COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
E. GAS UTILITIES

17. State whether any adjustments have been made to expenses in order to present such expenses on a basis comparable to the manner in which revenues are presented in this proceeding (i.e. accrued, billed, or cash).

Response: See Exhibit No. 4, Schedule 1, Page 2 and Exhibit 4, Schedule 2, for Operations and Maintenance Expense adjustments comparable to the normal level of revenues reported for the twelve months ended November 30, 2023 as shown in Exhibit No. 3.

Columbia Gas of Pennsylvania, Inc.
Statement of Operations and Maintenance Expense at Present Rates
Twelve Months Ended November 30, 2023

Line No.	Cost Element Description	Per Books Twelve Months Ended November 30, 2021 (2) $	Per Books Twelve Months Ended November 30, 2022 (3) $	Per Books Twelve Months Ended November 30, 2023 (3) $	Rate Making Adjustments (4) $	Normalized Twelve Months Ended November 30, 2023 (5 = 3 + 4) $	Detail of Rate Making Adjustments Exhibit 4,Schedule 2 Reference (6)
1	Labor	36,081,489	37,167,108	38,414,985	13,004	38,427,989	Page 1
2	Incentive Compensation	3,636,110	1,815,132	3,370,857	(1,174,127)	2,196,730	Page 4
3	Pension	(12,903)	12,835	20,493	-	20,493	
4	Pension Deferral Amortization	844,977	844,977	844,977	-	844,977	Page 6
5	OPEB	(1,393,016)	(1,594,605)	(791,873)	791,873	-	Page 7
6	Other Employee Benefits	6,974,756	6,603,495	8,036,006	-	8,036,006	
7	Outside Services	25,902,468	22,193,811	26,218,662	(174,239)	26,044,423	Page 8 & Page 25
8	Building Leases	2,431,098	1,115,439	1,749,244	(843,883)	905,361	Page 9
9	Other Rent and Leases	435,496	532,730	505,142	-	505,142	
10	Corporate Insurance	6,505,612	6,265,698	5,021,575	(987,610)	4,033,965	Page 10
11	Injuries and Damages	307,629	83,398	349,074	32,943	382,017	Page 11
12	Employee Expenses	1,057,284	1,974,603	1,094,169	(95,572)	998,597	Page 12
13	Company Memberships	720,490	585,310	671,741	(28,195)	643,546	Page 13
14	Utilities and Fuel Used in Company Operations	2,754,696	3,129,446	3,151,834	(823,312)	2,328,522	Page 14
15	Advertising	571,123	632,658	528,368	(36,764)	491,604	Page 15
16	Fleet & Other Clearing	6,401,041	7,349,288	8,439,801	-	8,439,801	
17	Materials & Supplies	7,100,602	7,173,526	6,675,962	(13,551)	6,662,411	Page 16
18	Other O&M	1,182,677	719,242	1,097,058	138,971	1,236,029	Page 17
19	PUC, OCA, OSBA Fees	1,973,553	2,534,562	2,390,935	159,189	2,550,124	Page 18
20	NCSC Expense	68,856,996	70,182,483	73,587,371	(1,570,837)	72,016,534	Page 19
21	NCSC OPEB costs Amortization	90,313	90,313	52,683	(52,683)	-	Page 23
22	Charitable and Civic Contributions	93	1,526	153	(153)	-	Page 24
23	Rate Case Expense	-	-	-	1,008,000	1,008,000	Page 25
24	Uncollectible Accounts	8,362,018	5,461,979	5,033,776	3,358,968	8,392,744	Page 26
25	Uncollectible Accounts -Unbundled-gas	785,026	1,648,221	2,098,223	(931,897)	1,166,326	Page 26
26	COVID-19 Deferral	(2,060,776)	219,988	-	-	-	
27	COVID-19 Amortization	-	1,022,862	742,070	(33,979)	708,091	Page 29
28	Total USP Rider	27,633,359	41,194,927	38,891,357	(2,397,898)	36,493,459	Page 30
29	Interest on Customer Deposits	-	-	-	302,637	302,637	Page 31
30	**Total Operation and Maintenance Expense**	207,142,211	218,960,952	228,194,643	(3,359,114)	224,835,529	

Columbia Gas of Pennsylvania, Inc.
Adjustment to Labor
Twelve Months Ended November 30, 2023

Line No.	Description	Reference	Amount $ (1)	Adjustment $ (2)
1	Normal Labor Pay Per Books	Exh. 4, Sch. 2, Pg. 3, Ln. 6	66,681,164	
2	Annualized Labor at 11/30/23	Exh. 4, Sch. 2, Pg. 2, Ln. 5	66,717,874	
3	Annualized Gross Payroll Adjustment	Ln 2 - Ln 1		36,710
4	HTY O&M Labor Percentage	Exh. 4, Sch. 2, Pg. 5, Ln. 7		51.48%
5	Annualization Adjustment to Labor O&M	Ln 3 x Ln 4		18,898
6	Lobbying Adjustment			(5,894)
7	Total Labor Adjustment	Ln 5 + Ln 6		13,004

Columbia Gas of Pennsylvania, Inc.
Annualized Labor
Twelve Months Ended November 30, 2023

Line No.	Description	Employees	Amount $
		(1)	(2)
1	Total Clerical Labor	90	6,790,030
2	Total Exempt Labor	178	19,312,208
3	Total Manual - Non-Union	18	1,648,608
4	Total Manual - Union	442	38,967,028
5	Total Active Annualized Labor	728	66,717,874

Columbia Gas of Pennsylvania, Inc.
Gross Payroll - Overtime and Premium Pay
Twelve Months Ended November 30, 2023

Line No.	Description	Amount $ (1)
1	Base Hours (1)	1,549,468
2	Overtime Hours (1)	81,546
3	Premium Hours (1)	17,863
4	Other Hours (1)	1,731
5	Total Hours (1)	1,650,609
6	Normal Pay (1)	66,681,164
7	Premium Pay (1)	269,789
8	Overtime Pay (1)	5,169,142
9	Other Pay (1)	502,311
10	Affiliate (2)	936,374
11	Total Payroll Dollars	73,558,780

(1) From Earnings Balance Report provided by Payroll Department.
(2) See Exhibit 4, Schedule 2, Page 5, Line 4

Columbia Gas of Pennsylvania, Inc.
Incentive Compensation Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference	Amount $ (1)	Adjustment $ (2)
1	Incentive Compensation per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 2		3,370,857
2	Incentive Compensation Paid in 2023		4,267,188	
3	HTY O&M Labor Percentage	Exh. 4, Sch. 2, Pg. 5, Ln. 7	51.48%	
4	Incentive Compensation Paid included in O&M	Ln 2 x Ln 3		2,196,730
5	Total Adjustment	Ln 4 - Ln 1		(1,174,127)

Columbia Gas of Pennsylvania, Inc.
HTY O&M Labor Percentage
Twelve Months Ended November 30, 2023

Line No.	Description	Historic Test Period Per Books	HTY O&M Percentage
		$	%
		(1)	(2)
	Labor		
1	O&M Expense	41,785,842	**51.48%**
2	CWIP	36,653,798	45.16%
3	RWIP	1,378,591	1.70%
4	Intercompany	936,374	1.15%
5	Other	415,158	0.51%
6	Total Gross Labor	**81,169,763**	100.00%
7	HTY O&M Labor Percentage - (Ln 1 / Ln 6)	51.48%	**51.48%**

Columbia Gas of Pennsylvania, Inc.
Prepaid Pension Amortization Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference		Amount $ (1)	Adjustment $ (2)
1	Pension Deferral Amortization HTY Expense per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 4			844,977
2	Deferred Pension Prepayment Amount	Docket No. R-2018-2647577	1_/	8,449,772	
3	Amortized over 10 years Per the Order			10	
4	Annual Amortization Expense per Final Order	Ln 2 / Ln 3		844,977	844,977
5	Adjustment	Ln 4 - Ln 1			-

1_/ The last month for amortizing these costs is November, 2028, at that time the regulatory asset for Prepaid Pension Expense will become fully amortized.

Columbia Gas of Pennsylvania, Inc.
OPEB Expense Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference	Amount $ (1)
1	OPEB Credit per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 5	(791,873)
2	OPEB Credit per Books - Adjustment to Remove	Docket No. R-2012-2321748	791,873
3	Adjusted	Ln 1 + Ln 2	-

Columbia Gas of Pennsylvania, Inc.
Outside Services Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference		Amount $ (1)
1	Outside Services Per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 7		26,218,662
2	Lobbying Adjustment (Consulting)			(140,502)
3	RP1162 Public Awareness (Moved to Advertising)			(18,131)
4	Adjusted Outside Services Expense		1_/	26,060,029

1_/ Also See Exhibit 4, Schedule 2, Page 25 for an additional adjustment to Outside Services.

Columbia Gas of Pennsylvania, Inc.
Building Leases Adjustment
Twelve Months Ended November 30, 2023

Line No.	Lease Number	Type of Property	Adjustment $
1		Total Building Lease expense per Books (Exh. 4, Sch. 1, Pg. 2, Ln. 8)	1,749,244

			Annual							
			Rental (1)	J/E Reclass (2)	CAM Charges (3)	Charged to Other Comp. (4)	Charged to A/C 107 (5)	Net Rental (6=1+2-3-4-5)	Property Tax (7)	Net Rental + Property Tax (8=6+7)
2		Building Leases	$	$	$	$	$	$	$	$
3	B223	Woodland Ave	42,000	-		-	-	42,000	-	42,000
4	B255	Charleroi Operating Center	33,630	-	-	2,926	6,141	24,563	11,684	36,247
5	B257	Gettysburg Fire Training	13,251	-	-	-	5,963	7,288	-	7,288
6	B268	CPA Headquarters (Canonsburg)	706,948	-	-	392,922	47,104	266,922	-	266,922
7	B269	Greencastle MOD	31,355	-	-	12,614	2,249	16,492	-	16,492
8	B270	Harrisburg Office	36,212	-	-	27,855	3,761	4,597	-	4,597
9	B271	Neville Island	48,024	-	-	-	22,091	25,933	-	25,933
10	B279/B273	York Operating Center	731,222	-	-	120,213	293,284	317,725	-	317,725
11	B282/B260	New Castle MOD	276,000	-	-	23,626	105,997	146,377	-	146,377
12	B283	South Pittsburgh Construction Office	53,302	-	-	6,897	38,516	7,889	-	7,889
13	B284	Horning Road Construction Services MOD	76,800	-	-	-	36,864	39,936	-	39,936
14	B294	Canonsburg Storage	6,000	-	-	-	-	6,000	-	6,000
15	B295	McNeilly Road	22,800	-	-	-	-	22,800	-	22,800
16	B297	Somerset MOD	40,704	-	-	9,044	7,282	24,378	-	24,378
17	B631/B250	Washington Parking (Old and New)	19,800	-	-	-	-	19,800	-	19,800
18	B258	Hanover PA Mod Site	-	-	-	395	-	(395)	-	(395)
19	B259	Jeannette Mod Site Grnsbrg PA	-	-	-	40,510	-	(40,510)	-	(40,510)
20	B263	State College PA Mod Site	-	-	-	2,798	-	(2,798)	-	(2,798)
21	B266	Alpine Point Operating Center	-	-	-	28,644	-	(28,644)	-	(28,644)
22	B275	Washington PA Op Ctr-CPA	-	-	-	1,999	-	(1,999)	-	(1,999)
23	B261	Monaca PA Operating Center	-	-	-	4,677	-	(4,677)	-	(4,677)
24		Total Historic Test Year Building Lease and Property Taxes	**2,138,048**	**-**	**-**	**675,118**	**569,252**	**893,677**	**11,684**	**905,361**

25		Total Building Lease Adjustment (Ln 24 less Ln 1)	(843,883)

Columbia Gas of Pennsylvania, Inc.
Corporate Insurance Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Per Books $ (1)	Premiums 2023/2024 Premiums $ (2)	Adjustment $ (3 = 2 - 1)
1	Total Account 924 Property Insurance	285,545	251,712	(33,833)
2	Total Account 925 Casuality Liability Premiums	4,857,351	5,402,671	545,320
3	Account 925 Casuality Liability Transferred to Capital	(1,464,411)	(2,647,309) 1/	(1,182,898)
4	Expense Account 925 Casuality Liability	3,392,940	2,755,362	(637,577)
5	Total Account 925 Other Misc Insurance Premiums	965,333	798,836	(166,497)
6	Total Account 925 Workers' Compensation Premiums	431,831	401,951	(29,880)
7	Account 925 Workers' Compensation Transferred to Capital	(237,307)	(286,873) 2/	(49,566)
8	Expense Account 925 Workers' Compensation	194,525	115,079	(79,446)
9	Total Account 926 Medical Stop Loss Premiums	226,961	219,458	(7,503)
10	Account 926 Medical Stop Loss Transferred to Capital	(43,729)	(106,482) 3/	(62,753)
11	Expense Account 926 Medical Stop Loss	183,232	112,976	(70,256)
12	Total Corporate Insurance (Line 1 + Line 4 + Line 5 + Line 8 + Line 11)	**5,021,575**	**4,033,965**	**(987,610)**

1_/ The Casuality Liability Transferred to Capital is calculated utilizing actual January 2024 capitalization rate.
2_/ The Workers Comp. Transferred to Capital is calculated utilizing actual January 2024 capitalization rate.
3_/ The Medical Stop Loss Transferred to Capital is calculated based on HTY O&M Labor Percentage from Exhibit 4, Schedule 2, Page 5.

Columbia Gas of Pennsylvania, Inc.
Injuries & Damages Adjustment
Twelve Months Ended November 30, 2023

Line No.	Year	Reference	Adjustment $
1	Total Injuries and Damages Accrual per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 11	349,074

		Injuries & Damages Dollars $ (1)	Average GDPIPD [1] (2)	GDPIPD [1] 2023 (3)	Injuries & Damages 2018-2023 $ (4)	
2	12/22-11/23	367,013	1.222629048	1	367,013	
3	12/21-11/22	322,404	1.17965481	0.96485096	334,149	
4	12/20-11/21	206,698	1.101852665	0.901215840	229,355	
5	12/19-11/20	441,144	1.053659187	0.861797934	511,888	
6	12/18-11/19	397,834	1.040036024	0.850655418	467,680	
7	Total	1,735,094			1,910,086	
8	5 Year Average	347,019			382,017	382,017
9	Total Injuries and Damages Adjustment		(Ln 8 - Ln 1)			32,943

[1] Source: Source for GDPIPD Index is IHS Global Insight as of January 2024.
Reflects the annual percentage rates of growth reported for the GDP Implicit Price Deflator, or Gross Domestic Product Implicit Price Deflator (GDPIPD)

Columbia Gas of Pennsylvania, Inc.
Employee Expenses Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference	Amount $ (1)
1	Employee Expenses Per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 12	1,094,169
2	Non-Recurring Employee Expenses - Adjustment to Remove		(95,572)
3	Adjusted Employee Expenses Expense	Ln 1 + Ln 2	998,597

Columbia Gas of Pennsylvania, Inc.
Company Memberships - Industrial and Civic Associations Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference	Per Books Amount $ (1)	Ratemaking Adjustments $ (2)	Lobbying Adjustment % (3)	Total Lobbying Adjustments $ (4)
1	INDUSTRIAL ASSOCIATIONS					
2	AFRICAN AMERICAN CHAMBER OF		5,000			-
3	ALLEGHENY CONFERENCE ON		75,000			-
4	AMERICAN GAS ASSOCIATION - 1st Quarter Dues 2023		89,841		3.4% 1_/	(3,055)
5	AMERICAN GAS ASSOCIATION - 2nd Quarter Dues 2023		89,841		3.4% 1_/	(3,055)
6	AMERICAN GAS ASSOCIATION - 3rd Quarter Dues 2023		89,841		3.4% 1_/	(3,055)
7	AMERICAN GAS ASSOCIATION - 4th Quarter Dues 2023		-	89,841	3.4% 1_/	(3,055)
8	AMERICAN GAS ASSOCIATION - 4th Quarter Dues 2022 - Booked in December 2022		86,071	(86,071) 2_/		
9	COMMON GROUND ALLIANCE		2,004			-
10	ENERGY ASSOC OF PA		108,230		3.0% 1_/	(3,247)
11	FAYETTE CHAMBER OF COMMERCE INC		560			-
12	MARYLAND CHAMBER OF COMMERCE, INC.		2,800			-
13	MARYLAND COALITION FOR INCLUSIVE ENERGY		20,000			-
14	MD-DC UTILITIES ASSOCIATION		1,200			-
15	MON VALLEY REGIONAL CHAMBER		368			-
16	NORTHEAST GAS ASSOCIATION		10,417			-
17	PENNSYLVANIA CHAMBER OF		33,000		50.0% 1_/	(16,500)
18	PITTSBURGH REGION CLEAN CITIES INC		1,000			-
19	PITTSBURGH WORKS TOGETHER, INC.		50,000			-
20	SOUTHERN GAS ASSOCIATION		5,540			-
21	WASHINGTON COUNTY CHAMBER OF COMMERCE		605			-
22	WESTMORELAND CHAMBER OF COMMERC		424			-
23	Total Industrial Organizations		671,741	3,770		(31,965)
24	Total Company Memberships Per Books	Ex. 4, Sch. 1, Pg. 2, Ln. 13	671,741			
25	Total Adjustment for Company Memberships		**(28,195)**			
26	Adjusted Company Memberships HTY November 30, 2023	Line 24 + Line 25		643,546		

1_/ These adjustment remove portions of invoices identified as lobbying expense.
2_/ Annualization of AGA Dues. Removal of 4th Quarter 2022 dues that were booked in December 2022

Columbia Gas of Pennsylvania, Inc.
Utilities and Fuel Used in Company Operations Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference	Amount $ (1)
1	Utilities and Fuel Used in Company Operations Per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 14	3,151,834
2	Fuel Used in Company Operations - Amount to Remove	Exh. 2, Sch. 3, Pg. 3, Ln. 17	(823,312)
3	Normalized Expense		2,328,522

Columbia Gas of Pennsylvania, Inc.
Advertising Adjustment
Twelve Months Ended November 30, 2023

Line No.		Period Ending 11/30/23 $ (1)
	NEWSPAPER	
1	a. Public Health & Safety	0
2	b. Conservation	0
3	c. Educational Billing, Rates, Supply, etc.	0
4	d. Institutional Programs	0
5	e. Other Advertising Programs	18,708
6	Total Newspaper Advertising Expense	18,708
	TELEVISION	
7	a. Public Health & Safety	31,749
8	b. Conservation	0
9	c. Educational Billing, Rates, Supply, etc.	103,181
10	d. Institutional Programs	22,500
11	e. Other Advertising Programs	0
12	Total Television Advertising Expense	157,430
	RADIO	
13	a. Public Health & Safety	29,304
14	b. Conservation	0
15	c. Educational Billing, Rates, Supply, etc.	10,250
16	d. Institutional Programs	45,900
17	e. Other Advertising Programs	0
18	Total Radio Advertsing Expense	85,454
	DIGITAL / SOCIAL MEDIA	
19	a. Public Health & Safety	5,250
20	b. Conservation	0
21	c. Educational Billing, Rates, Supply, etc.	87,722
22	d. Institutional Programs	0
23	e. Other Advertising Programs	0
24	Total Radio Advertsing Expense	92,972
	MAGAZINES & MISCELLANEOUS	
25	a. Public Health & Safety	46,978
26	b. Conservation	0
27	c. Educational Billing, Rates, Supply, etc.	81,874
28	d. Institutional Programs	62,755
29	e. Other Advertising Programs	76,588
30	Total Mag. & Misc. Advertising Expense	268,195
31	Advertising Expense	527,463
32	Misclassified Items	905
33	Total Per Books Advertising Expense	**528,368**
34	RP1162 - Public Awareness Advertising Expense moved from Outside Services, Material & Supplies, and Other O&M	95,296
35	Misclassified Items	(905)
36	Total Miscellaneous Adjustments	**94,391**
37	**Adjustments for Non-Recoverable Advertising**	**(131,155)**
38	Normalized Expense (Line 33 + Line 36 + Line 37)	491,604

Columbia Gas of Pennsylvania, Inc.
Materials & Supplies Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference	Amount $ (1)
1	Materials & Supplies Per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 17	6,675,962
2	Lobbying Adjustment - Office Supplies & Other		(5,744)
3	RP1162 Public Awareness (Moved to Advertising)		(7,807)
4	Normalized Expense	Ln 1 + Ln 2 + Ln 3	6,662,411

Columbia Gas of Pennsylvania, Inc.
CPA Other O&M Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference	Amount $ (1)
1	Non-reccuring adjustment		208,329
2	RP1162 Public Awareness (Moved to Advertising)		(69,358)
3	Total Adjustments for Other O&M	Ln 1 + Ln 2	138,971

Columbia Gas of Pennsylvania, Inc.
PUC, OCA, OSBA Fees Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference	Amount (1) $
1	PUC, OCA, OSBA HTY Level Expense per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 19	2,390,935
2	Invoice - September 8, 2023		2,550,124
3	Adjustment	Ln 2 - Ln 1	159,189

Columbia Gas of Pennsylvania, Inc.
NiSource Corporate Services Company
Twelve Months Ended November 30, 2023
Summary of Adjustments

Line No.	Description	Reference	Amount $ (1)	Amount $ (2)	Total NCSC $ (3)
1	Gross Charges - Historic Test Year		123,054,980		
2	Amounts Transferred to Balance Sheet and Non-utility Expense		(49,467,610)		
3	Net Amount Included in O&M Costs Per Books	Ln 1 + Ln 2			73,587,371
4	Short-term Incentive Compensation Test Year Adjustment	Exh. 4, Sch. 2, Pg. 20, Ln. 5			(1,330,836)
5	Historic Test Year Labor and Benefit Adjustment	Exh. 4, Sch. 2, Pg. 21, Ln. 15			120,470
6	Adjustments for Non-Recoverable Items:				
7	Lobbying Charges		(32,711)		
8	Advertising		(25,474)		
9	Dues and Memberships		(38,458)		
10	Other Non-Recoverable Charges		(220,990)		
11	Total Non-Recoverable Items Adjustment	Ln 7 + Ln 8 + Ln 9 + Ln 10			(317,634)
12	Adjustments for Non-Recurring Items:				
13	Charitable Contributions		(42,837)		
14	Total Non-Recurring Items Adjustment				(42,837)
15	Normalized Test Year Per Books	Ln 3 + Ln 4 + Ln 5 + Ln 11+ Ln 14			72,016,534
16	Total NiSource Corporate Services	Ln 15 - Ln 3			(1,570,837)

Columbia Gas of Pennsylvania, Inc.
NiSource Corporate Services Company
Twelve Months Ended November 30, 2023
Short-Term Incentive Compensation Adjustment

Line No.	Description	Reference	NCSC - Total Accrued $ (1)	NCSC - CPA % of Total (2)	CPA Portion of Accrued $ (3)
1	Per Books Accrued Short-Term Incentive Compensation		44,301,479		6,657,999
2	Total Short-Term Incentive Compensation Paid in 2023		28,837,448	16.0260% 1_/	4,621,493
3	Gross Historic Test Year Adjustment	Ln 2 - Ln 1			(2,036,506)
4	Percentage of Labor charged to O&M	Exh. 4, Sch. 2, Pg. 22, Ln. 4			65.35%
5	Net Historic Test Year Adjustment	Ln 3 x Ln 4			(1,330,836)

1_/ CPA Percentage of Total NCSC is the November 2023 labor percent shown on Exhibit 4, Schedule 2, Page 21.

