

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)

September 28, 2017

AEP TRANSMISSION COMPANY, LLC

(Exact Name of Registrant as Specified in Its Charter)

333-217143

Delaware

46-1125168

(Commission File Number)

(State or Other Jurisdiction of
Incorporation)

(IRS Employer Identification
No.)

1 Riverside Plaza, Columbus, OH

(Address of Principal Executive Offices)

43215

(Zip Code)

614-716-1000

(Registrant's Telephone Number, Including Area Code)

(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))
- 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 September 28, 2017, AEP Transmission Company, LLC (the “Company”) issued debt securities pursuant to a Purchase Agreement with Citigroup Global Markets Inc., Mizuho Securities USA LLC and MUFG Securities Americas Inc. (collectively, the “Initial Purchasers”), relating to the offering and sale by the Company of \$125,000,000 principal amount of its 3.10% Senior Notes, Series D, due 2026 (Series D Notes) (reopening of 3.10% Senior Notes, Series D, due 2026, \$300,000,000 of which was issued on November 21, 2016 for a total aggregate principal amount of \$425,000,000) and \$500,000,000 principal amount of its 3.75% Senior Notes, Series H, due 2047 (Series H Notes) (collectively, the Senior Notes).

Item 9.01. Financial Statements and Exhibits

(c) Exhibits

- 1(a) Purchase Agreement, dated September 25, 2017, between the Company and the Initial Purchasers named in Exhibit 1 thereto, in connection with the sale of the Senior Notes.
- 4(a) First Supplemental Indenture between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee, dated as of November 21, 2016, establishing the terms of the Series D Notes, incorporated by reference from Registration Statement No. 333-217143, Exhibit 4(a)-2.
- 4(b) Second Supplemental Indenture between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee, dated September 28, 2017, establishing the terms of the Series H Notes.
- 4(c) Form of the Series D Notes (included in Exhibit 4(a) hereto).
- 4(d) Form of the Series H Notes (included in Exhibit 4(b) hereto).
- 5(a) Opinion of Thomas G. Berkemeyer regarding the legality of the Senior Notes.

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.

AEP TRANSMISSION COMPANY, LLC

By: /s/ Thomas G. Berkemeyer

Name: Thomas G. Berkemeyer

Title: Assistant Secretary

September 28, 2017

EXHIBIT INDEX

Exhibit Number	Description
<u>1(a)</u>	Purchase Agreement, September 25, 2017, between the Company and the Initial Purchasers, as representatives of the several Initial Purchasers named in Exhibit 1 thereto, in connection with the sale of the Senior Notes.
<u>4(a)</u>	First Supplemental Indenture between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee, dated as of November 21, 2016, establishing the terms of the Series D Notes, incorporated by reference from Registration Statement No. 333-217143, Exhibit 4(a)-2.
<u>4(b)</u>	Second Supplemental Indenture between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee, dated September 28, 2017, establishing the terms of the Series H Notes.
<u>4(c)</u>	Form of the Series D Notes (included in Exhibit 4(a) hereto).
<u>4(d)</u>	Form of the Series H Notes (included in Exhibit 4(b) hereto).
<u>5(a)</u>	Opinion of Thomas G. Berkemeyer regarding the legality of the Senior Notes.

AEP TRANSMISSION COMPANY, LLC

Purchase Agreement

Dated September 25, 2017

AGREEMENT made between AEP TRANSMISSION COMPANY, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the Company), and the several persons, firms and corporations (the Initial Purchasers) named in Exhibit 1 hereto.

WITNESSETH:

WHEREAS, the Company proposes to issue and sell \$125,000,000 principal amount of its 3.10% Senior Notes, Series D, due 2026 (Series D Notes) (reopening of 3.10% Senior Notes, Series D, due 2026, \$300,000,000 of which was issued on November 21, 2016 for a total aggregate principal amount of \$425,000,000) and \$500,000,000 principal amount of its 3.75% Senior Notes, Series H, due 2047 (Series H Notes) (collectively, the Senior Notes), to be issued pursuant to an Indenture dated as of November 1, 2016, between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the Trustee), as supplemented and to be further supplemented (said Indenture as so supplemented being hereafter referred to as the Indenture); and

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

WHEREAS, the Senior Notes will be offered and sold without being registered under the United States Securities Act of 1933, as amended (the Act), in reliance on certain exemptions therefrom and in transactions not subject thereto. In connection with the offering and resale of the Senior Notes, the Company has prepared a preliminary offering memorandum, dated September-- 25, 2017 (the Preliminary Offering Memorandum), and an Offering Memorandum (as hereinafter defined) setting forth information regarding the Company and the transactions described herein. The Company has also prepared a pricing term sheet, dated the date hereof describing the terms of the Senior Notes (the Pricing Term Sheet). The documents listed in Exhibit 2 consisting of the Preliminary Offering Memorandum and the Pricing Term Sheet taken together as of the Applicable Time (as defined below) are herein referred to as the "Pricing Disclosure Package." "Applicable Time" means 3:40 p.m. (New York City time) on the date of this Agreement or such other time as may be agreed in writing by the Company and the Initial Purchasers. "Supplemental Written Offering Materials" means any "written communication" (within the meaning of Rule 405 under the Act) prepared by or on behalf of the Company with its consent, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Senior Notes other than the Pricing Disclosure Package or the Offering Memorandum or amendments or supplements thereto, if any, each identified on Exhibit 3 hereto; and

WHEREAS, holders of the Senior Notes will have the registration rights set forth in the

Registration Rights Agreement (the Registration Rights Agreement) dated as of the Time of Purchase between the Company and the Initial Purchasers.

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 Initial Purchasers named in Exhibit 1 hereto, severally and not jointly, and the respective Initial Purchasers, severally and not jointly, agree to purchase from the Company, the respective principal amounts of the Senior Notes set opposite their names in Exhibit 1 hereto, together aggregating all of the Senior Notes, at the prices set forth in Exhibit 1 hereto.

2. Payment and Delivery: (a) Payment for the Senior Notes shall be made to the Company 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 Senior Notes for the respective accounts of the Initial Purchasers against receipt therefor signed by the Representatives on behalf of itself and for the other Initial Purchasers. Such delivery shall be made at 10:00 A.M., New York Time, on September 28, 2017 (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 Initial Purchasers), unless postponed in accordance with the provisions of Section 8 hereof, at the office of Hunton & Williams 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.

(b) The Senior Notes in which interests are sold to Qualified Institutional Buyers (as defined in Rule 144A under the Act (Rule 144A)) (Qualified Institutional Buyers) in reliance on Rule 144A will be issued in the form of one or more Global Notes (the Rule 144A Global Notes). The Senior Notes in which interests are sold to persons other than U.S. persons (as defined in Regulation S under the Act (Regulation S)) in offshore transactions in reliance on Regulation S will each be issued in the form of one or more Global Notes (the Regulation S Global Notes). Upon issuance by the Company, the Trustee will authenticate and deliver the Rule 144A Global Notes and the Regulation S Global Notes and will record Cede & Co., as the nominee of DTC, on its books as the registered owner of the Senior Notes.

(c) With respect to the initial resale of the Senior Notes, each Initial Purchaser, severally and not jointly, represents and warrants to, and agrees with, the Company that:

(1) It is a Qualified Institutional Buyer and an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the Act and is purchasing the Senior Notes pursuant to Section 4(a)(2) of the Act;

(2) It has not offered or sold, and will not offer or sell, any Senior Note except (i) to persons whom it reasonably believes to be Qualified Institutional Buyers or, if any such person is buying for one or more institutional accounts for

which such person is acting as fiduciary or agent, only when such Initial Purchaser reasonably believes that each such account is a Qualified Institutional Buyer to whom notice has been given that such sale or delivery is being made in reliance on Rule 144A; or (ii) in the case of offers outside the United States to persons other than U.S. Persons (within the meaning of Regulation S) to whom it reasonably believes offers and sales of the Senior Notes may be made in reliance upon Regulation S under the Act; and

(3) Neither it nor any of its affiliates nor any person acting on its or their behalf has made or will make offers or sales of the Senior Notes by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D under the Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Act).

(d) Each Initial Purchaser represents, warrants and agrees with respect to offers and sales outside the United States that:

(1) such Initial Purchaser understands that no action has been or will be taken in any jurisdiction by the Company that would permit a public offering of the Senior Notes, or possession or distribution of the Offering Memorandum or Preliminary Offering Memorandum or any other offering or publicity material relating to the Senior Notes, in any country or jurisdiction where action for that purpose is required;

(2) such Initial Purchaser will comply with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Senior Notes or has in its possession or distributes the Offering Memorandum or Preliminary Offering Memorandum or any such other material, in all cases at its own expense;

(3) such Initial Purchaser has offered the Senior Notes and will offer and sell the Senior Notes (A) as part of its distribution at any time and (B) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, only in accordance with Rule 903 of Regulation S or as otherwise permitted in this Section 2(d) of this Agreement; accordingly, neither such Initial Purchaser, its Affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Senior Notes, and the Initial Purchaser, its Affiliates and any such persons have complied and will comply with the offering restrictions requirement of Regulation S;

(4) such Initial Purchaser has (A) only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (“FSMA”)) received by it in connection with the issue or sale of any Senior Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Company and (B) complied and

will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Senior Notes in, from or otherwise involving the United Kingdom; and

(5) such Initial Purchaser agrees that, at or prior to confirmation of sales of the Senior Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Senior Notes from it during the restricted period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the Act and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S (or Rule 144A or any other exemption from the registration requirements of the Act if available) under the Act. Terms used above have the meaning given to them by Regulation S."

