

Before
THE PUBLIC UTILITIES COMMISSION OF OHIO

.....
In the Matter of the application of :
AEP OHIO TRANSMISSION COMPANY, INC. : Case No. 18-____-EL-AIS
for authority to issue short-term notes and other :
evidences of indebtedness :
.....

APPLICATION

Applicant AEP Ohio Transmission Company, Inc. (OHTCo), respectfully requests authority to participate in the AEP System Utility Money Pool, and to make short-term borrowings of up to \$250,000,000 from the Money Pool from time to time, through December 31, 2019. Alternatively, OHTCo requests authority to make short-term borrowings ("Intercompany Borrowings") from American Electric Power Company, Inc. ("AEP"), AEP Transmission Holding Company, LLC ("AEP Holdco") or AEP Transmission Company, LLC ("AEP Transmission"), provided that the aggregate amount of Money Pool borrowings and Intercompany Borrowings will not exceed \$250,000,000.

In support of its Application, OHTCo states as follows:

FIRST: Applicant is an Ohio corporation engaged in the business of supplying electric transmission service to consumers within the state of Ohio, and is a public utility as defined by Sections 4905.03(A)(3) and 4905.02, Ohio Revised Code.

SECOND: Applicant is a subsidiary of AEP Transmission, which is in turn owned by AEP Holdco, a wholly-owned subsidiary of AEP.

THIRD: As of August 15, 2018, Applicant had outstanding \$1,094,100,000 of long-term debt and \$89,604,789 of short-term Money Pool borrowings, all of which notes were issued pursuant to former orders of your Honorable Commission.

FOURTH: Attached hereto as Exhibit A are unaudited financial statements, including a balance sheet and statements of income and retained earnings of the Applicant as of June 30, 2018.

FIFTH: Applicant hereby requests authorization to continue to participate in the AEP System Utility Money Pool ("Money Pool")¹ as set forth in this Application and to make short-term borrowings up to \$250,000,000 from the Money Pool from time to time through December 31, 2019. OHTCo also may continue to make short-term Intercompany Borrowings from AEP, AEP Holdco or AEP Transmission, provided that the aggregate amount of Money Pool borrowings and short-term Intercompany Borrowings will not exceed \$250,000,000. Applicant asks that the authority granted by the Commission in this Case supersede the short-term borrowing authority granted by the Commission in Case No. 17-2092-EL-AIS.

A. Background and Request.

In Case No. 17-2092-EL-AIS, this Commission authorized Applicant to participate in the Money Pool and to make short-term borrowing up to \$250,000,000 from the Money Pool and make Intercompany Borrowings from time to time through December 31, 2018.

Each Participant, other than AEP and AEP Funding, makes unsecured short-term borrowings from the Money Pool and contributes surplus funds to the Money Pool. AEP and Utility Funding may only contribute funds to the Money Pool and are not authorized to borrow funds from the Money Pool. American Electric Power Service Corporation ("AEPSC") acts as

¹ In addition to Applicant, the following companies are parties to the Money Pool: AEP Appalachian Transmission Company, Inc., AEP Generating Company, AEP Indiana Michigan Transmission Company, Inc., AEP Kentucky Transmission Company, Inc., AEP Oklahoma Transmission Company, Inc., AEP Texas Inc., AEP West Virginia Transmission Company, Inc., Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Public Service Company of Oklahoma, Southwestern Electric Power Company, Wheeling Power Company, Blackhawk Coal Company, Cedar Coal Company, Central Appalachian Coal Company, Central Coal Company, Dolet Hills Lignite Company LLC and Southern Appalachian Coal Company (the "Participants"), American Electric Power Company, Inc. ("AEP") and AEP Utility Funding, LLC ("Utility Funding").

administrative agent of the Money Pool. A copy of the AEP System Utility Money Pool Agreement, as amended, is attached hereto as Exhibit B.

B. Current Operations.

All short-term borrowing needs of the Participants are met by funds in the Money Pool to the extent such funds are available. Applicant has the right to borrow from the Money Pool from time to time, subject to the availability of funds; provided, however, that the aggregate amount of all loans requested by Applicant shall not exceed the proposed short-term borrowing limit authorized by the Commission. Applicant is not obligated to borrow from the Money Pool if lower cost funds can be obtained from its own borrowing. While AEP and AEP Funding do not borrow funds from the Money Pool or any Participant, AEP and AEP Funding do contribute funds to the Money Pool.

Each Participant and AEPSC determine the amount of funds it has available for contribution to the Money Pool. The determination of whether a Participant at any time has surplus funds, or should lend such funds to the Money Pool, is made by such Participant's treasurer, any assistant treasurer, or by a designee thereof, on the basis of cash flow projections and other relevant factors, in such Participant's sole discretion. Each Participant may withdraw any of its funds at any time upon notice to AEPSC.

C. Sources of Funds.

The Money Pool includes from time to time funds from the following sources: (i) surplus funds of any of the Participants; (ii) surplus funds of AEP; (iii) short-term borrowings by AEP. All debt issued in connection with the Money Pool is unsecured.

AEPSC administers the Money Pool by matching up, to the extent possible, short-term cash surpluses and loan requirements of the various Participants. Participants' requests for short-term loans are met first from surplus funds of other Participants which are available to the Money Pool.

To the extent that Participant contributions of surplus funds to the Money Pool are insufficient to meet Participant requests for short-term loans, AEP may contribute surplus corporate funds to the extent available or any borrowings it makes from external sources. Funds which are loaned from Participants into the Money Pool which are not required to satisfy borrowing needs of other Participants are invested on the behalf of the Money Pool in one or more short-term instruments.

Funds provided by Applicant to the Money Pool should only be loaned to those Money Pool Participants (i) who are regulated public utilities or such utilities' subsidiaries or (ii) who have, or whose direct parent company has, investment grade or higher credit ratings from at least one nationally recognized rating agency or, in the absence of such rating, an investment grade or higher corporate credit rating from at least one such agency. As of the date of this application, the Applicant's parent company, AEP Transmission, is rated "A2" by Moody's Investors Services, Inc., "A-" by Standard & Poor's Ratings Services, and "A-" by Fitch Ratings, Inc.

D. Use of Proceeds.

The Money Pool makes funds available to Participants for the interim financing of their capital expenditure programs and their other working capital needs and to repay previous borrowings incurred for such purposes. External borrowings will not be made unless there are no surplus funds in the treasuries of the Participants sufficient to meet borrowing needs. Each Participant borrows pro rata from each funding source in the same proportion that the amount of funds provided by that funding source bears to the total amount of short-term funds available to the Money Pool.

E. Interest Rate.

The interest rate applicable on any day to then outstanding loans through the Money Pool is the composite weighted average daily effective cost incurred by AEP for short-term borrowings from external sources for the Money Pool. If there are no borrowings outstanding

then the rate is the certificate of deposit yield equivalent of the 30-day Federal Reserve "A2/P2" Non Financial Commercial Paper Composite Rate ("Composite"), or if no composite is established for that day then the applicable rate is the Composite for the next preceding day for which the Composite is established. The interest rates of any Intercompany Borrowings, whether from AEP, AEP Holdco, or AEP Transmission, as the case may be, will duplicate the cost of short-term borrowings of the Participants in the Money Pool.

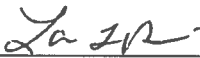
Each Participant receiving a loan must repay the principal amount of such loan, together with all interest accrued thereon, on demand and in any event not later than the then-effective expiration date of the authorization for the operation of the Money Pool. All loans made through the Money Pool may be prepaid by the borrower without premium or penalty. If the Money Pool is in an invested position, interest income related to external investments is calculated daily and allocated back to Participants on the basis of their relative contribution to the investment pool funds on that date.

* * *

WHEREFORE: Applicant requests authority to continue to participate in the AEP System Utility Money Pool as set forth in this Application and to make short-term borrowings from the Money Pool from time to time and to make Intercompany Borrowings, provided that the aggregate amount of Money Pool borrowings and Intercompany Borrowings will not exceed \$250,000,000, all as proposed and described in this Application. Applicant further requests all other and further relief necessary and appropriate.

Respectfully submitted this 23rd day of August, 2018.

AEP OHIO TRANSMISSION COMPANY, INC.