Columbia Gas of Pennsylvania, Inc.
NiSource Corporate Services Company
Twelve Months Ended November 30, 2023
Labor & Benefit Costs Annualized

Line No.	Description	Reference	Total NCSC Per Books 11/2023 (1)	November 2023 CPA % to NCSC (2)	CPA Portion (3)=(1) x (2)
	Labor Adjustment - Annualize Based on November 2023 Charges				
1	November 2023 Salary		18,719,872	16.0260%	3,000,049
2	November 2023 Payroll Taxes		1,479,774	16.0260%	237,149
3	November 2023 Benefits (w/o Pension & OPEB)		3,733,531	16.0260%	598,336
4	**Payroll & Benefit Costs Per Labor**				
5	Payroll Taxes Per Labor Cost	Ln 2 / Ln 1			7.90%
6	Benefits (w/o Pension & OPEB) Per Labor Cost	Ln 3 / Ln 1			19.94%
7	**Annualization Adjustments**				
8	Annualized Labor	Ln 1 x 12			36,000,588
9	Total Labor Per Books	Exh. 4, Sch. 2, Pg. 22, Ln. 1			35,856,396
10	Total Annualized Labor Adjustment	Ln 9 - Ln 8			144,192
11	Annualized Payroll Taxes Adjustment	Ln 10 x Ln 5			11,398
12	Annualized Benefit (w/o Pension & OPEB) Adjustment	Ln 10 x Ln 6			28,758
13	Total Gross Labor, Payroll Taxes & Benefit Adjustment	Ln 10 + Ln 11 + Ln 12			184,348
14	Percentage of Labor charged to O&M	Exh. 4, Sch. 2, Pg. 22, Ln. 4			65.35%
15	Total Net Labor, Payroll Taxes, & Benefits Net Adjustment	Ln 13 x Ln 14			120,470

Columbia Gas of Pennsylvania, Inc.
NiSource Corporate Services Company
Twelve Months Ended November 30, 2023
Calculate % of Labor Costs Charged to O&M

Line No.	Description	Reference	Total $ (1)
1	Test Year Labor Cost		35,856,396
2	Test Year Labor charged to O&M		23,431,789
3	Test Year Labor charged to Balance Sheet and Non-Utility Expense	Ln 1 - Ln 2	12,424,607
4	Percentage of Labor charged to O&M	Ln 2 / Ln 1	65.35%
5	Percentage of Labor charged to Balance Sheet and Non-Utility Expense	Ln 3 / Ln 1	34.65%

Columbia Gas of Pennsylvania, Inc.
NCSC OPEB Amortization
Twelve Months Ended November 30, 2023

Line No.	Description	Reference		Amount $ (1)	Adjustment $ (2)
1	NCSC OPEB Amortization HTY Expense per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 21			52,683
2	Deferred NCSC OPEB Related Costs	Docket No. R-2012-2321748	1_/	0	
3	Amortized over 10 years			10	
4	Annual Amortization	Ln 2 / Ln 3		-	0
5	Adjustment	Ln 4 - Ln 1			(52,683)

1_/ The last month for amortizing these costs was June 2023, at that time the regulatory asset for NCSC OPEB Expense became fully amortized.

Columbia Gas of Pennsylvania, Inc.
Charitable and Civic Contributions Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference	Amount $ (1)
1	Charitable and Civic Organizations per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 22	153
2	Charitable and Civic Organizations Adjustment		(153) 1_/
3	Total HTY Adjusted Charitable Contributions		0

1_/
Charitable Contributions are normally booked below the line in a non-utility account; this adjustment removes contributions that were inadvertently booked above the line.

Columbia Gas of Pennsylvania, Inc.
Rate Case Expense Normalization
Twelve Months Ended November 30, 2023

Line No.	Description	Reference	Amount $ (1)
	Adjustments to Remove Rate Case Expense for R-2022-3031211		
1	Outside Services		(15,606)
2	Total Removal of Rate Case Expense Per Books		**(15,606)**
	Adjustment to add in Normalized level of Rate Case Expense for Current Case		
3	Normalized Rate Case Expense	Exh. 104, Sch. 2, Pg. 14, Ln. 9	**1,008,000**

Columbia Gas of Pennsylvania, Inc.
Adjustment To Uncollectible Accounts Expense
Twelve Months Ended November 30, 2023

Line No.		12 Mos Ended 11/2021 $ (1)	12 Mos Ended 11/2022 $ (2)	12 Mos Ended 11/2023 $ (3)	3 Year Totals For Determining Average Write-off Rate $ (4)	12 Mos Ended 11/2023 Detail $ (5)	Adjustment $ (6)	Base Rate Uncoll (7)	Unbundled Uncoll $ (8)
1	**Normal DIS Charge-Offs Recovered Through Base Rates (Non CAP)**								
2	Total DIS Billed Revenue [1]	545,855,054	684,723,908	762,859,647	1,993,438,609				
3	CAP Revenue Included above (Pg. 28) [1]	26,971,918	41,634,814	45,968,137	114,574,869				
4	Adjusted DIS Billed Revenue (Ln 2 - Ln 3)	518,883,136	643,089,094	716,891,510	1,878,863,740				
5	Gross Charge-offs - Sales Acct.	11,694,203	13,329,090	12,600,651	37,623,944				
6	Gross Charge-offs - Choice Acct.	440,767	431,375	370,939	1,243,082				
7	Recoveries - Sales Acct.	(3,030,552)	(5,038,465)	(3,458,136)	(11,527,153)				
8	Recoveries - Choice Acct.	(108,174)	(76,842)	(91,509)	(276,525)				
9	Net Write-offs (Lns 5 through Lns 8)	8,996,244	8,645,159	9,421,945	27,063,348				
10	**Uncollectible Accounts 3 Year Average Write-off Rate (Ln 9 / Ln 4)**	0.0173377	0.0134432	0.0131428	**0.0144041**				
11	Total Annualized DIS Revenue					703,122,847			
12	Adjustments to Annualized Revenue:								
13	CAP Revenue Exh. 3, Sch. 1, Pg. 1, Ln. 25					39,487,676			
14	Annualized DIS Revenue adjusted (Ln 11 - Ln 13)					663,635,171			
15	Uncollectible Accounts Average Write-off Rate (Ln 10)					**0.0144041**			
16	Total Annualized DIS Uncollectible Accounts (Ln 14 * Ln 15)					9,559,070	**9,559,070**		
17	**Total Annualized Uncollectible Accounts (Ln 16)**						**9,559,070**	**8,392,744**	**1,166,326** [2]
18	Test Year Uncollectible Accounts Acct. 904-3250 (12 Months Ended November 30, 2023)						7,056,761		
19	Test Year Uncollectible Accounts Acct. 904-3252 (12 Months Ended November 30, 2023)						75,238		
20	Test Year Uncollectible Accounts - COVID-19 Deferrals Acct. 904-3654 (12 Months Ended November 30, 2023)						0		
21	Total Test Year Uncollectible (Ln 18 + Ln 19 + Line 20)						**7,131,999**	**5,033,776**	**2,098,223**
22	Total Uncollectible Adjustment (Ln 17 - Ln 21)						**2,427,071**	**3,358,968**	**(931,897)**

[1] Under the assumption that receivables are not written-off until 120 days past the billing date, revenues are shown for the 12 months Ending 7/2021, 7/2022 and 7/2023.
[2] The Proposed PGC Uncollectible Expense to be recovered as the Merchant Function Charge (MFC),(Exhibit 3, Page 10, Col 5, Line 18)

Columbia Gas of Pennsylvania, Inc.
Uncollectible Experience Factor by Class
Twelve Months Ended November 30, 2023

Line No.		12 Mos Ended 11/2021 $ (1)	12 Mos Ended 11/2022 $ (2)	12 Mos Ended 11/2023 $ (3)	Total / 3 Year Average Rate $ (4)
	Residential				
1	Total DIS Billed Revenue (Note 1)	449,212,174	556,244,465	619,259,139	1,624,715,779
2	CAP Revenue Included above	26,971,918	41,634,814	45,968,137	114,574,869
3	Adjusted DIS Billed Revenue (Ln 1 - Ln 2)	422,240,256	514,609,652	573,291,002	1,510,140,910
4	Gross Charge-offs (Ln 18 x Ln 23)	11,279,455	13,033,913	12,127,140	36,440,508
5	Recoveries (Ln 19 x Ln 23)	(2,917,446)	(4,845,219)	(3,318,563)	(11,081,228)
6	Net Write-offs (Ln 4 + Ln 5)	8,362,009	8,188,694	8,808,577	25,359,280
7	Residential Uncollectible Accounts Average Write-off Rate (Ln 6 / Ln 3)	0.0198039	0.0159124	0.0153649	**0.0167927**
	Commercial & Industrial				
8	Total DIS Billed Revenue (Note 1)	96,642,880	128,479,442	143,600,507	368,722,830
9	CAP Revenue Included above	0	0	0	0
10	Adjusted DIS Billed Revenue (Ln 8 - Ln 9)	96,642,880	128,479,442	143,600,507	368,722,830
11	Gross Charge-offs (Ln 18 - Ln 4)	855,515	726,552	844,450	2,426,518
12	Recoveries (Ln 19 - Ln 5)	(221,280)	(270,088)	(231,082)	(722,450)
13	Net Write-offs (Ln 11 + Ln 12)	634,235	456,465	613,368	1,704,068
14	C&I Uncollectible Accounts Average Write-off Rate (Ln 13 / Ln 10)	0.0065627	0.0035528	0.0042714	**0.0046215**
	Total				
15	Total DIS Billed Revenue (Ln 1 + Ln 8) (Note 1)	545,855,054	684,723,908	762,859,647	1,993,438,609
16	CAP Revenue Included above (Ln 2 + Ln 9)	26,971,918	41,634,814	45,968,137	114,574,869
17	Adjusted DIS Billed Revenue (Ln 15 - Ln 16)	518,883,136	643,089,094	716,891,510	1,878,863,740
18	Gross Charge-offs	12,134,970	13,760,465	12,971,590	38,867,026
19	Recoveries	(3,138,726)	(5,115,307)	(3,549,645)	(11,803,678)
20	Net Write-offs (Ln 18 + Ln 19)	8,996,244	8,645,159	9,421,945	27,063,348
21	Total Uncollectible Accounts Average Write-off Rate (Ln 20 / Ln 17)	0.0173377	0.0134432	0.0131428	**0.0144041** Exh. 4, Sch. 2, Pg. 26, Ln. 10
22	**Charge-off Percentages**				
		11/30/2021	11/30/2022	11/30/2023	
23	Residential	92.950%	94.720%	93.490%	
24	Commercial & Industrial	7.050%	5.290%	6.510%	

[1] - Under assumption that receivables are not written-off until 120 days past the billing date, revenues shown are for the 12 months Ending 7/2021, 7/2022 and 7/2023.

Columbia Gas of Pennsylvania, Inc.
CAP Revenue Per Books
Twelve Months Ended November 30, 2023

Line No.	Month	DTH Volumes	Total Billed Amount [1]
			$
1	Aug-20	30,343.9	674,675.66
2	Sep-20	35,356.0	734,741.60
3	Oct-20	74,912.6	968,573.70
4	Nov-20	162,863.4	1,754,248.51
5	Dec-20	328,580.8	3,073,776.75
6	Jan-21	480,807.8	4,252,881.03
7	Feb-21	504,785.3	4,581,974.93
8	Mar-21	419,782.9	4,518,140.09
9	Apr-21	234,659.1	2,853,952.84
10	May-21	160,927.9	1,663,940.32
11	Jun-21	75,835.6	1,119,654.67
12	Jul-21	38,905.9	775,357.77
13		2,547,761.2	26,971,917.87
1	Aug-21	32,303.5	712,236.44
2	Sep-21	33,718.2	726,012.41
3	Oct-21	50,125.0	1,012,152.02
4	Nov-21	165,510.2	2,713,904.46
5	Dec-21	382,585.6	5,453,429.91
6	Jan-22	463,663.5	7,060,716.10
7	Feb-22	565,648.8	8,049,845.04
8	Mar-22	411,102.7	6,420,961.45
9	Apr-22	314,885.1	4,687,410.43
10	May-22	171,028.6	2,628,045.12
11	Jun-22	57,060.7	1,235,337.54
12	Jul-22	37,153.4	934,762.87
13		2,684,785.3	41,634,813.79
1	Aug-22	32,784.9	846,901.80
2	Sep-22	34,688.4	865,667.95
3	Oct-22	99,480.3	1,900,659.76
4	Nov-22	188,506.1	3,604,394.71
5	Dec-22	380,971.8	6,858,292.27
6	Jan-23	462,627.4	8,503,266.87
7	Feb-23	408,172.1	7,870,744.26
8	Mar-23	347,892.6	6,408,309.77
9	Apr-23	266,737.2	4,356,125.03
10	May-23	152,365.9	2,466,168.72
11	Jun-23	60,169.1	1,295,474.81
12	Jul-23	38,276.4	992,131.07
13		2,472,672.2	45,968,137.02

[1] Includes demand cost

Columbia Gas of Pennsylvania, Inc.
COVID-19 Amortization Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference		Amount $ (1)	Adjustment $ (2)
1	COVID-19 Amortization HTY Expense per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 27			742,070
2	Deferred COVID-19 Amortization Expense	Docket No. R-2022-3031211	1_/	2,832,363	
3	Amortized over 4 years Per the Order			4	
4	Annual Amortization Expense per Final Order	Ln 2 / Ln 3		708,091	708,091
5	Adjustment	Ln 4 - Ln 1			(33,979)

1_/ The last month for amortizing these costs is December 2026, at that time the regulatory asset for COVID-19 Amortization Expense will become fully amortized.

Columbia Gas of Pennsylvania, Inc.
USP Rider Adjustment
Twelve Months Ended November 30, 2023

Line No.	Description	Reference		Total USP Rider Amount $ (1)
1	Total USP Rider HTY Expense Level per Books	Exh. 4, Sch. 1, Pg. 2, Ln. 28		38,891,357
2	Total USP Rider Proforma Historic Test Year	Exh. 3, Pg. 10, Col. 3, Ln. 18		36,493,459
3	Total Adjustment	Ln 2 - Ln 1	1_/	(2,397,898)

1_/ Certain specific customer programs are recovered through Rider USP and are not included in O&M.

Columbia Gas of Pennsylvania, Inc.
Interest on Customer Deposits
Twelve Months Ended November 30, 2023

Line No.	Description	Amount $ (1)	Reference
1	Average Customer Deposit Balance	4,323,385	Account 23500000
2	Interest rate to be applied in 2023	7.00%	Per 66 Pa. C.S. § 1404(6)(i)
3	Interest on Customer Deposits @ Current Rate	302,637	

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 III BALANCE SHEET AND OPERATING STATEMENT
E. GAS UTILITIES

34. Prepare a 3 column schedule of expenses, as described below for the following period

a. Col 3 - Test Year
b. Col 1 and 2 -the two previous years

Columbia Gas of Pennsylvania, Inc..
Statement of Rate Making Operations and Maintenance Expense by Cost Element
Twelve Months Ended November 30, 2021 and November 30, 2022 and November 30, 2023 before Normalization

	Twelve Months Ended			Increase/
Cost Element	November 30, 2021	November 30, 2022	November 30, 2023	(Decrease)
	(1)	(2)	(3)	(4=3-2)
	$	$	$	$
Labor	36,081,489	37,167,108	38,414,985	1,247,877
Incentive Compensation	3,636,110	1,815,132	3,370,857	1,555,725
Pension	(12,903)	12,835	20,493	7,658
Pension Deferral Amortization	844,977	844,977	844,977	0
OPEB	(1,393,016)	(1,594,605)	(791,873)	802,732
Other Employee Benefits	6,974,756	6,603,495	8,036,006	1,432,511
Outside Services	25,902,468	22,193,811	26,218,662	4,024,851
Building Leases	2,431,098	1,115,439	1,749,244	633,805
Other Rent and Leases	435,496	532,730	505,142	(27,588)
Corporate Insurance	6,505,612	6,265,698	5,021,575	(1,244,123)
Injuries and Damages	307,629	83,398	349,074	265,676
Employee Expenses	1,057,284	1,974,603	1,094,169	(880,434)
Company Memberships	720,490	585,310	671,741	86,431
Charitable and Civic Contributions	93	1,526	153	(1,373)
Utilities and Fuel Used in Company Operations	2,754,696	3,129,446	3,151,834	22,388
Advertising	571,123	632,658	528,368	(104,290)
Fleet & Other Clearing	6,401,041	7,349,288	8,439,801	1,090,513
Materials & Supplies	7,100,602	7,173,526	6,675,962	(497,564)
Other O&M	1,182,677	719,242	1,097,058	377,816
PUC, OCA, OSBA Fees	1,973,553	2,534,562	2,390,935	(143,627)
NCSC Expense	68,856,996	70,182,483	73,587,371	3,404,888
Amortization	90,313	90,313	52,683	(37,630)
Uncollectible Accounts	9,147,044	7,110,200	7,131,999	21,799
COVID-19 Deferral	(2,060,776)	219,988	-	(219,988)
COVID-19 Amortization	-	1,022,862	742,070	(280,791)
Total USP Rider	27,633,359	41,194,927	38,891,357	(2,303,570)
Total O&M	207,142,211	218,960,952	228,194,643	9,233,692

Columbia Gas of Pennsylvania, Inc..
Rate Making Operation and Maintenance Expense by Cost Element
Difference By Cost Element Twelve Months Ended November 30, 2022 and November 30, 2023 before Normalization

Cost Element		Increase/ (Decrease) $
Labor	The cost element includes Operation & Maintenance expenses for Pennsylvania employees. The increase is primarily due to customer records collection expense, meter and house regulator expense, and mains maintenance exepnses, partially offset by a decrease in mains and services expenses.	1,247,877
Incentive Compensation	The cost element includes the incentive compensation for employees. The increase is primarily due to accruing at an increased incentive level for 2023 vs. 2022	1,555,725
Pension	The cost element includes pension costs. The increase is immaterial.	7,658
Pension Deferral Amortization	The cost element includes amortization expense for pension and OPEB. No change.	-
OPEB	The cost element includes OPEB benefit costs. The increase is primarily due to increased costs based on medical OPEB costs.	802,732
Other Employee Benefits	The cost element includes benefit costs for medical, dental, pension, life insurance, LTD and thrift plan. The increase is primarily due to the increase in active medical costs, prescriptions, and 401K plan costs.	1,432,511
Outside Services	The cost element includes charges for outside services for operation and maintenance expense. The increase is primarily due to increased cross bore services, paving and restoration services and right of way clearing, offset by a decrease in reconnect services.	4,024,851
Building Leases	The cost element includes rent for buildings used by Pennsylvania employees, such as CPA headquarters and operating centers.	633,805
Other Rent and Leases	The cost element includes rent for furniture and equipment used by Pennsylvania employees. The decrease is primarily due to decrease in other office equipment and furniture leases.	(27,588)
Corporate Insurance	The cost element includes property, liability, officer and director and other corporate insurance policies. The decrease is primarily due to decreased insurance expense.	(1,244,123)
Injuries and Damages	The cost element includes injury and damages claims expenses. The increase is due to an increase in injury and damages claims.	265,676
Employee Expenses	The cost element includes employee travel and expenses, meals, meetings, employee awards, relocation expense and professional dues. The decrease is primarily due to decreases in employee awards and safety uniforms.	(880,434)
Company Memberships	The cost element includes industry association and social organization memberships. The increase is primarily due to increased industry association expenses.	86,431
Subtotal		7,905,121

Columbia Gas of Pennsylvania, Inc..
Rate Making Operation and Maintenance Expense by Cost Element
Difference By Cost Element Twelve Months Ended November 30, 2022 and November 30, 2023 before Normalization

Cost Element		Increase/ (Decrease) $
Charitable and Civic Contributions	The cost element includes charitable and civic contributions. The decrease is immaterial.	(1,373)
Utilities and Fuel Used in Company Operations	The cost element includes utilities and fuel used in company operations. The increase is primarily related to increased company use gas, and gas left on for connection costs.	22,388
Advertising	This cost element includes general advertising expenses, communications and customer information. The decrease is primarily due to a decrease in consulting services, pipeline safety costs, and environmental compliance services, offset by an increase in communication strategy services.	(104,290)
Fleet & Other Clearing	This cost element includes auto, truck and general tool clearing. The increase is primarily due to increased truck and tool costs.	1,090,513
Materials & Supplies	This cost element includes materials and supplies. The decrease is primarily due to security equipment.	(497,564)
Other O&M	The increase in other O&M is primarily due to increases in non-reportable damages and contributions in aid of construction, offset by decreased severance related to NiSource Next initiatives.	377,816
PUC OCA, OSBA Fees	The cost element includes commission fees, consumer advocate fees, and office of small business advocate fees. The decrease is primarily due to decreased PUC fees	(143,627)
NCSC Expense	The cost element includes labor and expenses billed by NiSource Corporate Services. Please see Exhibit No.4, Schedule 11 for additional explanation of charges.	3,404,888
Amortization	This cost element currently includes OPEB amortization. The decrease is due to decreased amortization related to OPEB.	(37,630)
Uncollectible Accounts	The cost element includes charges for the uncollectible accounts accrual, and CAP expected pay charge offs. The increase is primarily due to increases in CAP expected pay charge off expense.	21,799
COVID-19 Deferral	The cost element includes incremental bad debt expense deferral. It is no longer being used in 2023 and will continue to carry a zero-dollar balance.	(219,988)
COVID-19 Amortization	This cost element includes amortization costs for uncollectible accounts expense related to COVID-19. The decrease is due to decreased bad debt related to COVID-19.	(280,791)
Total USP Rider	The decrease is primarily due to a decrease in gas costs and a decrease in customers utilizing the CAP program.	(2,303,570)
Subtotal		1,328,571
Total O&M		9,233,692

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. ALL UTILITIES

20. Supply detailed calculations of amortization of rate case expense, including supporting data for outside services rendered. Provide the items comprising the rate case expense claim (include the actual billings or invoices in support of each kind of rate case expense), the items comprising the actual expenses of prior rate cases and the unamortized balances.

Response: See Exhibit No. 104 Schedule 2 for adjustments to Operations and Maintenance expenses for the anticipated detailed costs of this current rate case presentation.

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. All UTILITIES

21. Submit detailed computation of adjustments to operating expenses for salary, wage and fringe benefit increases (union and non-union merit, progression, promotion and general) granted during the test year and six months subsequent to the test year. Supply data showing for the test year:

a. Actual payroll expense (regular and overtime separately) by categories of operating expenses, i.e., maintenance, operating transmission, distribution, other.

Twelve Months Ended November 30, 2023

	Operation	Maintenance	Total
	$	$	$
Other Gas Supply	0	0	**0**
Underground Storage	0	0	**0**
Transmission	0	0	**0**
Distribution	25,187,618	7,146,120	**32,333,738**
Customer Accounts	2,040,501	0	**2,040,501**
Customer Service & Informational	454,871	0	**454,871**
Sales Promotion	0	0	**0**
Administrative & General	6,956,732	0	**6,956,732**
Total Labor Charged to Expense	34,639,722	7,146,120	**41,785,842**

Neither the Uniform Systems of Accounts nor Company records distinguish between regular and overtime labor charged to functional accounts.