3. Conditions of Initial Purchasers' Obligations: The several obligations of the Initial Purchasers 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 Senior Notes shall be satisfactory in form and substance to Hunton & Williams LLP, counsel to the Initial Purchasers.

(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 Initial Purchasers, with such changes therein as may be agreed upon by the Company and the Representatives with the approval of Hunton & Williams LLP, counsel to the Initial Purchasers:

(1) Opinion of Thomas G. Berkemeyer, Esq. or William E. Johnson, Esq., counsel to the Company, substantially in the form heretofore previously provided to the Initial Purchasers;

(2) Opinion of Simpson Thacher & Bartlett LLP, special tax counsel to the Company, substantially in the form heretofore previously provided to the Initial Purchasers;

(3) Opinion and negative assurance letter of Hunton & Williams LLP, counsel to the Initial Purchasers, substantially in the forms heretofore previously provided to the Initial Purchasers.

(c) That the Representatives shall have received on the date hereof and shall receive at the Time of Purchase letters from:

(1) Deloitte & Touche 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) (a) confirming with respect to the Company that they are independent auditors with respect to the Company within the meaning of the Act and the applicable published rules and regulations of the Securities and Exchange Commission (the "Commission") and the Public Company Accounting Oversight Board (United States) thereunder, and (b) 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; and

(2) 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) (a) confirming with respect to the Company that they are independent auditors with respect to the Company 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, and (b) 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) That no amendment or supplement to the Pricing Disclosure Package, the Offering Memorandum or Supplemental Written Offering Materials prior to the Time of Purchase shall contain material information substantially different from that contained in the Pricing Disclosure Package, the Offering Memorandum or Supplemental Written Offering Materials which is unsatisfactory in substance to the Representatives or unsatisfactory in form to Hunton & Williams LLP, counsel to the Initial Purchasers.

(e) 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 Preliminary Offering Memorandum or the Offering Memorandum (other than changes referred to in or contemplated by the Preliminary Offering Memorandum), and that the Company shall, at the Time of Purchase, have delivered to the Initial Purchasers a certificate of the Treasurer or an Assistant Treasurer of the Company to the effect that, to the best of his or her knowledge, information and belief, there has been no such change.

(f) That, at the Time of Purchase, the Initial Purchasers shall have received the Registration Rights Agreement executed by the Company and the Representatives.

(g) 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 Initial Purchasers herein contained, the Company covenants as follows:

(a) To use its best efforts to qualify the Senior Notes for offer and sale under the securities or “blue sky” laws of such jurisdictions as the Representatives may designate within six months after the date hereof and itself to pay, or to reimburse the Initial Purchasers 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.

(b) To pay all expenses, fees and taxes (other than transfer taxes on resales of the Senior Notes by the respective Initial Purchasers) in connection with the issuance and delivery of the Senior Notes, except that the Company shall be required to pay the fees and disbursements (other than disbursements referred to in paragraph (a) of this Section 4) of Hunton & Williams LLP, counsel to the Initial Purchasers, only in the events provided in paragraph (c) of this Section 4 and paragraphs (a) and (c) of Section 7, the Initial Purchasers hereby agreeing to pay such fees and disbursements in any other event.

(c) If the Initial Purchasers shall not take up and pay for the Senior Notes 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 8 or 9 hereof, to pay the fees and disbursements of Hunton & Williams LLP, counsel to the Initial Purchasers, and, if the Initial Purchasers shall not take up and pay for the Senior Notes due to the failure of the Company to comply with any of the conditions specified in Section 3 hereof, to reimburse the Initial Purchasers 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.

(d) 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 Senior Notes ceases, as determined by the Initial Purchasers in their sole discretion, and (ii) the date which is 30 days after the Time of Purchase, the Company agrees not to offer, sell, contract to sell or otherwise dispose of any Senior Notes of the Company or any substantially similar securities of the Company without the consent of the Initial Purchasers.

(e) To prepare the Offering Memorandum in a form approved by you and to furnish to you, without charge, as many copies of the Offering Memorandum and any supplements and amendments thereto as you may reasonably request.

(f) At any time prior to completion of the initial resales of the Senior Notes by the Initial Purchasers to purchasers, if any event shall have occurred as a result of which it is

necessary, in the opinion of the Company or Hunton & Williams LLP, counsel to the Initial Purchasers, to amend or supplement the Offering Memorandum in order that the Offering Memorandum will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Offering Memorandum is delivered to a purchaser, not misleading, forthwith to prepare and deliver, at its own expense, such amendment or supplement as may be necessary to make the Offering Memorandum not misleading and to furnish the Initial Purchasers with such number of copies as the Representatives may reasonably request.

(g) At any time prior to completion of the initial resales of the Senior Notes by the Initial Purchasers to purchasers, not to make any amendment or supplement to the Pricing Disclosure Package, the Offering Memorandum or Supplemental Written Offering Materials of which the Initial Purchasers shall not have previously been advised and furnished a copy.

(h) So long as the Senior Notes are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the Act, to furnish to holders of Senior Notes designated by such holders, upon request of such holders or such prospective purchasers, the information required to be delivered pursuant to Rule 144A(d)(4) under the Act, unless such information is contained, at the time of such request, in documents filed with the Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended.

(i) Except following the effectiveness of the Registration Statement (as defined in the Registration Rights Agreement), (i) not to, and to ensure that any of its affiliates (as defined in Rule 501(b) of Regulation D under the Act) do not, directly or through any agent solicit any offer to buy or offer to sell the Senior Notes by means of any form of general solicitation or general advertising (as those terms are used in Rule 502(c) of Regulation D under the Act) or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Act and (ii) not to engage or permit its affiliates or any person acting on their behalf to engage, in any directed selling efforts (as defined in Regulation S) with respect to the Senior Notes sold pursuant to Regulation S and to comply and cause its affiliates and each person acting on their behalf to comply with the offering restrictions of Regulation S with respect to those Senior Notes sold pursuant thereto (it being understood that the Company and its affiliates shall not have responsibility for the actions of the Initial Purchasers or any of their respective affiliates).

(j) To refrain, and cause its affiliates to refrain, from selling, offering for sale or soliciting offers to buy or otherwise negotiating in respect of any security (as defined in the Act) in a transaction that could be integrated with the sale of the Senior Notes in a manner that would require the registration under the Act of the Senior Notes.

(k) During the period of one year after the Time of Purchase, to not, and not permit any of their affiliates to, purchase, agree to purchase or otherwise acquire any of the Senior Notes which constitute “restricted securities” under Rule 144 under the Act unless,

immediately upon such purchase, the Company, the parent or such affiliate submits such Senior Notes to the Trustee for cancellation.

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

(a) The Preliminary Offering Memorandum, at the date thereof, did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the Applicable Time, the Pricing Disclosure Package did not, and on the date thereof the Offering Memorandum does not and at the Time of Purchase the Offering Memorandum will not (and any amendment or supplement thereto, when considered together with the Offering Memorandum, at the date thereof and at the Time of Purchase will not) contain any untrue statement of a material fact or omit to state any material fact 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 any Initial Purchaser with respect to (i) any statements or omissions made therein in reliance upon and in conformity with the information furnished in writing to the Company by the Initial Purchasers expressly for use therein or (ii) any information with respect to DTC or its systems or procedures as set forth in the Offering Memorandum or the Preliminary Offering Memorandum under the caption "Description of the Notes - Book-Entry Only Issuance."

(b) As of the Time of Purchase, the Indenture will have been duly authorized by the Company 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 such Senior Notes will have been duly authorized, executed, authenticated and, when paid for by the purchasers thereof, will constitute legal, valid and binding obligations enforceable against the Company and 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 information contained in any Supplemental Written Offering Materials listed in Exhibit 3 does not conflict with the information contained in the Preliminary Offering Memorandum or the Offering Memorandum and no such Supplemental Written Offering Materials, taken together with 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) Since the respective dates as of which information is given in the Pricing Disclosure Package, 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.

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

(f) 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.)

(g) 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 Senior Notes or the transactions by the Company contemplated in this Agreement or the Registration Rights Agreement, except (A) such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws; and (B) such consents, approvals, authorizations, registrations and qualifications as may be required under the Act and the Trust Indenture Act of 1939, as amended (the Trust Indenture Act) in connection with the transactions contemplated by the Registration Rights Agreement.

(h) The consolidated financial statements of the Company and its consolidated subsidiaries together with the notes thereto, included in the Preliminary Offering Memorandum and the Offering Memorandum 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 on a consistent basis throughout the periods involved; and the selected consolidated financial information of the Company included in the Preliminary Offering Memorandum and the Offering Memorandum present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements of the Company included in the Offering Memorandum.

(i) 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 Disclosure Package and the Offering Memorandum.

(j) Neither the Company nor any of its affiliates has directly, or through any agent, (i) sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of any security (as defined in the Act) which is or will be integrated with the sale of the Senior Notes in a manner that would require the registration under the Act of the Senior Notes or (ii) engaged in any form of general solicitation or general advertising (as those terms are used in Regulation D under the Act) in connection with the offering of the Senior Notes, or acted in any manner involving a public offering of the Senior Notes within the meaning of Section 4(a)(2) of the Act.

(k) The Senior Notes are eligible for resale pursuant to Rule 144A and will not be, at the Time of Purchase, of the same class (within the meaning of Rule 144A(d)(3) under the Act) as securities listed on a national securities exchange registered under Section 6 of the Exchange Act, or quoted on a U.S. automated inter-dealer quotation system.