By 
Lonni Dieck
Treasurer

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for Franklin County in the State of Ohio, personally appeared Lonni L. Dieck, Treasurer of AEP Ohio Transmission Company, the Applicant in the foregoing application, and she being duly sworn says that the facts and allegations herein contained are true to the best of her knowledge and belief.



Notary Public
My Commission does not expire

Dated: August 23, 2018



David C. House, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

EXHIBIT A

Financial Statements of Applicant as of June 30, 2018

EXHIBIT B

AEP System Utility Money Pool Agreement

Name of Respondent	This Report Is:	Date of Report (Mo, Da, Yr)	Year/Period of Report
AEP Ohio Transmission Company, Inc.	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	/ /	End of 2018/Q2

COMPARATIVE BALANCE SHEET (ASSETS AND OTHER DEBITS)

Line No.	Title of Account (a)	Ref. Page No. (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
1	UTILITY PLANT			
2	Utility Plant (101-106, 114)	200-201	2,531,211,431	2,301,766,920
3	Construction Work in Progress (107)	200-201	635,585,032	608,057,035
4	TOTAL Utility Plant (Enter Total of lines 2 and 3)		3,166,796,463	2,909,823,955
5	(Less) Accum. Prov. for Depr. Amort. Depl. (108, 110, 111, 115)	200-201	153,465,266	126,425,176
6	Net Utility Plant (Enter Total of line 4 less 5)		3,013,331,197	2,783,398,779
7	Nuclear Fuel in Process of Ref., Conv., Enrich., and Fab. (120.1)	202-203	0	0
8	Nuclear Fuel Materials and Assemblies-Stock Account (120.2)		0	0
9	Nuclear Fuel Assemblies in Reactor (120.3)		0	0
10	Spent Nuclear Fuel (120.4)		0	0
11	Nuclear Fuel Under Capital Leases (120.6)		0	0
12	(Less) Accum. Prov. for Amort. of Nucl. Fuel Assemblies (120.5)	202-203	0	0
13	Net Nuclear Fuel (Enter Total of lines 7-11 less 12)		0	0
14	Net Utility Plant (Enter Total of lines 6 and 13)		3,013,331,197	2,783,398,779
15	Utility Plant Adjustments (116)		0	0
16	Gas Stored Underground - Noncurrent (117)		0	0
17	OTHER PROPERTY AND INVESTMENTS			
18	Nonutility Property (121)		0	0
19	(Less) Accum. Prov. for Depr. and Amort. (122)		0	0
20	Investments in Associated Companies (123)		0	0
21	Investment in Subsidiary Companies (123.1)	224-225	0	0
22	(For Cost of Account 123.1, See Footnote Page 224, line 42)			
23	Noncurrent Portion of Allowances	228-229	0	0
24	Other Investments (124)		502,846	502,846
25	Sinking Funds (125)		0	0
26	Depreciation Fund (126)		0	0
27	Amortization Fund - Federal (127)		0	0
28	Other Special Funds (128)		0	0
29	Special Funds (Non Major Only) (129)		0	0
30	Long-Term Portion of Derivative Assets (175)		0	0
31	Long-Term Portion of Derivative Assets – Hedges (176)		0	0
32	TOTAL Other Property and Investments (Lines 18-21 and 23-31)		502,846	502,846
33	CURRENT AND ACCRUED ASSETS			
34	Cash and Working Funds (Non-major Only) (130)		0	0
35	Cash (131)		0	0
36	Special Deposits (132-134)		0	0
37	Working Fund (135)		0	0
38	Temporary Cash Investments (136)		0	0
39	Notes Receivable (141)		0	0
40	Customer Accounts Receivable (142)		7,120,061	7,930,146
41	Other Accounts Receivable (143)		0	171,834
42	(Less) Accum. Prov. for Uncollectible Acct.-Credit (144)		0	0
43	Notes Receivable from Associated Companies (145)		0	40,216,592
44	Accounts Receivable from Assoc. Companies (146)		49,208,342	57,070,284
45	Fuel Stock (151)	227	0	0
46	Fuel Stock Expenses Undistributed (152)	227	0	0
47	Residuals (Elec) and Extracted Products (153)	227	0	0
48	Plant Materials and Operating Supplies (154)	227	6,295,889	6,253,449
49	Merchandise (155)	227	0	0
50	Other Materials and Supplies (156)	227	0	0
51	Nuclear Materials Held for Sale (157)	202-203/227	0	0
52	Allowances (158.1 and 158.2)	228-229	0	0

Line No.	Title of Account (a)	Ref. Page No. (b)	Current Year End of Quarter/Year Balance (c)	Prior Year End Balance 12/31 (d)
1	PROPRIETARY CAPITAL			
2	Common Stock Issued (201)	250-251	0	0
3	Preferred Stock Issued (204)	250-251	0	0
4	Capital Stock Subscribed (202, 205)		0	0
5	Stock Liability for Conversion (203, 206)		0	0
6	Premium on Capital Stock (207)		0	0
7	Other Paid-In Capital (208-211)	253	859,500,000	694,000,000
8	Installments Received on Capital Stock (212)	252	0	0
9	(Less) Discount on Capital Stock (213)	254	0	0
10	(Less) Capital Stock Expense (214)	254b	0	0
11	Retained Earnings (215, 215.1, 216)	118-119	469,842,501	406,135,399
12	Unappropriated Undistributed Subsidiary Earnings (216.1)	118-119	0	0
13	(Less) Reaquired Capital Stock (217)	250-251	0	0
14	Noncorporate Proprietorship (Non-major only) (218)		0	0
15	Accumulated Other Comprehensive Income (219)	122(a)(b)	0	0
16	Total Proprietary Capital (lines 2 through 15)		1,329,342,501	1,100,135,399
17	LONG-TERM DEBT			
18	Bonds (221)	256-257	0	0
19	(Less) Reaquired Bonds (222)	256-257	0	0
20	Advances from Associated Companies (223)	256-257	1,094,100,000	1,094,100,000
21	Other Long-Term Debt (224)	256-257	0	0
22	Unamortized Premium on Long-Term Debt (225)		359,046	380,376
23	(Less) Unamortized Discount on Long-Term Debt-Debit (226)		2,873,963	2,929,999
24	Total Long-Term Debt (lines 18 through 23)		1,091,585,083	1,091,550,377
25	OTHER NONCURRENT LIABILITIES			
26	Obligations Under Capital Leases - Noncurrent (227)		0	0
27	Accumulated Provision for Property Insurance (228.1)		0	0
28	Accumulated Provision for Injuries and Damages (228.2)		0	0
29	Accumulated Provision for Pensions and Benefits (228.3)		0	0
30	Accumulated Miscellaneous Operating Provisions (228.4)		0	0
31	Accumulated Provision for Rate Refunds (229)		1,261,231	14,539,556
32	Long-Term Portion of Derivative Instrument Liabilities		0	0
33	Long-Term Portion of Derivative Instrument Liabilities - Hedges		0	0
34	Asset Retirement Obligations (230)		0	0
35	Total Other Noncurrent Liabilities (lines 26 through 34)		1,261,231	14,539,556
36	CURRENT AND ACCRUED LIABILITIES			
37	Notes Payable (231)		0	0
38	Accounts Payable (232)		90,706,715	169,523,660
39	Notes Payable to Associated Companies (233)		18,889,666	0
40	Accounts Payable to Associated Companies (234)		19,283,223	19,589,844
41	Customer Deposits (235)		0	0
42	Taxes Accrued (236)	262-263	145,662,200	196,429,974
43	Interest Accrued (237)		0	0
44	Dividends Declared (238)		0	0
45	Matured Long-Term Debt (239)		0	0

STATEMENT OF INCOME FOR THE YEAR (Continued)

9. Use page 122 for important notes regarding the statement of income for any account thereof.

10. Give concise explanations concerning unsettled rate proceedings where a contingency exists such that refunds of a material amount may need to be made to the utility's customers or which may result in material refund to the utility with respect to power or gas purchases. State for each year effected the gross revenues or costs to which the contingency relates and the tax effects together with an explanation of the major factors which affect the rights of the utility to retain such revenues or recover amounts paid with respect to power or gas purchases.

11 Give concise explanations concerning significant amounts of any refunds made or received during the year resulting from settlement of any rate proceeding affecting revenues received or costs incurred for power or gas purchases, and a summary of the adjustments made to balance sheet, income, and expense accounts.

12. If any notes appearing in the report to stokholders are applicable to the Statement of Income, such notes may be included at page 122.

