with that of the audited financial statements of the Company included or incorporated by reference in the Pricing Prospectus and the Prospectus.

(k) There is no pending action, suit, investigation, litigation or proceeding, including, without limitation, any environmental action, affecting the Company before any court, governmental agency or arbitration that is reasonably likely to have a material adverse effect on the business, properties, financial condition or results of operations of the Company, except as disclosed in the Pricing Prospectus.

(l) At the determination date for purposes of the Debentures within the meaning of Rule 164(h) under the Act, the Company was not an "ineligible issuer" as defined in Rule 405 under the Act.

(m) The Company has not made any filings pursuant to the 1934 Act, or the rules and regulations thereunder, within 24 hours preceding the Applicable Time.

(n) Neither the Company nor any of its subsidiaries, to the knowledge of the Company, any director, officer, agent or employee of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (OFAC); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

The Company's covenants, warranties and representations contained in this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of any person, and shall survive the delivery of and payment for the Debentures hereunder.

6. Free Writing Prospectuses:

(a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Debentures that would constitute a "free writing prospectus" as defined in Rule 405 under the Act, other than a Permitted Free Writing Prospectus; each Underwriter, severally and not jointly, represents and agrees that,

without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Debentures that would constitute a "free writing prospectus," as defined in Rule 405 under the Act, other than a Permitted Free Writing Prospectus or one or more free writing prospectuses that contain only preliminary or final terms of the Debentures (which may include prices of bonds from comparable issuers) and is not required to be filed by the Company pursuant to Rule 433 of the Act or one or more free writing prospectuses that contains information substantially the same as the information contained in the free writing prospectus, dated the date hereof, filed pursuant to Rule 433(d) of the Act relating to the Debentures (the Pricing Term Sheet); any such free writing prospectus the use of which has been consented to by the Company and the Representatives (which shall include the Pricing Term Sheet discussed in Section 6(b)) is listed in Exhibit 2 and herein called a "Permitted Free Writing Prospectus."

(b) The Company agrees to prepare the Pricing Term Sheet, which shall be previously approved by the Representatives, and to file the Pricing Term Sheet pursuant to Rule 433(d) under the Act within the time period prescribed by such Rule.

(c) The Company and each Underwriter have complied and will comply with the requirements of Rule 433 under the Act applicable to any other Permitted Free Writing Prospectus, including timely Commission filing where required and legending.

(d) The Company and each Underwriter agree that if at any time following issuance of a Permitted Free Writing Prospectus any event occurred or occurs as a result of which such Permitted Free Writing Prospectus would conflict in any material respect with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances then prevailing, not misleading, then (i) the party that first becomes aware of the foregoing will give prompt notice thereof to the Representatives and/ or the Company, as applicable, and, (ii) if requested by the Representatives or the Company, as applicable, the Company will prepare and furnish without charge a Permitted Free Writing Prospectus or other document which will correct such conflict, statement or omission.

(e) Each Underwriter agrees that (i) no information that is conveyed to investors by such Underwriter has been or will be inconsistent with the information contained in the Pricing Disclosure Package, and (ii) if any Underwriter shall use a free writing prospectus that contains information in addition to, or in conflict with, the Pricing Disclosure Package, the liability arising from its use of such additional or conflicting information shall be the sole responsibility of such Underwriter using such free writing prospectus; provided, however, that, for the avoidance of doubt, this clause 6(e)(ii) shall not be interpreted as tantamount to the indemnification obligations contained in Section 8(b) hereof.

7. Warranties of Underwriters: Each Underwriter warrants and represents that the information furnished in writing to the Company through the Representatives for use in the Registration Statement, in the Basic Prospectus, in any Permitted Free Writing Prospectus, in the Pricing Prospectus, in the Prospectus, or in the Prospectus as amended or supplemented is correct as to such Underwriter. The warranties and representations of such Underwriter contained in this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or other person, and shall survive the delivery of and payment for the Debentures hereunder.

8. Indemnification and Contribution:

(a) To the extent permitted by law, the Company agrees to indemnify and hold harmless each Underwriter, each Underwriter's employees, agents, officers and directors and each person, if any, who controls an Underwriter within the meaning of Section 15 of the Act, against any and all losses, claims, damages or liabilities, joint or several, to which an Underwriter, they or any of you or them may become subject under the Act or otherwise, and to reimburse the Underwriters, they or any of you or them for any legal or other expenses incurred by you or them in connection with defending any action, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any alleged untrue statement or untrue statement of a material fact contained in the Registration Statement, in the Basic Prospectus (if used prior to the effective date of this Agreement), in the Pricing Prospectus, in any Permitted Free Writing Prospectus, in any "issuer free writing prospectus" (as defined in Rule 433 under the Act) or in the Prospectus, or if the Company shall furnish or cause to be furnished to the Underwriters any amendments or any supplements to the Pricing Prospectus or the Prospectus, in the Pricing Prospectus or the Prospectus as so amended or supplemented except to the extent that such amendments or supplements relate solely to securities other than the Debentures (provided that if such Prospectus or such Prospectus, as amended or supplemented, is used after the period of time referred to in Section 4(b) hereof, it shall contain such amendments or supplements as the Company deems necessary to comply with Section 10(a) of the Act), or arise out of or are based upon any alleged omission or omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any such alleged untrue statement or omission, or untrue statement or omission which was made in the Registration Statement, in the Basic Prospectus, in the Pricing Prospectus, in any Permitted Free Writing Prospectus, in any "issuer free writing prospectus" (as defined in Rule 433 under the Act) or in the Prospectus, or in the Prospectus as so amended or supplemented, in reliance upon and in conformity with information furnished in writing to the Company by or through the Representatives expressly for use therein or with any statements in or omissions from that part of the Registration Statement that shall constitute the Statement of Eligibility under the Trust Indenture Act of the Trustee under the Indenture. Each Underwriter agrees promptly after its receipt of written notice of the commencement of any action in respect to which indemnity from the Company on account of its agreement contained in this Section 8(a) may be sought by any such Underwriter, or by any person controlling any such Underwriter, to notify the Company in writing of the commencement thereof, but the omission so to notify the

Company of any such action shall not release the Company from any liability which it may have to an Underwriter or to such controlling person otherwise than on account of the indemnity agreement contained in this Section 8(a). In case any such action shall be brought against an Underwriter or any such controlling person and an Underwriter shall notify the Company of the commencement thereof, as above provided, the Company shall be entitled to participate in, and, to the extent that it shall wish, including the selection of counsel (such counsel to be reasonably acceptable to the indemnified party), to direct the defense thereof at its own expense. In case the Company elects to direct such defense and select such counsel (hereinafter, Company's counsel), an Underwriter or any controlling person shall have the right to employ its own counsel, but, in any such case, the fees and expenses of such counsel shall be at such Underwriter's or controlling person's expense unless (i) the Company has agreed in writing to pay such fees and expenses or (ii) the named parties to any such action (including any impleaded parties) include both an Underwriter or any controlling person and the Company and such Underwriter or any controlling person shall have been advised by its counsel that a conflict of interest between the Company and such Underwriter or any controlling person may arise (and the Company's counsel shall have concurred in good faith with such advice) and for this reason it is not desirable for the Company's counsel to represent both the indemnifying party and the indemnified party (it being understood, however, that the Company shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the Underwriters or any controlling person (plus any local counsel retained by the Underwriters or any controlling person in their reasonable judgment), which firm (or firms) shall be designated in writing by the Underwriters or any controlling person).

(b) Each Underwriter agrees, to the extent permitted by law, severally and not jointly, to indemnify, hold harmless and reimburse the Company, its directors and such of its officers as shall have signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the Act, to the same extent and upon the same terms as the indemnity agreement of the Company set forth in Section 8(a) hereof, but only with respect to untrue statements or alleged untrue statements or omissions or alleged omissions made in the Registration Statement, or in the Basic Prospectus (if used prior to the effective date of this Agreement), or in the Pricing Prospectus, or in any Permitted Free Writing Prospectus, or in the Prospectus, or in the Prospectus as so amended or supplemented, in reliance upon and in conformity with information furnished in writing to the Company by the Representatives on behalf of such Underwriter expressly for use therein. The Company agrees promptly after the receipt by it of written notice of the commencement of any action in respect to which indemnity from you on account of your agreement contained in this Section 8(b) may be sought by the Company, or by any person controlling the Company, to notify you in writing of the commencement thereof, but the Company's omission so to notify you of any such action shall not release you from any liability which you may have to the Company or to

such controlling person otherwise than on account of the indemnity agreement contained in this Section 8(b).

(c) If recovery is not available or insufficient to hold the indemnified party harmless under Section 8(a) or 8(b) hereof for any reason other than as specified therein, the indemnified party shall be entitled to contribution for any and all losses, claims, damages, liabilities and expenses for which such indemnification is so unavailable or insufficient under this Section 8(c). In determining the amount of contribution to which such indemnified party is entitled, there shall be considered the portion of the proceeds of the offering of the Debentures realized by the Company on the one hand and the Underwriters on the other hand, the relative knowledge and access to information concerning the matter with respect to which the claim was asserted, the opportunity to correct and prevent any statement or omission, and any equitable considerations appropriate under the circumstances. The Company and the Underwriters agree that it would not be equitable if the amount of such contribution were determined by pro rata or per capita allocation (even if the Underwriters were treated as one entity for such purpose) without reference to the considerations called for in the previous sentence. No Underwriter or any person controlling such Underwriter shall be obligated to contribute any amount or amounts hereunder which in the aggregate exceeds the total price of the Debentures purchased by such Underwriter under this Agreement, less the aggregate amount of any damages which such Underwriter and its controlling persons have otherwise been required to pay in respect of the same claim or any substantially similar claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. An Underwriter's obligation to contribute under this Section 8 is in proportion to its purchase obligation and not joint with any other Underwriter.