(l) Assuming the accuracy of each of the Initial Purchasers' representations contained herein and the Initial Purchasers' compliance with their agreements hereunder, the offer, sale and delivery of the Senior Notes to you and the initial resales by you, each in the manner contemplated by this Agreement, do not require registration of the Senior Notes under the Act or qualification of the Indenture under the Trust Indenture Act of 1939, as amended.

(m) With respect to those Senior Notes sold in reliance on Regulation S under the Act, (i) none of the Company, its affiliates or any person acting on its or their behalf (other than the Initial Purchasers, as to whom the Company makes no representation) has engaged or will engage in any directed selling efforts within the meaning of Regulation S and (ii) each of the Company and its affiliates and any person acting on its or their behalf (other than the Initial Purchasers, as to whom the Company makes no representation) has complied and will comply with the offering restrictions requirement of Regulation S.

(n) The Registration Rights Agreement has been duly authorized by the Company and, at the Time of Purchase, will have been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the Initial Purchasers, the Registration Rights Agreement will, at the Time of Purchase, be a valid and binding obligation of the Company, enforceable against it in accordance with its terms, except as may be limited by (i) 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 (ii) as rights to indemnity under the Registration Rights Agreement may be limited by principles of public policy, and the Registration Rights Agreement will conform in all material respects to all statements relating thereto contained in the Offering Memorandum.

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 Senior Notes hereunder.

6. Warranties of Initial Purchasers:

Each Initial Purchaser warrants and represents that the information furnished in writing to the Company for use in the Pricing Disclosure Package, in any Supplemental Written Offering Materials, in the Offering Memorandum, or in the Pricing Disclosure Package, in any Supplemental Written Offering Materials or Offering Memorandum as amended or supplemented is correct as to such Initial Purchaser. The warranties and representations of such Initial Purchaser made by or on behalf of the Company or other person, and shall survive the delivery of and payment for the Senior Notes hereunder.

7. Indemnification and Contribution:

(a) To the extent permitted by law, the Company agrees to indemnify and hold harmless each Initial Purchaser, each Initial Purchaser's employees, agents, officers and directors and each person, if any, who controls an Initial Purchaser within the meaning of Section 15 of the Act, against any and all losses, claims, damages or liabilities, joint or several, to which an Initial Purchaser, they or any of you or them may become subject under the Act or otherwise, and to reimburse the Initial Purchasers, 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 Preliminary Offering Memorandum, the Pricing Disclosure Package, the Offering Memorandum or any Supplemental Written Offering Materials, or if the Company shall furnish or cause to be furnished to the Initial Purchasers any amendments or any supplements to the Preliminary Offering Memorandum, the Pricing Disclosure Package, the Offering Memorandum or any Supplemental Written Offering Materials, in the Preliminary Offering Memorandum, the Pricing Disclosure Package, the Offering Memorandum or any Supplemental Written Offering Materials as so amended or supplemented 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 Preliminary Offering Memorandum, the Pricing Disclosure Package, the Offering Memorandum or any Supplemental Written Offering Materials, or in the Preliminary Offering Memorandum, the Pricing Disclosure Package, the Offering Memorandum or any Supplemental Written Offering Materials as so amended or supplemented, in reliance upon and in conformity with information furnished in writing to the Company by the Initial Purchasers expressly for use therein. Each Initial Purchaser 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 7(a) may be sought by any such Initial Purchaser, or by any person controlling any such Initial Purchaser, 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 Initial Purchaser or to such controlling person otherwise than on account of the indemnity agreement contained in this Section 7(a). In case any such action shall be brought against an Initial Purchaser or any such controlling person and an Initial Purchaser 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 Initial Purchaser 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 Initial Purchaser'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 Initial Purchaser or any controlling person and the Company and such Initial Purchaser or any controlling person shall have been advised by its counsel that a conflict of interest between the Company and such Initial Purchaser 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 Initial Purchasers or any controlling person (plus any local counsel retained by the Initial Purchasers or any controlling person in their reasonable judgment), which firm (or firms) shall be designated in writing by the Initial Purchasers or any controlling person).

(b) Each Initial Purchaser 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, 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 7(a) hereof, but only with respect to untrue statements or alleged untrue statements or omissions or alleged omissions made in the Preliminary Offering Memorandum, the Pricing Disclosure Package, the Offering Memorandum or any Supplemental Written Offering Materials, or in the Preliminary Offering Memorandum, the Pricing Disclosure Package, the Offering Memorandum or any Supplemental Written Offering Materials as so amended or supplemented, in reliance upon and in conformity with information furnished in writing to the Company by such Initial Purchaser 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 7(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 7(b).

(c) If recovery is not available or insufficient to hold the indemnified party harmless under Section 7(a) or 7(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 7(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 Notes realized by the Company on the one hand and the Initial Purchasers 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 Initial Purchasers 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 Initial Purchasers were treated as one entity for such purpose) without reference to the considerations called for in the previous sentence. No Initial Purchaser or any person controlling such Initial Purchaser shall be obligated to contribute any amount or amounts hereunder which in the aggregate exceeds the total price of the Senior Notes purchased by such Initial Purchaser under this Agreement, less the aggregate amount of any damages which such Initial Purchaser 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 Initial Purchaser's obligation to contribute under this Section 7 is in proportion to its purchase obligation and not joint with any other Initial Purchaser.

(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 7 (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 7 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 Senior Notes hereunder.

8. Default of Initial Purchasers: If any Initial Purchaser 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 Senior Notes which it has agreed to purchase and pay for hereunder, and the aggregate principal amount of Senior Notes which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of the Senior Notes, the other Initial Purchasers shall be obligated severally in the proportions which the amounts of Senior Notes set forth opposite their names in Exhibit 1 hereto bear to the aggregate principal amount of Senior Notes set forth opposite the names of all such non-defaulting Initial Purchasers, to purchase the Senior Notes which such defaulting Initial Purchaser or Initial Purchasers agreed but failed or refused to purchase on the terms set forth herein; provided that in no event shall the principal amount of Senior Notes which any Initial Purchaser has agreed to purchase pursuant to Section 1 hereof be increased pursuant to this Section 8 by an amount in excess of one-ninth of such principal amount of Senior Notes without the written consent of such Initial Purchaser. If any Initial Purchaser or Initial Purchasers shall fail or refuse to purchase Senior Notes and the aggregate principal amount of Senior Notes with respect to which such default occurs is more than one-tenth of the aggregate principal amount of the Senior Notes then this Agreement shall terminate without liability on the part of any non-defaulting Initial Purchaser; provided, however, that the non-defaulting Initial Purchasers may agree, in their sole discretion, to purchase the Senior Notes which such defaulting Initial Purchaser or Initial Purchasers 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 Initial Purchaser (except to the extent, if any, provided in Section 4(c) hereof), nor shall any Initial Purchaser (other than an Initial Purchaser who shall have failed or refused to purchase the Senior Notes 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 Initial Purchaser.

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

9. Termination of Agreement by the Initial Purchasers: 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 Initial Purchasers' ability to market the Senior Notes shall have been materially adversely affected because:

(i) trading in securities on the New York Stock Exchange shall have been generally suspended by the Commission or by the New York Stock Exchange or trading in the securities of the Company shall have been suspended by the New York Stock Exchange, or

(ii) 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

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

(iv) there shall have been any decrease in the ratings of the Company's debt securities by Moody's Investors Services, Inc. (Moody's) or S&P Global Ratings (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 9, 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 Initial Purchaser for any reason permitted hereunder, or if the sale of the Senior Notes to the Initial Purchasers 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 Initial Purchaser 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(c) hereof) and the Initial Purchasers shall be under no liability to the Company nor be under any liability under this Agreement to one another.

10. 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 Representatives, to Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, Attention: General Counsel, Fax No.: (646) 291-1469; Mizuho Securities USA LLC, 320 Park Avenue, 12th Floor, New York, New York 10022, Attention: Debt Capital Markets, Fax No.: (212) 205-7812; MUFG Securities Americas Inc., 1221 Avenue of the Americas, 6th Floor, New York, New York 10020, Attention: Capital Markets Group, Fax No.: (646) 434-3455 and, if to the Company, to AEP Transmission Company, LLC c/o American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, Ohio 43215, Attention: Lonni L. Dieck, Treasurer.

11. Parties in Interest: The agreement herein set forth has been and is made solely for the benefit of the Initial Purchasers (including the employees, agents, officers and directors thereof), the Company (including the directors thereof and such of the officers thereof), the controlling persons, if any, referred to in Section 7 hereof, and their respective successors, assigns, executors and administrators, and, except as expressly otherwise provided in Section 8 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 Agreement, the Company and the Initial Purchasers 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.

12. Definition of Certain Terms: If there be two or more persons, firms or corporations named in Exhibit 1 hereto, the term 'Initial Purchasers', as used herein, shall be deemed to mean the several persons, firms or corporations, so named (including the Representatives herein mentioned and any party or parties substituted pursuant to Section 8 hereof, and the term 'Representatives', as used herein, shall be deemed to mean the Representatives or Representatives designated by, or in the manner authorized by, the Initial Purchasers. All obligations of the Initial Purchasers hereunder are several and not joint. If there shall be only one person, firm or corporation named in Exhibit 1

hereto, the term 'Initial Purchasers' 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 Senior Notes from any of the respective Initial Purchasers.