13. Enter on page 122 a concise explanation of only those changes in accounting methods made during the year which had an effect on net income, including the basis of allocations and apportionments from those used in the preceding year. Also, give the appropriate dollar effect of such changes.

14. Explain in a footnote if the previous year's/quarter's figures are different from that reported in prior reports.

15. If the columns are insufficient for reporting additional utility departments, supply the appropriate account titles report the information in a footnote to this schedule.

ELECTRIC UTILITY		GAS UTILITY		OTHER UTILITY		Line No.
Current Year to Date (in dollars) (g)	Previous Year to Date (in dollars) (h)	Current Year to Date (in dollars) (i)	Previous Year to Date (in dollars) (j)	Current Year to Date (in dollars) (k)	Previous Year to Date (in dollars) (l)	
						1
181,228,544	214,292,003					2
						3
14,586,154	9,405,717					4
1,905,616	2,479,372					5
25,742,413	20,066,930					6
						7
2,023,514	1,305,400					8
						9
						10
						11
						12
						13
55,402,270	46,033,638					14
-6,454,602	6,479,327					15
1,542	2,722					16
214,494,020	42,702,328					17
193,244,248	6,615,232					18
						19
						20
						21
						22
						23
						24
114,456,679	121,860,202					25
66,771,865	92,431,801					26

Name of Respondent AEP Ohio Transmission Company, Inc.		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) / /		Year/Period of Report End of 2018/Q2	
STATEMENT OF INCOME FOR THE YEAR (continued)							
Line No.	Title of Account (a)	(Ref.) Page No. (b)	TOTAL		Current 3 Months Ended Quarterly Only No 4th Quarter (e)	Prior 3 Months Ended Quarterly Only No 4th Quarter (f)	
			Current Year (c)	Previous Year (d)			
27	Net Utility Operating Income (Carried forward from page 114)		66,771,865	92,431,801	26,111,994	61,537,507	
28	Other Income and Deductions						
29	Other Income						
30	Nonutility Operating Income						
31	Revenues From Merchandising, Jobbing and Contract Work (415)						
32	(Less) Costs and Exp. of Merchandising, Job. & Contract Work (416)						
33	Revenues From Nonutility Operations (417)						
34	(Less) Expenses of Nonutility Operations (417.1)						
35	Nonoperating Rental Income (418)						
36	Equity in Earnings of Subsidiary Companies (418.1)	119					
37	Interest and Dividend Income (419)		17,878	11,918	-27	27	
38	Allowance for Other Funds Used During Construction (419.1)		13,785,213	9,179,702	7,176,167	4,925,162	
39	Miscellaneous Nonoperating Income (421)		62,302	107,691	351	34,938	
40	Gain on Disposition of Property (421.1)						
41	TOTAL Other Income (Enter Total of lines 31 thru 40)		13,865,393	9,299,311	7,176,491	4,960,127	
42	Other Income Deductions						
43	Loss on Disposition of Property (421.2)			4,915		4,915	
44	Miscellaneous Amortization (425)						
45	Donations (426.1)		12,567	7,804	1,580	1,905	
46	Life Insurance (426.2)						
47	Penalties (426.3)		178		-30		
48	Exp. for Certain Civic, Political & Related Activities (426.4)		109,589	77,321	52,537	40,615	
49	Other Deductions (426.5)		46,916	6,732	6,020	3,963	
50	TOTAL Other Income Deductions (Total of lines 43 thru 49)		169,250	96,772	60,107	51,398	
51	Taxes Applicable to Other Income and Deductions						
52	Taxes Other Than Income Taxes (408.2)	262-263					
53	Income Taxes-Federal (409.2)	262-263	-219,943	-662,552	-113,194	-4,799	
54	Income Taxes-Other (409.2)	262-263	-1,542	-2,722	-794	-2,722	
55	Provision for Deferred Inc. Taxes (410.2)	234, 272-277	471,038	671,498	100,800		
56	(Less) Provision for Deferred Income Taxes-Cr. (411.2)	234, 272-277	269,438				
57	Investment Tax Credit Adj.-Net (411.5)						
58	(Less) Investment Tax Credits (420)						
59	TOTAL Taxes on Other Income and Deductions (Total of lines 52-58)		-19,885	6,224	-13,188	-7,521	
60	Net Other Income and Deductions (Total of lines 41, 50, 59)		13,716,028	9,196,315	7,129,572	4,916,250	
61	Interest Charges						
62	Interest on Long-Term Debt (427)						
63	Amort. of Debt Disc. and Expense (428)		308,652	194,778	154,611	98,336	
64	Amortization of Loss on Reacquired Debt (428.1)			48,526		24,263	
65	(Less) Amort. of Premium on Debt-Credit (429)		21,329		10,664		
66	(Less) Amortization of Gain on Reacquired Debt-Credit (429.1)						
67	Interest on Debt to Assoc. Companies (430)		22,236,792	17,421,356	11,239,258	8,790,114	
68	Other Interest Expense (431)		-178,279	321,701	52,397	183,422	
69	(Less) Allowance for Borrowed Funds Used During Construction-Cr. (432)		5,565,045	3,577,003	3,040,290	1,895,427	
70	Net Interest Charges (Total of lines 62 thru 69)		16,780,791	14,409,358	8,395,312	7,200,708	
71	Income Before Extraordinary Items (Total of lines 27, 60 and 70)		63,707,102	87,218,758	24,846,254	59,253,049	
72	Extraordinary Items						
73	Extraordinary Income (434)						
74	(Less) Extraordinary Deductions (435)						
75	Net Extraordinary Items (Total of line 73 less line 74)						
76	Income Taxes-Federal and Other (409.3)	262-263					
77	Extraordinary Items After Taxes (line 75 less line 76)						
78	Net Income (Total of line 71 and 77)		63,707,102	87,218,758	24,846,254	59,253,049	

A E B Y S T A N D E A N R E S T A T E D
U T I M O N E Y O O A G R E E M E N T

[illegible]

WHEREAS following agreement with the said source to AIEA and
Participating Entities of the said source to AIEA and
Companies") :

AB Gene rCaotmipnagn y
 A E T e xCaesn C o m p any
 A E T e xNaosrCtohm p any
 App ail a P n o w G e o m p a n y
 Col u m b u s P h o e w e r C o m p a n y
 I n d M a n a P o w e r C o m p a n y
 Kent R o w G e o m p a n y
 King P o w G e o m p a n y
 Oh i o w G e o m p a n y
 Pub S e i r C o m p o K l a h o m a
 South w e l s e t P e t r o w e r C o m p a n y
 W e l P a w G e o m p a n y

And

WHEREAS the said Order of the Board of Directors of the said Company is hereby approved and the same is hereby affirmed and confirmed by the Board of Directors of the said Company:

Amer E b a e b w S e r r C i c p o r a t i o n
B l a c k C h o a d w k m p a n y
C e d C a o e b m p a n y
C e n t r a p p a l e o e b m p a n y
C e n C o e b m p a n y
C o l o I m m e t . ,
C o n e s C v o i l l e p a G o a n t p i a n y n
D o l H e i t L i g e i b m p a n y , L L C

Franklin Real Estate Company
Indiana Franklin Reality, Inc.
Simco, Inc.
Southern Appalachian Coal Company

WHEREAS, the Participants from time to time have need to borrow funds on a short-term basis; and

WHEREAS, some of the Parties from time to time are expected to have funds available to loan on a short-term basis; and

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool; and

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

ARTICLE I CONTRIBUTIONS AND BORROWINGS

Section 1.1. Contributions to the Utility Money Pool.

American Electric Power Service Corporation ("AEPSC") shall act as administrative agent of the Utility Money Pool. Each Participant, AEP, AEP Utilities, and AEPUF will determine on a daily basis, the amount of funds it has available for contribution to the Utility Money Pool. The determination of whether a Party at any time has surplus funds, or shall lend such funds to the Utility Money Pool, will be made by such Party's treasurer, any assistant treasurer, or by a designee thereof, on the basis of cash flow projections and other relevant factors, in such Party's sole discretion. Each Party may withdraw any of its funds at any time upon notice to AEPSC.

Section 1.2 Rights to Borrow.