(d) No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 8 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of such indemnified party.

(e) In no event shall any indemnifying party have any liability or responsibility in respect of the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim effected without its prior written consent.

The agreements contained in this Section 8 hereof shall remain in full force and effect regardless of any investigation made by or on behalf of any person, and shall survive the delivery of and payment for the Debentures hereunder.

9. Default of Underwriters: If any Underwriter under this Agreement shall fail or refuse (otherwise than for some reason sufficient to justify, in accordance with the terms hereof, the cancellation or termination of its obligations hereunder) to purchase and pay for the principal amount of Debentures which it has agreed to purchase and pay for hereunder, and the aggregate principal amount of Debentures which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of the Debentures, the other Underwriters shall be obligated severally in the proportions which the amounts of Debentures set forth opposite their names in Exhibit 1 hereto bear to the aggregate principal amount of Debentures set forth opposite the names of all such non-defaulting Underwriters, to purchase the Debentures which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on the terms set forth herein; provided that in no event shall the principal amount of Debentures which any Underwriter has agreed to purchase pursuant to Section 1 hereof be increased pursuant to this Section 9 by an amount in excess of one-ninth of such principal amount of Debentures without the written consent of such Underwriter. If any Underwriter or Underwriters shall fail or refuse to purchase Debentures and the aggregate principal amount of Debentures with respect to which such default occurs is more than one-tenth of the aggregate principal amount of the Debentures then this Agreement shall terminate without liability on the part of any non-defaulting Underwriter; provided, however, that the non-defaulting Underwriters may agree, in their sole discretion, to purchase the Debentures which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on the terms set forth herein. In the event of any such termination, the Company shall not be under any liability to any Underwriter (except to the extent, if any, provided in Section 4(h) hereof), nor shall any Underwriter (other than an Underwriter who shall have failed or refused to purchase the Debentures without some reason sufficient to justify, in accordance with the terms hereof, its termination of its obligations hereunder) be under any liability to the Company or any other Underwriter.

Nothing herein contained shall release any defaulting Underwriter from its liability to the Company or any non-defaulting Underwriter for damages occasioned by its default hereunder.

10. Termination of Agreement by the Underwriters: This Agreement may be terminated at any time prior to the Time of Purchase by the Representatives if, after the execution and delivery of this Agreement and prior to the Time of Purchase, in the Representatives' reasonable judgment, the Underwriters' ability to market the Debentures shall have been materially adversely affected because:

(a) trading in securities on the New York Stock Exchange LLC (the NYSE) shall have been generally suspended by the Commission or by the NYSE or trading in the securities of the Company shall have been suspended by the Nasdaq Global Select Market, or

(b) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other national or international calamity or crisis, or

(c) a general banking moratorium shall have been declared by Federal or New York State authorities, or

(d) there shall have been any decrease in the ratings of the Company's debt securities by Moody's Investors Service, Inc. (Moody's) or S&P Global Ratings, a division of S&P Global Inc. (S&P) or either Moody's or S&P shall publicly announce that it has such debt securities under consideration for possible downgrade.

If the Representatives elect to terminate this Agreement, as provided in this Section 10, the Representatives will promptly notify the Company by telephone or by telex or facsimile transmission, confirmed in writing. If this Agreement shall not be carried out by any Underwriter for any reason permitted hereunder, or if the sale of the Debentures to the Underwriters as herein contemplated shall not be carried out because the Company is not able to comply with the terms hereof, the Company shall not be under any obligation under this Agreement and shall not be liable to any Underwriter or to any member of any selling group for the loss of anticipated profits from the transactions contemplated by this Agreement (except that the Company shall remain liable to the extent provided in Section 4(h) hereof) and the Underwriters shall be under no liability to the Company nor be under any liability under this Agreement to one another.

11. Notices: All notices hereunder shall, unless otherwise expressly provided, be in writing and be delivered at or mailed to the following addresses or by telex or facsimile transmission confirmed in writing to the following addresses: if to the Underwriters, to the Representatives at BofA Securities, Inc., 1540 Broadway, NY8-540-26-02, New York, New York 10036, Attention: High Grade Transaction Management/Legal, Fax No. (212) 901-7881, E-mail: dg.hg_ua_notices@bofa.com; Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, New York 10010, Attention: IBCM-Legal, Fax No.: (212) 325-4296; Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Investment Banking Division, Fax No.: (212) 507-8999; RBC Capital Markets, LLC, Brookfield Place, 200 Vesey Street, 8th Floor, New York, New York 10281, Attention: Transaction Management Group, Fax No.: (212) 428-6308; and if to the Company, to American Electric Power Company, Inc., c/o American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, Ohio 43215, Attention: General Counsel (fax 614-716-1560).

12. Parties in Interest: The agreement herein set forth has been and is made solely for the benefit of the Underwriters, the Company (including the directors thereof and such of the officers thereof as shall have signed the Registration Statement), the controlling persons, if any, referred to in Section 8 hereof, and their respective successors, assigns, executors and administrators, and, except as expressly otherwise provided in Section 9 hereof, no other person shall acquire or have any right under or by the virtue of this Agreement. The Company acknowledges and agrees that in connection with all aspects of each transaction contemplated by this Underwriting Agreement, the Company and the Underwriters have an arm's length business relationship that creates no fiduciary duty on the part of any party and each expressly disclaims any fiduciary relationship.

13. Definition of Certain Terms: If there be two or more persons, firms or corporations named in Exhibit 1 hereto, the term "Underwriters", as used herein, shall be deemed to mean the several persons, firms or corporations, so named (including the Representatives herein mentioned, if so named) and any party or parties substituted pursuant to Section 9 hereof, and the term "Representatives", as used herein,

shall be deemed to mean the representative or representatives designated by, or in the manner authorized by, the Underwriters. All obligations of the Underwriters hereunder are several and not joint. If there shall be only one person, firm or corporation named in Exhibit 1 hereto, the term "Underwriters" and the term "Representatives", as used herein, shall mean such person, firm or corporation. The term "successors" as used in this Agreement shall not include any purchaser, as such purchaser, of any of the Debentures from any of the respective Underwriters.

14. Recognition of the U.S. Special Resolution Regimes: In the event that any Underwriter that is a Covered Entity (as defined below) becomes subject to a proceeding under a U.S. Special Resolution Regime (as defined below), the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States. In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate (as defined below) of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights (as defined below) under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. "U.S. Special Resolution Regime" means each of (x) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (y) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

15. Conditions of the Company's Obligations: The obligations of the Company hereunder are subject to the Underwriters' performance of their obligations hereunder, and the further condition that at the Time of Purchase the Commission shall not have issued a stop order with respect to the effectiveness of the Registration Statement.

16. Applicable Law: This Agreement will be governed and construed in accordance with the laws of the State of New York.

17. Patriot Act: In accordance with the requirements of the USA Patriot Act (Title DI of Pub. L.107 - 56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information and identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

18. Execution of Counterparts: This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paperbased recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, on the date first above written.

AMERICAN ELECTRIC POWER COMPANY, INC.

By: /s/ Renee V. Hawkins
Name: Renee V. Hawkins
Title: Assistant Treasurer

BofA SECURITIES, INC.
CREDIT SUISSE SECURITIES (USA) LLC
MORGAN STANLEY & CO. LLC
RBC CAPITAL MARKETS, LLC
as Representatives and on behalf
of the Underwriters named in Exhibit 1 hereto

BofA SECURITIES, INC.

By: /s/ Shawn Capeda
Name: Shawn Capeda
Title: Managing Director

CREDIT SUISSE SECURITIES (USA) LLC

By: /s/ Nevin Bhatia
Name: Nevin Bhatia
Title: Managing Director

MORGAN STANLEY & CO. LLC

By: /s/ Yurij Slyz
Name: Yurij Slyz
Title: Executive Director

RBC CAPITAL MARKETS, LLC

By: /s/ Scott G. Primrose
Name: Scott G. Primrose
Title: Authorized Signatory

EXHIBIT 1

Underwriter		Principal Amount of Debentures
BofA Securities, Inc.	$	105,000,000
Credit Suisse Securities (USA) LLC		105,000,000
Morgan Stanley & Co. LLC		105,000,000
RBC Capital Markets, LLC		105,000,000
TD Securities (USA) LLC		75,000,000
Truist Securities, Inc.		75,000,000
U.S. Bancorp Investments, Inc.		75,000,000
Wells Fargo Securities, LLC		75,000,000
Drexel Hamilton, LLC		10,125,000
Samuel A. Ramirez & Company, Inc.		10,125,000
Blaylock Van, LLC		9,750,000
Total	$	750,000,000

EXHIBIT 2

PRICING DISCLOSURE PACKAGE

a) Prospectus dated November 6, 2020

b) Preliminary Prospectus Supplement dated November 10, 2021 (including incorporated documents)

c) Permitted Free Writing Prospectus

   i) the Pricing Term Sheet

SUPPLEMENTAL INDENTURE NO. 3

BETWEEN

AMERICAN ELECTRIC POWER COMPANY, INC.