13. Conditions of the Company's Obligations: The obligations of the Company hereunder are subject to the Initial Purchasers' performance of their obligations hereunder.

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

15. 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.

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.

AEP TRANSMISSION COMPANY, LLC

By: /s/ Lonni L. Dieck
Lonni L. Dieck
Treasurer

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Brian D. Bednarski
Name: Brian D. Bednarski
Title: Managing Director

MIZUHO SECURITIES USA LLC

By: /s/ Scott Trachsel
Name: Scott Trachsel
Title: Managing Director

MUFG SECURITIES AMERICAS INC.

By: /s/ Richard Testa
Name: Richard Testa
Title: Managing Director

as Representatives
and on behalf of the Initial Purchasers
named in Exhibit 1 hereto

EXHIBIT 1

I. Purchase Price

The purchase prices to be paid by the Initial Purchasers for the Senior Notes shall be as follows:

	Price to Public	Initial Purchasers' Discount	Initial Purchasers' Purchase Price
Series D Notes	100.832%*	0.650%	100.182%*
Series H Notes	99.759%	0.875%	98.884%

*The Price to Public and Initial Purchasers' Purchase Price for the Series D Notes shall also include accrued interest from June 1, 2017.

II. Principal Amount to be Purchased

Initial Purchasers	Principal Amount of Series D Notes	Principal Amount of Series H Notes
Citigroup Global Markets Inc.	\$ 18,750,000	\$ 75,000,000
Mizuho Securities USA LLC	18,750,000	75,000,000
MUFG Securities Americas Inc.	18,750,000	75,000,000
BNP Paribas Securities Corp.	18,750,000	75,000,000
Goldman Sachs & Co. LLC	18,750,000	75,000,000
PNC Capital Markets LLC	18,750,000	75,000,000
Credit Agricole Securities (USA) Inc.	6,250,000	25,000,000
Fifth Third Securities, Inc.	3,125,000	12,500,000
The Huntington Investment Company	3,125,000	12,500,000
Total	\$ 125,000,000	\$ 500,000,000

EXHIBIT 2

PRICING DISCLOSURE PACKAGE

1. Preliminary Offering Memorandum dated September 25, 2017
 2. Pricing Term Sheet dated September 25, 2017
-

EXHIBIT 3

SUPPLEMENTAL WRITTEN OFFERING MATERIALS

None.

AEP TRANSMISSION COMPANY, LLC
TO
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
AS TRUSTEE

SECOND SUPPLEMENTAL INDENTURE
DATED AS OF SEPTEMBER 28, 2017

\$125,000,000 3.10% SENIOR NOTES, SERIES D DUE 2026

\$500,000,000 3.75% SENIOR NOTES, SERIES H DUE 2047

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* This Table of Contents does not constitute part of the Indenture or have any bearing upon the interpretation of any of its terms and provisions.

THIS SECOND SUPPLEMENTAL INDENTURE is made as of the 28th day of September, 2017, between AEP TRANSMISSION COMPANY, LLC a limited liability company duly organized and existing under the laws of the state of Delaware (herein called the “Company”), having its principal office at 1 Riverside Plaza, Columbus, Ohio 43215 and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, duly organized and existing under the laws of the United States, having its designated corporate trust office at 2 North LaSalle Street, 7th Floor, Chicago, Illinois 60602, as Trustee (herein called the “Trustee”).

W I T N E S S E T H:

WHEREAS, the Company has heretofore entered into an Indenture, dated as of November 1, 2016 (the “Original Indenture”), with the Trustee;

WHEREAS, the Original Indenture is incorporated herein by this reference and the Original Indenture, as supplemented by the First Supplemental Indenture, dated as of November 21, 2016 (the “First Supplemental Indenture”) and this Second Supplemental Indenture, is herein called the “Indenture”;

WHEREAS, under the Original Indenture, a new series of unsecured notes (the “Senior Notes”) may at any time be established by the Board of Managers of the Company in accordance with the provisions of the Original 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 issue an additional \$125,000,000 aggregate principal amount of 3.10% Senior Notes, Series D due 2026 (the “New Series D Notes”) (a reopening of the 3.10% Senior Notes, Series D due 2026 (the “Series D Notes”), \$300,000,000 of which was issued on November 21, 2016 pursuant to the First Supplemental Indenture for a total aggregate principal amount of \$425,000,000);

WHEREAS, the Company proposes to create under the Indenture a series of Senior Notes to be designated the “3.75% Senior Notes, Series H due 2047” (the “Series H Notes”), the form and substance of the Series H Notes and the terms, provisions and conditions thereof to be set forth as provided in the Original Indenture and this Second Supplemental Indenture;

WHEREAS, the Company and the initial purchasers named therein have entered into that certain Registration Rights Agreement, dated September 28, 2017 (the “Registration Rights Agreement”), providing for (i) the issuance from time to time of Securities issued in exchange for, and in an aggregate principal amount equal to, the New Series D Notes and the Series H Notes (the “Exchange Notes”) containing terms substantially identical to, and evidencing the same indebtedness as, the New Series D Notes and the Series H Notes exchanged therefor (except that such Exchange Notes will be registered under the Securities Act and will not bear any legend to the contrary) and (ii) the payment of any additional amounts of interest that shall become payable in respect of the New Series D Notes and the Series H Notes pursuant to the Registration Rights Agreement as a result of the registration default as described in the Registration Rights Agreement (“Additional Interest”);

WHEREAS, additional Senior Notes of other series hereafter established, except as may be limited in the Original Indenture as at the time supplemented and modified, may be issued from time to time pursuant to the Indenture as at the time supplemented and modified; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Second Supplemental Indenture and to make it a valid and binding obligation of the Company have been done or performed.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Additional Definitions

SECTION 1.01 Definitions.

The following defined terms used herein shall, unless the context otherwise requires, have the meanings specified below. Capitalized terms used herein for which no definition is provided herein shall have the meanings set forth in the Original Indenture.

“Additional Interest” shall have the meaning assigned to it in the Registration Rights Agreement.

“Agent Member” shall have the meaning set forth in Section 3.06(a)(iv).

“Applicable Procedures” means, with respect to any transfer or transaction involving a Global Security or beneficial interest therein, the rules and procedures of the Depository for such Security, Euroclear and Clearstream, in each case to the extent applicable to such transaction and as in effect from time to time.

“Certificated Securities” shall have the meaning set forth in Section 3.06(b).

“Clearstream” means Clearstream Banking, société anonyme, or any successor securities clearing agency.

“Consolidated Priority Debt” means all Priority Debt of the Company and its subsidiaries determined on a consolidated basis eliminating inter-company items.

“Consolidated Tangible Net Assets” means the total of all assets (including revaluations thereof as a result of commercial appraisals, price level restatement or otherwise) appearing on the most recent quarterly or annual, as applicable, consolidated balance sheet of the Company and its consolidated subsidiaries, net of applicable reserves and deductions, but excluding goodwill, trade names, trademarks, patents, unamortized debt discount and all other like intangible assets (which term shall not be construed to include such revaluations), less the aggregate of the consolidated current liabilities of the Company and its consolidated subsidiaries appearing on such balance sheet.

“Debt” means any indebtedness for borrowed money.

“DTC” means The Depository Trust Company, the initial Depository.

“Euroclear” means Euroclear Bank S.A./N.V., as operator of the Euroclear System or any successor securities clearing agency.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Exchange Offer Registration Statement” shall have the meaning assigned to it in the Registration Rights Agreement.

“Exchange Notes” shall have the meaning set forth in the Recitals.

“Global Notes” means, collectively, the Rule 144A Global Notes and Regulation S Global Notes.

“Global Securities” means global certificates representing the Series H Notes as described in Section 3.06.

“Holder” means a registered holder of a Note.

“Lien or Liens” means any mortgage, pledge, security interest, or other lien on any utility properties or tangible assets, including, without limitation, the capital stock or comparable equity interest of its subsidiaries, owned on the date hereof or hereafter acquired by the Company or its subsidiaries.

“Original Issue Date” means September 28, 2017.

“Permitted Liens” means:

- Liens on property existing at the time of acquisition or construction of such property (or created within one year after completion of such acquisition or construction), whether by purchase, merger, construction or otherwise, or to secure the payment of all or any part of the purchase price or construction cost thereof, including the extension of any Liens to repairs, renewals, replacements, substitutions, betterments, additions, extensions and improvements then or thereafter made on the property subject thereto;
- any extensions, renewals or replacements (or successive extensions, renewals or replacements), in whole or in part, of Liens permitted by the foregoing clauses;
- the pledge of any bonds or other securities at any time issued under any of the Secured Debt permitted by the above clauses; and
- the creation or existence of leases (operating or capital) made, or existing on property acquired, in the ordinary course of business.

“Priority Debt” means, without duplication, any Debt of the Company’s subsidiaries; provided that there shall be excluded from any calculation of Priority Debt, (i) the Debt of any subsidiary owing to the Company or a subsidiary of the Company, and (ii) the Debt of any entity which becomes a subsidiary after the issuance of the Series H Notes and any extension, renewal or refunding thereof, provided that such Debt was not incurred in contemplation of such entity becoming a subsidiary.

“Registration Rights Agreement” means the Registration Rights Agreement, dated as of September 28, 2017 among the Company and the Initial Purchasers named therein, relating to the registration of the New Series D Notes and the Series H Notes under the Securities Act.

“Regulation S” means Regulation S under the Securities Act and any successor regulation thereto.

“Regulation S Global Note” has the meaning set forth in Section 3.06(a)(ii).