(a) Subject to the provisions of Section 1.4(b) of this Agreement, all short-term borrowing needs of the Participants may be met by funds in the Utility Money Pool to the extent such funds are available. Each Participant shall have the right to borrow from the Utility Money Pool from time to time, subject to the availability of funds and the limitations and conditions set forth herein and in the applicable orders of the Securities and Exchange Commission ("SEC") and other regulatory authorities. Each Participant may request loans from the Utility Money Pool from time to time during the period from the date hereof until this Agreement is terminated by written agreement of the Parties; provided, however, that the aggregate amount of all loans requested by any Participant hereunder shall not exceed the applicable borrowing limits set forth in applicable orders of the SEC and other regulatory authorities, resolutions of such Board of

Directors, such Party's governing corporate documents, and agreements binding upon such Party. No Participant shall be obligated to borrow from the Utility Money Pool if lower cost funds can be obtained from its own external borrowing.

(b) Neither AEP, AEP Utilities nor AEPUF will borrow funds from the Utility Money Pool or any Participant. Participants in the Utility Money Pool will not engage in lending and borrowing transactions with participants in the Nonutility Money Pool. The Utility Money Pool will not borrow from the Nonutility Money Pool.

Section 1.3 Source of Funds.

- (a) AEPSC administers the Utility Money Pool by matching up, to the extent possible, short-term cash surpluses and loan requirements of the various Participants. Participants' requests for short-term loans are met first from surplus funds of other Participants which are available to the Utility Money Pool. To the extent the Participant contributions of surplus funds to the Utility Money Pool are insufficient to meet Participant requests for short-term loans, AEP or AEP Utilities may contribute corporate funds to the extent available or borrowings may be made from external sources. Funds will be made available from such sources in such other order as AEPSC, as administrator of the Utility Money Pool, may determine will result in a lower cost of borrowing to companies borrowing from the Utility Money Pool, consistent with the individual borrowing needs and financial standing of the Parties providing funds to the Utility Money Pool.
- (b) External borrowings may be made by AEP, AEP Utilities, Inc., or AEPUF, each individually, a Lending Party, collectively Lending Parties, from the sale of commercial paper notes and/or other instruments authorized by the SEC, and/or bank borrowings ("External Funds"), the proceeds of which would be added to the Utility Money Pool, in each case to the extent permitted by applicable laws and regulatory orders. All debt issued in connection with the Utility Money Pool will be unsecured. External borrowings by AEP, AEP Utilities, or AEPUF will not be made unless there are no surplus funds in the treasuries of the Participants sufficient to meet borrowing needs. If it is determined that AEP can borrow money at a cheaper rate than AEPUF can, then AEP will fund the Utility Money Pool directly.
- (c) Each borrowing Participant will borrow pro rata from each fund source in the same proportion that the amount of funds provided from that fund source bears to the total amount of short-term funds available to the Utility Money Pool. On any day, when more than one fund source (e.g., surplus treasury funds of AEP, AEP Utilities or other Utility Money Pool participants ("Internal Funds") and External Funds), with different rates of interest, is used to fund loans through the Utility Money Pool, each borrowing party will borrow pro rata from each fund source in the same proportion that the amount of funds provided by that fund source bears to the total amount of short-term funds available to the Utility Money Pool.

Section 1.4 Authorization.

(a) The determination of whether a Participant or a Lending Party has at any time surplus funds to lend to the Utility Money Pool will be made by its treasurer, any assistant treasurer, or by a designee thereof.

(b) Any loan from the Utility Money Pool to a Participant shall be authorized by the borrowing Participant's treasurer, any assistant treasurer, or by a designee thereof. No Party shall be required to effect a borrowing through the Utility Money Pool if such Participant determines that it can (and is authorized to) effect such borrowing at lower cost through the sale of its own commercial paper or other instruments, or borrowing directly from banks.

Section 1.5 Investment of Investment Pool Funds.

Funds which are loaned from Participants into the Utility Money Pool which are not required to satisfy borrowing needs of other Participants ("Investment Pool") will be invested on the behalf of the Lending Parties in one or more short-term instruments ("External Investments"), including (i) interest-bearing accounts with banks; (ii) obligations issued or guaranteed by the U.S. government and/or its agencies and instrumentalities, including obligations under repurchase agreements; (iii) obligations issued or guaranteed by any state or political subdivision thereof, provided that such obligations are rated not less than "A" by a nationally recognized rating agency; (iv) commercial paper rated not less than "A-1" or "P-1" or their equivalent by a nationally recognized rating agency; (v) money market funds; (vi) bank certificates of deposit, (vii) Eurodollar funds; (viii) short-term debt securities rated AA or above by Standard & Poor's, Aa or above by Moody's Investors Service, or AA or above by Fitch Ratings; (ix) short-term debt securities issued or guaranteed by an entity rated AA or above by Standard & Poor's, Aa or above by Moody's Investors Service, or AA or above by Fitch Ratings; and (x) such other investments as are permitted by Section 9(c) of the Act and Rule 40 thereunder.

No funds from the Utility Money Pool will be invested in EWG's or FUCO's.

Section 1.6 Utility Money Pool Interest.

The interest rate applicable on any day to then outstanding loans through the Utility Money Pool, whether or not evidenced by a promissory demand note, will be the composite weighted average daily effective cost incurred by the Lending Parties for External Funds outstanding on that date. If there are no External Funds outstanding on that date, then the rate would be the certificate of deposit yield equivalent of the 30-day Federal Reserve "A2/P2" Non-Financial Commercial Paper Composite Rate (the "Composite"), or if no Composite is established for that day, then the applicable rate will be the Composite for the next preceding day for which a composite is established.

If the Composite shall cease to exist, then the rate would be the composite which then most closely resembles the Composite and/or most closely mirrors the pricing the Lending Parties would expect if it had External Funds.

Section 1.7 Investment Pool Interest.

Interest income related to External Investments will be calculated daily and allocated back to Participants on the basis of their relative contribution to the Investment Pool funds on that date.

Section 1.8 Repayment.

Each Participant receiving a loan hereunder shall repay the principal amount of such loan, together with all interest accrued thereon, on demand and in any event not later than the expiration date of SEC authorization for the operation of the Utility Money Pool. All loans made through the Utility Money Pool may be prepaid by the borrower without premium or penalty.

Section 1.9 Form of Loans to Participants.

Loans to the Participants through the Utility Money Pool will be made pursuant to open-account advances, although any AEPUF or Participant would at all times be entitled to receive upon request a promissory note evidencing the transaction. Any such note shall: (a) be substantially in the form attached herewith as Exhibit A; (b) be dated as of the date of the initial borrowing; (c) mature on demand or on a date mutually agreed to by the Parties to the transaction, but in any event not later than the expiration date of the SEC authorization for the operation of the Utility Money Pool; and (d) be repayable in whole at any time or in part from time to time, without premium or penalty.

ARTICLE II OPERATION OF THE UTILITY MONEY POOL

Section 2.1 Operation.

Operation of the Utility Money Pool, including record keeping and coordination of loans, will be handled by AEPSC under the authority of the treasurer or any assistant treasurer of AEP and/or AEPSC. AEPSC shall be responsible for the determination of all applicable interest rates and charges to be applied to any loans from the Utility Money Pool and earnings to be applied to any loans to the Utility Money Pool and/or Investment Pool outstanding at any time hereunder, shall maintain records of all advances, interest charges and accruals and interest and principal payments for purposes hereof, and shall prepare periodic reports thereof for the Parties. Services rendered by AEPSC will be "at cost" in accordance with rules of the SEC.

Section 2.2 Certain Costs.

The cost of fees and/or compensating balances paid to banks to maintain credit lines will be allocated to the Participants on the basis of relative maximum non-coincidental borrowings of the Participants.

Section 2.3 Event of Default.

If any Participant shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against any Participant seeking to adjudicate it a bankrupt or insolvent, then AEPSC, on behalf of the Utility Money Pool, may, by notice to the Participant, terminate the Utility Money Pool's commitment to the Participant and/or declare the unpaid principal amount of any loans to such Participant, and all interest thereon, to be forthwith due and payable and all such amounts shall forthwith become due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Participant.

ARTICLE III AEP UTILITIES FUNDING LLC

Section 3.1 AEPUF.