AND

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
TRUSTEE

DATED AS OF NOVEMBER 15, 2021

3.875% FIXED-TO-FIXED RESET RATE JUNIOR SUBORDINATED DEBENTURES

DUE 2062

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SUPPLEMENTAL INDENTURE NO. 3

THIS **SUPPLEMENTAL INDENTURE NO. 3**, dated as of November 15, 2021 (this "Supplemental Indenture No. 3"), is between AMERICAN ELECTRIC POWER COMPANY, INC., a New York corporation, having its principal office at 1 Riverside Plaza, Columbus, Ohio 43215 (the "Company"), and The Bank of New York Mellon Trust Company, N.A., as trustee of the Securities established by this Supplemental Indenture No. 3, having a Corporate Trust Office at 2 North LaSalle Street, 7th Floor, Chicago, Illinois 60602 (herein called the "Trustee").

WHEREAS, the Company has heretofore entered into a Junior Subordinated Indenture (the "Base Indenture"), dated as of March 1, 2008 between the Company and The Bank of New York Mellon Trust Company, N.A. (the "Trustee");

WHEREAS, the Base Indenture is incorporated herein by this reference and the Base Indenture, as supplemented and amended by this Supplemental Indenture No. 3, and as may be hereafter supplemented or amended from time to time in accordance herewith and therewith, is herein called the "Indenture";

WHEREAS, under the Base Indenture, a new series of Securities may at any time be established in accordance with the provisions of the Base Indenture and the terms of such series may be described by a supplemental indenture executed by the Company and the Trustee;

WHEREAS, the Company proposes to create under the Base Indenture a new series of Securities and to appoint the Trustee as Trustee under the Base Indenture with respect to such Securities;

WHEREAS, the Company has requested that the Trustee execute and deliver this Supplemental Indenture No. 3 and all requirements necessary to make this Supplemental Indenture No. 3 a valid instrument in accordance with its terms, and to make the Debentures, when executed by the Company and authenticated and delivered by the Trustee, the valid obligations of the Company, have been performed, and the execution and delivery of this Supplemental Indenture No. 3 has been duly authorized in all respects;

NOW, THEREFORE, in consideration of the purchase and acceptance of the Debentures by the Holders, and for the purpose of setting forth, as provided in the Base Indenture, the form and substance of the Debentures and the terms, provisions and conditions thereof, the Company covenants and agrees with the Trustee as follows:

ARTICLE I
DEFINITIONS:

Section I.01 Definition of Terms. For all purposes of this Supplemental Indenture No. 3, except as otherwise expressly provided or unless the context otherwise requires:

(a) the capitalized terms not otherwise defined herein shall have the meanings set forth in the Base Indenture or, if not defined in the Base Indenture;

(b) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;

(c) all other terms used herein which are defined in the Trust Indenture Act of 1939, as amended, whether directly or by reference therein, have the meanings assigned to them therein;

(d) a reference to a Section or Article is to a Section or Article of this Supplemental Indenture No. 3 unless otherwise stated;

(e) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Supplemental Indenture No. 3 as a whole and not to any particular Article, Section or other subdivision;

(f) headings are for convenience of reference only and do not affect interpretation;

"Business Day" means a day other than (i) a Saturday or Sunday, (ii) a day on which banks in New York, New York are authorized or obligated by law or executive order to remain closed or (iii) a day on which the Corporate Trust Office of the Trustee is closed for business.

"Corporate Trust Office of the Trustee" means the office of the Trustee at which at any particular time its corporate trust business with respect to the Securities herein described shall be principally administered, which office at the date of original execution of this Supplemental Indenture No. 3 is located at 2 North LaSalle Street, 7th Floor, Chicago, Illinois 60602, Attention: Corporate Trust Administration.

"Coupon Rate" has the meaning set forth in Section 2.05.

"Deferred Interest" shall have the meaning set forth in Section 4.01.

"Five-Year Treasury Rate" means, as of any Reset Interest Determination Date, the average of the yields on actively traded United States Treasury securities adjusted to constant maturity, for five-year maturities, for the most recent five Business Days appearing under the caption "Treasury Constant Maturities" in the most recent H.15. If the Five-Year Treasury Rate cannot be determined pursuant to the method described above, the Calculation Agent, after consulting such sources as it deems comparable to any of the foregoing calculations, or any such source as it deems reasonable from which to estimate the Five-Year Treasury Rate, will determine the Five-Year Treasury Rate in its sole discretion, provided that if the Calculation Agent determines there is an industry-accepted successor Five-Year Treasury Rate, then the Calculation Agent will use such successor rate. If the Calculation Agent has determined a substitute or successor base rate in accordance with the foregoing, the Calculation Agent in its sole discretion may determine the business day convention, the definition of "Business Day" and the Reset Interest Determination Date to be used and any other relevant methodology for calculating such substitute or successor base rate, including any adjustment factor needed to make such substitute or successor base rate comparable to the Five-Year Treasury Rate, in a manner that is consistent with industry-accepted practices for such substitute or successor base rate.

"H.15" means the daily statistical release designated as such, or any successor publication as determined by the Calculation Agent in its sole discretion, published by the Federal Reserve Board, and "most recent H.15" means the H.15 published closest in time but prior to the close of business on the applicable Reset Interest Determination Date.

"Holder" means the Person in whose name at the time a particular Debenture is registered on the books of the Trustee kept for that purpose.

"Interest Payment" means, with respect to any Interest Payment Date, the interest payment on the Debentures due on such Interest Payment Date.

"Interest Payment Date" shall have the meaning set forth in Section 2.05.

"Interest Period" means, with respect to any Interest Payment Date, the period from and including the immediately preceding Interest Payment Date (or if none, November 15, 2021) to, but excluding, such Interest Payment Date.

"Interest Reset Date" means February 15, 2027 and each date falling on the five-year anniversary of the preceding Interest Reset Date.

"Interest Reset Period" means the period from and including February 15, 2027 to, but not including, the next following Interest Reset Date and thereafter each period from and including each Interest Reset Date to, but not including, the next following Interest Reset Date.

"Debentures" shall have the meaning specified in Section 2.01.

"Optional Deferral Period" has the meaning set forth in Section 4.01.

"Original Issue Date" means the date on which the Debentures are originally issued.

"Rating Agency Event" means a change to the methodology or criteria that were employed by an applicable nationally recognized statistical rating organization for purposes of assigning equity credit to securities such as the Debentures on the date of original issuance of the Debentures, which either (i) shortens the period of time during which equity credit pertaining to the Debentures would have been in effect had the current methodology not been changed, or (ii) reduces the amount of equity credit assigned to the Debentures as compared with the amount of equity credit that such rating agency had assigned to the Debentures as of the date of original issuance thereof.

"Regular Record Date" means, with respect to any Interest Payment Date for the Debentures, the thirtieth day of the calendar month immediately preceding the calendar month in which the applicable Interest Payment Date falls (or, if such day is not a Business Day, the next preceding Business Day); provided that if any of the Debentures or Corporate Units are held by a securities depository in book-entry form, the Regular Record Date for such Debentures will be the close of business on the Business Day immediately preceding the applicable Interest Payment Date.

"Reset Interest Determination Date" means, in respect of any Interest Reset Period, the day falling two Business Days prior to the beginning of such Interest Reset Period.

"Reset Rate" shall have the meaning specified in Section 9.03(a).

"Stated Maturity" shall have the meaning specified in Section 2.02.

"Successor Person" shall have the meaning specified in Section 10.01.

"Tax Event" means receipt by the Company of an opinion of counsel experienced in tax matters to the effect that, as a result of:

(a) any amendment to, clarification of, or change, including any announced prospective change, in the laws or treaties of the United States or any of its political subdivisions or taxing authorities, or any regulations under those laws or treaties;

(b) an administrative action, which means any judicial decision or any official administrative pronouncement, ruling, regulatory procedure, notice or announcement including any notice or announcement of intent to issue or adopt any administrative pronouncement, ruling, regulatory procedure or regulation;

(c) any amendment to, clarification of, or change in the official position or the interpretation of any administrative action or judicial decision or any interpretation or pronouncement that provides for a position with respect to an administrative action or judicial decision that differs from the previously generally accepted position, in each case by any legislative body, court, governmental authority or regulatory body, regardless of the time or manner in which that amendment, clarification or change is introduced or made known; or

(d) a threatened challenge asserted in writing in connection with an audit of the Company or its subsidiaries, or a threatened challenge asserted in writing against any other taxpayer that has raised capital through the issuance of securities that are substantially similar to the Debentures,

which amendment, clarification, or change in each case is effective or which administrative action is taken or judicial decision, interpretation or pronouncement is issued, or which threatened challenge is asserted, after the date hereof, there is more than an insubstantial risk that interest payable by the Company on the Debentures is not deductible, or within 90 days would not be deductible, in whole or in part, by the Company for United States federal income tax purposes.

The terms "Company," "Trustee," "Base Indenture," and "Indenture" shall have the respective meanings set forth in the recitals to this Supplemental Indenture No. 3.

ARTICLE II
GENERAL TERMS AND CONDITIONS OF THE DEBENTURES

Section II.01 Designation and Principal Amount. There is hereby authorized a new series of Securities, to be designated the "3.875% Fixed-to-Fixed Reset Rate Junior Subordinated

Debentures due 2062," (the "Debentures") in the initial aggregate principal amount of $750,000,000, which amount shall be set forth in any written orders of the Company for the authentication and delivery of Debentures pursuant to Section 301 of the Base Indenture and Section 6.01 hereof. For the avoidance of doubt, no additional Debentures may be issued **following the Original Issue Date, except as expressly set forth in the first sentence of this** Section 2.01.

Section II.02 Stated Maturity. The "Stated Maturity" of the Debentures is February 15, 2062. For the avoidance of doubt, with respect to the Debentures, the term "Stated Maturity" refers only to the date on which principal is due and payable as set forth in this Section 2.02.

