

TRANSOURCE PENNSYLVANIA, LLC

\$ _____ Note Interest Rate (choose one): Daily Variable / Fixed

Stated Maturity: _____ Initial Interest Rate: _____%

Principal Amount: \$ _____ Issue Date: _____

TRANSOURCE PENNSYLVANIA, LLC, a company duly organized and existing under the laws of the State of Delaware (herein referred to as the “Company”, which term includes any successor corporation thereto) for value received, hereby promises to pay to TRANSOURCE ENERGY, LLC or permitted registered assigns, the principal amount specified above (the “Principal Amount”) on the stated maturity (which must be less than one year after the Issue Date) specified above (the “Stated Maturity”), and to pay interest on said Principal Amount from the original issue date specified above (the “Original Issue Date”) or from the most recent interest payment date. The interest rate (the “Interest Rate”), will be fixed or variable. If variable, the interest rate applicable on any day will be the composite weighted average daily effective cost incurred by the Lending Parties for External Funds outstanding on that date. If there are no External Funds outstanding on that date, then the rate would be the certificate of deposit yield equivalent of the Composite, or if no Composite is established for that day, then the applicable rate will be the Composite for the next preceding day for which a composite is established. If the Composite shall cease to exist, then the rate would be the composite which then most closely resembles the Composite and/or most closely mirrors the pricing the Lending Parties would expect if it had External Funds. Capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in that certain Transource Energy, LLC [credit agreement], dated _____, among Transource Energy, LLC, the Company and the parties named therein.

Interest shall accrue daily, whether or not a Business Day, and the interest payment date shall be the first day of each month and the date of redemption or Stated Maturity.

The interest so payable, and punctually paid or duly provided for, on any interest payment date shall be paid to the person in whose name this Note shall have been registered at the close of business on the regular record date with respect to such interest payment date, which shall be the day immediately preceding such interest payment date.

If any interest payment date, any redemption date or Stated Maturity is not a Business Day, then payment of the amounts due on this Note on such date will be made on the next succeeding Business Day, and no interest shall accrue on such amounts for

the period from and after such interest payment date, redemption date or Stated Maturity, as the case may be, with the same force and effect as if made on such date.

Redemption

This Note may be redeemed by the Company prior to the Stated Maturity at any time.

Transfer

This Note may not be assigned or transferred without the prior written consent of Transource Energy, LLC.

Modification

This Note shall not be modified in any material respect except with the prior written consent of Transource Energy, LLC and the Company.

No recourse shall be had for the payment of the principal of or the interest on this Note, or for any claim based hereon, or otherwise in respect hereof, against any incorporator, stockholder, officer or director, past, present or future, as such, of the Company or of any predecessor or successor corporation, 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 here of and as part of the consideration for the issuance hereof, expressly waived and released.

IN WITNESS WHEREOF, the Company has caused this Note to be executed as of the date written above.

TRANSOURCE PENNSYLVANIA,
LLC

By:
Title:

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

(PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE)

(PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING ZIP CODE, OF

ASSIGNEE) the within Note and all rights thereunder, hereby

irrevocably constituting and appointing such person attorney to

transfer such Note on the books of the Issuer, 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 Note in every particular, without alteration or enlargement or any change whatever.