AEPUF is a special purpose financing conduit, formed to fund the Utility Money Pool. AEPUF may obtain funds from external sources or from AEP or AEP Utilities. AEP, AEP Utilities and the Operating Companies are also authorized to fund the Utility Money Pool through the issuance of short-term debt. AEPUF will have a separate bank account for all Utility Money Pool funds. AEPUF may issue commercial paper or other short-term debt for the benefit of the Utility Money Pool participants and will lend cash proceeds of the issuance of commercial paper to each Participant as said Participant's needs are identified. When AEPUF directly issues commercial paper to dealers to fund the Utility Money Pool, each Operating Company that borrows from AEPUF must maintain comparable debt ratings equal to or greater than AEPUF and maintain requisite backup facilities with one or more financial institutions.

Section 3.2 Loans.

AEPUF shall provide the cash proceeds of each issuance of commercial paper or other short-term debt to the Utility Money Pool. The proceeds of borrowings by AEPUF will not be loaned to AEP or AEP Utilities. The proceeds of the borrowings of AEPUF will be used to repay AEPUF's borrowings or be invested to continue funding the Utility Money Pool.

Section 3.3 Several Liability.

It is expressly agreed that the obligations of each Participant to AEPUF are several and not joint and, subject to paragraph 3.4 below, that each Participant shall not be responsible to AEPUF or any assignee or creditor of AEPUF for any payment in excess of payments due under any Participant's outstanding note and its pro rata share of other expenses and administrative costs of AEPUF in connection with its funding of the Utility Money Pool. No Participant will be liable for the borrowings of any other affiliate under the Utility Money Pool.

Section 3.4 Placement Agents.

(a) As a condition precedent to each commercial paper dealer and placement agent (each, a "Placement Agent") entering into a dealer or placement agreement with AEPUF (each such agreement, a "Placement Agreement"), each Participant agrees: (i) to pay all costs, expenses, liabilities, losses and damages, including liabilities in respect of the AEPUF's indemnification obligations under the Placement Agreements (collectively, the "Liabilities") which it may incur relating to the offer and sale of AEPUF's commercial paper, the proceeds of which were used to make any loan to such Participant under this agreement, and (ii) to pay its Pro Rata Share of all other Liabilities which AEPUF may incur other than any such Liability which relates to the offer and sale of AEPUF's commercial paper the proceeds of which were used to make any loan to any other participant in the Utility Money Pool in respect of which such other affiliate is obligated to pay the full amount of such Liability. As used herein the term "Pro Rata Share" of any Liability shall mean an amount equal to the product of such Liability and a fraction expressed as a percentage (x) the numerator of which is the average outstanding loans made to the Participant during the period from the date which is three years prior to the date such Liability is due and payable to the date such Liability is due and payable (the "Determination Period"), and (y) the denominator of which is the average aggregate outstanding loans made during the Determination Period to the Participant and all other Participants which received loans from AEPUF and which are obligated to pay such Liability in accordance with this provision.

(b) Each Participant and AEPUF hereby acknowledge and agree that each Placement Agent is a third-party beneficiary of this Article III and is entitled to the benefits of the obligations of each separate Participant contained in this Article III and is entitled to bring any action to enforce such obligations directly against the separate Participant. In the case of any specific Liability arising out of or in connection with the Placement Agreement, each Participant shall pay the amount of such Participant's Liability directly to such Placement Agent or as the Placement Agent directs.

(c) This Article III shall not be amended or modified without the prior written consent of each Placement Agent. The agreements and obligations of each of the Participants set forth in this Article III shall survive the termination of this Agreement.

ARTICLE IV MISCELLANEOUS

Section 4.1 Amendments.

No amendment to this Agreement shall be effective unless the same be in writing and signed by all Parties thereto.

Section 4.2 Legal Responsibility.

Nothing herein contained shall render AEP or any Party liable for the obligations of any other Party(ies) hereunder and the rights, obligations and liabilities of AEP and the Parties are several in accordance with their respective obligations, and not joint.

Section 4.3 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned Parties have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.

and

AEP UTILITIES, INC.

AEP UTILITY FUNDING LLC

**AMERICAN ELECTRIC POWER SERVICE CORPORATION, as
Agent and Participant**

Participants:

**AEP GENERATING COMPANY
AEP TEXAS CENTRAL COMPANY
AEP TEXAS NORTH COMPANY
APPALACHIAN POWER COMPANY
COLUMBUS SOUTHERN POWER COMPANY
INDIANA MICHIGAN POWER COMPANY
KENTUCKY POWER COMPANY
KINGSPORT POWER COMPANY
OHIO POWER COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
WHEELING POWER COMPANY**

**BLACKHAWK COAL COMPANY
CEDAR COAL COMPANY
CENTRAL APPALACHIAN COAL COMPANY
CENTRAL COAL COMPANY
COLOMET, INC.
CONESVILLE COAL PREPARATION COMPANY
DOLET HILLS LIGNITE COMPANY, LLC
FRANKLIN REAL ESTATE COMPANY
INDIANA FRANKLIN REALTY, INC.
SIMCO, INC.
SOUTHERN APPALACHIAN COAL COMPANY**

By: Wendy A. Hargus
Assistant Treasurer of each
of the above-listed companies.

**FORM OF UTILITY MONEY POOL NOTE
TO BE EXECUTED BY BORROWING PARTIES
TO AEP OR OTHER PARTIES**

_____, 20__

FOR VALUE RECEIVED, the undersigned, _____ (the "Borrower"), hereby promises to pay to the order of _____ (the "Lender") at its principal office in _____, on demand or on _____, 20__, or at the option of the Borrower, whichever first occurs, but in any event not later than the expiration date of the SEC authorization for the operation of the Utility Money Pool, the principal sum set forth on the attachment hereto as "Principal Amount Outstanding." This note may be paid in full at any time or in part from time to time without premium or penalty. The Principal Amount Outstanding shall bear interest at the composite weighted average daily effective cost incurred by the Lending Parties for External Funds outstanding on that date. If there are no External Funds outstanding on that date, then the rate would be the CD yield equivalent of the 30-day Federal Reserve "A2/P2" Non-Financial Commercial Paper Composite Rate (the "Composite"), or if no Composite is established for that day, then the applicable rate will be the Composite for the next preceding day for which a Composite is established.

This Note shall be governed by, and construed and interpreted in accordance with, the Laws of the State of New York.

IN WITNESS WHEREOF, the undersigned, pursuant to due authorization, has caused this Note to be executed in its name and on its behalf by its duly authorized officer.

(Name of Borrower)

By: _____
Name: _____
Title: _____

**AMENDMENT NO. 1
TO
AEP SYSTEM AMENDED AND RESTATED
UTILITY MONEY POOL AGREEMENT**

This Amendment No. 1 to the AMENDED AND RESTATED UTILITY MONEY POOL AGREEMENT ("Agreement") is made and entered into this 6th day of May, 2011 by and among American Electric Power Company, Inc., a New York corporation ("AEP"), AEP Utilities Inc., a Delaware corporation ("AEP Utilities"), both registered holding companies, American Electric Power Service Corporation ("AEPSC"), a New York corporation and a nonutility subsidiary of AEP (in its role as administrative agent and as a participant in the Utility Money Pool), AEP Utility Funding LLC, a Delaware limited liability company ("AEPUF"), and certain of the direct or indirect subsidiaries of AEP, each of which are signatories hereto and participants in the AEP Utility Money Pool ("Participants"), or which subsequently become signatories hereto and agree to abide by the terms herein. (All of the above are referred to as a Party or Parties to this Agreement).

WHEREAS, the following entities are each a direct or indirect subsidiary of AEP, and a Participant in the AEP Utility Money Pool (collectively referred to herein as "Operating Companies"):

AEP Generating Company
AEP Texas Central Company
AEP Texas North Company
Appalachian Power Company
Columbus Southern Power Company
Indiana Michigan Power Company
Kentucky Power Company
Kingsport Power Company
Ohio Power Company
Public Service Company of Oklahoma
Southwestern Electric Power Company
Wheeling Power Company

And

WHEREAS, in addition to the Operating Companies, the following are Participants in the AEP Utility Money Pool:

American Electric Power Service Corporation
Blackhawk Coal Company
Cedar Coal Company
Central Appalachian Coal Company
Central Coal Company
Conesville Coal Preparation Company
Dolet Hills Lignite Company, LLC
Franklin Real Estate Company

Indiana Franklin Reality, Inc.
Southern Appalachian Coal Company

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool;

WHEREAS, the following entities are indirect subsidiaries of AEP and will own, operate, manage and control facilities in their respective states for the transmission of electricity at wholesale to its customers (collectively, the "Transcos"):

AEP Ohio Transmission Company, Inc., an Ohio corporation, and
AEP Oklahoma Transmission Company, Inc., an Oklahoma corporation;

WHEREAS, each of the Transcos, has been deemed a "public utility" for FERC purposes and will be regulated by the state utility commissions in the states where they operate and therefore are deemed "public utilities" for purposes of inclusion in the Agreement;

WHEREAS, each of the Transcos desires to become a party to the Agreement; and

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

1. The Agreement is hereby amended to provide that each of the Transcos listed below is hereby accepted as a Participant in the Agreement.