Section II.03 Form and Payment; Minimum Transfer Restriction.

(a) Except as provided in Section 2.04, the Debentures shall be issued in fully registered definitive form without coupons. All Debentures shall have identical terms. Principal of the Debentures will be payable (subject to the last sentence of this Section 2.03(a)), the transfer of such Debentures will be registrable, and such Debentures will be exchangeable for Debentures of a like aggregate principal amount bearing identical terms and provisions, at the Corporate Trust Office of the Trustee; provided, however, that, except as otherwise provided in the form of Debenture attached hereto as Exhibit A, payment of interest will be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or, if such Person so requests and designates an account in writing to the Trustee at least five Business Days prior to the relevant Interest Payment Date, by wire transfer to such account, and provided, further, that the Company, in its discretion may remove the Paying Agent and may appoint one or more additional Paying Agents (including the Company or any of its affiliates).

(b) The Debentures shall be issuable in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof;

Section II.04 Reserved.

Section II.05 Interest.

(a) The Debentures bear interest (i) from and including the date of the original issuance to, but excluding, February 15, 2027 at an annual rate of 3.875% and (ii) from and including February 15, 2027 during each Interest Reset Period at an annual rate equal to the Five-Year Treasury Rate as of the most recent Reset Interest Determination Date, plus 2.675%. The Debentures will mature on February 15, 2062 (the "Stated Maturity Date"). Subject to the Company's right to defer interest payments as described below, interest will be payable semi-annually in arrears on February 15 and August 15 of each year (each an "Interest Payment Date"), beginning on February 15, 2022. If interest payments are deferred or otherwise not paid, they will accrue and compound until paid at the same rate at which the Debentures bear interest to the extent permitted by law. As permitted by the terms of the Debentures, if interest payments are deferred or otherwise not paid up to a redemption date that does not fall on an interest payment date, they will accrue and compound until paid at the same rate at which the Debentures bear interest to the extent permitted by law. The amount of interest payable for any interest accrual period will be computed on the basis of a 360-day year consisting of twelve 30-day months. The amount of interest payable for any period shorter than a full semi-annual period for

which interest is computed will be computed on the basis of the number of days in the period using 30-day calendar months.

(b) Unless all of the outstanding Debentures have been redeemed as of February 15, 2027, the Company will appoint a calculation agent (the "Calculation Agent") with respect to the Debentures prior to the Reset Interest Determination Date preceding February 15, 2027. The Company or any of its affiliates may assume the duties of the Calculation Agent. The applicable interest rate for each Interest Reset Period will be determined by the Calculation Agent as of the applicable Reset Interest Determination Date. If the Company or one of its affiliates is not the Calculation Agent, the Calculation Agent will notify the Company of the interest rate for the relevant Interest Reset Period promptly upon such determination. The Company will notify the Trustee of such interest rate, promptly upon making or being notified of such determination. The Calculation Agent's determination of any interest rate and its calculation of the amount of interest for any Interest Reset Period beginning on or after February 15, 2027 will be conclusive and binding absent manifest error, will be made in the Calculation Agent's sole discretion and, notwithstanding anything to the contrary in the documentation relating to the Debentures, will become effective without consent from any other person or entity. Such determination of any interest rate and calculation of the amount of interest will be on file at the Company's principal offices and will be made available to any holder of the Debentures upon request. In no event shall the Trustee be the Calculation Agent (unless upon receiving reasonable advanced notice it agrees to the appointment as Calculation Agent in writing), nor shall it have any liability for any determination made by or on behalf of such Calculation Agent.

(c) If an interest payment date, a redemption date or the maturity date of the Debentures falls on a day that is not a business day, the payment of interest and principal will be made on the next succeeding business day, and no interest on such payment will accrue for the period from and after the interest payment date, the redemption date or the maturity date, as applicable.

(d) So long as all of the Debentures remain in book-entry only form, the record date for each interest payment date will be 15 days prior to the applicable interest payment date. If any of the Debentures do not remain in book-entry only form, the record date for each interest payment date will be the fifteenth calendar day immediately preceding the applicable interest payment date whether or not a business day.

Section II.06 Events of Default. Any Event of Default as defined in the Base Indenture shall be an Event of Default with respect to the Debentures; provided that a valid extension of the Interest Rate Period by the Company pursuant to Article IV herein shall not be deemed to be a default in the payment of interest for the purposes of Article VIII of the Base Indenture and shall not otherwise be deemed an Event of Default.

Section II.07 Reserved.

Section II.08 No Sinking Fund or Repayment at Option of the Holder. The Debentures shall not be subject to any sinking fund or analogous provision and shall not be repayable at the option of a Holder thereof prior to the Stated Maturity.

Section II.09 Optional Redemption.

(a) At any time and from time to time, during any period from and including the November 15 immediately preceding an Interest Reset Date through and including such Interest Reset Date, the Debentures will be subject to redemption at the option of the Company in whole or in part upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the Debentures being redeemed plus accrued and unpaid interest (including any interest accrued at the rate then applicable to the Debentures from the applicable Interest Payment Date to the date of the payment, compounded semi-annually, "Additional Interest") on the Debentures being redeemed to the redemption date.

(b) If notice of redemption is given pursuant to Section 2.09(a) above, the Debentures so to be redeemed will, on the redemption date (subject, in the case of a conditional redemption, to the satisfaction of all conditions precedent), become due and payable at the redemption price together with any accrued and unpaid interest thereon, and from and after such date (unless the Company has defaulted in the payment of the redemption price and accrued interest) such Debentures shall cease to bear interest. If any Debentures called for redemption shall not be paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate then applicable to the Debentures.

(c) In addition, the Debentures may be redeemable, in whole but not in part, upon not less than 15 nor more than 60 days' notice, following the occurrence of a Tax Event, at the redemption price equal to the sum of: (1) 100% of the principal amount of the Debentures being redeemed plus (2) accrued and unpaid interest thereon, if any, to the date fixed for redemption (the "Tax Event Redemption Date"). In such case, the Company will deliver a notice of redemption specifying the Tax Event Redemption Date, which shall be no later than 120 days following the Tax Event.

(d) If at the time notice of redemption is given pursuant to Section 2.09(c) above, the redemption moneys are not on deposit with the Trustee, then the redemption shall be subject to their receipt on or before the Tax Event Redemption Date and such notice shall be of no effect unless such moneys are so received.

(e) In addition, the Debentures may be redeemable, in whole but not in part, upon not less than 15 nor more than 60 days' notice, following the occurrence of a Rating Agency Event, at 102% of their principal amount plus any accrued and unpaid interest thereon (including any Additional Interest) to the redemption date.

(f) Subject to the foregoing and to applicable law (including, without limitation, United States federal securities laws), the Company or its affiliates may, at any time and from time to time, purchase outstanding Debentures by tender, in the open market or by private agreement.

Section II.10 No Additional Amounts. The Company will not pay any additional amounts to any Holder in respect of any tax, assessment or governmental charge.

Section II.11 Ranking; Subordination. For the avoidance of doubt, the Debentures shall rank on a parity with all Securities of other series issued under the Base Indenture, as well as the CAP Obligations.

ARTICLE III
RESERVED

ARTICLE IV
OPTION TO DEFER INTEREST PAYMENTS

Section IV.01 Option to Defer Interest Payments**.**

(a) The Company may elect at one or more times to defer payment of interest on the Debentures for one or more consecutive Interest Periods up to 10 consecutive years ("Optional Deferral Period"); provided that the deferral of interest payments cannot extend beyond the redemption date or maturity date of the Debentures.

(b) The Company may pay at any time all or any portion of the interest accrued to that point during an Optional Deferral Period. At the end of the Optional Deferral Period or on any redemption date, the Company will be obligated to pay all accrued and unpaid interest.

(c) Once all accrued and unpaid interest on the Debentures has been paid, the Company again can defer interest payments on the Debentures as described above, provided that an Optional Deferral Period cannot extend beyond the maturity date of the Debentures.

(d) If the Company defers interest for a period of 10 consecutive years from the commencement of an Optional Deferral Period, the Company will be required to pay all accrued and unpaid interest at the conclusion of the 10-year period. If the Company fails to pay in full all accrued and unpaid interest at the conclusion of the 10-year period, and such failure continues for 30 days, an event of default that gives rise to acceleration of principal and interest on the Debentures will occur under the Subordinated Indenture.

(e) During an Optional Deferral Period, interest will continue to accrue on the Debentures, and deferred interest payments will accrue additional interest on a semi-annual basis at a rate equal to the interest rate on the Debentures, to the extent permitted by law. No interest will be due and payable on the Debentures until the end of the Optional Deferral period except upon a redemption of the Debentures during the Optional Deferral Period.

(f) During any period in which the Company defers interest payment on the Debentures, the Company will not, and will cause its majority-owned subsidiaries not to:

(i) declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any shares of its capital stock;

(ii) make any payment of principal of, or interest or premium, if any, on, or repay, repurchase or redeem any of its debt securities ranking on a parity with, or ranking junior to, the Debentures (including debt securities of other series issued under the Base Indenture); or

(iii) make any guarantee payments on any guarantee of debt securities if the guarantee ranks on a parity with or junior to the Debentures.