“Rule 144” means Rule 144 under the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Securities and Exchange Commission.

“Rule 144A” means Rule 144A under the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Securities and Exchange Commission.

“Rule 144A Global Note” has the meaning set forth in Section 3.06(a)(i).

“Secured Debt” means any Debt of the Company or any of its subsidiaries secured by a Lien (other than a Permitted Lien).

“Securities Act” means the Securities Act of 1933, as amended from time to time, or any successor legislation.

“Securities Custodian” means the custodian with respect to a Global Security (as appointed by the Depository), or any successor Person thereto and shall initially be the Trustee.

“Stated Maturity” means December 1, 2047.

“Temporary Regulation S Global Notes” has the meaning set forth in Section 3.06(a)(ii).

“Transfer Restricted Security” shall have the meaning assigned to it in Section 6 the Registration Rights Agreement.

ARTICLE II

The New Series D Notes

SECTION 2.01. Terms.

Except for the issue date of September 28, 2017, the aggregate principal amount of original issue of \$125,000,000, the initial Interest Payment Date of December 1, 2017, and as set forth in Section 2.02 below, the New Series D Notes will have the same ranking, interest rate, maturity and other terms as the Series D Notes as set forth in the First Supplemental Indenture.

SECTION 2.02. Additional Interest.

Additional interest, if any, shall accrue on the Transfer Restricted Securities representing the New Series D Notes over and above the interest rate set forth in the First Supplemental Indenture in accordance with Section 6(a) of the Registration Rights Agreement.

ARTICLE III

The Series H Notes

SECTION 3.01. Establishment.

The Series H Notes shall be designated as the Company's "3.75% Senior Notes, Series H due 2047". The Series H Notes shall be treated for all purposes under the Indenture as a single class or series of senior notes.

SECTION 3.02. Aggregate Principal Amount.

The Trustee shall authenticate and deliver Series H Notes for original issue on the Original Issue Date in the aggregate principal amount of \$500,000,000 upon a Company Order for authentication and delivery thereof and satisfaction of Section 2.01 of the Original Indenture. The aggregate principal amount of the Series H Notes shall be initially limited to \$500,000,000 and shall be subject to Periodic Offerings pursuant to Article II of the Original Indenture. The Series H Notes need not be issued at the same time and may be reopened at any time, without the consent of any Holder, for issuances of additional Series H Notes. Any such additional Series H Notes will have the same ranking, interest rate, maturity and other terms as such series initially issued (except the issue date and issue price).

SECTION 3.03. Maturity and Interest.

- (a) The Series H Notes shall mature on, and the date on which the principal of the Series H Notes shall be payable (unless earlier redeemed) shall be December 1, 2047;
- (b) The interest rate at which the Series H Notes shall bear interest shall be 3.75% per annum; provided, however, that the Additional Interest shall accrue on the Series H Notes under certain circumstances as provided in clause (c) below; interest shall accrue from the date of authentication of the Series H Notes; the Interest Payment Dates on

which such interest will be payable shall be June 1 and December 1, and the Regular Record Date for the determination of Holders to whom interest is payable on any such Interest Payment Date shall be the May 15 or November 15 preceding the relevant Interest Payment Date; provided that the first Interest Payment Date shall be June 1, 2018 and interest payable on the Stated Maturity or any redemption date shall be paid to the Person to whom principal shall be paid; each payment of interest shall include interest accrued through the day before the Interest Payment Date;

(c) Additional Interest, if any, shall accrue on the Transfer Restricted Securities over and above the interest rate set forth herein in accordance with Section 6(a) of the Registration Rights Agreement.

SECTION 3.04. Optional Redemption.

(d) At any time prior to June 1, 2047, the Series H Notes shall be redeemable at the option of the Company, in whole at any time or in part from time to time, upon not less than thirty but not more than sixty days' previous notice given to the registered owners of the Series H Notes at a redemption price equal to the greater of (i) 100% of the principal amount of the Series H Notes being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Series H Notes being redeemed that would be due if such Series H Notes matured on June 1, 2047 (excluding the portion of any such interest accrued to the date of redemption) discounted (for purposes of determining present value) to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 15 basis points, plus, accrued interest thereon to the date of redemption.

At any time on or after June 1, 2047, the Series H Notes shall be redeemable at the option of the Company, in whole or in part, at 100% of the principal amount of the Series H Notes being redeemed, plus accrued and unpaid interest thereon to but excluding the date of redemption.

“Comparable Treasury Issue,” means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term (“remaining life”) of the Series H Notes (assuming the Series H Notes matured on June 1, 2047) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining life of such series of the Series H Notes.

“Comparable Treasury Price,” means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (2) if the Company obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all such quotations.

“Independent Investment Banker” means one of the Reference Treasury Dealers appointed by the Company and notified by the Company to the Trustee.

“Reference Treasury Dealer” means a primary U.S. Government securities dealer or dealers selected by the Company and notified by the Company to the Trustee.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Company and notified to the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company and the Trustee by such Reference Treasury Dealer at or before 3:30 p.m., New York City time, on the third Business Day preceding such redemption date.

“Treasury Rate” means, with respect to any redemption, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

SECTION 3.05. Security Registrar.

The Security Register referred to in Section 2.05 of the Original Indenture shall, with respect to the Series H Notes, be kept at the office or agency that the Company may from time to time designate for such purpose (which shall initially be the Corporate Trust Office of the Trustee), and at such other place or places as the Company, with the approval of the Trustee, may hereafter designate.

SECTION 3.06. Global Securities and Certificated Securities.

General. The Series H Notes shall be issued only as registered Global Securities, without coupons, in denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof. The Series H Notes initially will be represented by one or more Rule 144A Global Notes (as defined below) and Regulation S Global Notes (as defined below) (collectively, the “Global Notes”) registered in the name of The Depository Trust Company, as Depository or its nominee, or a successor depository or its nominee.

(a) Global Securities.

(i) Form of Restricted Global Notes. The Series H Notes offered and sold in reliance on Rule 144A shall be initially represented by one or more Global Notes (the “Rule 144A Global Notes”) and will be deposited with the Trustee as custodian for the Depository and registered in the name of the Depository or its nominee. The Rule 144A Global Notes (and any notes issued in exchange for the Rule 144A Global Notes, other than Exchange Notes), including beneficial interests in the Rule 144A Global Notes, will be subject to certain restrictions on transfer set forth therein and in this Indenture.

(ii) Form of Regulation S Global Notes. The Series H Notes offered and sold in reliance on Regulation S shall be initially represented by one or more temporary Global Notes (the “Temporary Regulation S Global Notes”) and will be deposited with the Trustee as custodian for the Depository and registered in the name of the Depository or its nominee. Following the Resale Restriction

Termination Date, beneficial interests in the Regulation S Temporary Global Note will be exchanged for beneficial interests in permanent Global Notes (the “Regulation S Permanent Global Notes” and, together with the Regulation S Temporary Global Notes, the “Regulation S Global Notes”). The Regulation S Global Notes (and any notes issued in exchange for the Regulation S Global Notes, other than Exchange Notes), including beneficial interests in the Regulation S Global Notes, will be subject to certain restrictions or transfer set forth therein and in this Second Supplemental Indenture.

(iii) At any time and from time to time after the execution and delivery of this Second Supplemental Indenture, the Company may deliver Exchange Notes to be issued in exchange for any series of Rule 144A Global Notes and Regulation S Global Notes, executed by the Company for authentication, together with an Company Order for the authentication and delivery of such Exchange Notes, and the Trustee in accordance with such Company Order shall authenticate and deliver such Exchange Notes.

The Rule 144A Global Note, the Temporary Regulation S Global Note, the Regulation S Global Note are collectively referred to herein as “Global Securities”. The aggregate principal amount of the Global Securities may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depository or its nominee as hereinafter provided.

(iv) Book-Entry Provisions. This Section shall apply only to a Global Security deposited with or on behalf of the Depository. The Company shall execute and the Trustee shall, in accordance with this Section 3.06(a)(iv), authenticate and deliver initially one or more Global Securities that (a) shall be registered in the name of the Depository for such Global Security or Global Securities or the nominee of such Depository and (b) shall be delivered by the Trustee to such Depository or pursuant to such Depository’s instructions or held by the Trustee as custodian for the Depository.

Members of, or participants in, the Depository (“Agent Members”) shall have no rights under this Indenture with respect to any Global Security held on their behalf by the Depository or by the Trustee as the custodian of the Depository or under such Global Security, and the Company, the Trustee and any agent of the Company or the Trustee shall be entitled to treat the Depository as the absolute owner of such Global Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and its Agent Members, the operation of customary practices of such Depository governing the exercise of the rights of a holder of a beneficial interest in any Global Security.

To the extent a notice or other communication to the beneficial owners of the Series H Notes is required under the Indenture, unless and until Certificated Securities

shall have been issued to such owners, the Trustee shall give all such notices and communications specified herein to be given to such owners to the Depository, and shall have no obligations to such owners.

(b) Certificated Securities. Except as provided in this Section 3.06, owners of beneficial interests in Global Securities shall not be entitled to receive physical delivery of Certificated Securities (as defined below).