2. Each of the following Transcos hereby elects to become a Participant in the AEP System Utility Money Pool and hereby agrees to be bound by the terms and conditions of the Agreement:

AEP Ohio Transmission Company, Inc.
AEP Oklahoma Transmission Company, Inc.

IN WITNESS WHEREOF, the undersigned Parties have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.

and

AEP UTILITIES, INC.

AEP UTILITY FUNDING LLC

**AMERICAN ELECTRIC POWER SERVICE CORPORATION, as
Agent and Participant**

Current Participants:

AEP GENERATING COMPANY
AEP TEXAS CENTRAL COMPANY
AEP TEXAS NORTH COMPANY
APPALACHIAN POWER COMPANY
COLUMBUS SOUTHERN POWER COMPANY
INDIANA MICHIGAN POWER COMPANY
KENTUCKY POWER COMPANY
KINGSPORT POWER COMPANY
OHIO POWER COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
WHEELING POWER COMPANY

BLACKHAWK COAL COMPANY
CEDAR COAL COMPANY
CENTRAL APPALACHIAN COAL COMPANY
CENTRAL COAL COMPANY
CONESVILLE COAL PREPARATION COMPANY
DOLET HILLS LIGNITE COMPANY, LLC
FRANKLIN REAL ESTATE COMPANY
INDIANA FRANKLIN REALTY, INC.
SOUTHERN APPALACHIAN COAL COMPANY

By: Charles E. Zibulski
Treasurer of each
of the above-listed companies.

Newly Added Participants:

**AEP OHIO TRANSMISSION COMPANY, INC.
AEP OKLAHOMA TRANSMISSION COMPANY, INC.**

By: Charles Zebule
Treasurer of each
of the above-listed companies.

**AMENDMENT NO. 2
TO
AEP SYSTEM AMENDED AND RESTATED
UTILITY MONEY POOL AGREEMENT**

This Amendment No. 2 to the AMENDED AND RESTATED UTILITY MONEY POOL AGREEMENT ("Agreement") is made and entered into this 14th day of November, 2011 by and among American Electric Power Company, Inc., a New York corporation ("AEP"), AEP Utilities Inc., a Delaware corporation ("AEP Utilities"), American Electric Power Service Corporation ("AEPSC"), a New York corporation and a nonutility subsidiary of AEP (in its role as administrative agent and as a participant in the Utility Money Pool), AEP Utility Funding LLC, a Delaware limited liability company ("AEPUF"), and certain of the direct or indirect subsidiaries of AEP, each of which are signatories hereto and participants in the AEP Utility Money Pool ("Participants"), or which subsequently become signatories hereto and agree to abide by the terms herein. (All of the above are referred to as a Party or Parties to this Agreement).

WHEREAS, the following entities are each a direct or indirect subsidiary of AEP, and a Participant in the AEP Utility Money Pool (collectively referred to herein as "Operating Companies"):

AEP Generating Company
AEP Texas Central Company
AEP Texas North Company
Appalachian Power Company
Columbus Southern Power Company
Indiana Michigan Power Company
Kentucky Power Company
Kingsport Power Company
Ohio Power Company
Public Service Company of Oklahoma
Southwestern Electric Power Company
Wheeling Power Company

And

WHEREAS, in addition to the Operating Companies, the following are Participants in the AEP Utility Money Pool:

AEP Ohio Transmission Company, Inc.
AEP Oklahoma Transmission Company, Inc.
American Electric Power Service Corporation
Blackhawk Coal Company
Cedar Coal Company
Central Appalachian Coal Company
Central Coal Company
Conesville Coal Preparation Company

Dolet Hills Lignite Company, LLC
Franklin Real Estate Company
Indiana Franklin Reality, Inc.
Southern Appalachian Coal Company

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool;

WHEREAS, the following entity is an indirect subsidiary of AEP and will own, operate, manage and control facilities in its respective state for the transmission of electricity at wholesale to its customers (the "Transco"):

AEP Indiana Michigan Transmission Company, Inc., an Indiana corporation;

WHEREAS, the Transco has been deemed a "public utility" for FERC purposes and will be regulated by the state utility commission in the state where it operates and therefore is deemed a "public utility" for purposes of inclusion in the Agreement;

WHEREAS, the Transco desires to become a party to the Agreement; and

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

1. The Agreement is hereby amended to provide that the Transco listed below is hereby accepted as a Participant in the Agreement.

2. The following Transco hereby elects to become a Participant in the AEP System Utility Money Pool and hereby agrees to be bound by the terms and conditions of the Agreement:

AEP Indiana Michigan Transmission Company, Inc.

IN WITNESS WHEREOF, the undersigned Parties have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.

and

AEP UTILITIES, INC.

AEP UTILITY FUNDING LLC

**AMERICAN ELECTRIC POWER SERVICE CORPORATION, as
Agent and Participant**

Current Participants:

**AEP GENERATING COMPANY
AEP TEXAS CENTRAL COMPANY
AEP TEXAS NORTH COMPANY
APPALACHIAN POWER COMPANY
COLUMBUS SOUTHERN POWER COMPANY
INDIANA MICHIGAN POWER COMPANY
KENTUCKY POWER COMPANY
KINGSPORT POWER COMPANY
OHIO POWER COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
WHEELING POWER COMPANY**

**AEP OHIO TRANSMISSION COMPANY, INC.
AEP OKLAHOMA TRANSMISSION COMPANY, INC.
BLACKHAWK COAL COMPANY
CEDAR COAL COMPANY
CENTRAL APPALACHIAN COAL COMPANY
CENTRAL COAL COMPANY
CONESVILLE COAL PREPARATION COMPANY
DOLET HILLS LIGNITE COMPANY, LLC
FRANKLIN REAL ESTATE COMPANY
INDIANA FRANKLIN REALTY, INC.
SOUTHERN APPALACHIAN COAL COMPANY**

By: Charles E Zebulz
Treasurer of each
of the above-listed companies.

Newly Added Participant:

AEP Indiana Michigan Transmission Company, Inc.

By: Charles E Zebulz
Treasurer of the above-listed company

**AMENDMENT NO. 3
TO
AEP SYSTEM AMENDED AND RESTATED
UTILITY MONEY POOL AGREEMENT**

This Amendment No. 3 to the AMENDED AND RESTATED UTILITY MONEY POOL AGREEMENT ("Agreement") is made and entered into this 20th day of March, 2013 by and among American Electric Power Company, Inc., a New York corporation ("AEP"), AEP Utilities Inc., a Delaware corporation ("AEP Utilities"), American Electric Power Service Corporation ("AEPSC"), a New York corporation and a nonutility subsidiary of AEP (in its role as administrative agent and as a participant in the Utility Money Pool), AEP Utility Funding LLC, a Delaware limited liability company ("AEPUF"), and certain of the direct or indirect subsidiaries of AEP, each of which are signatories hereto and participants in the AEP Utility Money Pool ("Participants"), or which subsequently become signatories hereto and agree to abide by the terms herein. (All of the above are referred to as a Party or Parties to this Agreement).