(g) However, the foregoing provisions of Section 4.01(c) shall not prevent or restrict the Company from making:

(i) purchases, redemptions or other acquisitions of its capital stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors, agents or consultants or a stock purchase, dividend reinvestment or similar plan, or the satisfaction of its obligations pursuant to any contract or security outstanding on the date that the payment of interest is deferred requiring it to purchase, redeem or acquire its capital stock;

(ii) any payment, repayment, redemption, purchase, acquisition or declaration of dividends described in clause (c)(i) above as a result of a reclassification of its capital stock, or the exchange or conversion of all or a portion of one class or series of its capital stock for another class or series of its capital stock;

(iii) the purchase of fractional interests in shares of its capital stock pursuant to the conversion or exchange provisions of its capital stock or the security being converted or exchanged, or in connection with the settlement of stock purchase contracts outstanding on the date that the payment of interest is deferred;

(iv) dividends or distributions paid or made in its capital stock (or rights to acquire its capital stock), or repurchases, redemptions or acquisitions of capital stock in connection with the issuance or exchange of capital stock (or of securities convertible into or exchangeable for shares of its Capital Stock) and distributions in connection with the settlement of stock purchase contracts outstanding on the date that the payment of interest is deferred;

(v) redemptions, exchanges or repurchases of, or with respect to, any rights outstanding under a shareholder rights plan outstanding on the date that the payment of interest is deferred or the declaration or payment thereunder of a dividend or distribution of or with respect to rights in the future; or

(vi) payments on the Debentures, any trust preferred securities, subordinated debentures, junior subordinated debentures or junior subordinated notes, or any guarantees of any of the foregoing, in each case ranking on a parity with the Debentures, so long as the amount of payments made on account of such securities or guarantees is paid on all such securities and guarantees then outstanding on a *pro rata* basis in proportion to the full payment to which each series of such securities and guarantees is then entitled if paid in full; provided that, for the avoidance of doubt, the Company will not be permitted under the Indenture to make interest payments on the Debentures in part.

(h) In the event that the Company elects to defer any Interest Payment, the Company shall notify the Trustee and the Holders in writing of such election at least one Business Day prior to the Regular Record Date for the Interest Payment Date on which the Company intends to begin an Optional Deferral Period; provided, however, that the Company's failure to pay the interest owed on a particular Interest Payment Date shall also constitute the commencement of an Optional Deferral Period, unless such interest is paid within five Business Days after such Interest Payment Date, whether or not the Company provides a notice of deferral.

ARTICLE V
FORM OF DEBENTURE

Section V.01 Form of Debenture. The Debentures and the Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the form attached hereto as Exhibit A.

ARTICLE VI
ORIGINAL ISSUE OF DEBENTURES

Section VI.01 Original Issue of Debentures. Debentures in the initial aggregate principal amount of up to $750,000,000 may be executed by the Company and delivered to the Trustee for authentication by it, and the Trustee shall thereupon authenticate and deliver said Debentures to or upon the written order of the Company, signed by any Officer of the Company, without any further corporate action by the Company.

ARTICLE VII
RESERVED

ARTICLE VIII
SUPPLEMENTAL INDENTURE

Section VIII.01 Supplemental Indenture without Consent of Holders. Without the consent of any Holders, the Company and the Trustee may from time to time, and at any time enter into an indenture or indentures supplemental hereto to amend the Indenture and the Debentures, in form satisfactory to the Trustee (which shall comply with the provisions of the Trust Indenture Act as then in effect), for any purpose set out in the Base Indenture and, in addition, for any one or more of the following purposes:

(a) to amend the Debentures, the Base Indenture (insofar as it relates to the Debentures) and the Indenture to conform the provisions thereof or hereof to the descriptions thereof or hereof contained in the preliminary prospectus supplement dated November 10, 2021, under the sections entitled "Description of the Junior Subordinated Debentures."

The Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained and to accept the conveyance, transfer, mortgage, pledge or assignment of any property thereunder, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under the Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section may be executed by the Company and the Trustee without the consent of the Holders of any of the Debentures at the time outstanding, notwithstanding any of the provisions of Section 1202 of the Base Indenture.

Section 1201 of the Base Indenture shall apply, as amended, with respect to the Debentures, and any reference in the Base Indenture to such provision shall, for purposes of the Debentures, be deemed to refer to such provision as amended by this Section 8.01.

Section VIII.02 Supplemental Indenture with Consent of Holders. With the consent of the Holders of not less than a majority in the principal amount of Debentures then outstanding (except as otherwise provided in Section 1202 of the Base Indenture), the Company, when authorized by a Resolution of the Company, and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental hereto or to the Base Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Base Indenture or this Supplemental Indenture No. 3 or of modifying in any manner the rights of the Holders of the Debentures. Section 1202 of the Base Indenture shall apply, as amended, with respect to the Debentures, and any reference in the Base Indenture to such provision shall, for purposes of the Debentures, be deemed to refer to this Section 8.02.

ARTICLE IX
RESERVED

ARTICLE X
RESERVED

ARTICLE XI
TAX TREATMENT

Section XI.01 Tax Treatment. The Company agrees, and by acquiring an interest in a Debenture each Holder and beneficial owner of a Debenture agrees, to treat the Debentures as indebtedness for U.S. federal, state and local tax purposes.

ARTICLE XII
THE TRUSTEE

Section XII.01 Appointment of Trustee. Pursuant to the Base Indenture and pursuant to this Supplemental Indenture No. 3, the Company hereby appoints the Trustee as Trustee under the Base Indenture with respect to the Debentures, and by execution hereof the Trustee accepts such appointment. Pursuant to the Base Indenture, all the rights, powers, trusts and duties of the Trustee under the Base Indenture shall be vested in the Trustee with respect to the Debentures and there shall continue to be vested in the Trustee all of its rights, powers, trusts and duties as Trustee under the Base Indenture with respect to all of the series of Securities as to which it has served and continues to serve as Trustee.

Section XII.02 Eligibility of Trustee. The Trustee hereby represents that it is qualified and eligible under Section 909 of the Base Indenture and the provisions of the Trust Indenture Act to accept its appointment as Trustee with respect to the Debentures under the Base Indenture and hereby accepts the appointment as such Trustee.

Section XII.03 Security Registrar and Paying Agent. Pursuant to the Base Indenture, the Company hereby appoints The Bank of New York Mellon Trust Company, N.A. as registrar and "Paying Agent" with respect to the Debentures.

Section XII.04 Concerning the Trustee. The Trustee does not assume any duties, responsibilities or liabilities by reason of this Supplemental Indenture No. 3 other than as set forth in the Base Indenture or as expressly set forth herein and, in carrying out its responsibilities hereunder, shall have all of the rights, powers, privileges, protections, duties and immunities which it possesses under the Base Indenture.

Section XII.05 Patriot Act Requirements of Trustee. The parties hereto acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Supplemental Indenture No. 3 agree that they will provide to the Trustee such information as it may request, from time to time, in order for the Trustee to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

Section XII.06 Notice upon Trustee. Any notice, direction, request, demand, consent or waiver by the Company or any Holder to or upon the Trustee, registrar or Paying Agent for the Debentures shall be deemed to have been sufficiently given, made or filed, for all purposes, if given, made or filed in writing at the Corporate Trust Office of the Trustee.

Section XII.07 Amendment to Section 903(l) of the Base Indenture. Section 903(l) of the Base Indenture is amended and restated in its entirety as follows:

> "(l) in no event shall the Trustee be responsible or liable for special, indirect, punitive, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action."

Section XII.08 Amendment to Section 1002 of the Base Indenture. Section 1002 of the Base Indenture is amended and restated in its entirety as follows:

> "The Trustee shall transmit to Holders such reports concerning the Trustee and its actions under this Indenture as may be required pursuant to the Trust Indenture Act at the time and in the manner provided pursuant thereto. Reports so required to be transmitted at stated intervals of not more than 12 months shall be transmitted no later than May 15 in each calendar year with respect to the 12-month period ending on the next preceding May 15, commencing May 15, 2008. A copy of each such report shall, at the time of such transmission to Holders, be filed by the Trustee with each stock exchange upon which any Securities are listed, with the Commission and with the Company. The

Company will notify the Trustee when any Securities are listed on or delisted from any stock exchange.

The Company shall file with the Trustee (within thirty (30) days after filing with the Commission in the case of reports that pursuant to the Trust Indenture Act must be filed with the Commission and furnished to the Trustee) and transmit to the Holders, such information, reports and other documents, if any, at such times and in such manner, as shall be required by the Trust Indenture Act.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt thereof shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on the Officers' Certificates)."

Section XII.09 Amendment to Section 902 of the Base Indenture. Section 902 of the Base Indenture is amended and restated in its entirety as follows:

"The Trustee shall give notice of any default hereunder with respect to the Securities of any series to the Holders of such series, in the manner and to the extent required to do so by the Trust Indenture Act, within 30 days after the occurrence of any default by the Company hereunder of which a Responsible Officer of the Trustee has received written notice at its Corporate Trust Office specifying the series of Securities, unless such default shall have been cured or waived; provided, however, that in the case of any default of the character specified in Section 801(c), no such notice to Holders shall be given until at least 90 days after the occurrence thereof. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time, or both, would become, an Event of Default with respect to the Securities of such series."

ARTICLE XIII
MISCELLANEOUS

Section XIII.01 Ratification of Indenture; Supplemental Indenture No. 3 Controls. The Base Indenture, as supplemented and (solely for purposes of the Debentures) amended by this Supplemental Indenture No. 3, is in all respects ratified and confirmed, and this Supplemental Indenture No. 3 shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided. The provisions of this Supplemental Indenture No. 3 shall supersede the provisions of the Base Indenture to the extent the Base Indenture is inconsistent herewith with respect to the Debentures only.

Section XIII.02 Recitals. The recitals herein contained are made by the Company only and not by the Trustee, and the Trustee does not assume any responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture No. 3. All of the provisions contained in the Base Indenture in respect

of the rights, powers, privileges, protections, duties and immunities of the Trustee shall be applicable in respect of the Debentures and of this Supplemental Indenture No. 3 as fully and with like effect as if set forth herein in full.