21. b. Date, percentage increase, and annual amount of each general payroll increase during the test year (please also refer to GAS-RR-28).

	Date Effective	Percent Increase	Estimated Annual Gross Amount
United Steelworkers of America - Local 7139-03	August 15, 2023	3.00%	$130,834
United Steelworkers of America - Local 13836-14	September 2, 2023	3.00%	$195,584
Utility Workers Union of America - Local 475	September 30, 2023	3.00%	$360,544
Utility Workers Union of America - Local 479	November 1, 2023	3.00%	$191,096
United Steelworkers of America - Local 1852-17	April 1, 2023	3.00%	$256,904
			$1,134,962

21. c. Dates and annual amounts of merit increase or management salary adjustments.

	Date Effective		Estimated Gross
Clerical	March 1, 2023	3.00%	$197,768
Exempt	March 1, 2023	3.00%	$562,492
Manual Non-Union	March 1, 2023	3.00%	$48,018
			$808,277

21. d. Total annual payroll Increases in the test year.

	Estimated Gross
Clerical	$197,768
Exempt	$562,492
Manual Non-Union	$48,018
Union	$1,134,962
	$1,943,239

21. e. Proof that the actual payroll plus the increases equal the payroll expense claimed in the supporting data (by categories of expenses).

Total Labor (includes incentive compensation & new employees) charged to Operating and Maintenance Expense

Per Books Twelve Months Ended November 30, 2023	$41,785,842
Adjustments (Exhibit No. 4)	($1,161,123)
Annualized November 30, 2023	$40,624,719
FTY Per Budget November 30, 2024	$39,519,000
Adjustments (Exhibit No. 104) FTY	$562,777
Annualized November 30, 2024	$40,081,777

FPFTY Per Budget December 31, 2025	$40,392,000
Adjustments (Exhibit No. 104) FPFTY	$397,431
Annualized December 31, 2025	$40,789,431

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. All UTILITIES

21 f. Detailed list of employee benefits and cost thereof for union and non-union personnel. Any specific benefits for executive and officers should also be included, and cost thereof.

Response: See Standard Data Request GAS-RR-024 for plan details and Exhibit No. 4, Schedule No. 1, Page 2 and Exhibit No. 104, Schedule 1, Page 2.

21 g. Support the annualized pension costs figures.
(i) State whether these figures included any unfunded pension costs. Explain.

(ii) Provide latest actuarial study used for determining pension accrual rates.

Response: See Exhibit No. 4, Schedule No. 6.

21 h. Submit a schedule showing any deferred income and consultant fee to corporate officers or employees.

Response: No consultant fees to corporate officers or employees are being claimed in this rate proceeding. Please see Table 21.h below for deferred income included in the historic test year.

Table 21 h.

Company	No. of Employees/ Officers	Total Deferred Income	CPA's Portion of Deferred Income
NCSC	0	$0	$0
CPA	0	$0	$0

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. All UTILITIES

21. Submit detailed computation of adjustments to operating expenses for salary, wage and fringe benefit increases (union and non-union merit, progression, promotion and general) granted during the test year and six months subsequent to the test year. Supply data showing for the test year:

21 g. Support the annualized pension costs figures.

(i) State whether these figures included any unfunded pension costs. Explain.

(ii) Provide latest actuarial study used for determining pension accrual rates.

Response: Pension actuarial studies are confidential and will be provided upon request after an appropriate protective agreement is executed.

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. All UTILITIES

21. Submit detailed computation of adjustments to operating expenses for salary, wage and fringe benefit increases (union and non-union merit, progression, promotion and general) granted during the test year and six months subsequent to the test year. Supply data showing for the test year:

21 g. Support the annualized pension costs figures.

(i) State whether these figures included any unfunded pension costs. Explain.

(ii) Provide latest actuarial study used for determining pension accrual rates.

Response:

Other Post-Employment Benefits (OPEB) actuarial studies are confidential and will be provided upon request after an appropriate protective agreement is executed.

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. All UTILITIES

25. Submit details of expenditures for advertising (National and Institutional and Local media). Provide a schedule of advertising expense by major media categories for the test year and the prior two comparable years with respect to:

    a. Public health and safety

    b. Conservation of energy

    c. Explanation of Billing Practices, Rates, etc.

    d. Provision of factual and objective data programs in educational institutions

    e. Other advertising programs

    f. Total advertising expense

Response:

For a schedule of advertising expense by major media categories for the twelve months ended November 30, 2023, 2022, and 2021, see Page 2.

COLUMBIA GAS OF PENNSYLVANIA, INC
ADVERTISING SUMMARY

Line No.		Period Ending 11/30/23 $	Period Ending 11/30/22 $	Period Ending 11/30/21 $
	NEWSPAPER			
1	a. Public Health & Safety	0	0	0
2	b. Conservation	0	0	0
3	c. Educational Billing, Rates, Supply, etc.	0	0	0
4	d. Institutional Programs	0	0	0
5	e. Other Advertising Programs	18,708	557	0
6	Total Newspaper Advertising Expense	18,708	557	0
7				
8	**TELEVISION**			
9	a. Public Health & Safety	31,749	36,869	28,195
10	b. Conservation	0	0	0
11	c. Educational Billing, Rates, Supply, etc.	103,181	133,668	141,490
12	d. Institutional Programs	22,500	0	25,299
13	e. Other Advertising Programs	0	0	0
14	Total Television Advertising Expense	157,430	170,537	194,983
15				
16	**RADIO**			
17	a. Public Health & Safety	29,304	47,150	37,864
18	b. Conservation	0	0	0
19	c. Educational Billing, Rates, Supply, etc.	10,250	11,724	36,885
20	d. Institutional Programs	45,900	82,864	73,489
21	e. Other Advertising Programs	0	0	0
22	Total Radio Advertising Expense	85,454	141,738	148,238
23				
24	**DIGITAL / SOCIAL MEDIA**			
25	a. Public Health & Safety	5,250	4,000	0
26	b. Conservation	0	0	0
27	c. Educational Billing, Rates, Supply, etc.	87,722	99,565	0
28	d. Institutional Programs	0	13,251	0
29	e. Other Advertising Programs	0	0	0
30	Total Radio Advertsing Expense	92,972	116,815	0
31				
32	**MAGAZINES & MISCELLANEOUS**			
33	a. Public Health & Safety	46,978	53,419	87,291
34	b. Conservation	0	0	0
35	c. Educational Billing, Rates, Supply, etc.	81,874	100,009	67,570
36	d. Institutional Programs	62,755	47,243	73,041
37	e. Other Advertising Programs	76,588	0	0
38	Total Mag. & Misc. Advertising Expense	268,195	200,671	227,902
39				
40	Advertising Expense	527,463	632,658	0
41	Misclassified Items	905	990	0
42	Per Books Advertising Expense	528,368	633,648	571,123
43				
44	RP1162 - Public Awareness Advertising Expense moved from Outside Services, Material & Supplies, and Other O&M	95,296	56,112	0
45	Misclassified Items	(905)	(990)	0
46	Total Miscellaneous Adjustments	**94,391**	**55,122**	**0**
47				
48	Adjustments for non recoverable advertising	(131,155)	(130,108)	(171,829)
49				
50	Normalized Expense	491,604	558,662	399,294

COLUMBIA GAS OF PENNSYLVANIA, INC
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. ALL UTILITIES

29. Submit details of information covering research and development expenditures, including major projects within the company and forecasted company programs.

Response:

The historic test year and future test year do not include any expenses related to research and development expenditures. The FPFTY includes $54,000 for Hydrogen research and development as shown in Exhibit No. 104, Schedule No. 2, Page 18. For further information please refer to Company witness Paloney, Statement No. 9.

COLUMBIA GAS OF PENNSYLVANIA, INC.
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. ALL UTILITIES

33. Provide a labor productivity schedule.

Response:

Columbia does not conduct productivity analysis for year over year comparison purposes. The data below provides expensed Columbia labor, distribution maintenance expense, and utility plant on a per customer basis for the calendar years 2014 through 2023 and per books 12 months ended November 2023. Functional areas have moved between operating company employees and NiSource Corporate Services employees during the periods shown on the table below; these movements may affect the per customer values as shown.

CPA Labor Productivity
11/30/2023

($Thousands)	Dec-14	Dec-15	Dec-16	Dec-17
Labor Charged to Expense	$ 27,562	$ 27,865	$ 29,654	$ 32,536
Distribution Maintenance Expense	$ 18,083	$ 20,753	$ 21,313	$ 23,198
Utility Plant	$ 1,607,701	$ 1,789,489	$ 2,001,699	$ 2,252,669
Customers	$ 421,732	$ 425,853	$ 426,248	$ 429,847
Rate Per Customer				
Labor Charged to Expense	$ 0.07	$ 0.07	$ 0.07	$ 0.08
Distribution Maintenance Expense	$ 0.04	$ 0.05	$ 0.05	$ 0.05
Utility Plant	$ 3.81	$ 4.20	$ 4.70	$ 5.24

($Thousands)	Dec-18	Dec-19	Dec-20	Dec-21
Labor Charged to Expense	$ 33,836	$ 37,717	$ 38,430	$ 38,426
Distribution Maintenance Expense	$ 18,582	$ 20,209	$ 22,450	$ 23,734
Utility Plant	$ 2,484,616	$ 2,801,249	$ 3,314,135	$ 3,393,873
Customers	$ 433,187	$ 436,595	$ 440,651	$ 442,685
Rate Per Customer				
Labor Charged to Expense	$ 0.08	$ 0.09	$ 0.09	$ 0.09
Distribution Maintenance Expense	$ 0.04	$ 0.05	$ 0.05	$ 0.05
Utility Plant	$ 5.74	$ 6.42	$ 7.52	$ 7.67

($Thousands)	Dec-22	Nov-23
Labor Charged to Expense	$ 39,781	$ 41,786
Distribution Maintenance Expense	$ 22,063	$ 21,792
Utility Plant	$ 3,728,696	$ 4,097,942
Customers	$ 445,149	$ 444,606
Rate Per Customer		
Labor Charged to Expense	$ 0.09	$ 0.09
Distribution Maintenance Expense	$ 0.05	$ 0.05
Utility Plant	$ 8.38	$ 9.22

Note: Totals may not sum or reconcile due to rounding

COLUMBIA GAS OF PENNSYLVANIA, INC
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. ALL UTILITIES

22 Supply an exhibit showing an analysis, by functional accounts, of the charges by affiliates (Service Corporations, etc.) for services rendered included in the operating expenses of the filing company for the test year and for the 12-month period ended prior to the test year:

a. Supply a copy of contracts, if applicable.

b. Explain the nature of the services provided.

c. Explain basis on which charges are made.

d. If charges allocated, identify allocation factors used.

e. Supply the components and amounts comprising the expense in this account.

f. Provide details of initial source of charge and reason thereof.

Response:

a. Attachment No.1, Summary of Affiliate Charge Agreements Schedule provides a list of the various contracts, and Attachments A through M contain the contract copies.

b. The contracts describe the nature of the services provided by and/or to Columbia Gas of Pennsylvania (CPA). The largest supplier of services, NiSource Corporate Services Company (NCSC), has service descriptions in Appendix A of Attachment B (NCSC Service Agreement).

The nature of services provided is also defined by the FERC account descriptions in Attachments 2 and 3.

c. The contracts describe the basis on which charges are made to CPA. Below is a description of the bases used to allocate NCSC charges:

BASIS 1
GROSS FIXED ASSETS AND TOTAL OPERATING EXPENSES
Fifty percent of the total charges will be allocated on the basis of the relation of the affiliate's gross fixed assets to the total gross fixed assets of all benefited affiliates; the remaining 50% will be allocated on the basis of the relation of the affiliate's total operating expenses to the total operating expenses of all benefited affiliates. All companies may be included in this allocation.

BASIS 2
GROSS FIXED ASSETS
Charges will be allocated to each benefited affiliate on the basis of the relation of its total gross fixed assets to the sum of the total gross fixed assets of all benefited affiliates. All companies may be included in this allocation.

BASIS 3
NUMBER OF METERS SERVICED
Charges will be allocated to each benefited affiliate on the basis of the relation of its number of meters serviced to the total number of all meters serviced of the benefited affiliates. This allocation may only be used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, and Columbia Gas of Maryland.

BASIS 4
NUMBER OF ACCOUNTS PAYABLE INVOICES PROCESSED
Charges will be allocated to each benefited affiliate on the basis of the relation of its number of accounts payable invoices processed (interface invoices excluded) to the total number of all accounts payable invoices processed of the benefited affiliates. All companies may be included in this allocation.

BASIS 7
GROSS DEPRECIABLE PROPERTY AND TOTAL OPERATING EXPENSE
Fifty percent of the total charges will be allocated on the basis of the relation of the affiliate's total operating expenses to the total of all the benefited affiliates' total operating expense; the remaining 50% will be allocated on the basis of the relation of the affiliate's gross depreciable property to the gross depreciable property of all benefited affiliates. All companies may be included in this allocation.

BASIS 8
GROSS DEPRECIABLE PROPERTY

Charges will be allocated to each benefited affiliate on the basis of the relation of its total depreciable property to the sum of the total depreciable property of all benefited affiliates. All companies may be included in this allocation.

BASIS 9
AUTOMOBILE UNITS
Charges will be allocated to each benefited affiliate on the basis of the relation of its number of automobile units to the total number of all automobile units of the benefited affiliates. All companies may be included in this allocation.

BASIS 10
NUMBER OF RETAIL CUSTOMERS
Charges will be allocated to each benefited affiliate on the basis of the relation of its number of retail customers to the total number of all retail customers of the benefited affiliates. All companies may be included in this allocation.

BASIS 11
NUMBER OF REGULAR EMPLOYEES
Charges will be allocated to each benefited affiliate on the basis of the relation of its number of regular employees to the total number of all regular employees of the benefited affiliates. All companies may be included in this allocation.

BASIS 13
FIXED ALLOCATION
Charges will be allocated to each benefited affiliate on the basis of fixed percentages on an individual project basis. All companies may be included in this allocation.

BASIS 14
NUMBER OF TRANSPORTATION CUSTOMERS
Charges will be allocated to each benefited affiliate on the basis of the relation of its Transportation Customers to the total of all Transportation Customers of the benefited affiliates. This allocation is only used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, and Columbia Gas of Maryland.

BASIS 15
NUMBER OF COMMERCIAL CUSTOMERS
Charges will be allocated to each benefited affiliate on the basis of the relation of its Commercial Customers to the total of all Commercial Customers of the benefited affiliates. This allocation is only used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, and Columbia Gas of Maryland.

BASIS 16
NUMBER OF RESIDENTIAL CUSTOMERS
Charges will be allocated to each benefited affiliate on the basis of the relation of its Residential Customers to the total of all Residential Customers of the benefited affiliates. This allocation is only used by the following companies: Columbia Gas of Virginia,

Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, and Columbia Gas of Maryland.

BASIS 17
NUMBER OF HIGH PRESSURE CUSTOMERS
Charges will be allocated to each benefited affiliate on the basis of the relation of its High Pressure Customers to the total of all High Pressure Customers of the benefited affiliates. This allocation is only used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, and Columbia Gas of Maryland.

BASIS 20
SERVICE COMPANY BILLING (DIRECT AND ALLOCATED) COSTS
Charges will be allocated to each benefited affiliate on the basis of the relation of its Service Corporation billing costs, in total or by functional group (e.g. IT, Legal, HR, Finance, Audit), to the corresponding total of all Service Company billing costs, (i.e. in total or by functional group). The calculation of Basis 20 will include only those billings for services provided to all NiSource affiliates, excluding Business Unit specific shared service functions (i.e. functions that serve only one particular Business Unit). All companies may be included in this allocation.

The preferred method for billing any affiliate is "direct charge." Under this method, all labor, materials and related expenses for the benefit of a specific affiliate are billed, as incurred, directly to the affiliate; therefore, no allocations are used. An allocated charge is a charge that occurs for the benefit of two or more affiliates who share the cost in accordance with an allocation basis. Guidelines have long been established which indicate that labor time and expenses should be charged directly to the affiliate receiving the benefits. In accordance with corporate guidelines, allocations are used only when direct charging is impractical.

When it is impractical or inappropriate to charge an affiliate directly, the Company allocates costs in accordance with the Allocation Bases, which are filed annually with the FERC. The Company works cooperatively with department sponsors or project leaders through informal meetings and discussions to ensure costs are properly allocated to the affiliates that will benefit from the service provided.

d. Provided in Table 22(d) below are the allocation bases used to allocate costs to CPA by NCSC. Appendix A of Attachment B supplies detailed descriptions of these bases. Charges labeled "Direct Billed" relate to services rendered directly to CPA. "NCSC Overheads" are costs related to maintaining NCSC.

Table 22(d) (in dollars)

Basis	**TME 11/30/2022**	**TME 11/30/2023 (Test Year)**
Basis 1	16,926,778	21,317,927
Basis 2	205,416	377,102
Basis 3	9	1,119
Basis 4	117,810	258,148
Basis 7	391,437	555,072
Basis 8	51,650	1,162
Basis 9	22,163	317,576
Basis 10	18,265,994	21,274,561
Basis 11	7,035,912	7,558,323
Basis 13	6,256,621	6,404,153
Basis 14	823	(114)
Basis 20	20,790,247	25,048,423
Direct Billed	26,391,550	36,971,826
NCSC Overheads	3,406,792	2,969,703
Grand Total	**99,863,203**	**123,054,980**

e. The FERC account descriptions and amounts charged by affiliate in Attachments 2 and 3 provide the components and amounts comprising expense by FERC Account. Additionally, Appendix A of Attachment B provides detailed descriptions of service categories and allocation bases underlying the NCSC charges.

f. The contracts in Attachments A through M and the detailed descriptions of service categories and allocation bases underlying the NCSC charges contained in Appendix A of Attachment B supply the initial sources and reasons associated with charges to CPA. The information provided in Attachments 2 and 3 provides additional detail regarding the initial sources and reasons associated with the charges to CPA as well.

ATTACHMENT	CASE NUMBER	AGREEMENT	AFFILIATE(S) NAME	DESCRIPTION OF AGREEMENT/ARRANGEMENT	COMMISSION APPROVAL DATE
A	**G-2023-3039933**	Meter Exchange Agreement	Columbia Gas of KY Columbia Gas of OH Columbia Gas of MD Columbia Gas of VA	For meter transfers between affiiliates	5/25/2023
B	**G-2014-2458547**	Centralized Services	NiSource Corporate Services	Services set forth in Article 2 of Appendix A	4/1/2019
C	**G-00030995**	Base Contract for Sale & Purchase of Natural Gas	Columbia Gas of Virginia	For gas supply and other related transactions	3/5/2003
D	**G-00980640**	Base Contract for Sale & Purchase of Natural Gas	Columbia Gas of Ohio	For gas supply and other related transactions	2/11/1999
E	**G-2020-3019409**	First Amendment to Amended and Restated Affiliate Agreement for the Allocation of Federal Income Taxes	CPA & NiSource Affiliates	Tax sharing/allocation agreement with affiliates	6/8/2020
F	**G-2017-2619362**	NiSource System Money Pool Agreement	CPA & Affiliated Money Pool Participants	Intercompany financing/money pool participation	10/25/2017
G	**G-00980602**	Gas Storage	Columbia Gas of Ohio Columbia Gas of Kentucky Columbia Gas of Maryland	Agreement to store gas in Ohio only rather than in TCO fields spread over 4 states and pro-rated, resulting in tax savings	4/23/1998
H	**G-2011-2268697**	Amended Receivables Purchase Agreement	Columbia Gas of Pennsylvania Receivables Corporation	Amended agreement for sale of receivables to wholly-owned subsidiary	5/27/2022
I	**G-2018-3003888**	Service Agreement	Northern Indiana Public Service Company	Service agreement for Operations Support Services and Training Services	10/5/2018
J	**G-2021-3026186**	Centralized Services	Columbia Gas of Virginia, Inc.	Service Agreement for accounting and financial, communication, customer education, customer billing, collection and contact, employee, and other services	11/18/2021

ATTACHMENT	CASE NUMBER	AGREEMENT	AFFILIATE(S) NAME	DESCRIPTION OF AGREEMENT/ARRANGEMENT	COMMISSION APPROVAL DATE
K	**G-2021-3028786**	Centralized Services	Columbia Gas of Ohio, Inc.	Service Agreement for accounting and financial, communication customer education, customer billing, collection and contact, employee, and other services	2/3/2022
L	**G-2021-3028780**	Centralized Services	Columbia Gas of Kentucky, Inc.	Service Agreement for accounting and financial, communication customer education, customer billing, collection and contact, employee, and other services	2/3/2022
M	**G-2021-3028805**	Centralized Services	Columbia Gas of Maryland, Inc.	Service Agreement for accounting and financial, communication customer education, customer billing, collection and contact, employee, and other services	2/3/2022

Columbia Gas Of Pennsylvania, Inc.
Summary of Columbia Gas Distribution Companies (Inter-company billing expenses)
Twelve Months Ended November 30, 2023

FERC Account	Description	Kentucky 32	Ohio 34	Maryland 35	Virginia 38	Total
405	Amortization Of Other Property	-	697,939.56	-	-	697,939.56
408	Taxes Other than Income Taxes	182.76	22,313.01	10,878.43	(201.15)	33,173.05
421	Miscellaneous Income Or Loss	-	(280,006.08)	-	-	(280,006.08)
431	Other Interest Expense	-	427,347.12	-	-	427,347.12
803	Supply & Optimization	-	(1,678.60)	-	-	(1,678.60)
870	Other Supervision and Engineering	-	16,088.65	20,938.65	-	37,027.30
871	Operations Dispatching	948.56	-	6,030.40	-	6,978.96
874	Mains and Services Expenses	2,418.03	392,950.46	85,485.52	(27,856.03)	452,997.98
875	Measuring and Regulating Station Expenses - General	-	38.65	23,200.08	-	23,238.73
876	Measuring and Regulating Station Expenses - Industrial	-	100.00	3,131.88	-	3,231.88
878	Meter and House Regulator Expenses	-	472.01	4,977.47	-	5,449.48
879	Customer Installations Expenses	344.15	6,429.00	15,116.04	417.46	22,306.65
880	Other Expenses	-	1,725.21	15,429.59	32.97	17,187.77
887	Maintenance of Mains.	-	(282.67)	9,521.71	1,201.76	10,440.80
889	Maintenance of Measuring and Regulating Station Equipment - General	-	-	40,414.77	799.78	41,214.55
890	Maintenance of Measuring and Regulating Station Equipment - Industrial	-	-	1,361.11	-	1,361.11
892	Maintenance of Services	429.35	7,671.32	868.66	4,153.37	13,122.70
893	Maintenance Of Meters And House Regulators	214.00	195.85	849.15	98.43	1,357.43
894	Maintenance of Other Equipment	387.87	1,444.21	48,296.05	-	50,128.13
902	Meter Reading Expense	-	-	8,714.63	-	8,714.63
903	Customer Records and Collection Expenses	-	234.59	149.74	-	384.33
920	Administrative and general salaries	-	253,523.71	5,725.00	-	259,248.71
921	Office Supplies and Expense	-	3,972.39	6,856.38	2,266.38	13,095.15
923	Outside Services Employed	-	-	12,057.10	-	12,057.10
925	Injuries and Damages	26.31	2,913.92	615.14	(42.08)	3,513.29
926	Employee Pensions and Benefits	466.74	40,158.73	31,931.35	(1,070.66)	71,486.16
931	Rent Administration and General	-	(1,125,286.68)	-	-	(1,125,286.68)
932	Maintenance General Plant	-	300.40	-	-	300.40
	Total Charges by Columbia Distribution Companies	**5,417.77**	**468,564.76**	**352,548.85**	**(20,199.77)**	**806,331.61**