WHEREAS, the following entities are each a direct or indirect subsidiary of AEP, and a Participant in the AEP Utility Money Pool (collectively referred to herein as "Operating Companies"):

AEP Generating Company
AEP Texas Central Company
AEP Texas North Company
Appalachian Power Company
Indiana Michigan Power Company
Kentucky Power Company
Kingsport Power Company
Ohio Power Company
Public Service Company of Oklahoma
Southwestern Electric Power Company
Wheeling Power Company

And

WHEREAS, in addition to the Operating Companies, the following are Participants in the AEP Utility Money Pool:

AEP Indiana Michigan Transmission Company, Inc.
AEP Ohio Transmission Company, Inc.
AEP Oklahoma Transmission Company, Inc.
American Electric Power Service Corporation
Blackhawk Coal Company
Cedar Coal Company
Central Appalachian Coal Company
Central Coal Company
Conesville Coal Preparation Company

Dolet Hills Lignite Company, LLC
Franklin Real Estate Company
Indiana Franklin Reality, Inc.
Southern Appalachian Coal Company

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool;

WHEREAS, the following entities are indirect subsidiaries of AEP and will own, operate, manage and control facilities in their respective states for the transmission of electricity at wholesale to their customers (collectively, the "Transcos"):

AEP Appalachian Transmission Company, Inc., a Virginia corporation;
AEP West Virginia Transmission Company, Inc., a West Virginia corporation;

WHEREAS, each of the Transcos has been deemed a "public utility" for FERC purposes and will be regulated by the state utility commission in the state where each operates and therefore is deemed a "public utility" for purposes of inclusion in the Agreement; and

WHEREAS, the Transcos desire to become a party to the Agreement;

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

1. The Agreement is hereby amended to provide that each of the Transcos listed below is hereby accepted as a Participant in the Agreement.

2. Each of the following Transcos hereby elects to become a Participant in the AEP System Utility Money Pool and hereby agrees to be bound by the terms and conditions of the Agreement:

AEP Appalachian Transmission Company, Inc.¹
AEP West Virginia Transmission Company, Inc.

¹ The participation of AEP Appalachian Transmission Company, Inc. in the Utility Money Pool is subject to the terms of the orders of the Virginia State Corporation Commission entered February 27, 2012, and May 3, 2012, in Case No. PUE-2011-00125.

IN WITNESS WHEREOF, the undersigned Parties have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.

and

AEP UTILITIES, INC.

AEP UTILITY FUNDING LLC

**AMERICAN ELECTRIC POWER SERVICE CORPORATION, as
Agent and Participant**

Current Participants:

**AEP GENERATING COMPANY
AEP TEXAS CENTRAL COMPANY
AEP TEXAS NORTH COMPANY
APPALACHIAN POWER COMPANY
INDIANA MICHIGAN POWER COMPANY
KENTUCKY POWER COMPANY
KINGSPORT POWER COMPANY
OHIO POWER COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
WHEELING POWER COMPANY**

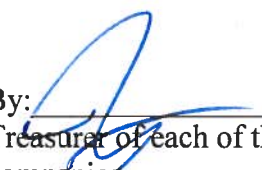
**AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.
AEP OHIO TRANSMISSION COMPANY, INC.
AEP OKLAHOMA TRANSMISSION COMPANY, INC.
BLACKHAWK COAL COMPANY
CEDAR COAL COMPANY
CENTRAL APPALACHIAN COAL COMPANY
CENTRAL COAL COMPANY
CONESVILLE COAL PREPARATION COMPANY
DOLET HILLS LIGNITE COMPANY, LLC
FRANKLIN REAL ESTATE COMPANY
INDIANA FRANKLIN REALTY, INC.
SOUTHERN APPALACHIAN COAL COMPANY**

By: 

Treasurer of each
of the above-listed companies.

Newly Added Participants:

**AEP Appalachian Transmission Company, Inc.
AEP West Virginia Transmission Company, Inc.**

By: 
Treasurer of each of the above-listed
companies

**AMENDMENT NO. 5
TO
AEP SYSTEM AMENDED AND RESTATED
UTILITY MONEY POOL AGREEMENT**

This Amendment No. 5 to the AMENDED AND RESTATED UTILITY MONEY POOL AGREEMENT ("Agreement") is made and entered into this 24th day of February, 2016 by and among American Electric Power Company, Inc., a New York corporation ("AEP"), AEP Utilities Inc., a Delaware corporation ("AEP Utilities"), American Electric Power Service Corporation ("AEPSC"), a New York corporation and a nonutility subsidiary of AEP (in its role as administrative agent of the Utility Money Pool), AEP Utility Funding LLC, a Delaware limited liability company ("AEPUF"), and certain of the direct or indirect subsidiaries of AEP, each of which are signatories hereto and participants in the AEP Utility Money Pool ("Participants"), or which subsequently become signatories hereto and agree to abide by the terms herein. (All of the above are referred to as a Party or Parties to this Agreement).

WHEREAS, the following entities are each a direct or indirect subsidiary of AEP, and a Participant in the AEP Utility Money Pool (collectively referred to herein as "Operating Companies"):

AEP Generating Company
AEP Texas Central Company
AEP Texas North Company
Appalachian Power Company
Indiana Michigan Power Company
Kentucky Power Company
Kingsport Power Company
Ohio Power Company
Public Service Company of Oklahoma
Southwestern Electric Power Company
Wheeling Power Company

And

WHEREAS, in addition to the Operating Companies, the following are Participants in the AEP Utility Money Pool:

AEP Appalachian Transmission Company, Inc.
AEP Indiana Michigan Transmission Company, Inc.
AEP Kentucky Transmission Company, Inc.
AEP Ohio Transmission Company, Inc.
AEP Oklahoma Transmission Company, Inc.
AEP West Virginia Transmission Company, Inc.
American Electric Power Service Corporation
Blackhawk Coal Company
Cedar Coal Company
Central Appalachian Coal Company

Central Coal Company
Conesville Coal Preparation Company
Dolet Hills Lignite Company, LLC
Franklin Real Estate Company
Indiana Franklin Realty, Inc.
Southern Appalachian Coal Company

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool;

WHEREAS, Section 4.1 of the AEP System Amended and Restated Utility Money Pool Agreement dated as of December 9, 2004 (the "Utility Money Pool Agreement"), provides that amendments may be made to the Utility Money Pool Agreement in writing and signed by all Parties thereto;

NOW, THEREFORE, the companies listed below hereby elect to withdraw as participants in the Utility Money Pool Agreement pursuant to the terms and conditions of the Utility Money Pool Agreement as of this 24th day of February, 2016:

American Electric Power Service Corporation ¹
Conesville Coal Preparation Company
Franklin Real Estate Company
Indiana Franklin Realty

Collectively, the "Withdrawing Participants"

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

1. The Agreement is hereby amended to terminate the participation of the Withdrawing Participants as parties to the Agreement.

IN WITNESS WHEREOF, the undersigned Parties have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.
and
AEP UTILITIES, INC.
AEP UTILITY FUNDING LLC

Current Participants:

¹ American Electric Power Service Corporation retains its role as Administrative Agent

**AEP GENERATING COMPANY
AEP TEXAS CENTRAL COMPANY
AEP TEXAS NORTH COMPANY
APPALACHIAN POWER COMPANY
INDIANA MICHIGAN POWER COMPANY
KENTUCKY POWER COMPANY
KINGSPORT POWER COMPANY
OHIO POWER COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
WHEELING POWER COMPANY**

**AEP APPALACHIAN TRANSMISSION COMPANY, INC.
AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.
AEP KENTUCKY TRANSMISSION COMPANY, INC.
AEP OHIO TRANSMISSION COMPANY, INC.
AEP OKLAHOMA TRANSMISSION COMPANY, INC.
AEP WEST VIRGINIA TRANSMISSION COMPANY, INC.
BLACKHAWK COAL COMPANY
CEDAR COAL COMPANY
CENTRAL APPALACHIAN COAL COMPANY
CENTRAL COAL COMPANY
DOLET HILLS LIGNITE COMPANY, LLC
SOUTHERN APPALACHIAN COAL COMPANY**

By: _____
Treasurer of each
of the above-listed companies.

Withdrawing Participants:

**AMERICAN ELECTRIC POWER SERVICE CORPORATION
CONESVILLE COAL PREPARATION COMPANY
FRANKLIN REAL ESTATE COMPANY
INDIANA FRANKLIN REALTY, INC.**

By: _____
Treasurer of each
of the above-listed companies.

**AMENDMENT NO. 6
TO
AEP SYSTEM AMENDED AND RESTATED
UTILITY MONEY POOL AGREEMENT**

This Amendment No. 6 to the AMENDED AND RESTATED UTILITY MONEY POOL AGREEMENT ("Agreement") is made and entered into this 1st day of January, 2017 by and among American Electric Power Company, Inc., a New York corporation ("AEP"), AEP Texas Inc., a Delaware corporation ("AEP Texas") (formerly known as AEP Utilities, Inc. ("AEP Utilities")), American Electric Power Service Corporation ("AEPSC"), a New York corporation and a nonutility subsidiary of AEP (in its role as administrative agent), AEP Utility Funding LLC, a Delaware limited liability company ("AEPUF"), and certain of the direct or indirect subsidiaries of AEP, each of which are signatories hereto and participants in the AEP Utility Money Pool ("Participants"), or which subsequently become signatories hereto and agree to abide by the terms herein. (All of the above are referred to as a Party or Parties to this Agreement).