Section XIII.03 Amendment to Section 112 of the Base Indenture. Section 112 of the Base Indenture is amended and restated in its entirety as follows:

> "This Indenture and the Securities shall be governed by and construed in accordance with the law of the State of New York (including without limitation Section 5-1401 of the New York General Obligations Law or any successor to such statute), except to the extent that the Trust Indenture Act shall be applicable.
>
> The Company agrees that any suit, action or proceeding against the Company brought by any Holder or the Trustee arising out of or based upon this Indenture or the Securities may be instituted in any state or the federal court in the Borough of Manhattan, New York, New York, and any appellate court from any thereof, and the Company irrevocably submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding. The Company irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection to any suit, action or proceeding that may be brought in connection with this Indenture or any Security, including such actions, suits or proceedings relation to securities laws of the United States of America or any state thereof, in such courts whether on the grounds of venue, residence or domicile or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum."

Section XIII.04 Separability. In case any one or more of the provisions contained in this Supplemental Indenture No. 3 or in the Debentures shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Supplemental Indenture No. 3 or of the Debentures, but this Supplemental Indenture No. 3 and the Debentures shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

Section XIII.05 Counterparts. This Supplemental Indenture No. 3 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. This Supplemental Indenture No. 3 and any ancillary documents may be signed by manual, facsimile or electronic signature, provided any electronic signature is a true representation of the signer's actual signature.

[Signatures begin next page]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 3 to be duly executed as of the date first above written.

AMERICAN ELECTRIC POWER COMPANY, INC.

By: /s/ Renee V. Hawkins
Name: Renee V. Hawkins
Title: Assistant Treasurer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Ann Dolezal
Name: Ann Dolezal
Title: Vice President

EXHIBIT A

FORM OF 3.875% FIXED-TO-FIXED RESET RATE JUNIOR SUBORDINATED DEBENTURES DUE 2062

EXHIBIT A

FORM OF
3.875% FIXED-TO-FIXED RESET RATE JUNIOR SUBORDINATED DEBENTURE DUE 2062

THIS DEBENTURE IS A GLOBAL DEBENTURE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS DEBENTURE IS EXCHANGEABLE FOR DEBENTURES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS DEBENTURE (OTHER THAN A TRANSFER OF THIS DEBENTURE AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY) MAY BE REGISTERED EXCEPT IN SUCH LIMITED CIRCUMSTANCES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY DEBENTURE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT HEREON IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY A PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THE DEBENTURES EVIDENCED HEREBY WILL BE ISSUED, AND MAY BE TRANSFERRED, ONLY IN DENOMINATIONS OF $2,000 AND ANY GREATER INTEGRAL MULTIPLE OF $1,000, EXCEPT AS PROVIDED IN SUPPLEMENTAL INDENTURE NO. 3. ANY ATTEMPTED TRANSFER, SALE OR OTHER DISPOSITION OF DEBENTURES IN A DENOMINATION OF DEBENTURES IN A DENOMINATION OF LESS THAN $1,000 SHALL BE DEEMED TO BE VOID AND OF NO LEGAL EFFECT WHATSOEVER EXCEPT AS PROVIDED IN SUPPLEMENTAL INDENTURE NO. 3. ANY SUCH TRANSFEREE SHALL BE DEEMED NOT TO BE THE HOLDER OF SUCH DEBENTURES FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO THE RECEIPT OF PAYMENTS IN RESPECT OF SUCH DEBENTURES, AND SUCH TRANSFEREE SHALL BE DEEMED TO HAVE NO INTEREST WHATSOEVER IN SUCH DEBENTURES.

AMERICAN ELECTRIC POWER COMPANY, INC.
$750,000,000
3.875% FIXED-TO-FIXED RESET RATE JUNIOR SUBORDINATED DEBENTURES
DUE 2062
Dated: November 15, 2021

NUMBER R-1 CUSIP NO: 025537 AU5

Registered Holder: CEDE & CO. ISIN NO: US025537AU52

AMERICAN ELECTRIC POWER COMPANY, INC., a corporation duly organized and existing under the laws of the state of New York (herein referred to as the "Company," which term includes any successor person under the Indenture hereinafter referred to), for value received, hereby promises to pay to the Registered Holder named above, the principal sum specified in the Schedule of Increases or Decreases in Debentures annexed hereto on February 15, 2062 (the "Stated Maturity"), and to pay (subject to deferral as set forth herein) interest thereon (i) from and including the date of the original issuance to, but excluding, February 15, 2027 at an annual rate of 3.875% and (ii) from and including February 15, 2027 during each Interest Reset Period at an annual rate equal to the Five-Year Treasury Rate as of the most recent Reset Interest Determination Date, plus 2.675%. Subject to the Company's right to defer interest payments as set forth in Supplemental Indenture No. 3 (as defined on the reverse hereof), interest is payable semi-annually in arrears on February 15 and August 15 of each year beginning on February 15, 2022 (the "Interest Payment Dates"), until the principal thereof is paid or made available for payment. If interest payments are deferred or otherwise not paid, they will accrue and compound until paid at the same rate at which the Debentures bear interest to the extent permitted by law. As permitted by the terms of the Debentures, if interest payments are deferred or otherwise not paid up to a redemption date that does not fall on an interest payment date, they will accrue and compound until paid at the same rate at which the Debentures bear interest to the extent permitted by law.

The amount of interest payable for any period will be computed on the basis of a 360-day year of twelve 30-day months, and with respect to any period less than a full calendar month, on the basis of the actual number of days elapsed during the period. The interest so payable on an Interest Payment Date will be paid to the Person in whose name this Debenture is registered, at the close of business on the Regular Record Date next preceding such Interest Payment Date; provided that interest payable at Stated Maturity will be paid to the Person to whom principal is payable. Any such interest that is not so punctually paid or duly provided for, and that is not deferred as described below, will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid (i) to the Person in whose name this Debenture (or any Debenture issued upon registration of transfer or exchange thereof) is registered at the close of business on the record date for the payment of such defaulted interest established in accordance with Section 307 of the Base Indenture or (ii) at any time in any other lawful manner not inconsistent with the requirements of the securities exchange, if any, on which the Debenture may be listed, and upon such notice as may be required by such exchange. The "Regular Record Date" with respect to any Interest Payment Date for the Debentures, will be the thirtieth day of the calendar month immediately preceding the calendar month in which the applicable Interest Payment Date falls (or, if such day is not a Business Day, the next preceding Business Day); provided that if any of the Debentures or the related Corporate Units are held by a securities depository in book-entry form, the Regular Record Date for such Debentures will be the close of business on the Business Day immediately preceding the applicable Interest Payment Date.

If an Interest Payment Date or the Stated Maturity of the Debentures or the date (if any) on which the Company is required to purchase the Debentures falls on a day that is not a Business Day, the applicable payment will be made on the next succeeding Business Day, and no interest shall accrue or be paid in respect of such delay.

This Debenture may be presented for payment of principal and interest at the office of the Paying Agent, in the Borough of Manhattan, City and State of New York; provided, however, that at the option of the Company, interest on this Debenture may be paid by check mailed to the address of the Person entitled thereto, as the address shall appear on the Security Register, or by a wire transfer to an account designated by the Person entitled thereto. Payment of the principal and interest on this Debenture shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

"Calculation Agent" means the Company, an affiliate of the Company selected by the Company, or any other firm appointed by the Company, in each case, in the Company's sole discretion, acting as calculation agent in respect of the Debentures.

"Five-Year Treasury Rate" means, as of any Reset Interest Determination Date, the average of the yields on actively traded U.S. Treasury securities adjusted to constant maturity, for five-year maturities, for the most recent five Business Days appearing under the caption "Treasury Constant Maturities" in the Most Recent H.15. If the Five-Year Treasury Rate cannot be determined pursuant to the preceding sentence, the Calculation Agent, after consulting such sources as it deems comparable to any of the foregoing calculations, or any such source as it deems reasonable from which to estimate the Five-Year Treasury Rate, will determine the Five- Year Treasury Rate in its sole discretion, provided that if the Calculation Agent determines there is an industry-accepted successor Five-Year Treasury Rate, then the Calculation Agent will use such successor rate. If the Calculation Agent has determined a substitute or successor base rate in accordance with the foregoing, the Calculation Agent in its sole discretion may determine the business day convention, the definition of "Business Day" and the Reset Interest Determination Date to be used and any other relevant methodology for calculating such substitute or successor base rate, including any adjustment factor needed to make such substitute or successor base rate comparable to the Five-Year Treasury Rate, in a manner that is consistent with industry-accepted practices for such substitute or successor base rate.

"H.15" means the daily statistical release designated as such, or any successor publication as determined by the Calculation Agent in its sole discretion, published by the Board of Governors of the Federal Reserve System.

"Initial Interest Reset Date" means February 15, 2027.

"Interest Reset Date" means the Initial Interest Reset Date and each date falling on the five-year anniversary of the preceding Interest Reset Date.

"Interest Reset Period" means the period from and including the Initial Interest Reset Date to, but not including, the next following Interest Reset Date and thereafter each period from and including each Interest Reset Date to, but not including, the next following Interest Reset Date.

"Most Recent H.15" means the H.15 published closest in time but prior to the close of business on the applicable Reset Interest Determination Date.

"Reset Interest Determination Date" means, in respect of any Interest Reset Period, the day falling two Business Days prior to the beginning of such Interest Reset Period.