Columbia Gas Of Pennsylvania, Inc.
Summary of Miscellaneous Affiliated Companies (Inter-company billing expenses)
Twelve Months Ended November 30, 2023

FERC Account	Description	NiSource, Inc. 58	NiSource Money Pool 99		Total
408	Taxes Other than Income Taxes	-	-		-
430	Interest on Debt to Associated Companies	54,640,349.18	5,174,108.56		59,814,457.74
431	Other Interest Expense	-	-		-
803	Natural Gas Transmission Line Purchases	-	-		-
816	Wells Expense	-	-		-
817	Lines Expense	-	-		-
818	Compressor Station Expenses	-	-		-
820	Measuring and Regulating Station Expenses	-	-		-
821	Purification Expenses	-	-		-
832	Maintenance of Reservoirs and Wells	-	-		-
834	Maintenance of Compressor Station Equipment	-	-		-
836	Maintenance of Purification Equipment	-	-		-
880	Other Expenses	-	-		-
881	Rent	-	-		-
902	Meter Reading Expense	-	-		-
920	Administrative and General Salaries	526,458.57	-	-	526,458.57
926	Employee Pensions and Benefits	-	-		-
	Total Charges by Miscellaneous Affiliated Companies	**55,166,807.75**	**5,174,108.56**		**60,340,916.31**

Columbia Gas Of Pennsylvania, Inc.
Summary of Contract Bill from NiSource Corporate Services
Twelve Months Ended November 30, 2023

FERC Account	Description	NiSource Corporate Services 12	Total
107	Construction Work In Progress	49,221,026	49,221,026
108	Accumulated provision for depreciation of service company property	108,406	108,406
146	Accounts receivable from associate companies	24,994	24,994
154	Inventory	(126,366)	(126,366)
165	Prepayments	0	0
182	Regulatory Asset	221,276	221,276
183	Preliminary survey and investigation charges	1,704	1,704
186	Miscellaneous deferred debits	16,568	16,568
807	Purchased Gas Expense	1,362,049	1,362,049
859	Sms Asset And Risk Mgmt	-	-
870	Other Supervision and Engineering	2,031,883	2,031,883
874	Mains and Services Expenses	413,413	413,413
875	Measuring and Regulating Station Expenses - General	82,079	82,079
876	Measuring and Regulating Station Expenses - Industrial	67,150	67,150
878	Meter and House Regulator Expense	346,619	346,619
879	Customer Installations Expenses	367,699	367,699
880	Other Operations Expense	75,859	75,859
887	Maintenance of Main	375,211	375,211
889	Maintenance of Measuring and Regulating Station Equipment - General	85,391	85,391
890	Maintenance of Measuring and Regulating Station Equipment - Industrial	67,321	67,321
892	Maintenance of Services	58,071	58,071
893	Maintenance of Meters and House Regulators	7,939	7,939
894	Maintenance of Other Equipment	6,741	6,741
901	Supervision	5	5
902	Meter reading expenses	236	236
903	Customer Records and Collection Expenses	4,747,155	4,747,155
908	Customer Assistance Expenses	(433)	(433)
909	Informational and Instructional Advertising Expenses	-	-
910	Misc. Customer Service and Informational Expenses	855,324	855,324
912	Demonstrating and Selling Expenses	(190)	(190)
913	Advertising Expenses	26,768	26,768
916	Miscellaneous sales expenses	-	-
920	Administrative and General Salaries	23,467,996	23,467,996
921	Office Supplies and Expense	1,398,683	1,398,683
923	Outside Services Employed	22,042,510	22,042,510
924	Property Insurance	9,792	9,792
925	Injuries and Damages	244,435	244,435
926	Employee Pensions and Benefits	6,547,611	6,547,611
928	Regulatory Commission Expense	848	848
930.1	General advertising expenses for associated companies	95,839	95,839
930.2	Miscellaneous General Expense	111,458	111,458
931	Rent Administration and General	2,208,713	2,208,713
932	Maintenance General Plant	6,483,197	6,483,197
	Total Charges for Contract Bill from NiSource Corporate Services	**123,054,980**	**123,054,980**

Columbia Gas Of Pennsylvania, Inc.
Summary of Columbia Gas Distribution Companies (Inter-company billing expenses)
Twelve Months Ended November 30, 2022

FERC Account	Description	Kentucky 32	Ohio 34	Maryland 35	Virginia 38	Total
405	Amortization Of Other Property	-	795,623.51	-	-	795,623.51
408	Taxes Other than Income Taxes	124.53	(55.56)	14,111.71	1,784.45	15,965.13
416	Costs and Expenses of Merchandising, Jobbing and Contract Work	-	-	129.47	-	129.47
421	Miscellaneous Income Or Loss	-	(1,315,170.95)	-	-	(1,315,170.95)
431	Other Interest Expense	-	580,137.59	-	-	580,137.59
803	Supply & Optimization	-	-	-	-	-
870	Other Supervision and Engineering	-	19.13	18,842.65	-	18,861.78
871	Operations Dispatching	-	242.99	2,767.43	-	3,010.42
874	Mains and Services Expenses	(375,437.84)	5,815.70	47,965.92	3,233.85	(318,422.37)
875	Measuring and Regulating Station Expenses - General	-	86.45	11,781.66	135.95	12,004.06
876	Measuring and Regulating Station Expenses - Industrial	-	-	3,014.73	-	3,014.73
878	Meter and House Regulator Expenses	2.08	427.49	1,066.48	637.64	2,133.69
879	Customer Installations Expenses	1,261.85	(12,199.49)	24,970.12	1,089.75	15,122.23
880	Other Expenses	-	188.14	11,607.25	2,346.66	14,142.05
885	Maintenance Supervision and Engineering	-	(0.00)	-	-	(0.00)
887	Maintenance of Mains.	361.97	2,910.63	8,617.72	3,319.41	15,209.73
889	Maintenance of Measuring and Regulating Station Equipment - General	-	176.23	18,154.36	1,921.08	20,251.67
890	Maintenance of Measuring and Regulating Station Equipment - Industrial	-	14,237.56	2,604.60	-	16,842.16
892	Maintenance of Services	-	4,656.61	853.76	6,447.81	11,958.18
893	Maintenance Of Meters And House Regulators	-	0.00	395.55	-	395.55
894	Maintenance of Other Equipment	-	1,272.97	32,108.63	-	33,381.60
902	Meter Reading Expense	2.08	191.38	5,931.93	-	6,125.39
903	Customer Records and Collection Expenses	-	-	46.54	-	46.54
910	Misc. Customer Service and Informational Expenses	-	-	296.02	-	296.02
920	Administrative and general salaries	-	1,772.04	51,716.94	10,521.72	64,010.70
921	Office Supplies and Expense	-	7,656.09	5,295.82	567.46	13,519.37
923	Outside Services Employed	-		29,005.00	-	29,005.00
925	Injuries and Damages	18.68	98.49	552.60	204.74	874.51
926	Employee Pensions and Benefits	318.03	204.84	37,309.57	5,048.50	42,880.94
930.1	General advertising expenses for associated companies	-	-	556.76	-	556.76
930.2	Miscellaneous General Expense	-	-	5,234.37	-	5,234.37
931	Rent Administration and General	-	(1,375,761.10)	-	-	(1,375,761.10)
932	Maintenance General Plant	-	-	-	-	-
	Total Charges by Columbia Distribution Companies	**(373,348.62)**	**(1,287,469.26)**	**334,937.59**	**37,259.02**	**(1,288,621.27)**

Columbia Gas Of Pennsylvania, Inc.
Summary of Miscellaneous Affiliated Companies (Inter-company billing expenses)
Twelve Months Ended November 30, 2022

FERC Account	Description	NiSource, Inc. 58	NiSource Money Pool 99	Total
408	Taxes Other than Income Taxes	-	-	-
430	Interest on Debt to Associated Companies	48,649,515.65	1,644,379.38	50,293,895.03
431	Other Interest Expense	-	-	-
803	Natural Gas Transmission Line Purchases	-	-	-
816	Wells Expense	-	-	-
817	Lines Expense	-	-	-
818	Compressor Station Expenses	-	-	-
820	Measuring and Regulating Station Expenses	-	-	-
821	Purification Expenses	-	-	-
832	Maintenance of Reservoirs and Wells	-	-	-
834	Maintenance of Compressor Station Equipment	-	-	-
836	Maintenance of Purification Equipment	-	-	-
880	Other Expenses	-	-	-
881	Rent	-	-	-
902	Meter Reading Expense	-	-	-
920	Administrative and General Salaries	342,171.31	-	342,171.31
926	Employee Pensions and Benefits	-	-	-
	Total Charges by Miscellaneous Affiliated Companies	**48,991,686.96**	**1,644,379.38**	**50,636,066.34**

Columbia Gas Of Pennsylvania, Inc.
Summary of Contract Bill from NiSource Corporate Services
Twelve Months Ended November 30, 2022

FERC Account	Description	NiSource Corporate Services 12	Total
107	Construction Work In Progress	29,427,471.66	29,427,471.66
108	Accumulated provision for depreciation of service company property	50,467.82	50,467.82
146	Accounts receivable from associate companies	38,929.49	38,929.49
154	Inventory	-	-
165	Prepayments	(0.26)	(0.26)
182	Regulatory Asset	160,285.61	160,285.61
183	Preliminary survey and investigation charges	3,565.77	3,565.77
186	Miscellaneous deferred debits	-	-
417	Non Util Operating Exp	-	-
505	Electric Expenses - Power Production Expenses	-	-
569	Electric Operation and Maintenance	-	-
597	Maintenance Of Meters	-	-
807	Purchased Gas Expense	1,386,524.18	1,386,524.18
852	Communication System Expenses	-	-
859	Sms Asset And Risk Mgmt	830.28	830.28
870	Other Supervision and Engineering	2,148,781.10	2,148,781.10
874	Mains and Services Expenses	343,386.37	343,386.37
875	Measuring and Regulating Station Expenses - General	79,482.17	79,482.17
876	Measuring and Regulating Station Expenses - Industrial	64,920.70	64,920.70
878	Meter and House Regulator Expense	284,467.79	284,467.79
879	Customer Installations Expenses	291,433.27	291,433.27
880	Other Operations Expense	60,372.61	60,372.61
887	Maintenance of Main	136,236.72	136,236.72
889	Maintenance of Measuring and Regulating Station Equipment - General	79,346.35	79,346.35
890	Maintenance of Measuring and Regulating Station Equipment - Industrial	68,284.85	68,284.85
892	Maintenance of Services	72,429.51	72,429.51
893	Maintenance of Meters and House Regulators	20,091.53	20,091.53
894	Maintenance of Other Equipment	101,965.27	101,965.27
901	Supervision	985.09	985.09
902	Meter reading expenses	-	-
903	Customer Records and Collection Expenses	4,832,200.14	4,832,200.14
908	Customer Assistance Expenses	(653.70)	(653.70)
909	Informational and Instructional Advertising Expenses	-	-
910	Misc. Customer Service and Informational Expenses	885,207.13	885,207.13
912	Demonstrating and Selling Expenses	725.70	725.70
913	Advertising Expenses	119,055.31	119,055.31
916	Miscellaneous sales expenses	304.01	304.01
920	Administrative and General Salaries	20,475,210.66	20,475,210.66
921	Office Supplies and Expense	1,570,811.03	1,570,811.03
923	Outside Services Employed	24,113,331.87	24,113,331.87
924	Property Insurance	7,142.90	7,142.90
925	Injuries and Damages	220,399.49	220,399.49
926	Employee Pensions and Benefits	4,812,992.24	4,812,992.24
928	Regulatory Commission Expense	564.68	564.68
930.1	General advertising expenses for associated companies	71,815.34	71,815.34
930.2	Miscellaneous General Expense	145,817.69	145,817.69
931	Rent Administration and General	2,315,891.30	2,315,891.30
932	Maintenance General Plant	5,472,128.98	5,472,128.98
	Total Charges for Contract Bill from NiSource Corporate Services	**99,863,202.65**	**99,863,202.65**

METER EXCHANGE AGREEMENT

This METER EXCHANGE AGREEMENT ("Agreement") is made and entered into effective this 15th day of June, 2023, by and between Columbia Gas of Virginia, Inc. ("CVA"), Columbia Gas of Ohio, Inc. ("COH"), Columbia Gas of Pennsylvania, Inc. ("CPA"), Columbia Gas of Kentucky, Inc. ("CKY"), and Columbia Gas of Maryland, Inc. ("CMD").

WITNESSETH:

WHEREAS, CVA, COH, CPA, CKY and CMD (individually a "party" and collectively, the "parties") are wholly owned subsidiaries of NiSource Gas Distribution Group, Inc. ("NiSource Gas Distribution"), which is a wholly owned subsidiary of NiSource Inc. ("NiSource"), a Delaware corporation, and both NiSource and NiSource Gas Distribution are "holding companies" as defined in the Public Utility Holding Company Act of 2005;

WHEREAS, COH, CPA, CKY and CMD are "affiliated interests" as defined in Virginia Code § 56-76 and Section 2101(a) of the Pennsylvania Public Utility Code;

WHEREAS, the parties agree to enter into this Agreement whereby any party may transfer meters to or receive meters from another party, subject to the providing party's ability to transfer such meters; and

WHEREAS, the transfer of meters contemplated in Article 1 enable the parties to realize economic and practical benefits through economies of scale and the availability of meters at times when such meters are not readily available to the receiving party.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Agreement covenant and agree as follows:

ARTICLE 1
SERVICES

1.1 The providing party shall furnish to the requesting party, upon the terms and conditions hereinafter set forth, natural gas meters at such times, and under such circumstances, as the providing party determines that it is able to provide such meters without detriment to it or its operations.

ARTICLE 2
COMPENSATION

2.1 As compensation for the meters to be transferred hereunder, the requesting party shall compensate and pay to the providing party the net book value, at the time of the transfer, of the meters transferred.[1]

[1] Any transactions with CKY will conform to Kentucky Revised Statute 278.2207.

2.2 The compensation reflected in Article 2.1 shall typically be accounted for in the books of the parties at the end of the month in which the meter transfer takes place.

2.3 Each party shall permit the other party reasonable access to its accounts and records to verify the accuracy of any charges hereunder.

ARTICLE 3
TERM

3.1 This Agreement shall become effective as of the date first written above, subject to the receipt of any required regulatory approvals from the Virginia State Corporation Commission and the Pennsylvania Public Utility Commission. Any party may withdraw from this Agreement upon thirty (30) days' notice to the other parties. The Agreement shall continue in force unless and until all parties have withdrawn from the Agreement. Further, this Agreement shall terminate with respect to any party upon the severing of that party's affiliate relationship with the remaining parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

COLUMBIA GAS OF VIRGINIA, INC.

By: _____

Brentley Archer

President and COO

COLUMBIA GAS OF OHIO, INC.

By: _____

Vincent Parisi

President and COO

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: Mark Kempic

Mark Kempic

President and COO

COLUMBIA GAS OF KENTUCKY, INC.

By: _____

Kimra Cole
President and COO

COLUMBIA GAS OF MARYLAND, INC.

By: Mark Kempic

Mark Kempic

President and COO

2.2 The compensation reflected in Article 2.1 shall typically be accounted for in the books of the parties at the end of the month in which the meter transfer takes place.

2.3 Each party shall permit the other party reasonable access to its accounts and records to verify the accuracy of any charges hereunder.

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TERM

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

COLUMBIA GAS OF VIRGINIA, INC.

By: _____

Brentley K. Archer

President and COO

COLUMBIA GAS OF OHIO, INC.

By: _____

Vincent Parisi

President and COO

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____

Mark Kempic

President and COO

COLUMBIA GAS OF KENTUCKY, INC.

By: _____

Kimra Cole
President and COO

COLUMBIA GAS OF MARYLAND, INC.

By: _____

Mark Kempic

President and COO

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By: _____

Brentley Archer

President and COO

COLUMBIA GAS OF OHIO, INC.

By: _____

Vincent Parisi

President and COO

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____

Mark Kempic

President and COO

COLUMBIA GAS OF KENTUCKY, INC.

By: _____

Kimra Cole
President and COO

COLUMBIA GAS OF MARYLAND, INC.

By: _____

Mark Kempic

President and COO

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2.3 Each party shall permit the other party reasonable access to its accounts and records to verify the accuracy of any charges hereunder.

ARTICLE 3
TERM

3.1 This Agreement shall become effective as of the date first written above, subject to the receipt of any required regulatory approvals from the Virginia State Corporation Commission and the Pennsylvania Public Utility Commission. Any party may withdraw from this Agreement upon thirty (30) days' notice to the other parties. The Agreement shall continue in force unless and until all parties have withdrawn from the Agreement. Further, this Agreement shall terminate with respect to any party upon the severing of that party's affiliate relationship with the remaining parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

COLUMBIA GAS OF VIRGINIA, INC.

By: _____

Brentley Archer

President and COO

COLUMBIA GAS OF OHIO, INC.

By: _____

Vincent Parisi

President and COO

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____

Mark Kempic

President and COO

COLUMBIA GAS OF KENTUCKY, INC.

By: Kimra Cole

Kimra Cole
President and COO

COLUMBIA GAS OF MARYLAND, INC.

By: _____

Mark Kempic

President and COO

Evelyn Long Durr 04-11-2023

EVELYN LONG DURR
Notary Public
Commonwealth of Kentucky
Commission Number KYNP49615
My Commission Expires May 15, 2026

Service Agreement

BETWEEN

NISOURCE CORPORATE SERVICES COMPANY

AND

COLUMBIA GAS OF PENNSYLVANIA, INC.

Dated January 1, 2015

(To Take Effect Pursuant to Article 3 Hereof)

SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Service Agreement" or "Agreement") is made and entered into effective the 1st day of January, 2015 by and between Columbia Gas of Pennsylvania, Inc., its subsidiaries, affiliates and associates ("Client", and together with other associate companies that have or may in the future execute this form of Service Agreement, the "Clients") and NiSource Corporate Services Company ("Company").

WITNESSETH:

WHEREAS, each Company and Client is a direct or indirect wholly owned subsidiary of NiSource Inc., a Delaware corporation and a "holding company" as defined in the Public Utility Holding Company Act of 2005 ("Act") that is subject to regulations adopted by the Federal Energy Regulatory Commission ("FERC") pursuant to the Act;

WHEREAS, the Client is an affiliate of the Company; and

WHEREAS, the Company and Client agree to enter into this Service Agreement whereby the Client may seek certain services from the Company and the Company agrees to provide such services upon request and upon the Company's conclusion that it is able to perform such services. Further, the Client agrees to pay for the services as provided herein at the lower of cost or market; and

WHEREAS, the rendition of such services set forth in Article 2 of Appendix A on a centralized basis enables the Clients to realize economic and other benefits through (1) efficient use of personnel and equipment, (2) coordination of analysis and planning, and (3) availability of specialized personnel and equipment which the Clients cannot economically maintain on an individual basis.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Service Agreement covenant and agree as follows:

ARTICLE 1

SERVICES

1.1 The Company shall furnish to Client, as requested by Client, upon the terms and conditions hereinafter set forth, such of the services described in Section 2 of Appendix A hereto (the "Services"), at such times, for such periods and in such manner as Client may from time to time request and that the Company concludes it is able to perform. The Company shall also provide Client with such services, in addition to those services described in Appendix A hereto, as may be requested by Client and that the Company concludes it is able to perform. In supplying such services, the Company may arrange, where it deems appropriate in consultation with Client, for the services of such experts, consultants, advisers, and other persons with necessary qualifications as are required for or pertinent to the provision of such services ("Additional Services").

1.2 Client shall take from the Company such of the Services, and such Additional Services, whether or not now contemplated, as are requested from time to time by Client and that the Company concludes it is able to perform.

1.3 The cost of the Services described herein or contemplated to be performed hereunder shall be allocated to Client in accordance with Exhibit A, which is filed annually with the FERC. Client shall have the right from time to time to amend or alter any activity, project, program or work order provided that (i) Client pays and remunerates the Company the full cost for the services covered by the activity, project, program or work order, including therein any expense incurred by the Company as a direct result of such amendment or alteration of the activity, project, program or work order, and (ii) Client accepts that no amendment or alteration of an activity, project, program or work order shall release Client from liability for all costs already incurred by or contracted for by the Company pursuant to the activity, project, program or work order, regardless of whether the services associated with such costs have been completed.

1.4 The Company shall hire, train and maintain an experienced staff able to perform the Services, or shall obtain experience through third-party resources, as it shall determine in consultation with Client.

1.5 The Company routinely makes payments on behalf of affiliates on an ongoing basis, including payroll, employee benefits, corporate insurance, leasing, and external audit fees. Each affiliate receives on a monthly basis a Convenience Bill for its proportional share of the payments made in that respective month. As the name implies, convenience billing is intended as a convenience to vendors because it eliminates the need for a separate invoice to be generated for each affiliate entity receiving the same services. Therefore, the Company makes the payment to the vendor and the charges for the services are recorded directly on the books of the affiliate and not by the Company.

ARTICLE 2

COMPENSATION

2.1 As compensation for the Services to be rendered hereunder, Client shall compensate and pay to the Company all costs, reasonably identifiable and related to particular Services performed by the Company for or on Client's behalf. The methods for allocating the Company costs to Client, as well as to other associate companies, are set forth in Appendix A.

2.2 It is the intent of this Service Agreement that charges for Services shall be billed, to the extent reasonably possible, directly to the Client or Clients benefiting from such Service. Any amounts remaining after such direct billing shall be allocated using the methods identified in Appendix A. The methods of allocation of cost shall be subject to review annually, or more frequently if appropriate. Such methods of allocation of costs may be modified or changed by the Company without the necessity of an amendment to this Service Agreement; provided that, in each instance, all services rendered hereunder shall be at actual cost and include compensation for use of capital thereof, fairly and equitably allocated. The Company shall review with the

Client any proposed change in the methods of allocation of costs hereunder and the parties must agree to any such changes before they are implemented.

2.3 The Company shall make available monthly billing information to the Client that shall reflect all information necessary to identify the costs charged and Services rendered for that month. Client shall undertake a review of the charges and identify all questions or concerns regarding the charges reflected within a reasonable period of time. Client shall remit to the Company all charges billed to it within a period of time not exceeding 30 days of receipt of the monthly billing information.

2.4 Client agrees to provide the Company, from time to time, as requested such financial and statistical information as the Company may need to compute the charges payable by Client consistent with the method of allocation set forth on Appendix A.

2.5 It is the intent of this Service Agreement that the payment for services rendered by the Company to Client under this Service Agreement shall cover all the costs of its doing business including, but not limited to, salaries and wages, office supplies and expenses, outside services employed, insurance, injuries and damages, employee and retiree pensions and benefits, taxes, miscellaneous general expenses, rents, maintenance of structures and equipment, depreciation and amortization, and reasonable compensation for use of capital.