Global Securities representing the Series H Notes shall be exchangeable for certificated securities of such series, (“Certificated Securities”) if (i) the Depository (x) notifies the Company that it is unwilling or unable to continue as Depository for the Global Securities or (y) shall no longer be registered or in good standing under the Exchange Act, or other applicable statute or regulation, and a successor Depository for the Global Securities is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such condition. Upon surrender to the Trustee of the typewritten certificate or certificates representing the Global Securities by the Depository, accompanied by registration instructions, the Trustee shall execute and authenticate the certificates in accordance with the instructions of the Depository. Neither the Security Registrar nor the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying on, such instructions. Upon the issuance of Certificated Securities, the Trustee shall recognize the Holders of the Certificated Securities as Holders. The Certificated Securities shall be printed, lithographed or engraved or may be produced in any other manner as is reasonably acceptable to the Company, as evidenced by the execution thereof by the Company, and shall bear the legend set forth on Exhibit A-1 hereto unless the Company informs the Trustee that such legend is no longer required.

SECTION 3.07. Form of Securities.

The Global Securities and Certificated Securities shall be substantially in the form attached as Exhibit A-1 thereto.

SECTION 3.08. Transfer and Exchange.

(a) General. Subject to Section 3.01, transfers and exchanges of Securities and beneficial interests in a Global Security of the kinds specified in this Section 3.08 shall be made only in accordance with this Section 3.08.

(b) Transfer and Exchange of Global Securities.

(i) If, at any time, whether prior to or after the expiration of the holding period with respect to the Series H Notes set forth in Rule 144(d) under the Securities Act, an owner of a beneficial interest in a Rule 144A Global Note deposited with the Trustee, as custodian for the Depository, wishes to transfer its interest in such Rule 144A Global Note to a Person who is required or permitted to take delivery thereof in the form of an interest in a Regulation S Global Note, such owner shall, subject to the Applicable Procedures, exchange or cause the exchange of such interest for an equivalent beneficial interest in a Regulation S Global Note as provided in this Section 3.08(b)(i). Upon receipt by the Trustee of

(1) written instructions given in accordance with the Applicable Procedures from an Agent Member directing the Trustee to credit or cause to be credited a beneficial interest in the Regulation S Global Note in an amount equal to the beneficial interest in the applicable Rule 144A Global Note to be exchanged, (2) a written order given in accordance with the Applicable Procedures containing information regarding the participant account of the Depository and the Euroclear or Clearstream account (if applicable) to be credited with such increase and (3) a certificate substantially in the form of Exhibit B hereto given by the owner of such beneficial interest, the Trustee, as Security Registrar, shall instruct the Depository to reduce or cause to be reduced the aggregate principal amount of the applicable Rule 144A Global Note and to increase or cause to be increased the aggregate principal amount of the applicable Regulation S Global Note by the principal amount of the beneficial interest in the Rule 144A Global Note to be exchanged, to credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Regulation S Global Note equal to the reduction in the aggregate principal amount of the applicable Rule 144A Global Note, and to debit, or cause to be debited, from the account of the Person making such exchange or transfer the beneficial interest in the Rule 144A Global Note that is being exchanged or transferred.

(ii) If, at any time prior to the expiration of one year from the date of the acquisition of the Securities from the Company, an owner of a beneficial interest in a Regulation S Global Note deposited with the Trustee as custodian for the Depository wishes to transfer its interest in such Regulation S Global Note to a Person who is required or permitted to take delivery thereof in the form of an interest in a Rule 144A Global Note, such owner shall, subject to the Applicable Procedures, exchange or cause the exchange of such interest for an equivalent beneficial interest in a Rule 144A Global Note, as provided in this Section 3.08(b)(ii). Upon receipt by the Trustee of (1) written instructions given in accordance with the Applicable Procedures from an Agent Member, directing the Trustee, as Security Registrar, to credit or cause to be credited a beneficial interest in the Rule 144A Global Note equal to the beneficial interest in the Regulation S Global Note to be exchanged; (2) a written order given in accordance with the Applicable Procedures containing information regarding the participant account of the Depository to be credited with such increase; and (3) a certificate substantially in the form of Exhibit B hereto given by the owner of such beneficial interest, the Trustee, as Security Registrar, shall instruct the Depository to reduce or cause to be reduced the aggregate principal amount of such Regulation S Global Note and to increase or cause to be increased the aggregate principal amount of the applicable Rule 144A Global Note by the principal amount of the beneficial interest in the Regulation S Global Note to be exchanged, and the Trustee, as Security Registrar, shall instruct the Depository, concurrently with such reduction, to credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the applicable Rule 144A Global Note equal to the reduction in the aggregate principal amount of such Regulations S Global Note and to debit or cause to be debited from the account of

the Person making such transfer the beneficial interest in the Regulation S Global Note that is being transferred.

(iii) Beneficial interests in a Rule 144A Global Note may be transferred to a Person who takes delivery in the form of an interest in such Rule 144A Global Note without any written certification from the transferor or the transferee, but the transferee will be deemed to make the representations set forth in Exhibit B hereto.

(iv) Beneficial interests in a Regulation S Global Note may be transferred to a Person who takes delivery in the form of an interest in such Regulation S Global Note without any written certification from the transferor or the transferee; provided, however, that prior to the expiration of the Restricted Period, transfers of beneficial interests in the Regulation S Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than a distributor (as defined in Regulation S under the Securities Act)).

(c) Transfer and Exchange of Global Securities and Certificated Securities.

(i) In the event that a Global Security is exchanged for a Certificated Security as provided in this Section 3.08(c), such Certificated Security may be exchanged or transferred for one another, subject to Section 2.05 of the Original Indenture, only in accordance with such procedures as are substantially consistent with the provisions of clauses (b)(i) and (ii) of this Section 3.08 and as may be from time to time reasonably adopted by the Company.

(ii) Upon receipt by the Trustee of a Certificated Security, duly endorsed or accompanied by appropriate instruments of transfer, the Trustee shall cancel such Certificated Security and cause, or direct the Securities Custodian to cause, in accordance with the standing instructions and procedures existing of the Depository and the Securities Custodian, the aggregate principal amount of Notes represented by the Rule 144A Global Note or Regulation S Global Note, as applicable, to be increased by the aggregate principal amount of the Certificated Security to be exchanged and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Rule 144A Global Note or Regulation S Global Note, as applicable, equal to the principal amount of the Certificated Security so canceled. If no Rule 144A Global Notes or Regulation S Global Notes, as applicable, are then outstanding, the Company shall issue and the Trustee shall authenticate, upon written order of the Company in the form of an Officers' Certificate, a new Rule 144A Global Note or Regulation S Global Note, as applicable, in the appropriate principal amount.

(d) Transfer Restricted Security. Upon any sale or transfer of a Transfer Restricted Security (including any Transfer Restricted Security represented by a Global Security) pursuant to Rule 144 under the Securities Act or an effective registration statement under the Securities Act, which shall be certified to the Trustee and Security

Registrar in the form attached hereto as Exhibit B upon which each may conclusively rely:

(i) in the case of any Transfer Restricted Security represented by a Certificated Security, the Security Registrar shall permit the Holder thereof to exchange such Transfer Restricted Security for a Certificated Security that does not bear the Restricted Securities Legends set forth in Exhibits A-1 and A-2 hereto and rescind any restriction on the transfer of such Transfer Restricted Security; and

(ii) in the case of any Transfer Restricted Security represented by a Global Security, such Transfer Restricted Security shall not be required to bear the Restricted Securities Legends set forth in Exhibits A-1 and A-2 hereto if all other interests in such Global Note have been or are concurrently being sold or transferred pursuant to Rule 144 under the Securities Act or pursuant to an effective registration statement under the Securities Act.

ARTICLE IV

Covenants

SECTION 4.01. Consolidated Priority Debt.

The Company covenants that so long as any of the Series H Notes are outstanding that it will not permit Consolidated Priority Debt to exceed 10% of Consolidated Tangible Net Assets for a period in excess of five consecutive business days.

SECTION 4.02. Liens.

The Company covenants that for so long as any of the Series H Notes are outstanding that it will not create or suffer to exist or permit any of its subsidiaries to create or suffer to exist any Secured Debt, unless, at the same time, the Series H Notes that are outstanding are also secured by such Lien on an equal and ratable basis; provided, however, the foregoing does not limit:

- (a) Permitted Liens; and
- (b) Any other Lien not covered in clause (a) as long as immediately after the creation of such Lien the aggregate principal amount of Secured Debt does not exceed 10% of Consolidated Tangible Net Assets.

SECTION 4.03. Additional Information.

For so long as any Notes remain outstanding, the Company will furnish to prospective purchasers of the Series H Notes, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act for compliance with Rule 144A.

ARTICLE V

Miscellaneous Provisions

SECTION 5.01. Recitals by Company.

The recitals in this Second Supplemental Indenture are made by the Company only and not by the Trustee and the Trustee assumes no responsibility for their correctness. All of the provisions contained in the Original Indenture in respect of the rights, privileges, protections, indemnities, immunities, powers and duties of the Trustee shall be applicable in respect of the Series H Notes and of this Second Supplemental Indenture as fully and with like effect as if set forth herein in full. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture or of the Series H Notes. The Trustee shall not be accountable for the use or application by the Company of Notes or the proceeds thereof.

SECTION 5.02. Ratification and Incorporation of Original Indenture.

As supplemented hereby, the Original Indenture is in all respects ratified and confirmed, and the Original Indenture and this Second Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 5.03. Executed in Counterparts.

This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

SECTION 5.04. Legends.

Except as determined by the Company in accordance with applicable law, each Note shall bear the applicable legends relating to restrictions on transfer pursuant to the securities laws in substantially the form set forth on Exhibit A-1 hereto.