So long as no Event of Default with respect to the Debentures of this series has occurred and is continuing, the Company shall have the right on one or more occasions, to defer payment of all or part of the current and accrued interest otherwise due on this Security by extending the interest payment period for up to ten (10) consecutive years (each period, commencing on the date that the first such interest payment would otherwise have been made, an "Optional Deferral Period"). A deferral of interest payments may not extend beyond the Stated Maturity or end on a day other than an Interest Payment Date. As provided in the Indenture, Additional Interest on this Security will accrue to the extent permitted by law. No interest shall be due and payable during an Optional Deferral Period, except at the end of such Optional Deferral Period or upon a redemption of this Debenture during such Optional Deferral Period.

So long as no Event of Default shall have occurred and be continuing, prior to the termination of any Optional Deferral Period, the Company may further defer the payment of interest by extending such Optional Deferral Period; *provided* that such Optional Deferral Period together with all such previous and further deferrals of interest payments shall not exceed ten (10) consecutive years at any one time or extend beyond the Stated Maturity. Upon the termination of any Optional Deferral Period, which shall be an Interest Payment Date, the Company shall pay all interest accrued and unpaid on this Debenture, including any Additional Interest, to the Person in whose name this Debenture is registered on the Regular Record Date for such Interest Payment Date, provided that interest accrued and unpaid on this Security, including any Additional Interest, payable at Stated Maturity or on any Redemption Date will be paid to the Person to whom principal is payable. Once the Company pays all interest accrued and unpaid on this Debenture, including any Additional Interest, it shall be entitled again to defer interest payments on this Debenture as described above.

At any time and from time to time during any period from and including the October 15 immediately preceding an Interest Reset Date through and including such Interest Reset Date, the Securities of this series may be redeemable, in whole or in part, at the option of the Company, at a redemption price equal to 100% of the principal amount of the Debentures of this series being redeemed plus accrued and unpaid interest (including any Additional Interest) on the principal amount of the Debentures of this series being redeemed to, but excluding, such Redemption Date.

In addition, the Debentures of this series may be redeemable, in whole but not in part, at the option of the Company, by a notice of redemption delivered by or on behalf of the Company pursuant to the Indenture (except as otherwise set forth below), following the occurrence of a Tax Event (as defined below), at a redemption price equal to the sum of: (1) 100% of the principal amount of the Debentures being redeemed plus (2) accrued and unpaid interest (including any Additional Interest) thereon, if any, to such Redemption Date.

"Tax Event" means receipt by the Company of an opinion of counsel experienced in tax matters to the effect that, as a result of:

(a) any amendment to, clarification of, or change, including any announced prospective change, in the laws or treaties of the United States or any of its political subdivisions or taxing authorities, or any regulations under those laws or treaties;
(b) an administrative action, which means any judicial decision or any official administrative pronouncement, ruling, regulatory procedure, notice or announcement including any notice or announcement of intent to issue or adopt any administrative pronouncement, ruling, regulatory procedure or regulation;
(c) any amendment to, clarification of, or change in the official position or the interpretation of any administrative action or judicial decision or any interpretation or pronouncement that provides for a position with respect to an administrative action or judicial decision that differs from the previously generally accepted position, in each case by any legislative body, court, governmental authority or regulatory body, regardless of the time or manner in which that amendment, clarification or change is introduced or made known; or
(d) a threatened challenge asserted in writing in connection with an audit of the Company or its subsidiaries, or a threatened challenge asserted in writing against any other taxpayer that has raised capital through the issuance of securities that are substantially similar to the Debentures of this series,

which amendment, clarification, or change in each case is effective or which administrative action is taken or judicial decision, interpretation or pronouncement is issued, or which threatened challenge is asserted after November 15, 2021, there is more than an insubstantial risk that interest payable by the Company on the Securities of this series is not deductible, or within 90 days would not be deductible, in whole or in part, by the Company for United States federal income tax purposes.

In addition, the Debentures of this series may be redeemable, in whole but not in part, at the option of the Company, by a notice of redemption delivered by or on behalf of the Company pursuant to the Indenture (except as otherwise set forth in the immediately succeeding paragraph), following the occurrence of a Rating Agency Event (as defined below), at a redemption price equal to 102% of the principal amount of such Securities of this series being redeemed plus accrued and unpaid interest (including any Additional Interest) to, but excluding, such Redemption Date. "Rating Agency Event" means a change to the methodology or criteria that were employed by an applicable nationally recognized statistical rating organization for purposes of assigning equity credit to securities such as the Securities of this series on November 15, 2021 (the "current methodology"), which change either (i) shortens the period of time during which equity credit pertaining to the Debentures of this series would have been in effect had the current methodology not been changed, or (ii) reduces the amount of equity credit assigned to the Debentures of this series as compared with the amount of equity credit that such rating agency had assigned to the Debentures of this series as of November 15, 2021.

The indebtedness of the Company evidenced by this Debenture, including the principal hereof and interest hereon, is, to the extent and in the manner set forth in the Indenture, subordinate and junior in right of payment to the Company's obligations to Holders of Senior Indebtedness of the Company and each Holder of this Debenture, by acceptance hereof, agrees to and shall be bound by such provisions of the Indenture and all other provisions of the Indenture.

Reference is hereby made to the further provisions of this Debenture set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

In the event of any inconsistency between the provisions of this Debenture and the provisions of the Indenture, the provisions of the Indenture shall govern and control.

This Debenture shall not be entitled to any benefit under the Indenture, or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually or electronically signed by an authorized signatory of the Trustee under the Indenture.

IN WITNESS WHEREOF, AMERICAN ELECTRIC POWER COMPANY, INC. has caused this instrument to be duly executed.

Dated: November 15, 2021

AMERICAN ELECTRIC POWER COMPANY, INC.

By: _____
Name: _____
Title: _____

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities, of the series designated herein, referred to in the within-mentioned Indenture.

Dated: November 15, 2021

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Name: _____
Title: _____

REVERSE OF DEBENTURE

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued pursuant to the Junior Subordinated Indenture (the "Base Indenture"), dated as of March 1, 2008, between the Company and The Bank of New York Mellon Trust Company, N.A., as supplemented and amended by Supplemental Indenture No. 3 dated as of November 15, 2021 by and between the Company and the Trustee ("Supplemental Indenture No. 3", and together with the Base Indenture, as it may be hereafter supplemented or amended from time to time, the "Indenture"). Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders (the word "Holder" or "Holders" meaning the registered holder or registered holders) of the Debentures. This Security is one of the series designated on the face hereof (the "Debentures") which is limited in aggregate principal amount to $750,000,000.

Capitalized terms used herein but not defined herein shall have the respective meanings assigned thereto in the Indenture.

The Debentures are not subject to the operation of any sinking fund and, except as set forth in Supplemental Indenture No. 3, are not repayable at the option of a Holder thereof prior to the Stated Maturity.

In the case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of all of the Debentures may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Company will not pay any additional amounts to any Holder in respect of any tax, assessment or governmental charge.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Debentures by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Debentures outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Debentures at the time outstanding, on behalf of the Holders of all outstanding Debentures, to waive compliance by the Company with certain provisions of the Indenture, and contains provisions permitting the Holders of specified percentages in principal amount in certain instances of the outstanding Debentures, to waive on behalf of all of the Holders of Debentures, certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Debenture shall be conclusive and binding upon such Holder and upon all future Holders of this Debenture and of any Debenture issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Debenture.

As provided in and subject to the provisions of the Indenture, no Holder of Debentures shall have any right by virtue or by availing of any provision of the Indenture to institute any suit, action or proceeding in equity or at law upon or under or with respect to the Indenture or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of an Event of Default and of the

continuance thereof, as provided in the Indenture, and unless also the Holders of not less than a majority in principal amount of all the Securities at the time outstanding (considered as one class) shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee under the Indenture and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee, for 60 days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding and no direction inconsistent with such written request shall have been given to the Trustee pursuant to Section 812 of the Base Indenture; it being understood and intended, and being expressly covenanted by the taker and Holder of every Debenture with every other taker and Holder and the Trustee, that no one or more Holders of Debentures shall have any right in any manner whatever by virtue or by availing of any provision of this Indenture to affect, disturb or prejudice the rights of the Holders of any other of such Securities, or to obtain or seek to obtain priority over or preference to any other such Holder, or to enforce any right under the Indenture, except in the manner therein provided and for the equal, ratable and common benefit of all Holders of Securities. For the protection and enforcement of the provisions of Section 807 of the Base Indenture, each and every Holder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Nothing contained in the Indenture is intended to or shall impair, as between the Company and the Holders of the Debentures, the obligation of the Company, which is absolute and unconditional, to pay to such Holders the principal of and interest on such Debentures when, where and as the same shall become due and payable, all in accordance with the terms of the Debentures, or is intended to or shall affect the relative rights of such Holders and creditors of the Company other than the holders of the Senior Indebtedness of the Company, nor shall anything herein or therein prevent the Trustee or the Holder of any Security from exercising all remedies otherwise permitted by applicable law upon default under the Indenture, subject to the rights, if any, under Article XIV of the Base Indenture of the holders of Senior Indebtedness of the Company in respect of cash, property, or securities of the Company received upon the exercise of any such remedy.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Debenture may be registered on the Security Register upon surrender of this Debenture for registration of transfer at the offices maintained by the Company or its agent for such purpose, duly endorsed by the Holder hereof or his attorney duly authorized in writing, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Securities registrar duly executed by the Holder hereof or his attorney duly authorized in writing, but without payment of any charge other than a sum sufficient to reimburse the Company for any tax or other governmental charge incident thereto. Upon any such registration of transfer, a new Debenture or Debentures of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange herefor.