ARTICLE 3

TERM

3.1 This Service Agreement shall become effective as of the date first written above, subject only to the receipt of any required regulatory approvals from the State Commissions and federal agencies as needed, and shall continue in force until terminated by the Company or Client, upon not less than one year's prior written notice to the other party. This Service Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Service Agreement may conflict with (1) the Act or with any rule, regulation or order of the FERC adopted before or after the date of this Service Agreement, or (2) any state or federal statute, or any rule, decision, or order of any state or federal regulatory agency having jurisdiction over one or more Clients. Further, this Service Agreement shall be terminated with respect to the Client immediately upon the Client ceasing to be an associate company of the Company. The parties' obligations under this Service Agreement which by their nature are intended to continue beyond the termination or expiration of this Service Agreement shall survive such termination or expiration.

ARTICLE 4

SERVICE REVIEW

4.1 Upon request of the Client, the Company shall meet with the Client to review and assess the quality, costs, and/or allocations of the services being provided pursuant to this

Service Agreement. The Client shall also have the right to amend the scope of services as it determines to be necessary or desirable.

4.2 NiSource maintains an Internal Audit Department that will conduct periodic audits of the Company administration and accounting processes ("Audits"). The Audits will include examinations of Service Agreements, accounting systems, source documents, methods of allocation of costs and billings to ensure all Services are properly accounted for and billed to the appropriate Client. In addition, the Company's policies, operating procedures and controls will be evaluated annually. Copies of the reports generated by the Company as part of the Audits will be provided to Client upon request.

ARTICLE 5

MISCELLANEOUS

5.1 All accounts and records of the Company shall be kept in accordance with the FERC's Uniform System of Accounts ("USofA") for centralized service companies .

5.2 New direct or indirect subsidiaries of NiSource Inc., which may come into existence after the effective date of this Service Agreement, may become additional Clients of the Company and subject to a service agreement with the Company. The parties hereto shall make such changes in the scope and character of the services to be rendered and the method of allocating costs of such services as specified in Appendix A, subject to the requirements of Section 2.2, as may become necessary to achieve a fair and equitable allocation of the Company's costs among all Clients including any new subsidiaries. The parties shall make similar changes if any Client ceases to be associated with the Company.

5.3 The Company shall permit Client reasonable access to its accounts and records including the basis and computation of allocations.

5.4 The Company and Client shall comply with the terms and conditions of all applicable contracts managed by the Company for the Client, individually, or for one or more Clients, collectively, including without limitation terms and conditions preserving the confidentiality and security of proprietary information of vendors.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

NISOURCE CORPORATE SERVICES COMPANY

By: _____
Name: Joseph W. Mulpas
Its: Vice President & Chief Accounting Officer

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name: Michael A. Huwar
Its: President

APPENDIX A

NISOURCE CORPORATE SERVICES COMPANY

Services Available to Clients
Methods of Charging Therefor and
Miscellaneous Terms and Conditions of Service Agreement

ARTICLE 1

DEFINITIONS

1 The term "Company" shall mean NiSource Corporate Services Company and its successors.

2 The term "Service Agreement" shall mean an agreement, of which this Appendix A constitutes a part, for the rendition of services by the Company.

3 The term "Client" shall mean any corporation to which services may be rendered by the Company under a Service Agreement.

ARTICLE 2

DESCRIPTION OF SERVICES

Descriptions of the expected services to be provided by the Company are detailed below. The descriptions are deemed to include services associated with, or related or similar to, the services contained in such descriptions. The details listed under each heading are intended to be illustrative rather than inclusive and are subject to modification from time to time in accordance with the state of the art and the needs of the Clients.

1 *Accounting and Statistical Services.* The Company will advise and assist the Clients in all aspects of accounting, including financial accounting, asset accounting, regulatory accounting, tax accounting, maintenance of books and records, safeguarding of assets, accounts payable, accounts receivable, reconciliations, accounting research, reporting, operations and maintenance analysis, payroll services, business applications support, and other related accounting functions. The Company will also provide services related to developing, analyzing and interpreting financial statements, directors' reports, regulatory reports, operating statistics and other financial reports. The Company will ensure compliance with generally accepted accounting principles and provide guidance on exposure drafts, financial accounting standards, and interpretations issued by the Financial Accounting Standards Board. The Company will advise and assist the Clients in the formulation of accounting practices and policies and will conduct special studies as may be requested by the Clients.

2 *Auditing Services.* The Company will conduct periodic audits of the general records of the Clients, will supervise the auditing of local and field office records of the Client, and will coordinate the audit programs of the Clients with those of the independent accountants

in the annual examination of their accounts. The Company will ensure compliance, monitor business risk, and coordinate internal control structure.

3 *Budget Services.* The Company will advise and assist the Clients in matters involving the preparation and development of forecasts, budgets and budgetary controls, and other financial planning activities.

4 *Business Services.* The Company will advise and assist the Clients in the preparation and use of educational and advertising materials; in the development of processes to increase residential, commercial and industrial customers, as well as maintenance of business in those areas; and providing information to customers regarding Clients' products and services.

5 *Corporate Services.* The Company will advise and assist the Clients in connection with corporate matters including corporate secretary services, business continuity planning, shareholder services, corporate records management, proceedings involving regulatory bodies, and other corporate matters.

6 *Customer Billing, Collection, and Contact Services.* The Company will render calculating, bill exception processing, back office processing, posting, printing, inserting, mailing and related services to Client associated with the preparation and issuance of customer bills, notices, inserts and similar mailings. The Company will provide cash processing, revenue recovery, account reconciliations and adjustments, and related services to Client associated with the collection of revenue and management of accounts receivable. The Company will provide customer contact and related services to Client, including alternative pricing services, customer contact center management, operation and administration; management of key customer relationships; communications associated with the commencement, transfer, maintenance and disconnection of service; sales of optional products and services; the receipt and processing of emergency calls; the handling of customer complaints; and responses to customer billing, credit, collection, order take and inquiry, outage, meter reading, retail choice and other inquiries.

7 *Depreciation Services.* The Company will advise and assist the Clients in matters pertaining to depreciation practices, including (1) the making of studies to determine the estimated service life of various types of plant, annual depreciation accrual rates, salvage experience, and trends in depreciation reserves indicated by such studies; (2) assistance in the organization and training of the depreciation departments of the Clients; and (3) dissemination to the Clients of information concerning current developments in depreciation practices.

8 *Economic Services.* The Company will advise and assist the Clients in matters involving economic research and planning and in the development of specific economic studies.

9 *Electronic Communications Services.* The Company will advise and assist the Clients in connection with the planning, installation and operation of radio networks, remote control and telemetering devices, microwave relay systems and all other applications of electronics to the fields of communication and control.

10 *Employee Services.* The Company will advise and assist the Clients in connection with organizational, leadership, and strategic development, employee relations matters, including recruitment, employee placement and retention, training, compensation, safety, labor relations

and health, welfare and employee benefits. The Company will also advise and assist the Clients in connection with temporary labor matters, including assessment, selection, contract negotiation, administration, service provider relationships, compliance, review and reporting.

11 *Engineering and Research Services.* The Company will advise and assist the Clients in connection with the engineering phases of all construction and operating matters, including estimates of costs of construction, preparation of plans and designs, engineering and supervision of the fabrication of natural gas facilities, standardization of engineering procedures, and supervision and inspection of construction. The Company will also conduct both basic and specific research in fields related to the operations of the Clients.

12 *Facility Services.* The Company will manage and effectively execute facility operations, facility maintenance, provide suitable space in its offices for the use of the Clients and their officers and employees, provide delivery services, security services, print services, and other facility services.

13 *Gas Dispatching Services.* The Company will advise and assist the Clients in the dispatching of the gas supplies available to the Clients, and in determining and effecting the most efficient routing and distribution of such supplies in the light of the respective needs therefor and the applicable laws and regulations of governmental bodies. If requested by the Clients, the Company will provide a central dispatcher or dispatchers to handle the routing and dispatching of gas.

14 *Information Services.* The Company will advise and assist the Clients in matters involving the furnishing of information to customers, employees, investors and other interested groups, and to the public generally, including the preparation of booklets, photographs, motion pictures and other means of presentation, and assistance to Clients in their advertising programs.

15 *Information Technology Services.* The Company will advise and assist Clients in matters involving information technology, including management, operations, control, monitoring, testing, evaluation, data access security, disaster recovery planning, technical research, and support services. The Company will also provide and assist the Client with application development, maintenance, modifications, upgrades and ongoing production support for a portfolio of systems and software that are used by the Clients. In addition, the Company will identify and resolve problems, ensure efficient use of software and hardware, and ensure that timely upgrades are made to meet the demands of the Clients. The Company will also maintain information concerning the disposition and location of Information Technology assets.

16 *Insurance Services.* The Company will advise and assist the Clients in general insurance matters, in obtaining policies, making inspections and settling claims.

17 *Land/Surveying Services.* The Company will provide land asset management, land contract management, and surveying services in connection with Clients' acquisition, leasing, maintenance, and disposal of interests in real property, including the maintenance of land records and the recording of instruments relating to such interests in real property, where necessary.

18 *Legal Services.* The Company will provide Clients with legal services (including legal services, as necessary or advisable, in connection with or in support of any of the other services provided hereunder), including, but not limited to, general corporate matters and internal corporate maintenance, contract drafting and negotiation, litigation, liability and risk assessment, financing, securities offerings, state and federal regulatory compliance, state and federal regulatory support and rule interpretation and advice, including, without limitation, interpretation and advice concerning the regulations or orders of the Securities and Exchange Commission, the Federal Energy Regulatory Commission, the Environmental Protection Agency, and the Pipeline and Hazardous Materials Safety Administration, bankruptcy and collection matters, employment and labor relations investigations, union contracting, Equal Employment Opportunity Commission issues, compliance with state and federal legislative requirements, and all other matters for which Clients require legal services.

19 *Officers.* Any Client may, with the consent of the Company, elect to any office of the Client any officer or employee of the Company whose compensation is paid, in whole or in part, by the Company. Services rendered to the Client by such person as an officer shall be billed by the Company to the Client and paid for as provided in Articles 3 and 4, and the Client shall not be required to pay any compensation directly to any such person.

20 *Operations Support and Planning Services.* The Company will advise and assist the Clients in connection with operations support and planning, including logistics, scheduling & dispatching; workforce planning; corrosion and leakage programs; estimates of gas requirements and gas availability; gas transmission, measurement, storage and distribution; construction requirements; construction management; operating standards and practices; regulatory and environmental compliance; pipeline safety and compliance; employee and system safety programs; sustainability; training; management of transportation and sales programs; negotiation of gas purchase and sale contracts; energy marketing and trading, including off-system sales and capacity release activities contemplated in a Client's revenue sharing mechanism; security services; measurement, regulation and conditioning equipment; meter testing, calibration and repair; hydraulic gas network modeling, facility mapping and GIS technologies; and other operating matters.

21 *Purchasing, Storage and Disposition Services.* The Company will render advice and assistance to the Clients in connection with supply chain activities, including the standardization, purchase, lease, license and acquisition of equipment, materials, supplies, services, software, intellectual property and other assets, as well as shipping, storage and disposition of same. The Company will also render advice and assistance to the Client in connection with the negotiation of the purchase, sale, acquisition or disposition of assets and services and the placing of purchase orders for the account of the Client.

22 *Regulatory Services.* The Company will advise and assist the Clients in all regulatory and rate matters, including the design and preparation of schedules and tariffs, the analysis of rate filings, the preparation and presentation of testimony and exhibits to regulatory authorities, and other regulatory activities.

23 *Tax Services.* The Company will advise and assist the Clients in tax matters, in the preparation of tax returns and in connection with proceedings relating to taxes.

24 *Transportation Services.* The Company will advise and assist the Clients in connection with the purchase, lease, operation and maintenance of motor vehicles and the operation of aircraft owned or leased by the Company or the Clients.

25 *Treasury Services.* The Company provides services such as risk management, cash management, long and short term financing for all Clients, investment of temporarily available cash, retirement of long term debt, investment management oversight of all benefits plans, and special economic studies as requested.

26 *Miscellaneous Services.* The Company will render to any Client such other services, not hereinabove described, , as from time to time the Company may be equipped to render and such Client may desire to have performed.

ARTICLE 3

ALLOCATION METHODS

1 *Specific Direct Salary Charges to Clients.* To the extent that time spent by the officers and employees of the Company rendering services hereunder is related to services rendered to a specific Client, a direct salary charge, computed as provided in Article 4, shall be made to such Client.

2 *Apportioned Direct Salary Charges to Clients.* To the extent that the time spent by such officers and employees is related to services rendered to the Clients generally, or to any specified group of the Clients, a direct salary charge, computed as provided in Article 4, shall be made to the Clients generally, or to such specified group of the Clients, and allocated to each such Client using an allocation method as set forth on Exhibit A hereto.

3 *Direct Salary Charges for Services to the Company.* To the extent that time spent by any officer or employee of the Company is related to services rendered to the Company, a direct salary charge computed as provided in Article 4 shall be allocated among the Clients in the same proportions which the direct salary charges to such Clients made pursuant to Sections 1 and 2 of this Article III, for services of officers and employees, bear to the aggregate of such direct salary charges.

4 *Apportionment of Employee Benefits.* The employee benefit expenses that are related to direct salary charges made pursuant to sub-paragraphs (1), (2) and (3) of Article 3 shall be apportioned among the Clients, as applicable, in the proportions that the respective direct salary charges made pursuant to the rendering of such services to each such Client bear to the aggregate of such direct salary charges.

5 *Other Expenses.* All expenses, other than salaries and employee benefit expenses incurred by the Company in connection with services rendered to a specific Client shall be charged directly to such Client. All such expenses incurred by the Company in connection with services rendered to the Clients generally or to any specified group of Clients shall be apportioned in the manner set forth in Section 2 of this Article 3 for the apportionment of salary charges. All such expenses incurred by the Company in connection with services rendered to the

Company shall be apportioned in the manner set forth in Section 3 of this Article 3 for the apportionment of salary charges.

ARTICLE 4

COMPUTATION OF SALARY CHARGES

Direct Salary Charges The direct salary charge per hour which shall be made for the time of any officer or employee for services rendered in any calendar month shall be computed by dividing his total compensation for such month by the aggregate of (1) the number of scheduled working hours for which he was compensated, including hours paid for but not worked, and (2) hours worked in excess of his regular work schedule, whether or not compensated for.

Exhibit A

DIRECT BILLING AND BASES OF ALLOCATION

The Company will bill charges directly to a Client to the extent possible while any remaining costs are then allocated. When it is impractical or inappropriate to charge a Client directly, the Company allocates costs in accordance with the following Bases of Allocation which are filed annually with the FERC. The Company works cooperatively with department sponsors or project leaders through meetings and discussions to ensure costs are properly allocated to the Clients that will benefit from the service provided. Provided below are the Bases of Allocation for the Company, including a description of each basis and its numerator and denominator.

BASIS 1

GROSS FIXED ASSETS AND TOTAL OPERATING EXPENSES

- Fifty percent of the total charges will be allocated on the basis of the relation of the affiliate's gross fixed assets to the total gross fixed assets of all benefited affiliates; the remaining 50% will be allocated on the basis of the relation of the affiliate's total operating expenses to the total operating expenses of all benefited affiliates. All companies may be included in this allocation.

BASIS 2

GROSS FIXED ASSETS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its total gross fixed assets to the sum of the total gross fixed assets of all benefited affiliates. All companies may be included in this allocation.

BASIS 3

NUMBER OF METERS SERVICED

- Charges will be allocated to each benefited affiliate on the basis of the relation of its number of meters serviced to the total number of all meters serviced of the benefited affiliates. This allocation may only be used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, Columbia Gas of Maryland, and Bay State Gas Company.

BASIS 4

NUMBER OF ACCOUNTS PAYABLE INVOICES PROCESSED

- Charges will be allocated to each benefited affiliate on the basis of the relation of its number of accounts payable invoices processed (interface invoices excluded) to the total number of all accounts payable invoices processed of the benefited affiliates. All companies may be included in this allocation.

BASIS 7

GROSS DEPRECIABLE PROPERTY AND TOTAL OPERATING EXPENSE

- Fifty percent of the total charges will be allocated on the basis of the relation of the affiliate's total operating expenses to the total of all the benefited affiliates' total operating expense; the remaining 50% will be allocated on the basis of the relation of the affiliate's gross depreciable property to the gross depreciable property of all benefited affiliates. All companies may be included in this allocation.

BASIS 8

GROSS DEPRECIABLE PROPERTY

- Charges will be allocated to each benefited affiliate on the basis of the relation of its total depreciable property to the sum of the total depreciable property of all benefited affiliates. All companies may be included in this allocation.

BASIS 9

AUTOMOBILE UNITS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its number of automobile units to the total number of all automobile units of the benefited affiliates. All companies may be included in this allocation.

BASIS 10

NUMBER OF RETAIL CUSTOMERS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its number of retail customers to the total number of all retail customers of the benefited affiliates. All companies may be included in this allocation.

BASIS 11

NUMBER OF REGULAR EMPLOYEES

- Charges will be allocated to each benefited affiliate on the basis of the relation of its number of regular employees to the total number of all regular employees of the benefited affiliates. All companies may be included in this allocation.

BASIS 13

FIXED ALLOCATION

- Charges will be allocated to each benefited affiliate on the basis of fixed percentages on an individual project basis. All companies may be included in this allocation.

BASIS 14

NUMBER OF TRANSPORTATION CUSTOMERS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its Transportation Customers to the total of all Transportation Customers of the benefited affiliates. This allocation is only used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, Columbia Gas of Maryland, and Bay State Gas Company.

BASIS 15

NUMBER OF COMMERCIAL CUSTOMERS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its Commercial Customers to the total of all Commercial Customers of the benefited affiliates. This allocation is only used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, Columbia Gas of Maryland, and Bay State Gas Company.

BASIS 16

NUMBER OF RESIDENTIAL CUSTOMERS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its Residential Customers to the total of all Residential Customers of the benefited affiliates. This allocation is only used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, Columbia Gas of Maryland, and Bay State Gas Company.

BASIS 17

NUMBER OF HIGH PRESSURE CUSTOMERS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its High Pressure Customers to the total of all High Pressure Customers of the benefited affiliates. This allocation is only used by the following companies: Columbia Gas of Virginia, Columbia Gas of Kentucky, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, Columbia Gas of Maryland, and Bay State Gas Company.

BASIS 20

SERVICE COMPANY BILLING (DIRECT AND ALLOCATED) COSTS

- Charges will be allocated to each benefited affiliate on the basis of the relation of its Service Corporation billing costs, in total or by functional group (e.g. IT, Legal, HR, Finance, Audit), to the corresponding total of all Service Company billing costs, (i.e. in total or by functional group). The calculation of Basis 20 will include only those billings for services provided to all NiSource affiliates, excluding Business Unit specific shared service functions (i.e. functions that serve only one particular Business Unit). All companies may be included in this allocation.

3-00-4

NiSource

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January 8, 2003

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building,
400 North Street,
Harrisburg, PA 17120

Re: Columbia Gas of Pennsylvania, Inc. – Affiliate Transaction

Dear Mr. McNulty:

Enclosed for filing pursuant to 66 Pa. C.S.A §2102, are three copies of a "Base Contract for Sale and Purchase of Natural Gas" between Columbia Gas of Pennsylvania, Inc. ("CPA") and an affiliated company, Columbia Gas of Virginia, Inc. ("CVA"). The Commission has previously approved an affiliate agreement authorizing CPA and CVA to exchange goods and services (*See* Docket G-00000794, Order Entered October 25, 2000). However, CPA is filing the attached agreement because it explains the sale and exchange of gas in greater detail than the prior affiliate agreement. If this filing is deemed to be duplicative by the Commission, please inform me of that fact.

I have included an extra copy of the document. Please date stamp it and return it to me in the enclosed envelope. If you have any questions about the enclosed document or if I may be of any assistance, please do not hesitate to contact me at 412.572.7142.

Sincerely,

Mark Kempic

Mark R. Kempic
Senior Attorney

enclosures

BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS

This Base Contract, made and entered into this 1st day of April, 2002, by and between Columbia Gas of Virginia, Inc., a Virginia corporation with offices located at 200 Civic Center Drive, Columbus, Ohio 43215 and Columbia Gas of Pennsylvania, Inc., a Pennsylvania corporation with offices located at 200 Civic Center Drive, Columbus, Ohio 43215.

ARTICLE I PURPOSE AND PROCEDURES

1.1 This Base Contract establishes the general terms and conditions governing purchases, sales, physical options, and exchanges of Gas between the Parties during the period this Base Contract is in effect, inclusively known as ("Transactions"). As used herein, the term "Buyer" refers to the Party purchasing the Transaction and the term "Seller" refers to the Party selling the Transaction.

1.2 The Parties will use the following Transaction Confirmation procedure. Should the Parties come to an agreement regarding a Transaction for a particular Delivery Period, Seller will, and Buyer may, record that agreement on a Transaction Confirmation and facsimile or deliver such Transaction Confirmation to the other Party by the close of the Business Day following the date of agreement. If a sending Party's Transaction Confirmation is contrary to the receiving Party's understanding of the agreement, such receiving Party shall notify the sending Party via facsimile before the close of the second Business Day following receipt. The receiving Party's failure to so notify sending Party in writing within the aforementioned time period constitutes receiving Party's agreement to the terms of the transaction described in the sending Party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same Transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved.

1.3 Each Party consents to the recording of all telephone conversations between its employees and the employees of the other Party.

1.4 The entire agreement between the Parties shall be governed by those provisions contained in the Base Contract and any effective Transaction Confirmation ("Contract"). In the event of a conflict between the terms of any Transaction Confirmation and the terms of this Base Contract, the terms of the Transaction Confirmation shall govern.

ARTICLE II DEFINITIONS

2.1 "British Thermal Unit" or "Btu" shall mean the amount of heat required to raise the temperature of one pound of pure water from 59° Fahrenheit to 60° Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute (psia).

2.2 "Business Day" shall mean any day except Saturday, Sunday or Federal Reserve Bank holidays.

2.3 "Contract" shall mean the legally binding relationship established by (i) this Base Contract and (ii) the provisions contained in any effective Transaction Confirmation(s).

2.4 "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as set forth in the Transaction Confirmation.

2.5 "Contract Price" shall mean the amount expressed in U.S. Dollars per Dth, as specified by the Parties on the Transaction Confirmation.

2.6 "Cover Standard" shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the non-defaulting Party shall use commercially reasonable efforts to obtain or sell Gas at a price reasonable for the delivery or production area, as applicable, consistent with the amount of notice provided by the defaulting Party with consideration for the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable, the quantities involved and the anticipated length of failure by the defaulting Party.

2.7 "Day" shall mean a period of twenty-four (24) consecutive hours, coextensive with a "Day" as defined in the tariff of the Transporter delivering Gas to the Delivery Point, or the Transporter receiving Gas if there is no Transporter delivering Gas, in a particular transaction.

2.8 "Delivery Period" shall be the period during which deliveries are to be made as set forth in the Transaction Confirmation.

2.9 "Delivery Point" shall mean such points as are mutually agreed upon between Seller and Buyer as set forth in the Transaction Confirmation.