SECTION 5.05. New York Law to Govern

This Second Supplemental Indenture will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, each party hereto has caused this instrument to be signed in its name and behalf by its duly authorized signatories, all as of the day and year first above written.

AEP TRANSMISSION COMPANY, LLC

By: /s/ Lonni L. Dieck
Name: Lonni L. Dieck
Title: Treasurer

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

By: /s/ Valerie Boyd
Name: Valerie Boyd
Title: Vice President

EXHIBIT A-1
FORM OF SERIES H NOTE

[Rule 144A Global Security]
[Regulation S Global Security]
[Certificated Security]

[FORM OF FACE OF INITIAL SECURITY]

[Global Securities Legend]

THIS GLOBAL SECURITY IS HELD BY THE DEPOSITORY (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE REGISTRAR MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTIONS 2.04 AND 2.05 OF THE INDENTURE, (II) THIS GLOBAL SECURITY MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.05 OF THE INDENTURE AND (III) THIS GLOBAL SECURITY MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.08 OF THE INDENTURE.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY OR BY THE DEPOSITORY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("DTC") TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Restricted Securities Legend]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A")), OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, PURSUANT TO RULE 904 OF REGULATION S, AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE RESALE RESTRICTION TERMINATION DATE, ONLY (A) TO AEP TRANSMISSION COMPANY, LLC OR ANY OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, PURSUANT TO RULE 904 OF REGULATION S, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN EACH CASE, THE SECURITIES LAWS OF ANY OTHER JURISDICTION, INCLUDING ANY STATE OF THE UNITED STATES, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL SATISFACTORY TO EACH OF THEM AND/OR A CERTIFICATE OF TRANSFER OR EXCHANGE IN THE FORM PRESCRIBED IN THE INDENTURE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

[ERISA Legend]

BY ITS ACQUISITION AND HOLDING OF THIS SECURITY THE HOLDER THEREOF WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT EITHER (I) IT IS NOT AND WILL NOT BE FOR SO LONG AS IT HOLDS ANY SECURITY (OR INTEREST IN A SECURITY) AN EMPLOYEE BENEFIT PLAN OR ARRANGEMENT SUBJECT TO THE FIDUCIARY RESPONSIBILITY REQUIREMENT OF TITLE I OF U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS

AMENDED (“ERISA”), A “PLAN” OR ARRANGEMENT SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH EMPLOYEE BENEFIT PLAN OR PLAN’S INVESTMENT IN THE ENTITY, OR A GOVERNMENTAL, NON-U.S., CHURCH OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE (“SIMILAR LAWS”), OR (II) THE PURCHASE, HOLDING AND DISPOSITION OF THIS SECURITY WILL NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IN THE CASE OF A GOVERNMENTAL, NON-U.S., CHURCH OR OTHER PLAN, A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS.

[Temporary Regulation S Global Security Legend]

THE RIGHTS ATTACHING TO THIS REGULATION S TEMPORARY GLOBAL SECURITY, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR A REGULATION S PERMANENT GLOBAL SECURITY, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN). NEITHER THE HOLDER NOR THE BENEFICIAL OWNERS OF THIS REGULATION S TEMPORARY GLOBAL SECURITY SHALL BE ENTITLED TO RECEIVE PAYMENT OF INTEREST HEREON.

[Certificated Securities Legend]

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE TRUSTEE AND SECURITY REGISTRAR SUCH CERTIFICATES AND OTHER INFORMATION AS THE TRUSTEE AND SECURITY REGISTRAR MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

AEP TRANSMISSION COMPANY, LLC
3.75% Senior Notes, Series H due 2047

CUSIP: [#####/144A]
[#####/Reg. S]

Original Issue Date: September 28, 2017

ISIN: [#####/144A]
[#####/Reg. S]

Stated Maturity: December 1, 2047 Interest Rate: 3.75%
Principal Amount: \$XXX,000,000
Redeemable: Yes X No
In Whole: Yes X No
In Part: Yes X No

AEP TRANSMISSION COMPANY, 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 under the Indenture hereinafter referred to), for value received, hereby promises to pay to [_____] or registered assigns, the principal sum of [_____] MILLION DOLLARS (\$XXX,000,000) on the Stated Maturity specified above (or upon earlier redemption); and to pay interest on said Principal Amount from the Original Issue Date specified above or from the most recent interest payment date (each such date, an “Interest Payment Date”) to which interest has been paid or duly provided for, semi-annually in arrears on June 1 and December 1 in each year, commencing on June 1, 2018, at the Interest Rate per annum specified above, until the Principal Amount shall have been paid or duly provided for. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date, as provided in the Indenture, as hereinafter defined, shall be paid to the Person in whose name this Note (or one or more Predecessor Securities) 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 May 15 or November 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date, provided that interest payable on the Stated Maturity or any redemption date shall be paid to the Person to whom principal is paid. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and shall be paid as provided in said Indenture.

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, except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, with the same force and effect as if made on

such date. The principal of (and premium, if any) and the interest on this Note shall be payable at the office or agency of the Company may from time to time designate for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for payment of public and private debts; provided, however, that payment of interest (other than interest payable on Stated Maturity or any redemption date) may be made at the option of the Company by check mailed to the registered Holder at such address as shall appear in the Security Register.

This Note is one of a duly authorized series of Senior Notes of the Company (herein sometimes referred to as the "Notes"), specified in the Indenture, all issued or to be issued in one or more series under and pursuant to an Indenture dated as of November 1, 2016 duly executed and delivered between the Company and The Bank of New York Mellon Trust Company, N.A., a national banking association, duly organized and existing under the laws of the United States, as Trustee (herein referred to as the "Trustee") (such Indenture, as originally executed and delivered and as thereafter supplemented and amended being hereinafter referred to as the "Indenture"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the holder of this Note. This Note is one of the series of Notes designated on the face hereof as 3.75% Senior Notes, Series H due 2047 initially issued in the aggregate principal amount of \$500,000,000.

At any time prior to June 1, 2047, this Note shall be redeemable at the option of the Company, in whole at any time or in part, from time to time, upon not less than thirty but not more than sixty days' previous notice given to the registered owners of this Note at a redemption price equal to the greater of (i) 100% of the principal amount of this Note being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the this Note being redeemed that would be due if this Note matured on June 1, 2047 (excluding the portion of any such interest accrued to the date of redemption) discounted (for purposes of determining present value) to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 15 basis points, plus, accrued interest thereon to the date of redemption.

At any time on or after June 1, 2047, this Note shall be redeemable at the option of the Company, in whole or in part, at 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to but excluding the date of redemption.

"Comparable Treasury Issue," means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term ("remaining life") of this Note (assuming, for this purpose, that this Note matured on June 1, 2047) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining life of this Note.

"Comparable Treasury Price," means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer

Quotations, or (2) if the Company obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all such quotations.

“Independent Investment Banker” means one of the Reference Treasury Dealers appointed by the Company and notified by the Company to the Trustee.

“Reference Treasury Dealer” means a primary U.S. Government securities dealer or dealers selected by the Company and notified by the Company to the Trustee.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Company and notified to the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company and the Trustee by such Reference Treasury Dealer at or before 3:30 p.m., New York City time, on the third Business Day preceding such redemption date.

“Treasury Rate” means, with respect to any redemption, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

The Company shall not be required to (i) issue, exchange or register the transfer of this Note during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of less than all the outstanding Notes of this series and ending at the close of business on the day such notice is given, nor (ii) register the transfer of or exchange of any Notes of this series or portions thereof called for redemption. This Note is exchangeable for Notes in certificated registered form only under certain limited circumstances set forth in the Indenture.

In the event of redemption of this Note in part only, a new Note or Notes of this series, of like tenor, for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the surrender of this Note.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of all of the Notes 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 Indenture contains provisions for defeasance at any time of the entire indebtedness of this Note upon compliance by the Company with certain conditions set forth therein. This Note will not have a sinking fund.

As described in the supplemental indenture relating to the Notes, so long as this Note is outstanding, the Company is subject to covenants described in Article IV of the Second Supplemental Indenture.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Notes of each series affected at the time outstanding, as defined in the Indenture, to execute supplemental indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or of modifying in any manner the rights of the Holders of the Notes; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any Notes of any series, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, or reduce the amount of the principal of a Note that would be due and payable upon a declaration of acceleration of the maturity thereof pursuant to the Indenture, without the consent of the Holder of each Note then outstanding and affected; (ii) reduce the aforesaid percentage of Notes, the Holders of which are required to consent to any such supplemental indenture, or reduce the percentage of Notes, the Holders of which are required to waive any default and its consequences, without the consent of the Holder of each Note then outstanding and affected thereby; or (iii) modify any provision of Section 6.01(c) of the Indenture (except to increase the percentage of principal amount of securities required to rescind and annul any declaration of amounts due and payable under the Notes), without the consent of the Holder of each Note then outstanding and affected thereby. The Indenture also contains provisions permitting the Holders of a majority in aggregate principal amount of the Notes of all series at the time outstanding affected thereby, on behalf of the Holders of the Notes of such series, to waive any past default in the performance of any of the covenants contained in the Indenture, or established pursuant to the Indenture with respect to such series, and its consequences, except a default in the payment of the principal of or premium, if any, or interest on any of the Notes of such series. Any such consent or waiver by the registered Holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and of any Note issued in exchange herefor or in place hereof (whether by registration or transfer or otherwise), irrespective of whether or not any notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and premium, if any, and interest on this Note at the time and place and at the rate and in the money herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, this Note is transferable by the registered Holder hereof on the Security Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company as may be designated by the Company accompanied by a written instrument or instruments of transfer in form satisfactory to the Company or the Trustee duly executed by the registered Holder hereof or his or her attorney duly authorized in writing, and thereupon one or more new Notes of authorized denominations and for the same aggregate principal amount and series will be issued to the designated transferee or transferees. No service charge will be made for any such transfer, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in relation thereto.