No service charge shall be made for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

Pursuant to Supplemental Indenture No. 3, Debentures corresponding to Applicable Ownership Interests in Debentures that are no longer a component of the Corporate Units and are released from the Collateral Account will be initially issued as Global Debentures. Except upon recreation of Corporate Units and except as otherwise provided in the Indenture, Debentures

represented by Global Debentures will not be exchangeable for, and will not otherwise be issuable as, Debentures in certificated form. Unless and until such Global Debentures are exchanged for Debentures in certificated form, Global Debentures may be transferred, in whole but not in part, and any payments on the Debentures shall be made, only to the Depository or a nominee of the Depository, or to a successor Depository selected or approved by the Company or to a nominee of such successor Depository.

The Company agrees, and by acceptance of this Debenture or a beneficial interest in this Debenture, each Holder hereof and any Person acquiring a beneficial interest herein agrees, to treat this Debenture as indebtedness for United States federal, state and local tax purposes.

Prior to due presentment for registration of transfer of this Debenture, the Company, the Trustee, and any agent of the Company or the Trustee may deem and treat the person in whose name this Debenture shall be registered upon the Security Register of this series as the absolute owner of this Debenture (whether or not this Debenture shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment of or on account of the principal hereof and, subject to the provisions on the face hereof, interest due hereon and for all other purposes; and neither the Company nor the Trustee nor any such agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this Debenture, or for any claim based hereon or otherwise in respect hereof, or based on or in respect of the Indenture, against any stockholder, officer, director or employee, as such, past, present or future, of the Company or of any successor person, either directly or through the Company, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as a part of the consideration for the issue hereof, expressly waived and released.

This Debenture shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by, and construed in accordance with, the laws of said State.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s) and transfer(s) unto

(please insert Social Security or other identifying number of assignee)
PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE OFASSIGNEE the within Debenture and all rights thereunder, hereby irrevocably constituting and appointing
agent to transfer said Debenture on the books of the Company, with full power of substitution in the premises Dated: _____ NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular without alteration or enlargement, or any change whatever.

SCHEDULE OF INCREASES OR DECREASES IN THIS DEBENTURE

The initial principal amount of this Debenture is:

$750,000,000

Changes to Principal Amount of Global Debenture

Date	Principal Amount by which this Debenture is to be Decreased or Increased and the Reason for the Decrease or Increase	Remaining Principal Amount of this Debenture	Signature of Authorized Officer of Trustee

Exhibit 5(a)

The Bank of New York Mellon Trust Company, N. A.
2 North LaSalle Street, 7th Floor
Chicago, Illinois 60602

November 15, 2021

Gentlemen:

The undersigned, David C. House, counsel for American Electric Power Company, Inc. (the "Company"), delivers this opinion in accordance with Sections 102, 303, 903 and 1203 of the Junior Subordinated Indenture, dated as of March 1, 2008 (the "Subordinated Indenture"), from the Company to The Bank of New York Mellon Trust Company, N.A., as successor trustee to The Bank of New York, as trustee (the "Trustee"), and in connection with the issuance and sale by the Company of (i) $750,000,000 aggregate principal amount of the Company's 3.875% Fixed-to-Fixed Reset Rate Junior Subordinated Debentures ("Debentures"), executed by the Company and delivered to you concurrently herewith, such Debentures to be in the form of definitive debentures, No. 1 and No. 2, registered in the name of Cede & Co., as nominee for The Depository Trust Company, under the Indenture, as supplemented by Supplemental Indenture No. 3, dated as of November 15, 2021 (the "Supplemental Indenture" and, together with the Subordinated Indenture, the "Indenture") and pursuant to the Company Order and Officer's Certificate, of even date herewith. Capitalized terms not otherwise defined herein shall have the meanings specified in the Indenture.

I hereby advise you that in my opinion:

(a) the form of the Debentures has been duly authorized by the Company and has been established in conformity with the provisions of the Indenture;

(b) the terms of the Debentures have been duly authorized by the Company and have been established in conformity with the provisions of the Indenture;

(c) the Debentures, when authenticated and delivered by the Trustee in accordance with the Indenture and the aforesaid Company Order and the Board Resolutions referred to therein, and issued, executed and delivered by the Company as contemplated by and in accordance with such Company Order and duly paid for by the purchasers, will have been duly issued under the Indenture and will constitute valid and legally binding obligations of the Company, entitled to the benefits provided by the Indenture and enforceable against the Company in accordance with their terms, subject, as the enforcement, to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing; and

(d) the Supplemental Indenture has been duly and validly authorized by the Company by all necessary corporate action, has been duly and validly executed and delivered by the Company, and is a valid and binding instrument enforceable against the Company in

accordance with its terms, subject, as to enforcement, to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

In rendering the opinions set forth in paragraphs (a), (b), (c) and (d) above, (A) I have examined, and have relied as to matters of fact upon, the documents delivered to you at the closing and upon originals or copies, certified or otherwise identified to my satisfaction, of such corporate records, agreements, documents and other instruments and such certificates or comparable documents or oral statements of public officials and of officers and representatives of the Company, and have made such other and further investigations, as I have deemed relevant and necessary as a basis for such opinions, and (B) in such examination, I have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified or photostatic copies, and the authenticity of the originals of such latter documents.

I have read the covenants and conditions contained in the Subordinated Indenture with respect to compliance with which this opinion is given, including without limitation the conditions precedent provided for therein relating to the action proposed to be taken by the Trustee as requested in the Company Order, and the definitions in the Indenture relating thereto.

I am of the opinion that (x) such conditions and covenants and all conditions precedent provided for in the Subordinated Indenture (including any covenants compliance with which constitutes a condition precedent) relating to (1) the execution and delivery of the Supplemental Indenture and (2) the issuance, authorization, authentication and delivery of the Debentures have been complied with and (y) the execution of the Supplemental Indenture is authorized or permitted by the Subordinated Indenture.

I am a member of the Bar of the State of New York.

WITNESS my hand as of this 15th day of November 2021.

/s/ David C. House
David C. House
Counsel to American Electric Power Company, Inc.

Simpson Thacher & Bartlett LLP

600 Travis Street, Suite 5400
Houston, TX 77002-3009

Telephone: +1-713-821-5650
Facsimile: +1-713-821-5602

November 15, 2021

American Electric Power Company, Inc.
1 Riverside Plaza
Columbus, Ohio 43215

Ladies and Gentlemen:

We have acted as special tax counsel to American Electric Power Company, Inc., a New York corporation (the "Company"), in connection with the offering of $750,000,000 aggregate principal amount of 3.875% Fixed-to-Fixed Reset Rate Junior Subordinated Debentures (the "Debentures") issued by the Company, described in the Registration Statement on Form S-3 (File No. 333-249918) (the "Registration Statement") filed by the Company under the Securities Act of 1933, as amended (the "Securities Act"), the prospectus dated November 6, 2020 (the "Base Prospectus"), as supplemented by the preliminary prospectus supplement dated November 10, 2021 relating to the Debentures (together with the Base Prospectus, the "Preliminary Prospectus"), filed by the Company pursuant to Rule 424(b) of the rules and regulations of the Securities and Exchange Commission (the "Commission") under the Securities Act, and the prospectus supplement dated November 10, 2021 relating to the Debentures (together with the Base Prospectus, the "Prospectus"), filed by the Company pursuant to Rule 424(b) of the rules and regulations of the Commission under the Securities Act, in each case including the documents filed under the Securities Exchange Act of 1934, as amended, that are incorporated by reference in the Preliminary Prospectus and the Prospectus, as the case may be.

We have examined (i) the Registration Statement; (ii) the Preliminary Prospectus; (iii) the Prospectus; (iv) the pricing term sheet dated November 10, 2021 relating to the Debentures (together with the Preliminary Prospectus, the "Pricing Disclosure Package"), filed by the Company as a free writing prospectus pursuant to Rule 433 of the rules and regulations of the Commission under the Securities Act; (v) the Junior Subordinated Indenture, dated as of March 1, 2008 (the "Base Indenture"), between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as supplemented by the Supplemental Indenture No. 3, dated as of November 15, 2021 (together with the Base Indenture, the "Indenture"), between the Company and the Trustee establishing the terms of the Debentures; (vi) duplicates of the global debentures representing the Debentures; and (vii) the Underwriting Agreement, dated November 10, 2021 (the "Underwriting Agreement"), between the Company and the several underwriters named in Exhibit 1 thereto. We have relied as to matters of fact upon the representations and warranties contained in the Underwriting Agreement. In addition, we have examined, and have relied as to matters of fact upon, originals, or duplicates or certified or conformed copies, of such records, agreements, documents and other instruments and such certificates or comparable documents of public officials and of officers and representatives of the Company and have made such other investigations as we have deemed relevant and necessary in connection with the opinion hereinafter set forth. In such examination, we have assumed the accuracy of the factual matters described in the Registration Statement.

In rendering the opinion set forth below, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that the statements made in each of the Pricing Disclosure Package and the Prospectus under the caption "Certain U.S. Federal Income Tax Considerations," insofar as they purport to constitute summaries of certain provisions of U.S. federal income tax law and regulations or legal conclusions with respect thereto, constitute accurate summaries of such matters in all material respects.

We do not express any opinion herein concerning any law other than the federal income tax law of the United States.

We hereby consent to the filing of this opinion as Exhibit 8 to the Registration Statement.

Very truly yours,

/s/ Simpson Thacher and Bartlett LLP

SIMPSON THACHER & BARLETT LLP