2.10 "Dth" shall mean one million British Thermal Units.

2.11 "Gas" shall mean any mixture of hydrocarbons or of hydrocarbons and non-combustible gases in a gaseous state consisting essentially of methane which conforms with Section 7.1.

2.12 "Imbalance Charges" shall mean any scheduling penalties, imbalance penalties, overpull or unauthorized overrun penalties, operational flow order penalties, Cash Out Charges, banking charges, or similar penalties, fees or charges assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.

2.13 "Month" shall mean the period beginning on the first day of the calendar month and ending immediately prior to the commencement of the first day of the next calendar month.

2.14 "Schedule", "Scheduling", "Scheduled" or "Nominations" shall refer to the act of Seller, Buyer, and the Transporter(s) notifying, requesting, and confirming to each other the quantity of Gas to be delivered hereunder on any given Day during the Delivery Period.

2.15 "Spot Price" shall mean the Midpoint price listed in the publication *Gas Daily* as published by Financial Times Energy, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day. If no price is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price is published that next preceded the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price is published that next follows the relevant Day.

2.16 "Transaction Confirmation" shall mean the document, substantially in the form of Exhibit A, setting forth the terms of a Transaction formed pursuant to Section 1 for a particular Delivery Period.

2.17 "Transporter(s)" shall mean all Gas pipeline companies, or the physical facilities thereof, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular Transaction Confirmation.

ARTICLE III PERFORMANCE OBLIGATION

3.1 The Performance Obligation shall be designated in each Transaction Confirmation from one of the following:

3.1.1 "Interruptible" shall mean that either Party may interrupt its performance at any time for any reason except for reasons of price, whether or not caused by an event of Force Majeure, in which case there will be no liability, except such interrupting Party is responsible for any Imbalance Charges as set forth in Section 6.3 related to its interruption after the nomination is made to the Transporter, and until the change in deliveries and/or receipts is confirmed and implemented by Transporter.

3.1.2 "Secondary Firm" shall mean that either Party may interrupt its performance to the extent that such performance is prevented for reasons of Force Majeure or curtailment or interruption of such Party's interruptible transportation and/or storage, transportation between secondary firm points or recallable firm transportation, in which case there will be no liability except such interrupting Party is responsible for any Imbalance Charges, as set forth in Section 6.3, related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed and implemented by Transporter. If a Party interrupts for any other reason the non-breaching Party's exclusive remedy shall be that it may recover its Cover Costs as set forth in Section 4.1.

3.1.3 "Primary Firm" shall mean that either Party may only interrupt its performance to the extent that such performance is prevented for reasons of Force Majeure or curtailment of firm transportation and/or storage between primary firm points, in which case there will be no liability except that such interrupting Party is responsible for any Imbalance Charges, as set forth in Section 6.3, related to its interruption after the nomination is made to the Transporter. If a Party interrupts for any other reason the non-breaching Party's exclusive remedy shall be as set forth in Section 4.1.

3.2 If a Party interrupts its performance, such Party will curtail in a fair and reasonable manner giving similar treatment to similarly affected sales customers.

ARTICLE IV DEFAULTS AND REMEDIES

4.1 Subject to Section 4.3, the exclusive and sole remedy of the Parties in the event of a breach of Performance Obligation shall be recovery of the following :

(i) In the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Price and the purchase price paid by Buyer utilizing the Cover Standard for replacement Gas, adjusted for commercially reasonable incremental transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller on such Day(s) ("Buyer's Cover Costs"); or

(ii) In the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Price and the price received by Seller utilizing the Cover Standard from the resale of such Gas, adjusted for commercially reasonable incremental transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually received by Buyer for such Day(s) ("Seller's Cover Costs"); or

(iii) In the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third Party, and no such replacement or sale is available, then the exclusive remedy of the non-breaching Party shall be the difference between the Contract Price and the Spot Price multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller and received by Buyer for such Day.

4.2 When reasonable grounds for insecurity of payment arise, either Party may demand adequate assurance of performance from the other party. Adequate assurance shall mean sufficient security in the form and for the term reasonably acceptable to the demanding Party including, but not limited to, a standby irrevocable letter of credit, a prepayment or a guarantee by a credit-

worthy entity. Notwithstanding and in addition to but not in limitation of any other provision hereof or in the event (each a "default") either Party (the "Defaulting Party") shall:

(i) Make an assignment or any general arrangement for the benefit of creditors; or

(ii) Become bankrupt or insolvent, however evidenced, or be unable to pay its debts as they fall due; or

(ii) File a petition or otherwise commence a proceeding under any bankruptcy, insolvency, reorganization or similar law; or have any such petition filed or proceeding commenced against it; or

(iii) Have a liquidator, administrator, receiver or trustee appointed with respect to it or any substantial portion of its property or assets; or

(iv) Fail to pay or perform, when due, any material obligation to the other Party (the "Non-Defaulting Party"), whether under this agreement, or in connection with credit support obligations or otherwise and such failure is not cured within two (2) Business Days after written notice thereof to the Defaulting Party; or

(v) Fail to provide adequate assurance of its ability to perform all of its outstanding obligations to the Non-Defaulting Party under this Base Contract;

then in any such event the Non-Defaulting Party shall have the right to designate an early termination date ("Early Termination Date") as any date on or after the event of default under this Section 4.2. Upon the Early Termination Date, the Non-Defaulting Party shall have the right to liquidate any and all Transactions under this Contract (including any portion of a Transaction not yet fully delivered) then outstanding by:

(i) Closing out each Transaction being liquidated at its Market Value, as defined below, so that each such Transaction is canceled and a settlement payment in an amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Transaction shall be due to the Buyer under the Transaction if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and

(ii) Discounting each amount then due under clause (i) above to present value in a commercially reasonable manner as at the time of liquidation (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Transaction); and

(iii) Setting off or aggregating, as appropriate, any or all settlement payments (discounted as appropriate) and (at the election of the non-defaulting Party) any or all other amounts owing between the Parties under this Contract so that all such amounts are aggregated and/or netted to a single liquidated amount payable by one Party to the other. The net amount due any such liquidation shall be paid by the close of business on the Business Day following the Early Termination Date.

For purposes of this Section 4.2, "Contract Value" means the amount of the Gas remaining to be delivered or purchased under a Transaction multiplied by the Contract Price per unit, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a Transaction multiplied by the market price per unit determined by the non-defaulting Party in a commercially reasonable manner using the Cover Standard. The rate of interest used in calculating net present value shall be determined by the non-defaulting Party in a commercially reasonable manner. The Parties agree that a Transaction under this Section 4.2 shall constitute a "forward contract" within the meaning of the United States Bankruptcy Code.

4.3 The Non-Defaulting Party's rights under this Section are in addition to, and not in limitation or exclusion of, any other rights which the Non-Defaulting Party may have (whether by agreement, operation of law or otherwise) subject to the Non-Defaulting limitation set forth in Section 4.4. If a default occurs, the Non-Defaulting Party may (at its election) from time to time set off any or all amounts which the Defaulting Party owes to it (whether under this Base Contract, any Forward Contract or otherwise and whether or not then due), provided that any amount not then due which is included in such setoff shall be discounted to present value as of the time of setoff (to take account of the period between the date of setoff and the date on which such amount would have otherwise been due).

4.4 In no event will either Party be responsible, either under this Article IV or under any other term or provision of this Contract, for incidental, consequential, special, or punitive damages.

ARTICLE V TRANSPORTATION

5.1 Seller shall have the sole responsibility and bear the full cost and expense of transporting the Gas, or ensuring that the Gas is transported, to the Delivery Point. Buyer shall have the sole responsibility and bear the full cost and expense of transporting the Gas, or ensuring that the Gas is transported at and after the Delivery Point.

5.2 If the supply or transportation necessary to deliver or receive the Contract Quantity is unavailable for any reason, the Party responsible for or having notice of such interruption shall promptly notify the other Party by facsimile. Seller and Buyer shall then cooperate in all reasonable actions to avoid Imbalance Charges imposed by the Transporter(s). Notwithstanding the above, any notice of interruption shall not be considered an amendment of the Performance Obligation set forth in an applicable Transaction Confirmation.

ARTICLE VI QUANTITY, SCHEDULING AND IMBALANCES

6.1 Seller agrees to sell and deliver, or cause to be delivered, and Buyer agrees to purchase and receive or cause to be received, the Contract Quantity for a particular Transaction in accordance with the terms of this Contract.

6.2 The Parties shall coordinate their Scheduling requirements by telephone with immediate confirmation in writing by facsimile. Ample time must be given to meet the Scheduling deadlines of the affected Transporter(s). Each Party shall give the other Party timely prior notice, sufficient to meet the requirements of all Transporter(s) involved in the Gas delivery to Buyer, of the quantities of Gas to be delivered and purchased each Day. Should either Party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such Party shall notify immediately the other Party by telephone to be followed up with written facsimile notice within twenty-four hours. Notice provisions shall be waived if mutually agreed upon.

6.3 The Parties shall use commercially reasonable efforts to avoid imposition by any Transporter of Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the Parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's actions or inactions (which shall include, but shall not be limited to, Buyer's failure to accept quantities of Gas equal to the Scheduled Gas), then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller to the Transporter. If the Imbalance Charges were incurred as a result of Seller's actions or inactions (which shall include, but shall not be limited to, Seller's failure to deliver quantities of Gas equal to the Scheduled Gas), then Seller shall pay for such Imbalance Charges, or reimburse Buyer for such Imbalance Charges paid by Buyer to the Transporter.

6.4 Seller shall be responsible for allocating gas tendered to Transporter(s) among Buyer and other buyers for each point(s) of delivery. Seller shall not retroactively change any allocation information which Seller has previously provided to Transporter(s) without Buyer's express written concurrence.

ARTICLE VII QUALITY

7.1 All Gas delivered by Seller shall meet the quality and heat content requirements of Transporter(s)' tariff(s), as may be amended from time to time.

ARTICLE VIII DELIVERY PRESSURE

8.1 Gas delivered hereunder shall be at commercial operating pressures sufficient to deliver such quantities at the Delivery Point(s).

ARTICLE IX MEASUREMENT

9.1 The unit of quantity measurement for purposes of this Contract shall be one Dth (dry).

9.2 Measurement of Gas quantities hereunder shall be in accordance with the tariff of the first Transporter immediately downstream of the Delivery Point(s).

ARTICLE X TAXES

10.1 Seller shall pay or cause to be paid, all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to its delivery at the Delivery Point(s). Buyer shall pay or cause to be paid, all Taxes on or with respect to the Gas at or after its delivery at the Delivery Point(s). If a Party is required to remit or pay Taxes which are the other Party's responsibility hereunder, such Party shall promptly reimburse the other Party for such Taxes. If Buyer is entitled to an exemption of such Gas from any such Taxes or charges, Buyer shall furnish Seller any necessary exemption or resale certificate covering the Gas delivered hereunder at the Delivery Point(s).

10.2 Neither the Contract Price to be paid for Gas nor any other provision of this Contract shall be affected by an increase or decrease in the rate or amount of any tax or the repeal of an existing tax imposed on either Party, by the enactment of a new tax, or by the subsequent application hereto of any existing tax.

ARTICLE XI BILLING, PAYMENT AND AUDIT

11.1 On or before the tenth day following the Month of deliveries of Gas hereunder, Seller shall deliver to Buyer a statement for the preceding Month properly identified as to the Delivery Point and applicable Transaction Confirmation showing the total quantity of Gas delivered and the amount due. If the actual quantity delivered is not available by the contractual billing date, billing will be prepared based on the Scheduled quantities. The Scheduled quantity will then be corrected to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

11.2 Buyer shall remit by wire transfer the amount due pursuant to Seller's invoice instructions, by the later of the 25th day of the Month in which the statement was rendered or ten calendar days after receipt of the statement by Buyer; provided that if the due date is not a Business Day, payment is due on the next Business Day following that date. If Buyer fails to remit the full amount payable by Buyer when due, interest on the unpaid portion shall accrue at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum from the date due until the

date of payment, or (ii) the maximum applicable lawful interest rate. If Buyer, in good faith, disputes the amount of any such statement or any part thereof, Buyer will pay to Seller such amount as it concedes to be correct; provided, however, if Buyer disputes the amount due, Buyer must provide supporting documentation acceptable in industry practice from its Transporter to verify the amount paid. If it is ultimately determined that Buyer owes the disputed amount, Buyer will pay Seller that amount with interest as determined above immediately upon such determination. Any payments due the Buyer hereunder shall be made in accordance with this Section 11.2.

11.3 Either Party shall have the right at its own expense, upon reasonable notice and at reasonable times, to examine the books and records of the other Party to the extent reasonably necessary to verify (i) the accuracy of any statement, charge, payment, computation or other documentation made under the Contract or (ii) any curtailment of service under Section 3.2. Any such audit and any claim based upon errors in (i) or (ii), immediately above, must be made within two years of the date of such statement or any revision thereof or the last Day of the Month during which any such alleged unauthorized curtailment occurs. Following such two year period, a billing statement as adjusted shall be final. Errors in a Party's favor shall be rectified in full, with interest as calculated above, by such Party within 30 days of notice and substantiation of such inaccuracy.

11.4 The receipt of any invoice, statement, information concerning a Transaction or the act of payment or partial payment shall not constitute accord and satisfaction, waiver, release, full payment, satisfaction, laches, estoppel or other defense to a claim by or against the Seller or Buyer for the true and actual amount accurately due and payable for the full period of two years in arrears.

11.5 Each Party shall have the right of recoupment against any and all amounts due or to become due to the other Party hereunder. Each right of recoupment may be exercised at any time and in the ordinary course of business without demand on or notice to the other Party, its affiliates, parent or its guarantor. The right of recoupment shall not be deemed to be waived by any conduct of either Party, by any failure to exercise such right, or by any neglect or failure in so doing.

ARTICLE XII TITLE, WARRANTY AND INDEMNITY

12.1 Title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to said Gas at and after its delivery to Buyer at the Delivery Point(s).

12.2 Seller warrants that it will have good and merchantable title to or will have the right to deliver all Gas sold hereunder and/or delivered by it to Buyer, free and clear of all liens, encumbrances, and claims.

12.3 Seller and Buyer each warrants that it is engaged in the direct commercial use of Gas in the ordinary course of its business, as producer, processor, merchant, or consumer or otherwise has knowledge of the practices associated with the purchase or sale of Gas. Each further warrants that it has and will maintain all the regulatory authorizations, certificates, and documentation as may be necessary and legally required to transport, buy, or make sales for resale of Gas sold or purchased hereunder.

12.4 If any claim related to the title to the Gas sold and/or delivered hereunder is asserted at any time, Buyer may withhold payment of up to the amount of such claim without interest, as security for the performance of Seller's obligations hereunder until such claim has been finally determined, or until Seller has furnished a bond or other acceptable assurances to Buyer under terms and conditions reasonably satisfactory to Buyer, and in an amount with surety reasonably satisfactory to Buyer.

12.5 Seller agrees to indemnify Buyer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims of title, personal injury or property damage from any or all persons to said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims regarding payment, personal injury, death or property damage from said Gas or other charges thereon which attach at and after title passes to Buyer, subject to Seller's obligation regarding quality as set forth in Section 7.1.

ARTICLE XIII NOTICES

13.1 All Transaction Confirmations and other communications ("Communications") made pursuant to the Contract shall be sent or hand delivered to the other Party at the address shown below:

Columbia Gas of Virginia, Inc.
200 Civic Center Drive
Columbus, Ohio 43215
Attn: Energy Trading Manager
Phone: 614-460-6227
Fax: 614-460-6442

Columbia Gas of Pennsylvania, Inc.
200 Civic Center Drive
Columbus, Ohio 43215
Attn: Energy Trading Manager
Phone: 614-460-6227
Fax: 614-460-6442

13.2 All invoices and payments shall be sent or hand delivered to the other Party at the address shown below:

Columbia Gas of Virginia, Inc.	Columbia Gas of Pennsylvania, Inc.
200 Civic Center Drive	200 Civic Center Drive
Columbus, Ohio 43215	Columbus, Ohio 43215
Attn: Gas Purchase Services Manager	Attn: Gas Purchase Services Manager
Phone: 614-460-6225	Phone: 614-460-6225
Fax: 614-460-6442	Fax: 614-460-6442

13.3 Either Party may modify any information specified above by written notice to the other Party, except changes to the payment information, which written notice must be notarized.

13.4 All Communications ("Notices") required hereunder may be sent by facsimile or mutually accepted electronic means, a nationally recognized overnight courier service, first class mail or hand delivered. All invoices required hereunder may be sent by facsimile or mutually accepted electronic means and followed by a nationally recognized overnight courier service, first class mail or hand delivered.

13.5 Notices sent by facsimile shall be deemed to have been received upon the sending Party's receipt of its facsimile's confirmation thereof. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving Party. Notice delivered by hand shall be deemed to be received at the time it is delivered to an officer or to a responsible employee of the receiving Party. Notice via first class mail shall be considered delivered two Business Days after mailing.

ARTICLE XIV FORCE MAJEURE

14.1 Except with regard to a Party's obligation to make payments due under the Contract, neither Party shall be liable to the other for a failure to perform its obligations hereunder, if such failure was caused by Force Majeure. As used herein, the term "Force Majeure" shall mean an unforeseen occurrence or event beyond the control of the Party claiming excuse which partially or entirely prevents that Party's performance of its obligations as further defined in Section 14.3.

14.2 The Party whose performance is prevented by Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notification with particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other Party, the affected Party will be relieved of its obligation to make/accept delivery of Gas to the extent and for the duration of Force Majeure and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

14.3 Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe, weather related events such as hurricanes or freezing or failure of wells or lines of pipe which affects an entire geographic region; (ii) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, insurrections or wars; (iii) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction; and (iv) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected Party. Seller and Buyer shall make reasonable efforts to avoid Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

14.4 Neither Party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected from any or all of the following circumstances: (i) the sole or contributory negligence of the Party claiming excuse; (ii) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch: and (iii) economic hardship. Force Majeure shall not excuse a Party's responsibility for Imbalance Charges, as set forth in Section 6.3. As soon as possible after the Force Majeure event shall have been remedied, the Party claiming suspension shall likewise give notice to the effect that the same has been remedied and that such Party has resumed, or is then in a position to resume, the performance of such covenants or obligations.

14.5 Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall he entirely within the discretion of the Party experiencing such disturbance.

ARTICLE XV GOVERNMENTAL REGULATION

15.1 This Contract and all provisions herein will be subject to all present and future applicable and valid statutes, rules, orders and regulations of any Federal, State, or local governmental authority having jurisdiction over the Parties, their facilities, or Gas supply, this Base Contract or Transaction Confirmation or any provisions thereof.

15.2 Each Party certifies that, during the performance of this contract, its employment practices, pertaining to employees and applicants, shall comply with all applicable federal, state and local laws and regulations regarding discrimination because of race, color, religion, national origin, sex, age, disability or veteran status, including but not limited to the provisions of the Civil Rights Act of 1964, Fair Labor Standards Act of 1938, Americans with Disabilities Act of 1990, Executive Order 11246 of September 24, 1965, Family and Medical Leave Act of 1993, Code of Federal Regulations (CFR); 41 CFR Part 60-1, 41 CFR Part 60-250, and 41 CFR Part 60-741, all provisions as amended, and all provisions thereof being incorporated herein by reference.

15.3 Each Party hereby represents and warrants that it will, to the greatest extent practical, consistent with efficient contract performance, provide small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals with the opportunity to participate in performing contracts or subcontracts related to this contract. Each Party further states that it shall ensure timely payment of amounts due to any such contractor or subcontractor.

15.4 Neither Party will be held in default for failure to perform under this Contract, if such failure is due to compliance with such rules, regulations, laws, orders or directives of any State, Federal or other governmental regulatory authority.

ARTICLE XVI TERM

16.1 This Base Contract shall remain in effect for one month from the date hereof and from Month to Month thereafter unless terminated by either Party on thirty (30) Days advance written notice; provided, however, that, except as provided in Section 4.2, if one or more Transaction Confirmations are in effect, termination shall not be effective until the expiration of the latest Delivery Period of such Transaction Confirmation(s). The obligations of a Party to make any payment due hereunder and the obligation of Seller to indemnify Buyer, and Buyer to indemnify Seller, pursuant hereto shall survive the termination or cancellation of the Contract or Transaction Confirmation.

ARTICLE XVII DISPUTE RESOLUTION

17.1 In the event a dispute arises between Buyer and Seller, or the successors or assigns of either of them, regarding the application or interpretation of any provision of this Base Contract or a Transaction Confirmation, the aggrieved Party shall promptly notify the other Party of its intent to invoke this dispute resolution procedure after such dispute arises. If the Parties shall have failed to resolve the dispute within ten Business Days after delivery of such notice, each Party shall, within five Business Days thereafter nominate an officer of its company to meet at a mutually agreed location to resolve the dispute.

ARTICLE XVIII MISCELLANEOUS

18.1 This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning Party, which consent will not be unreasonably withheld or delayed; provided, however, that either Party may, without the consent of the other Party and without relieving itself from liability hereunder, (i) transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Contract to an affiliate of such Party which affiliate's creditworthiness is comparable to or higher than that of such Party, or (iii) transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets of such Party; provided, however, that in each such case, any such assignee shall agree to in writing to be bound by the terms and conditions hereof.

18.2 If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

18.3 No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative.

18.4 This Contract sets forth all understandings between the Parties respecting the subject matter of each transaction and any prior contracts, understandings and representations, whether oral or written, representing this subject matter are merged into and superseded by the Base Contract and any effective Transaction Confirmation(s). This Contract may only be amended in writing.

18.5 This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. As used herein, the singular of any term shall include the plural.

18.6 The interpretation and performance of this Contract shall be governed by the laws of Virginia excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

18.7 This Contract was prepared jointly by Seller and Buyer, and, in the event of doubt or ambiguity in the language of any of its provisions, shall be construed with equal strength in favor of both Parties.

18.8 The terms of this Contract and of any Transaction Confirmation entered into pursuant hereto, including but not limited to the Contract Price, the Contract Quantity, the Delivery Period, the identified Transporter(s), and all other material terms thereof shall be kept confidential by the Parties hereto for one year from the expiration of such Transaction, except to the extent that any information must be disclosed to a third Party for the purpose of effectuating transportation of Gas subject to the Contract or to meet New York Mercantile Exchange requirements or governmental agency requirements or requests or requests in civil or regulatory proceedings where necessary.

18.9 Compliance with the confirmation procedures of Article I satisfies any "writing" requirements imposed under the Uniform Commercial Code or any other applicable contract law.

IN WITNESS WHEREOF, Parties hereto have caused their names to be signed and executed in duplicate on this 3rd day of April, 2002.

COLUMBIA GAS OF VIRGINIA, INC.

