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File #: 166594

August 21, 2019

VIA HAND DELIVERY

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Application of Transource Pennsylvania, LLC for All of the Necessary Authority, Approvals, and Certificates of Public Convenience (1) to Begin to Furnish and Supply Electric Transmission Service in Franklin and York Counties, Pennsylvania; (2) for Certain Affiliated Interest Agreements; and (3) for any Other Approvals Necessary to Complete the Contemplated Transactions
Docket Nos. A-2017-2587821 and G-2017-2587822

Dear Secretary Chiavetta:

Enclosed for filing on behalf of Transource Pennsylvania, LLC ("Transource PA") is an update to its affiliate note indebtedness ("Note") reflecting an advance of $500,000 on August 19, 2019, from Transource Energy, LLC to Transource PA. Transource PA is filing this update pursuant to the Pennsylvania Public Utility Commission's ("Commission") Order entered on January 23, 2018 at the above-referenced docket.

Please direct any questions regarding this matter to the undersigned.

Respectfully submitted,

Anthony D. Kanagy

ADK/kls
Enclosure

cc: Certificate of Service

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AUG 21 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

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			
6/29/18	$ 800,000.00		$2,400,000.00	
7/12/18	$ 2,000,000.00		$4,400,000.00	
9/28/18	$1,000,000.00		$5,400,000.00	
10/31/18	$ 800,000.00		$6,200,000.00	
11/30/18	$ 600,000.00		$6,800,000.00	
12/31/18	$1,000,000.00		$7,800,000.00	
1/17/19	$1,700,000.00		$9,500,000.00	
2/15/19	$ 700,000.00		$10,200,000.00	
4/15/19	$ 500,000.00		$10,700,000.00	
5/15/19	$800,000.00		$11,500,000.00	
8/19/19	$ 500,000.00		$12,000,000.00	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA E-MAIL AND FIRST CLASS MAIL

Darryl A. Lawrence, Esquire
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Harrisburg, PA 17101-1923

Tori Giesler, Esquire
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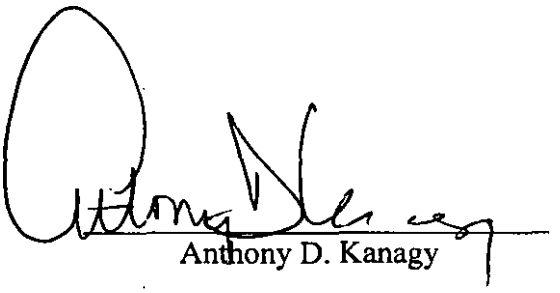
P.O. Box 16001
Reading, PA 19612-6001
Counsel for Mid-Atlantic Interstate Transmission, LLC

Romulo L. Diaz, Jr., Esquire
Jack R. Garfinkle, Esquire
Michael S. Swerling, Esquire
Jennedy S. Johnson, Esquire
PECO Energy Company
2301 Market Street
Philadelphia, PA 19103
Counsel for PECO Energy

Date: August 21, 2019



Anthony D. Kanagy

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