Prior to due presentment for registration of transfer of this Note, the Company, the Trustee, any paying agent and any Security Registrar may deem and treat the registered Holder hereof as the absolute owner hereof (whether or not this Note shall be overdue and notwithstanding any notice of ownership or writing hereon made by anyone other than the Note Registrar) for the purpose of receiving payment of or on account of the principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any Security Registrar shall be affected by any notice to the contrary.

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, or based on or in respect of the Indenture, 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 hereof and as part of the consideration for the issuance hereof, expressly released waived and released.

The Notes of this series are issuable only in registered form without coupons in minimum denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations, Notes of this series are exchangeable for a like aggregate principal amount of Notes of this series of a different authorized denomination, as requested by the Holder surrendering the same.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

This Note shall not be entitled to any benefit under the Indenture hereinafter referred to, be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by or on behalf of the Trustee.

This Note will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, the Company has caused this Instrument to be executed.

AEP TRANSMISSION COMPANY, LLC

By: _____

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned Indenture.

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

Date: _____ By: _____
Authorized Signatory

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM-	as tenants in common	UNIF GIFT MIN ACT-	_____ Custodian _____ (Cust) (Minor)
TEN ENT-	as tenants by the entireties		
JT TEN-	As joint tenants with right of survivorship and not as tenants in common		under Uniform Gifts to Minors Act _____ (State)

Additional abbreviations may also be used though not on the above list.

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 OF ASSIGNEE

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

_____ agent to transfer said Note 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.

In connection with any transfer of the Note evidenced by this certificate, the undersigned confirms that such Note is being:

CHECK ONE BOX BELOW

- (1) exchanged for the undersigned's own account without transfer; or
- (2) transferred to a person whom the undersigned reasonably believes to be a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933 who is purchasing this Note for such buyer's own account or the account of a "qualified institutional buyer" in a transaction meeting the requirements of Rule 144A under the Securities Act of 1933 and any applicable securities laws of any state of the United States or any other jurisdiction; or
- (3) exchanged or transferred pursuant to and in compliance with Rule 903 or 904 of Regulation S under the Securities Act of 1933; or
- (4) transferred to the Company or an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company; or; or
- (5) transferred pursuant to another available exemption from the registration requirements of the Securities Act of 1933.

Unless one of the boxes is checked, the Trustee will refuse to register any of this Note evidenced by this certificate in the name of any person other than the registered Holder thereof; provided, however, that if box (3), (4) or (5) is checked, the Company may require, prior to registering any such transfer of this Note, such legal opinions, certifications and other information as the Company has reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933, such as the exemption provided by Rule 144 under such Act; provided, further, that if box (2) is checked, the transferee must also certify that it is a qualified institutional buyer as defined in Rule 144A.

Signature

SIGNATURE GUARANTEE

Date: _____

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

TO BE COMPLETED BY PURCHASER IF (2) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act of 1933, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned’s foregoing representations in order to claim the exemption from registration provided by Rule 144A.

SIGNATURE GUARANTEE

Date: _____

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

NOTICE: To be executed by an executive officer.

SCHEDULE A

The initial aggregate principal amount of the Note evidenced by the Certificate to which this Schedule is attached is \$_____. The notations on the following table evidence decreases and increases in the aggregate principal amount of the Note evidenced by such Certificate.

Decrease in Principal Amount of the Note	Increase in Principal Amount of the Note	Principal Amount of the Note Remaining After Such Decrease or Increase	Notation by Security Registrar
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EXHIBIT B

FORM OF TRANSFER CERTIFICATE

In connection with any transfer of any of the Series H Notes evidenced by this certificate, the undersigned confirms that such Series H Notes are being:

CHECK ONE BOX BELOW

- (1) exchanged for the undersigned's own account without transfer; or
- (2) transferred to a person whom the undersigned reasonably believes to be a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933 who is purchasing such Series H Notes for such buyer's own account or the account of a "qualified institutional buyer" in a transaction meeting the requirements of Rule 144A under the Securities Act of 1933 and any applicable securities laws of any state of the United States or any other jurisdiction; or
- (3) exchanged or transferred pursuant to and in compliance with Rule 903 or 904 of Regulation S under the Securities Act of 1933; or
- (4) transferred to the Company or an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company; or; or
- (5) transferred pursuant to another available exemption from the registration requirements of the Securities Act of 1933.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Series H Notes evidenced by this certificate in the name of any person other than the registered Holder thereof; provided, however, that if box (3) or (4) is checked, the Company may require, prior to registering any such transfer of the Series H Notes, such legal opinions, certifications and other information as the Company has reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933, such as the exemption provided by Rule 144 under such Act; provided, further, that if box (2) is checked, the transferee must also certify that it is a qualified institutional buyer as defined in Rule 144A.

Signature

Date: _____

SIGNATURE GUARANTEE

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

TO BE COMPLETED BY PURCHASER IF (2) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Series H Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act of 1933, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned’s foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Date: _____
SIGNATURE GUARANTEE

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

NOTICE: To be executed by an executive officer.

Ex. B- 2

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

September 28, 2017

Ladies and Gentlemen:

The undersigned, Thomas G. Berkemeyer, counsel for AEP Transmission Company, LLC (the “Company”), delivers this opinion in accordance with Sections 2.04, 9.05 and 13.05 of the Indenture, dated as of November 1, 2016, (the “Original Indenture”), from the Company to The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”) as supplemented by the First Supplemental Indenture dated as of November 21, 2016 (the “First Supplemental Indenture”), in connection with the execution and delivery of the Second Supplemental Indenture, dated as of September 28, 2017 (the “Second Supplemental Indenture”) and, together with the First Supplemental Indenture and the Original Indenture, the “Indenture”) between the Company and the Trustee and the issuance by the Company of an additional \$125,000,000 principal amount of 3.10% Senior Notes, Series D due 2026 (a reopening of the 3.10% Senior Notes, Series D due 2026, \$300,000,000 of which was issued on November 21, 2016 pursuant to the First Supplemental Indenture, for a total aggregate principal amount of \$425,000,000) and \$500,000,000 principal amount of 3.75% Senior Notes, Series H due 2047 (collectively, the “Senior Notes”) under the Indenture and pursuant to the Company Orders and Officers’ Certificates, of even date herewith (the “Company Orders”) pursuant to Sections 2.01 and 2.04 of the Original Indenture and the Board Resolutions referred to in such Company Orders. 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 Senior Notes has been duly authorized by the Company and has been established in conformity with the provisions of the Original Indenture;
 - (b) the terms of the Senior Notes have been duly authorized by the Company and have been established in conformity with the provisions of the Original Indenture; and
 - (c) the Senior Notes, when authenticated and delivered by the Trustee in accordance with the Indenture and the aforesaid Company Orders and the Board Resolutions referred to therein, and executed and delivered by the Company as contemplated by and in accordance with the Indenture and such Company Orders, will have been duly issued under the Indenture and will constitute valid and legally binding
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obligations of the Company, entitled to the benefits provided by the Indenture and enforceable against the Company in accordance with their terms, subject 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 execution and delivery of the Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture are authorized and permitted by, and the First Supplemental Indenture and the Second Supplemental Indenture conform to, the terms of Article Nine of the Original Indenture and it is proper for the Trustee under the provisions of such Article Nine to join in the execution of the Second Supplemental Indenture; and
- (e) the Indenture, when executed and delivered by the Trustee, constitutes valid and legally binding obligations of the Company, enforceable against the Company and in accordance with its terms.

In rendering the opinions set forth in paragraphs (a), (b), (c), (d) and (e) 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 am a member of the bar of the State of New York and my opinion is limited to the laws of that state.

In accordance with Section 13.06 of the Original Indenture and in connection with the execution and delivery of the First Supplemental Indenture and the delivery of the Company Orders, of even date herewith, for the authentication and delivery, pursuant to Sections 2.01 and 2.04 of the Original Indenture, of the Senior Notes, I advise you as follows:

- (1) I have read the covenants and conditions contained in the Original Indenture with respect to the execution and delivery of the First Supplemental Indenture and the Second Supplemental Indenture and the covenants and conditions contained in
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the Indenture with respect to the authentication and delivery of the Senior Notes, and the definitions in the Original Indenture and the Indenture as applicable relating thereto;

(2) I have read (i) the Company Orders and (ii) the Board Resolutions referred to therein;

(3) I have conferred with officers of the Company, have examined such records of the Company and have made such other investigation as I deemed relevant for purposes of this opinion; and

(4) In my opinion, I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not the covenants and conditions referred to in (1) above have been complied with.

I am of the opinion that all conditions contained in the Original Indenture (including any covenants compliance with which constitutes a condition precedent) with respect to the execution and delivery of the First Supplemental Indenture and the Second Supplemental Indenture and all covenants and conditions contained in the Indenture (including any covenants compliance with which constitutes a condition precedent) with respect to the authentication and delivery of the Senior Notes provided for in the Indenture have been complied with.

WITNESS my hand as of this 28th day of September, 2017.

/s/ Thomas G. Berkemeyer
Thomas G. Berkemeyer
Counsel