By: Peggy Sardini mad
Title: _____

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Title: _____ dlc

EXHIBIT A

TRANSACTION CONFIRMATION

Date: _____, 20__
Seller's Transaction Confirmation #: _____
Buyer's Transaction Confirmation #: _____

Please deliver to _____ immediately.
Please notify _____ in writing within two (2) Business Days if you are NOT in Agreement

SELLER:	BUYER:
_____ _____ _____ Attn: _____ Phone: _____ Fax: _____	_____ _____ _____ Attn: _____ Phone: _____ Fax: _____
Contract Price: $_____/Dth	Delivery Period: From _____, 20__ to _____, 20__
Contract Quantity: ☐ _____Dth/Day (No Intra-month Swing) ☐ From _____ to _____ Dth/day (Intra-month Swing)	Performance Obligation: Select One ☐ Interruptible ☐ Secondary Firm ☐ Primary Firm
(If a pooling point is used, list a specific geographic and pipeline location) Delivery Point(s): _____	
Special Conditions:	
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____, 20__.	
By: (Buyer)_____ Title: _____ Date: _____	By: (Seller)_____ Title: _____ Date: _____

Columbia Gas of Pennsylvania

Law Department
Shared Services

200 Civic Center Drive
Columbus, OH 43215

Mailing:
P.O. Box 117
Columbus, OH 43216-0117

614-460-6000

WRITER'S DIRECT DIAL
(614) 460-4646

November 17, 1998

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120-3265

Re: Columbia Gas of Pennsylvania, Inc. -- Affiliate Transaction

Dear Mr. McNulty:

Enclosed for filing, pursuant to 66 Pa.C.S.A. §2102, is a copy of a Base Contract for Purchase and Sale of Natural Gas between Columbia Gas of Pennsylvania, Inc. and an affiliated company, Columbia Gas of Ohio, Inc.

If you have any questions about the enclosed document or if I may be of assistance, please do not hesitate to contact me at (614) 460-4646.

Very truly yours,

Theodore J. Gallagher
Attorney for
Columbia Gas of Pennsylvania, Inc.

enclosure

BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS

This Base Contract, made and entered into this 1st day of October, 1998, by and between Columbia Gas of Ohio, Inc., an Ohio corporation with offices located at 200 Civic Center Drive, Columbus, Ohio 43215, and Columbia Gas of Pennsylvania, Inc., a Pennsylvania corporation with offices located at 200 Civic Center Drive, Columbus, Ohio 43215.

ARTICLE I PURPOSE AND PROCEDURES

1.1 This Base Contract establishes the terms governing purchases, sales and/or exchanges of Gas during the period this Base Contract is in effect. The Base Contract anticipates that the role of a party may change from time to time and that role may in some cases be that of the Seller and in other cases be that of the Buyer. As used herein, the term "Buyer" refers to the party receiving Gas and the term "Seller" refers to the party delivering Gas.

1.2 The terms and conditions incorporated in this Base Contract are intended to facilitate the entering into by Buyer and Seller of a variety of types of transactions with specific pertinent terms and durations. The types of transactions covered by this Base Contract are defined in Section 3.1:

(i) Interruptible (I)
(ii) Secondary Firm (SF)
(iii) Primary Firm (PF) or
(iv) Exchange of Futures For Physicals (EFP)

1.3.1 The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase or sale transaction for a particular Delivery Period, Seller will, and Buyer may, record that agreement on a Transaction Confirmation and facsimile or hand deliver such Transaction Confirmation to the other party by the close of the Business Day following the date of agreement.

1.3.2 If a sending party's Transaction Confirmation is contrary to the receiving party's understanding of the agreement, such receiving party shall notify via facsimile the sending party before the close of the second Business Day following receipt if such receiving party has not previously sent a Transaction Confirmation to the sending party. The receiving party's failure to so notify sending party in writing within the aforementioned time period constitutes receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation.

1.4 The entire agreement between the parties shall be governed by those provisions contained in the Base Contract and any effective Transaction Confirmation ("Contract"). In the event of a conflict between the terms of any Transaction Confirmation and the terms of this Base Contract, the terms of the Transaction Confirmation shall govern.

ARTICLE II DEFINITIONS

2.1 "British Thermal Unit" or "Btu" shall mean the amount of heat required to raise the temperature of one pound of pure water from 59° Fahrenheit to 60° Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute (psia).

2.2 "Business Day" shall mean any day except Saturday, Sunday or bank holidays.

2.3 "Contract" shall mean the legally-binding relationship established by (i) this Base Contract and (ii) the provisions contained in any effective Transaction Confirmation(s).

2.4 "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as set forth in the Transaction Confirmation.

2.5 "Cover Costs" shall have the meaning set forth in Section 4.1.

2.6 "Cover Standard" shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the non-defaulting party shall use commercially reasonable efforts to obtain or sell Gas at a price reasonable for the delivery or production area, as applicable, consistent with the amount of notice provided by the defaulting party with consideration for the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable, the quantities involved and the anticipated length of failure by the defaulting party.

2.7 "Day" shall mean a period of twenty-four (24) consecutive hours, coextensive with a "day" as defined in the tariff of the Transporter delivering Gas to the Delivery Point, or the Transporter receiving Gas if there is no Transporter delivering Gas, in a particular transaction.

2.8 "Delivery Period" shall be the period during which deliveries are to be made as set forth in the Transaction Confirmation.

2.9 "Delivery Point" shall mean the downstream side of such location(s) as are mutually agreed upon between Seller and Buyer as set forth in the Transaction Confirmation.

2.10 "Gas" shall mean any mixture of hydrocarbons or of hydrocarbons and non-combustible gases in a gaseous state consisting essentially of methane which conforms with Section 7.1.

2.11 "Imbalance Charges" shall mean any scheduling penalties, imbalance penalties, overpull or unauthorized overrun penalties, operational flow order penalties, Cash Out Charges, banking charges, or similar penalties, fees or charges assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.

2.12 "MMBtu" shall mean one million British Thermal Units.

2.13 "Month" shall mean the period beginning on the first day of the calendar month and ending on the first day of the next calendar month.

2.14 "Schedule", "Scheduling", "Scheduled" or "Nominations" shall refer to the act of Seller, Buyer, and the Transporter(s) notifying, requesting, and confirming to each other the quantity of Gas to be delivered hereunder on any given Gas Day during the Delivery Period.

2.15 "Transaction Confirmation" shall mean the form attached in Exhibit A.

2.16 "Transporter(s)" shall mean all Gas pipeline companies, or the physical facilities thereof, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular Transaction Confirmation.

ARTICLE III PERFORMANCE OBLIGATION

3.1 The Performance Obligation shall be designated in each Transaction Confirmation from one of the following:

3.1.1 "Interruptible" shall mean that either party may interrupt its performance at any time for any reason except for reasons of price, whether or not caused by an event of force majeure, with no liability, except such interrupting party is responsible for any Imbalance Charges as set forth in Section 6.3 related to its interruption after the nomination is made to the Transporter.

3.1.2 "Secondary Firm" shall mean that either party may interrupt its performance to the extent that such performance is prevented for reasons of Force Majeure or curtailment of such party's interruptible transportation and/or storage, transportation between secondary firm points or recallable firm transportation, with no liability except such interrupting party is responsible for any Imbalance Charges, as set forth in Section 6.3, related to its interruption after the nomination is made to the Transporter. If a party interrupts for any other reason the non-breaching party's exclusive remedy shall be that it may recover its Cover Costs.

3.1.3 "Primary Firm" shall mean that either party may only interrupt its performance to the extent that such performance is prevented for reasons of Force Majeure or curtailment of firm transportation and/or storage between primary firm points, with no liability except that such interrupting party is responsible for any Imbalance Charges, as set forth in Section 6.3, related to its interruption after the nomination is made to the Transporter. If a party interrupts for any other reason the non-breaching party's exclusive remedy shall be that it may recover its Cover Costs.

3.1.4 "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving futures contracts on the New York Mercantile Exchange. EFP shall incorporate the meaning and remedies of Primary Firm.

3.2 If a party interrupts its performance, such party will curtail each customer group in a fair and reasonable manner giving similar treatment to similarly affected customers.

ARTICLE IV DEFAULTS AND REMEDIES

4.1 Subject to Section 4.3, the exclusive and sole remedy of the parties in the event of a breach of the Performance Obligation shall be recovery of the following Cover Costs: (i) in the event of a breach by Seller, payment by Seller to Buyer in an amount equal to the difference between the Contract Price and the purchase price paid by Buyer utilizing the Cover Standard for replacement Gas, adjusted for reasonable incremental transportation costs to or from the Delivery Point(s), multiplied by the quantity of Gas agreed upon but not delivered by Seller ("Buyer's Cover Costs"); or (ii) in the event of a breach by Buyer, payment by Buyer to Seller in an amount equal to the difference between the Contract Price and the price received by Seller utilizing the Cover Standard from the resale of such Gas, adjusted for reasonable incremental transportation costs to or from the Delivery Point(s), multiplied by the quantity of Gas agreed upon but not taken by Buyer ("Seller's Cover Costs"); (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available, then the exclusive remedy of the non-breaching party shall be the difference between the Contract Price and the price that would have been paid or received utilizing the Cover Standard multiplied by the quantity of Gas agreed upon but not delivered by Seller or taken by Buyer.

4.2 In no event will either party be responsible, either under this Article IV or under any other term or provision of this Contract, for incidental, consequential, special, or punitive damages.

4.3 In the event that the non-defaulting party terminates the Contract under Section 15.2, the non-defaulting party shall have the right to designate an early termination date ("Early Termination Date") as any date on or after the event of default under Section 15.2. Upon the Early Termination Date, the non-defaulting party shall have the right to liquidate any and all Transactions under this Contract (including any portion of a Transaction not yet fully delivered) then outstanding by:

(i) Closing out each Transaction being liquidated at its Market Value, as defined below, so that each such Transaction is canceled and a settlement payment in an amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Transaction shall be due to the Buyer under the Transaction if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and

(ii) Discounting each amount then due under clause (i) above to present value in a commercially reasonable manner as at the time of liquidation (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Transaction); and

(iii) Setting off or aggregating, as appropriate, any or all settlement payments (discounted as appropriate) and (at the election of the non-defaulting party) any or all other amounts owing between the parties under this Contract so that all such amounts are aggregated and/or netted to a single liquidated amount payable by one party to the other. The net amount due any such liquidation shall be paid by the close of business on the Business Day following the Early Termination Date.

For purposes of this Section 4.3, "Contract Value" means the amount of the Gas remaining to be delivered or purchased under a Transaction multiplied by the Contract Price per unit, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a Transaction multiplied by the market price per unit determined by the non-defaulting party in a commercially reasonable manner using the Cover Standard. The rate of interest used in calculating net present value shall be determined by the non-defaulting party in a commercially reasonable manner. The parties agree that a Transaction under this Section 4.3 shall constitute a "forward contract" within the meaning of the United States Bankruptcy Code.

The non-defaulting party's rights under this Section 4.3 and to Cover Costs accrued prior to the termination date are the sole and exclusive remedy of the non-defaulting party. The non-defaulting party shall give notice that a liquidation pursuant to this Section 4.3 has occurred to the defaulting party no later than the Business Day following such liquidation, provided that failure to give such notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the defaulting party against the non-defaulting party.

ARTICLE V TRANSPORTATION

5.1 Seller shall have the sole responsibility and bear the full cost and expense of transporting the Gas, or ensuring that the Gas is transported, to the Delivery Point. Buyer shall have the sole responsibility and bear the full cost and expense of transporting the Gas, or ensuring that the Gas is transported at and after the Delivery Point.

5.2 If the supply or transportation necessary to deliver or receive the Contract Quantity is unavailable for any reason, the party responsible for or having notice of such interruption shall promptly notify the other party by facsimile. Seller and Buyer shall then cooperate in all reasonable actions to avoid penalties imposed by the Transporter(s). Notwithstanding the above, any notice of interruption shall not be considered an amendment of the Performance Obligation.

ARTICLE VI QUANTITY, SCHEDULING AND IMBALANCES

6.1 Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of this Contract.

6.2 The parties shall coordinate their Scheduling requirements by telephone with immediate confirmation in writing by facsimile. Ample time must be given to meet the Scheduling deadlines of the affected Transporter(s). Each party shall give the other party timely prior notice, sufficient to meet the requirements of all Transporter(s) involved in the Gas delivery to Buyer, of the quantities of Gas to be delivered and purchased each Day. Such notice shall be at least twenty-four hours prior to the earliest regularly scheduled nomination deadline of the Transporters receiving or delivering Gas commencing on the first Day of a Month, and two hours earlier than such deadline for any subsequent nomination if intra-month changes are authorized. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall notify immediately the other party by telephone to be followed up with written facsimile notice within twenty-four hours. Notice provisions shall be waived if mutually agreed upon.

6.3 The parties shall use all reasonable efforts to avoid imposition by any Transporter of Imbalance Charges. If, during any Month, Buyer or Seller receives an invoice from a Transporter which includes Imbalance Charges, the parties shall use their reasonable efforts to promptly determine the validity as well as the cause of such Imbalance Charges. If the parties determine that the Imbalance Charges were incurred as a result of Buyer's actions or inactions (which shall include, but shall not be limited to, Buyer's failure to accept quantities of Gas equal to the Scheduled Gas), then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller to the Transporter. If the parties determine that the Imbalance Charges were incurred as a result of Seller's actions or inactions (which shall include, but shall not be limited to, Seller's failure to deliver quantities of Gas equal to the Scheduled Gas), then Seller shall pay for such Imbalance Charges, or reimburse Buyer for such Imbalance Charges paid by Buyer to the Transporter.

6.4 Seller shall be responsible for allocating gas tendered to Transporter(s) among Buyer and other buyers for each point(s) of delivery. Seller shall not retroactively change any allocation information which Seller has previously provided to Transporter(s) without Buyer's express written concurrence.

ARTICLE VII QUALITY

7.1 All Gas delivered by Seller shall meet the quality and heat content requirements of Transporter(s)' tariff(s), as may be amended from time to time.

ARTICLE VIII DELIVERY PRESSURE

8.1 Gas delivered hereunder shall be at commercial operating pressures sufficient to deliver such quantities at the Delivery Point(s).

ARTICLE IX MEASUREMENT

9.1 The unit of quantity measurement for purposes of this Contract shall be one MMBtu.

9.2 Measurement of Gas quantities hereunder shall be in accordance with the tariff of the first Transporter immediately downstream of the Delivery Point(s).

ARTICLE X PRICE

10.1 The Contract Price for all Gas delivered hereunder shall be expressed in U.S. Dollars per million British Thermal Units ($/MMBtu). The price shall be agreed to by Buyer and Seller for each specific transaction and shall be included in the Transaction Confirmation.

ARTICLE XI TAXES

11.1 Seller shall pay or cause to be paid, all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to its delivery at the Delivery Point(s). Buyer shall pay or cause to be paid, all Taxes on or with respect to the Gas at or after its delivery at the Delivery Point(s). If a party is required to remit or pay Taxes which are the other party's responsibility hereunder, such party shall promptly reimburse the other party for such Taxes. If Buyer is entitled to an exemption of such Gas from any such Taxes or charges, Buyer shall furnish Seller any necessary exemption or resale certificate covering the Gas delivered hereunder at the Delivery Point(s).

11.2 Neither the price to be paid for gas nor any other provision of this Contract shall be affected by an increase or decrease in the rate or amount of any tax or the repeal of an existing tax imposed on either party, by the enactment of a new tax, or by the subsequent application hereto of any existing tax.

ARTICLE XII BILLING, PAYMENT AND AUDIT

12.1 On or before the tenth day following the Month of deliveries of Gas hereunder, Seller shall deliver to Buyer a statement for the preceding Month properly identified as to the Delivery Point and applicable Transaction Confirmation showing the total quantity of Gas delivered and the amount due. If the actual quantity delivered is not available by the contractual billing date, billing will be prepared based on the Scheduled quantities. The Scheduled quantity will then be corrected to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

12.2 Buyer shall remit by wire transfer the amount due pursuant to Seller's invoice instructions, by the later of the 25th day of the Month in which the statement was rendered or ten calendar days after receipt of the statement by Buyer; provided that if the due date is not a Business Day, payment is due on the next Business Day following that date. If Buyer fails to remit the full amount payable by Buyer when due, interest on the unpaid portion shall accrue at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum from the date due until the date of payment, or (ii) the maximum applicable lawful interest rate. If Buyer, in good faith, disputes the amount of any such statement or any part thereof, Buyer will pay to Seller such amount as it concedes to be correct; provided, however, if Buyer disputes the amount due, Buyer must provide supporting documentation acceptable in industry practice from its Transporter to verify the amount paid. If it is ultimately determined that Buyer owes the disputed amount, Buyer will pay Seller that amount with interest as determined above immediately upon such determination.

12.3 The parties shall have the right, upon reasonable notice and at reasonable times, to examine the books and records of the other party to the extent reasonably necessary to verify (i) the accuracy of any statement, charge, payment, computation or other documentation made under the Contract or (ii) any curtailment of service under Section 3.2. Any such audit and any claim based upon errors in (i) or (ii), immediately above, must be made within two years of the date of such statement or any revision thereof or the last Day of the Month during which any such alleged unauthorized curtailment occurs. Following such two year period, a billing statement as adjusted shall be final. Errors in a party's favor shall be rectified in full, with interest as calculated above, by such party within 30 days of notice and substantiation of such inaccuracy.

12.4 The receipt of any invoice, statement, information concerning a transaction or the act of payment or partial payment shall not constitute accord and satisfaction, waiver, release, full payment, satisfaction, laches, estoppel or other defense to a claim by or against the Seller or Buyer for the true and actual amount accurately due and payable for the full period of two years in arrears.

ARTICLE XIII TITLE, WARRANTY AND INDEMNITY

13.1 Title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to said Gas at and after its delivery to Buyer at the Delivery Point(s).

13.2 Seller warrants that it will have good and merchantable title to or will have the right to deliver all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims.

13.3 Seller and Buyer each warrants that it is engaged in the direct commercial use of natural Gas in the ordinary course of its business, as producer, processor, merchant, or consumer or otherwise has knowledge of the practices associated with the purchase or sale of natural Gas. Each further warrants that it has and will maintain all the regulatory authorizations, certificates, and documentation as may be necessary and legally required to transport, buy, or make sales for resale of Gas sold or purchased hereunder.

13.4 If any claim related to the title to the Gas sold hereunder is asserted at any time, Buyer may withhold payment of up to the amount of such claim without interest, as security for the performance of Seller's obligations hereunder until such claim has been finally determined, or until Seller has furnished a bond or other acceptable assurances to Buyer under terms and conditions satisfactory to Buyer, and in an amount with surety satisfactory to Buyer.

13.5 Seller agrees to indemnify Buyer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims of title, personal injury or property damage from any or all persons to said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attach at and after title passes to Buyer, subject to Seller's obligation regarding quality as set forth in Section 7.1.

ARTICLE XIV NOTICES

14.1 All Transaction Confirmations and other communications ("Communications") made pursuant to the Contract shall be sent or hand delivered to the other party at the address shown below:

Columbia Gas of Ohio, Inc.	Columbia Gas of Pennsylvania, Inc.
200 Civic Center Drive	200 Civic Center Drive
Columbus, Ohio 43215	Columbus, Ohio 43215
Attn: Senior Gas Procurement Manager	Attn: Senior Gas Procurement Manager
Phone: 614-460-6227	Phone: 614-460-6227
Fax: 614-460-6442	Fax: 614-460-6442

14.2 All invoices and payments shall be sent or hand delivered to the other party at the address shown below:

Columbia Gas of Ohio, Inc.	Columbia Gas of Pennsylvania, Inc.
200 Civic Center Drive	200 Civic Center Drive
Columbus, Ohio 43215	Columbus, Ohio 43215
Attn: Gas Purchase Services Manager	Attn: Gas Purchase Services Manager
Phone: 614-460-6225	Phone: 614-460-6225
Fax: 614-460-6442	Fax: 614-460-6442

14.3 Either party may modify any information specified above by written notice to the other party, except changes to the payment information, which written notice must be notarized.

14.4 All Communications ("Notices") required hereunder may be sent by facsimile or generally accepted electronic means, a nationally recognized overnight courier service, first class mail or hand delivered. All invoices required hereunder may be sent by telecopier or generally accepted electronic means and followed by a nationally recognized overnight courier service, first class mail or hand delivered.

14.5 Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its telecopier's confirmation thereof. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice delivered by hand shall be deemed to be received at the time it is delivered to an officer or to a responsible employee of the receiving party. Notice via first class mail shall be considered delivered two Business Days after mailing.

ARTICLE XV FINANCIAL RESPONSIBILITY

15.1 Either party may request the following credit evaluation data of the other party; (i) a copy of the other party's current financial statement prepared within the twelve months; (ii) a copy of the other party's most recent Annual Report, and, if applicable, most recent Forms 10-Q and 10-K; provided that if the other party has no Annual Report or Forms 10-Q or 10-K it must provide its most recent audited financial statement and financial report, any current filings with regulatory agencies that discuss the other party's financial condition, and a detailed business description that includes the other party's corporate form, the number of years or months it has been in business, the nature of its business, and number of employees; (iii) a list of the other party affiliates, including any parent or subsidiary companies; (iv) the names, addresses and telephone numbers of three trade references with whom reasonable inquiry into the other party's credit-worthiness, and copies of any available reports from credit reporting and bond rating agencies.

15.2 When reasonable grounds for insecurity of payment arise either party may demand adequate assurance of performance. Adequate assurance shall mean sufficient security in the form and for the term reasonably acceptable to the demanding party, including, but not limited to, a standby irrevocable letter of credit, a prepayment or a guarantee by a credit worthy entity. In the event either party shall (i) make an assignment or any general arrangement for the benefit of creditors; (ii) default in the payment obligation to the other party; (iii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iv) otherwise become bankrupt or insolvent (however evidenced); (v) be unable to pay its debts as they fall due; or (vi) fail to give adequate assurance of its ability to perform its obligations under the Contract within forty-eight (48) hours of a reasonable request by the other party, then the other party shall have the right to either withhold and/or suspend deliveries, or terminate the Contract without prior notice, in addition to any and all other remedies available hereunder.

15.3 Each party reserves to itself all rights, set-offs, counterclaim, and other defenses which it is or may be entitled to arising from or out of the Contract.

ARTICLE XVI FORCE MAJEURE

16.1 Except with regard to a party's obligation to make payments due under the Contract, neither party shall be liable to the other for a failure to perform its obligations hereunder, if such failure was caused by Force Majeure. As used herein, the term "Force Majeure" shall mean an unforeseen occurrence or event beyond the control of the party claiming excuse which partially or entirely prevents that party's performance of its obligations, except the obligation to make payments due under any transaction.

16.2 The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make/accept delivery of Gas to the extent and for the duration of Force Majeure and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

16.3 Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe, weather related events such as hurricanes or freezing or failure of wells or lines of pipe which affects an entire geographic region; (ii) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, insurrections or wars; (iii) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction; and (iv) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party. Seller and Buyer shall make reasonable efforts to avoid Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

16.4 Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected from any or all of the following circumstances: (i) the sole or contributory negligence of the party claiming excuse; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; (iii) economic hardship. Force Majeure shall not excuse the party's, claiming Force Majeure, responsibility for Imbalance Charges, as set forth in Section 6.3. As soon as possible after the Force Majeure event shall have been remedied, the party claiming suspension shall likewise give notice to the effect that the same has been remedied and that such party has resumed, or is then in a position to resume, the performance of such covenants or obligations.

16.5 Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the party experiencing such disturbance.

ARTICLE XVII GOVERNMENTAL REGULATION

17.1 This Contract and all provisions herein will be subject to all present and future applicable and valid statutes, rules, orders and regulations of any Federal, State, or local governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Base Contract or Transaction Confirmation or any provisions thereof.