WHEREAS, the following entities are each a direct or indirect subsidiary of AEP, and a Participant in the AEP Utility Money Pool (collectively referred to herein as "Operating Companies"):

AEP Generating Company
AEP Texas Central Company
AEP Texas North Company
Appalachian Power Company
Indiana Michigan Power Company
Kentucky Power Company
Kingsport Power Company
Ohio Power Company
Public Service Company of Oklahoma
Southwestern Electric Power Company
Wheeling Power Company

And

WHEREAS, in addition to the Operating Companies, the following are Participants in the AEP Utility Money Pool:

AEP Appalachian Transmission Company, Inc.
AEP Indiana Michigan Transmission Company, Inc.
AEP Kentucky Transmission Company, Inc.
AEP Ohio Transmission Company, Inc.
AEP Oklahoma Transmission Company, Inc.
AEP West Virginia Transmission Company, Inc.
Blackhawk Coal Company
Cedar Coal Company

Central Appalachian Coal Company
Central Coal Company
Dolet Hills Lignite Company, LLC
Southern Appalachian Coal Company

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool;

WHEREAS, AEP Texas Inc., a Delaware corporation, is a direct subsidiary of AEP and, and upon the effectiveness of the mergers with AEP Texas Central Company and AEP Texas North Company now owns, operates, manages and controls facilities in Texas for the distribution and transmission of electricity to its customers:

WHEREAS, AEP Texas is regulated by the state utility commission in the state where it operates and therefore is deemed a "public utility" for purposes of inclusion in the Agreement; and

WHEREAS, AEP Texas desires to become a party to the Agreement;

WHEREAS, AEP Utilities, in its non-participant capacity, hereby elects to withdraw in its non-participant capacity in the Utility Money Pool Agreement pursuant to the terms and conditions of the Utility Money Pool Agreement.

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

1. The Agreement is hereby amended to terminate the participation of the AEP Utilities, in its non-participant capacity, as a party to the Agreement.
2. The Agreement is hereby amended to delete references to AEP Utilities in its non-participant capacity.
3. The Agreement is hereby amended to provide that AEP Texas is hereby accepted as a Participant in the Agreement.
4. AEP Texas hereby elects to become a Participant in the AEP System Utility Money Pool and hereby agrees to be bound by the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the undersigned Parties have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.

and

AEP UTILITY FUNDING LLC

**AMERICAN ELECTRIC POWER SERVICE CORPORATION, as
Agent**

Current Participants:

**AEP GENERATING COMPANY
APPALACHIAN POWER COMPANY
INDIANA MICHIGAN POWER COMPANY
KENTUCKY POWER COMPANY
KINGSPORT POWER COMPANY
OHIO POWER COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
WHEELING POWER COMPANY**

**AEP APPALACHIAN TRANSMISSION COMPANY, INC
AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.
AEP OHIO TRANSMISSION COMPANY, INC.
AEP OKLAHOMA TRANSMISSION COMPANY, INC.
AEP WEST VIRGINIA TRANSMISSION COMPANY, INC
BLACKHAWK COAL COMPANY
CEDAR COAL COMPANY
CENTRAL APPALACHIAN COAL COMPANY
CENTRAL COAL COMPANY
CONESVILLE COAL PREPARATION COMPANY
DOLET HILLS LIGNITE COMPANY, LLC
FRANKLIN REAL ESTATE COMPANY
INDIANA FRANKLIN REALTY, INC.
SOUTHERN APPALACHIAN COAL COMPANY**

By: 

Assistant Treasurer of each
of the above-listed companies.

Newly Added Participant:

AEP Texas Inc.

By: 
Assistant Treasurer

Withdrawing in Non-Participant Capacity:

AEP Utilities, Inc.

By: 
Assistant Treasurer

**AMENDMENT NO. 7
TO AEP SYSTEM AMENDED AND RESTATED
UTILITY MONEY POOL AGREEMENT**

This Amendment No. 7 to the AMENDED AND RESTATED UTILITY MONEY POOL AGREEMENT ("Agreement") is made and entered into this 3rd day of November, 2017 by and among American Electric Power Company, Inc., a New York corporation ("AEP"), American Electric Power Service Corporation ("AEPSC"), a New York corporation and a nonutility subsidiary of AEP (in its role as administrative agent of the Utility Money Pool), AEP Utility Funding LLC, a Delaware limited liability company ("AEPUF"), and certain of the direct or indirect subsidiaries of AEP, each of which are signatories hereto and participants in the AEP Utility Money Pool ("Participants"), or which subsequently become signatories hereto and agree to abide by the terms herein. (All of the above are referred to as a Party or Parties to this Agreement).

WHEREAS, the following entities are each a direct or indirect subsidiary of AEP, and a Participant in the AEP Utility Money Pool (collectively referred to herein as "Operating Companies"):

AEP Generating Company
AEP Texas Inc.
Appalachian Power Company
Indiana Michigan Power Company
Kentucky Power Company
Kingsport Power Company
Ohio Power Company
Public Service Company of Oklahoma
Southwestern Electric Power Company
Wheeling Power Company

And

WHEREAS, in addition to the Operating Companies, the following are Participants in the AEP Utility Money Pool:

AEP Appalachian Transmission Company, Inc.
AEP Indiana Michigan Transmission Company, Inc.
AEP Kentucky Transmission Company, Inc.
AEP Ohio Transmission Company, Inc.
AEP Oklahoma Transmission Company, Inc.
AEP West Virginia Transmission Company, Inc.
Blackhawk Coal Company
Cedar Coal Company
Central Appalachian Coal Company
Central Coal Company
Dolet Hills Lignite Company, LLC
Southern Appalachian Coal Company

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool;

WHEREAS, Section 4.1 of the AEP System Amended and Restated Utility Money Pool Agreement dated as of December 9, 2004 (the "Utility Money Pool Agreement"), provides that amendments may be made to the Utility Money Pool Agreement in writing and signed by all Parties thereto;

NOW, THEREFORE, the company listed below hereby elects to withdraw as a participant in the Utility Money Pool Agreement pursuant to the terms and conditions of the Utility Money Pool Agreement as of this 3rd day of November, 2017:

Central Coal Company

the "Withdrawing Participant"

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

1. The Agreement is hereby amended to terminate the participation of the Withdrawing Participant as a party to the Agreement.


IN WITNESS WHEREOF, the undersigned Party has duly caused this document to be signed on its behalf on the date first written above by the undersigned thereunto duly authorized.

**AMERICAN ELECTRIC POWER COMPANY, INC.
and
AEP UTILITY FUNDING LLC**

Current Participants:


**AEP GENERATING COMPANY
AEP TEXAS INC.
APPALACHIAN POWER COMPANY
INDIANA MICHIGAN POWER COMPANY
KENTUCKY POWER COMPANY
KINGSPORT POWER COMPANY
OHIO POWER COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
WHEELING POWER COMPANY
AEP APPALACHIAN TRANSMISSION COMPANY, INC.**

AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.
AEP KENTUCKY TRANSMISSION COMPANY, INC.
AEP OHIO TRANSMISSION COMPANY, INC.
AEP OKLAHOMA TRANSMISSION COMPANY, INC.
AEP WEST VIRGINIA TRANSMISSION COMPANY, INC.
BLACKHAWK COAL COMPANY
CEDAR COAL COMPANY
CENTRAL APPALACHIAN COAL COMPANY
DOLET HILLS LIGNITE COMPANY, LLC
SOUTHERN APPALACHIAN COAL COMPANY

By: 
Assistant Treasurer of each
of the above-listed companies

Withdrawing Participant:

CENTRAL COAL COMPANY

By: 
Assistant Treasurer of the
above-listed company

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/27/2018 1:41:27 PM

in

Case No(s). 18-1339-EL-AIS

Summary: Application of AEP Ohio Transmission Company, Inc. to Issue Short-Term Debt electronically filed by Molly Miller Behre on behalf of AEP Ohio Transmission Company, Inc.