

September 14, 2018

Pennsylvania Public Utilities Commission  
Secretary of the Commission  
P.O. Box 3265  
Harrisburg, PA 17105

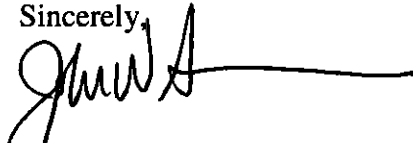
Re: TRANSOURCE PENNSYLVANIA, LLC  
Docket Numbers A-2017-2587821 and G-2017-2587822

Dear Sir or Madam:

Pursuant to the Order of this Commission entered January 23, 2018, Transource Pennsylvania, LLC (the Company), was ordered to file an executed version of each affiliate note within twenty days of execution. On February 28, 2018, June 29, 2018 and July 12, 2018, the Company executed evidence of affiliate note indebtedness in the amount of \$1,600,000, \$800,000 and \$2,000,000, respectively (see attached). A copy of the executed affiliated note, together with an executed schedule of additional advances is filed herewith.

You may contact me with any questions or concerns at 614-716-1638 or [jwseidensticker@aep.com](mailto:jwseidensticker@aep.com).

Sincerely,



John W. Seidensticker  
Assistant Secretary

Enclosures

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2018 SEP 20 AM 10:56  
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TRANSOURCE PENNSYLVANIA, LLC  
Floating Rate Term Note, due February 28, 2020

Stated Maturity: February 28, 2021

Interest Rate: Variable

Initial Principal Amount: \$1,600,000

Initial Issue Date: February 28, 2018

TRANSOURCE PENNSYLVANIA, LLC, a limited liability 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 ("Transource") or permitted registered assigns, the principal amount specified above and, as applicable, as set forth in the grid attached hereto which is part of this Note (the "Principal Amount") on the stated maturity specified above (the "Stated Maturity"), and to pay interest on said Principal Amount from the original issue date specified above and, as applicable, as set forth in the grid attached hereto which is part of this Note) or from the most recent interest payment date, at a rate per annum equal at all times during each Interest Period to the sum of (x) the Eurodollar Rate for such Interest Period plus (y) the Applicable Margin for Eurodollar Rate Advances in effect from time to time, payable in arrears on the last day of such Interest Period and, if such Interest Period has a duration of more than three months, on each day that occurs during such Interest Period every three months from the first day of such Interest Period and on the date such Eurodollar Rate Advance shall be Converted or paid in full (the "Interest Rate"), until the Principal Amount shall have been paid or duly provided for. Capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in that certain \$200,000,000 Credit Agreement, dated as of April 18, 2017, among Transource, as Borrower, the Lenders named therein, and PNC Bank, as Administrative Agent.

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 Transco.

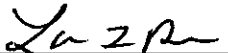
Modification

Except as set forth in the grid attached hereto which is a part of this Note, this Note shall not be modified in any material respect except with the prior written consent of Transource and the Company. Each advance to the Company from Transource, and all payments made on account of principal thereof, shall be recorded by the Company and endorsed on the grid attached hereto which is part of this Note; provided that the failure to record any payment made on this Note shall not limit or otherwise affect the obligations of the Company hereunder with respect to payments of principal or interest on this Note.

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: Lonni L. Dieck  
Title: Treasurer

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**ADVANCES AND PAYMENTS OF PRINCIPAL**

Date	Amount of Advance	Amount of Principal Paid or Prepaid	Unpaid Principal Balance	Notation Made By
2/28/18	\$ 1,600,000.00			Lo ZP
6/29/18	\$ 800,000.00		\$ 2,400,000.00	Lo ZP
7/12/18	\$ 2,000,000.00		\$ 4,400,000.00	Lo ZP
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American Electric Power  
1 Riverside Plaza  
Columbus, OH 43215-2373

neopost  
09/18/2018

**US POSTAGE**

POSTAGE

**\$01.21<sup>9</sup>**



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Secretary of the Commission  
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