17.2 Each party certifies that, during the performance of this contract, its employment practices, pertaining to employees and applicants, shall comply with all federal, state and local laws and regulations regarding discrimination because of race, color, religion,

national origin, sex, age, disability or veteran status, including but not limited to the provisions of the Civil Rights Act of 1964, Fair Labor Standards Act of 1938, Americans with Disabilities Act of 1990, Executive Order 11246 of September 24, 1965, Family and Medical Leave Act of 1993, Code of Federal Regulations (CFR); 41 CFR Part 60-1, 41 CFR Part 60-250, and 41 CFR Part 60-741, all provisions as amended, and all provisions thereof being incorporated herein by reference.

17.3 Each party hereby represents and warrants that it will, to the greatest extent practical, consistent with efficient contract performance, provide small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals with the opportunity to participate in performing contracts or subcontracts related to this contract. Each party further states that it shall ensure timely payment of amounts due to any such contractor or subcontractor.

17.4 Neither party will be held in default for failure to perform under this Contract, if such failure is due to compliance with such rules, regulations, laws, orders or directives of any State, Federal or other governmental regulatory authority.

ARTICLE XVIII TERM

18.1 This Base Contract shall remain in effect for one month from the date hereof and from month to month thereafter unless terminated by either party on thirty (30) days advance written notice; provided, however, that, except as provided in Section 4.3 if one or more Transaction Confirmations are in effect, termination shall not be effective until the expiration of the latest Delivery Period of such Transaction Confirmation(s). The obligations of Buyer to make payment hereunder for Gas which has been delivered and the obligation of Seller to indemnify Buyer, and Buyer to indemnify Seller, pursuant hereto shall survive the termination or cancellation of the Contract or Transaction Confirmation.

ARTICLE XIX DISPUTE RESOLUTION

19.1 In the event a dispute arises between Buyer and Seller, or the successors or assigns of either of them, regarding the application or interpretation of any provision of this Base Contract or a Transaction Confirmation, the aggrieved party shall promptly notify the other party of its intent to invoke this dispute resolution procedure after such dispute arises. If the parties shall have failed to resolve the dispute within ten Business Days after delivery of such notice, each party shall, within five Business Days thereafter nominate an officer of its company to meet at a mutually agreed location to resolve the dispute.

ARTICLE XX MISCELLANEOUS

20.1 This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld.

20.2 If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

20.3 No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative.

20.4 This Contract sets forth all understandings between the parties respecting the subject matter of each transaction and any prior contracts, understandings and representations, whether oral or written, representing this subject matter are merged into and superseded by the Base Contract and any effective Transaction Confirmation(s). This Contract may only be amended in writing.

20.5 This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. As used herein, the singular of any term shall include the plural.

20.6 The interpretation and performance of this Contract shall be governed by the laws of Ohio, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

20.7 This Contract was prepared jointly by Seller and Buyer, and, in the event of doubt or ambiguity in the language of any of its provisions, shall be construed with equal strength in favor of both parties.

20.8 The terms of this Contract and of any Transaction Confirmation entered into pursuant hereto, including but not limited to the Contract Price, the Contract Quantity, the Delivery Period, the identified Transporter(s), and all other material terms thereof shall be kept confidential by the parties hereto for one year from the expiration of such Transaction, except to the extent that any information must be disclosed to a third party for the purpose of effectuating transportation of Gas subject to the Contract or to meet New York Mercantile Exchange requirements or governmental agency requirements or requests or requests in civil or regulatory proceedings where necessary.

20.9 No party shall record any discussion between the parties' without first obtaining the written consent of the other party. The parties agree that any unauthorized recording may not be used in any proceedings between the parties.

20.10 Compliance with the confirmation procedures of Article I satisfies any "writing" requirements imposed under the Uniform Commercial Code or any other applicable contract law.

IN WITNESS WHEREOF, parties hereto have caused their names to be signed and executed in duplicate on this 26th day of October, 1998.

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Title: President and Chief Executive Officer

COLUMBIA GAS OF OHIO, INC.

By: _____
Title: Senior Vice President

EXHIBIT A

TRANSACTION CONFIRMATION

Date: _____, 199__
Seller's Transaction Confirmation #: _____
Buyer's Transaction Confirmation #: _____

Please deliver to _____ immediately.
Please notify _____ in writing within two (2) Business Days if you are NOT in Agreement

SELLER:	BUYER:
_____ _____ _____ Attn: _____ Phone: _____ Fax: _____	_____ _____ _____ Attn: _____ Phone: _____ Fax: _____

Contract Price: $_____/MMBtu	Delivery Period: From _____, 199__ to _____, 199_

Contract Quantity:

☐ _____MMBtus/__
(No Intra-month Swing)
☐ From _____ to _____ MMBtus/day
(Intra-month Swing)

Performance Obligation: Select One

☐ Interruptible
☐ Secondary Firm
☐ Primary Firm
☐ EFP

(If a pooling point is used, list a specific geographic and pipeline location)
Delivery Point(s): _____

Special Conditions:

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____, 199__.

By: (Buyer)_____	By: (Seller)_____
Title: _____	Title: _____
Date: _____	Date: _____

March 27, 2020

NISOURCE INC., AND SUBSIDIARY COMPANIES

AMENDED AND RESTATED

INTERCOMPANY INCOME TAX ALLOCATION AGREEMENT

WHEREAS, NiSource Inc., a corporation organized under the laws of the State of Delaware ("NiSource") and a holding company under the Public Utility Holding Company Act of 2005 ("Act"), together with its subsidiary companies, direct and indirect, listed as parties hereto in Exhibit A, comprise the members of the NiSource consolidated group which will join annually in the filing of a consolidated U.S. federal income tax return, and it is now the intention of NiSource and its subsidiaries, direct and indirect, to enter into an agreement for the allocation of current U.S. federal income taxes; and

WHEREAS, certain members of the Consolidated Group (as defined below) will join annually in the filing of certain consolidated state income tax returns (to the extent permitted or required under applicable state income tax laws), and it is now the intention of the Consolidated Group to enter into an agreement for the allocation of current state income taxes; and

WHEREAS, the members of the Consolidated Group as of September 30, 2002 entered into that Intercompany Income Tax Allocation Agreement dated September 30, 2002, for the allocation of U.S. federal income taxes (the "2002 Agreement"); and

WHEREAS, NiSource entered into that Separation and Distribution Agreement with Columbia Pipeline Group, Inc., dated as of June 30, 2015; and

WHEREAS, the members of the Consolidated Group as of April 7, 2016 entered into that Amended and Restated Intercompany Income Tax Allocation Agreement dated April 7, 2016, for the allocation of U.S. federal income taxes and the members of the Consolidated Group as of August 17, 2016 ratified the First Amendment to Amended and Restated Intercompany Income Tax Allocation Agreement dated August 17, 2016 (together the "2016 Agreement"); and

WHEREAS, the Parties desire to amend and restate the 2016 Agreement as set forth herein in order to amend certain provisions therein, including, but not limited to, adopting certain

obligations with respect to the allocation of income taxes among the Members; and

NOW THEREFORE, each member of the Consolidated Group does hereby covenant and agree with one another that the current consolidated income tax liabilities of the Consolidated Group shall be allocated as follows:

ARTICLE I.

Definitions and Interpretation

Section 1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly provided, the following terms shall have the following respective meanings:

"Code" means the Internal Revenue Code of 1986, as amended.

"Consolidated Group" means NiSource and all of its subsidiaries which, from time to time, may be included in any (i) U.S. federal income tax return filed by NiSource in accordance with Sections 1501 and 1502 of the Code or (ii) Other Return.

"Consolidated Return" means, with reference to any Taxable Period, any consolidated U.S. federal income tax return or Other Return filed by NiSource whether before or after the date hereof, which includes one or more Members of the Consolidated Group in a consolidated, combined, composite or unitary group of which NiSource is a common parent.

"Consolidated Return Year" means any Taxable Period for which NiSource files a Consolidated Return or Other Return that includes one or more Members of the Consolidated Group in a consolidated, combined, composite or unitary group of which NiSource is a common parent.

"Consolidated Tax Liability" means, with reference to any Taxable Period, the consolidated, combined, composite or unitary U.S. federal income tax liability or liability relating to Other Taxes, as the case may be (including any interest, additions to tax and penalties), of the Consolidated Group for such Taxable Period.

"Designated Official" means the Vice President, Corporate Tax of NiSource Corporate Services Company or such other official assigned the responsibilities of Vice President, Corporate Tax of NiSource Corporate Services Company.

"Includible Corporation" has the meaning attributed to that term in Section 1504(b) of the Code.

"Member" means, for any Taxable Period, any entity that is treated as a corporation for federal tax purposes (or any predecessor or successor in interest to such corporation under Section 381 of the Code which was or is, as the case may be, an Includible Corporation) which at any time during such Taxable Period is an Includible Corporation that is included in the

Consolidated Group, including NiSource. Provided, however, that Northern Indiana Public Service Company LLC will also be treated as a Member for purposes of this agreement.

"Other Return" means any consolidated, combined, composite or unitary tax return of Other Taxes filed by NiSource or another Member of the Consolidated Group, whether before or after the date hereof, which includes the operations, income or assets of one or more Members of the Consolidated Group.

"Other Taxes" means any taxes (including any interest and penalties) payable by NiSource or another Member of the Consolidated Group to any taxing authority of any state, municipal or other political subdivision, including all agencies and instrumentalities of such taxing authority, other than those taxes subject to Section 2.1.

"Person" means any individual, partnership, form, corporation, limited liability company, joint stock company, unincorporated association, joint venture, trust or other entity or enterprise, or any government or political subdivision or agency, department or instrumentality thereof.

"Regulations" means the Treasury Regulations promulgated under the Code.

"Standalone" means, with reference to any Member's tax items or attributes, such tax items or attributes shall be taken into consideration as though such Member were not a Member of the Consolidated Group.

"Standalone Return Tax Liability" means, in the case of each Member of the Consolidated Group for any Taxable Period of the Consolidated Group, the U.S. federal income tax liability of such Member for such Taxable Period computed on a Standalone basis as though such Member were not a Member of the Consolidated Group, except that in making such computation for any such Taxable Period, such liability shall be determined**:** (1) to the extent the corporate alternative minimum tax is applicable in a Taxable Period, then on the assumption that the "exemption amount" previously specified in Section 55(d)(2) of the Code which is applicable to such Member for such Taxable Period is zero, and (2) on the further assumption that any tax credit or tax deduction will only be taken into account to the extent allowed on a consolidated basis.

"Taxable Period" shall mean any (i) period of 12 consecutive months or (ii) period of less than 12 consecutive months, for which a Consolidated Return is or will be filed by the Consolidated Group.

Section 1.2 Reference, Etc. The words *'hereof", "herein"* and *"hereafter"* and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined herein in the singular shall have the same meanings in the plural and *vice versa.* All References herein to any Person includes such Person's successors and assigns. All references herein to Articles and Sections shall, unless the context requires a different construction, be deemed to be references to the Articles and Sections of this Agreement. In this Agreement, unless a clear contrary intention appears the word *"including"* (and with correlative meaning "include") means "including but not limited to".

ARTICLE II.

Preparation and Filing of Tax Returns; Allocation of Taxes

Section 2.1 Federal Returns.

(a) A Consolidated Return shall be prepared and filed by NiSource for each Taxable Period in respect of which this Agreement is in effect and for which the Consolidated Group is required or permitted to file a consolidated U.S. federal income tax return. NiSource and all its Members shall execute and file such consents, elections and other documents that may be required or appropriate for the proper filing of such returns.

(b) The U.S. federal Consolidated Tax Liability of the Consolidated Group for each Taxable Period of the Consolidated Group shall be borne by the Members in an amount equal to each Member's Standalone Return Tax Liability. If any Member's Standalone Return Tax Liability does not result in a positive tax liability, the amount of such Standalone Return Tax Liability will be treated as zero. The general effect of the foregoing is that each Member will pay its Standalone Return Tax Liability.

(c) The amounts determined for each Member under Section 2.1(b) shall be used in determining the amounts to be paid (as provided in Sections 3.2(a) and 3.4 of this Agreement) by each Member to NiSource with respect to each Member's share of the Consolidated Group's U.S. federal Consolidated Tax Liability.

(d) In the case of any Member whose Standalone Return Tax Liability for such Taxable Period is greater than zero, such Member shall make a payment of its Standalone Return Tax Liability for such Taxable Period to NiSource, pursuant to Section 3.2(a) hereof.

(e) To the extent the Consolidated Group is subject to a limitation on interest deductions under Section 163(j) and corresponding regulations, the tax liability associated with the Consolidated Group's section 163(j) limitation will be allocated among the Members consistent with the principles of Section 2.1(b), and payments associated with such liability shall be required under the principles of Sections 2.1(c) and (d). Similar allocation and payment principles shall be applied to any interest deduction carryforwards that are permitted under Section 163(j) and corresponding regulations.

(f) For purposes of calculating a Member's Standalone net operating loss ("NOL") for any Taxable Period under this Agreement, such NOL shall be determined by taking such Member's NOL determined on a Standalone basis as of the beginning of the Taxable Period (determined by computing NOLs by reference to only such Member's items of income, gain, deduction and loss). To the extent any NOL of the Consolidated Group may be carried back or carried forward, a Member shall be allocated for use by such Member the percentage of such carryback or carryforward, as the case may be, in the amount calculated by dividing such Member's Standalone NOL by the NOL of the Consolidated Group as of the beginning of the Taxable Period. Notwithstanding the language in Section 4.2 herein, each Member's Standalone

NOL as of the relevant effective date of this Agreement shall be equal to the amount allocated to such Member under the 2002 Agreement or 2016 Agreement, as applicable, immediately prior to the time such prior Agreement was superseded.

(g) To the extent of a tax refund, NOL carryback or other adjustment that subsequently reduces a Member's tax liability as calculated under Section 2.1(b), NiSource shall credit such amount to future payments due from the affected Member. To the extent of audits and other upward adjustments in a Member's tax liability as calculated under Section 2.1(b), such Member is required to make a corresponding payment (as provided in Section 3.4 of this Agreement) to NiSource taking into account such adjustments. Any tax carryforward shall be carried forward for use by the respective Member in calculating its Standalone Return Tax Liability in the subsequent year, and no payment shall be made to NiSource by such Member until such carryforward is fully utilized.

Section 2.2 Other Taxes.

(a) Wherever appropriate, Other Taxes shall be shared among the applicable Members of the Consolidated Group in a manner that is consistent with the method set forth in Section 2.1 hereof, and amounts due to NiSource, with respect to Other Taxes, shall be determined in a manner consistent with Section 2.1. NiSource will prepare and file (or cause to be prepared and filed) all returns of Other Taxes which are required to be filed with respect to the operations of NiSource, the Consolidated Group and its Members (as Members of the Consolidated Group). In the event any taxing authority permits, but does not require, that a consolidated, combined, composite or unitary return be filed for Other Taxes, which return includes both NiSource and a Member, NiSource may elect to file such return and shall have the right to require any Member to be included in such return. NiSource will notify each of its Members included in each Other Return.

(b) Each Member of the Consolidated Group that is included on a return other than pursuant to an Other Return with any other Member of the Consolidated Group shall be solely responsible and obligated to pay the tax liability with respect to such return from its own funds. Such returns shall be prepared and filed by NiSource or the Member included on such Other Return, as determined by NiSource.

(c) If any Member of the Consolidated Group is required to file a consolidated, combined, composite or unitary return for Other Taxes with another Member of the Consolidated Group, but not with NiSource, then NiSource shall be required to prepare and file such tax returns and shall apportion among and, collect and remit from, the applicable Members such Other Taxes in a manner consistent with Section 2.1. If the right to file a consolidated, combined, composite, or unitary return for such Other Taxes is optional, then NiSource shall

decide which of the Members should, to the extent permitted by law, join in filing each such return.

Section 2.3 Member Tax Information. The Members of the Consolidated Group shall submit or make available the tax information requested by the Designated Official of NiSource in the manner and by the date requested, in order to enable the Designated Official to fulfill its rights and obligations pursuant to Article 2 hereof.

ARTICLE III.

Responsibility for Tax; Intercompany Payments

Section 3.1 Responsibility. NiSource will be solely responsible for, and will indemnify and hold each Member of the Consolidated Group harmless, to the extent such Member has complied with its rights and obligations hereunder (including its payment obligations under this Article III), with respect to the payment of: (a) the Consolidated Tax Liability for each Taxable Period for which, as determined under Section 2.1 hereof, NiSource did file, elected to file or was required to file a Consolidated Return for U.S. federal income taxes; and (b) any and all Other Taxes for each Taxable Period for which, as determined under Section 2.2 hereof, NiSource did file, elected to file or was required to file any Other Return. No Member shall at any time be required pursuant to this Agreement to remit, as part of any payment that such Member makes pursuant to this Agreement, any amount of penalty or interest that the Consolidated Group may incur for any Taxable Period by reason of NiSource's failure to properly calculate or timely pay any Consolidated Tax Liability of the Consolidated Group for such Taxable Period or to file timely the Consolidated Group's Consolidated Return for any such Taxable Period.

Section 3.2 Federal Tax Payments. (a) With respect to each Consolidated Return Year, the Designated Official of NiSource shall estimate each Member's share of quarterly estimated U.S. federal tax payments to be made for each Consolidated Return Year. In making this determination, NiSource shall elect a reasonable method for determining estimated tax and each Member shall follow that method. At the direction of the Designated Official, such Members will pay to NiSource such estimates not later than the 15th day of the 4th, 6th, 9th, and 12th months of such Consolidated Return Year, or at such intervals as directed by the Designated Official. The difference between (1) a Member's estimated tax payments used for computation of the quarterly estimated payments and (2) such Member's actual tax liability for any Consolidated Return Year as determined under Section 2.1 hereof, shall be paid to NiSource within sixty (60) days after the filing of the U.S. federal Consolidated Return, or applied as a credit against such Member's next estimated tax payment due under this Section 3.2(a), as the case may be.

(b) NiSource shall have sole authority, to the exclusion of all other Members of the Consolidated Group, to agree to any adjustment proposed by the Internal Revenue Service

or any other taxing authority with respect to any U.S. federal Consolidated Return, including interest or penalties, attributable to any Member of the Consolidated Group during any Consolidated Return Year in which such Member was a Member of the Consolidated Group notwithstanding that such adjustment may increase the amounts payable by Members of the Consolidated Group under this Agreement. In the event of any adjustment to the U.S. federal Consolidated Tax Liability attributable to any Member of the Consolidated Group by reason of an amended return, claim for refund or audit by the Internal Revenue Service or any other taxing authority, the liability of all other Members of the Consolidated Group hereunder shall be redetermined to give effect to such adjustment as if such adjustment had been made as a part of the original computation of such liability, and payment by a Member to NiSource (or credit against such Member's next estimated tax payment due under Section 3.2(a), as the case may be) shall be promptly made (or applied as a credit, as the case may be) after any payments are made to the Internal Revenue Service or any other taxing authority, refund is received or final determination of the matter is made in the case of contested proceedings. In such event, any payments between the parties shall bear interest at the then prevailing rate or rates on deficiencies assessed by the Internal Revenue Service or any other relevant taxing authority, during the period from the due date of such Consolidated Return (determined without regard to extensions of time for the filing thereof) for the Consolidated Return Year to which the adjustments were made to the date of payment.

Section 3.3 Other Tax Payments. Wherever appropriate, payments by a Member with respect to Other Taxes and required estimates thereof shall be calculated and made by such Member in a manner consistent with the method set forth in Section 3.2. The principles set forth in Section 3.2 governing the determination and adjustment of payments as well as the method of payment by such Member with respect to U.S. federal income taxes shall be equally applicable in determining and adjusting the amount of and due date of payments to be made by such Member with respect to Other Taxes and estimates thereof. Wherever appropriate, each Member shall pay, directly to the appropriate taxing authority, all taxes for which such Member is liable and for which no other Member has joint and several liability.

Section 3.4 Payment Mechanics. (a) Any payments to be made by a Member of the Consolidated Group pursuant to this Agreement shall be made by such Member to NiSource by either promptly crediting as an offset against amounts owed to such Member by NiSource or to the extent no amounts are owed to such Member by NiSource, by cash payments to NiSource.

(b) Tax payments by NiSource with respect to any Consolidated Tax Liability shall be paid by NiSource and shall be debited to the Member of the Consolidated Group for their respective shares of such Consolidated Tax Liability as determined pursuant to Articles II and III hereof. Tax refunds received by NiSource with respect to any Consolidated Tax Liability shall be credited by NiSource against the future tax liability of the Member entitled to such tax refund, as determined pursuant to Article II.

(c) NiSource shall be responsible for maintaining the books and records reflecting the intercompany accounts reflecting the amounts owned, collected and paid with respect to taxes pursuant to this Agreement.

(d) NiSource may delegate to other Members of the Consolidated Group responsibilities for the collection and disbursement of funds as required under this Agreement as well as responsibilities for maintaining books and records as required under this Agreement.

Section 3.5 Departing Members. In the event that any Member of the Consolidated Group at any time leaves the Consolidated Group and, under any applicable statutory provision or regulation, NiSource shall, to the extent required or permitted by applicable statutory provision or regulation, file the appropriate tax returns with respect to such departing Member or the Consolidated Group, as the case may be, and shall calculate the applicable Consolidated Tax Liability of the Members included in such return in the manner as set forth in this Agreement, in each case as reasonably determined by NiSource. If, under applicable statutory provision or regulation, such departing Member is deemed to take with it all or a portion of any of the tax attributes of the Consolidated Group (including but not limited to NOLs, alternative minimum tax credit carry forwards under Section 53, and other applicable credit carry forwards), then the departing Member shall make a payment to NiSource if such tax attributes of the departing Member differ from the attributes previously allocated to such Member under this Agreement. Such settlement shall consist of payment (1) on a dollar for dollar basis for all differences in credits, and, (2) in the case of NOL differences (or other differences related to other deductions), in a dollar amount computed by reference to the amount of NOL (or other deduction) multiplied by the applicable tax rate relating to such NOL (or other deduction). The settlement payment shall be paid to NiSource within sixty days after the Member leaves the Consolidated Group. The settlement amounts shall be allocated among the remaining Members of the Consolidated Group in proportion to the relative attributes possessed by each Member.

Section 3.6 Administration. The provisions of this Agreement shall be administered by the Designated Official of NiSource. The interpretations of this Agreement by the Designated Official of NiSource shall be conclusive.

Section 3.7 Refunds. For the avoidance of doubt, NiSource will be entitled to receive any and all federal income tax refunds and will be the owner thereof and not the Members that may have generated losses or other tax attributes giving rise to the refund. NiSource will then treat refunds received according to Article II and Sections 3.2, 3.3, and 3.4(b) of this Agreement.

ARTICLE IV.

Miscellaneous Provisions

Section 4.1 Effect. The provisions hereof shall fix the rights and obligations of the parties as to the matters covered hereby whether or not such are followed for U.S. federal income tax or other purposes by the Consolidated Group, including the computation of earnings and profits for U.S. federal income tax purposes.

Section 4.2 Effective Date. This Agreement shall be effective with respect to all Taxable Periods ending on or after July 1, 2020 for the portion of such Taxable Period beginning on such date, in which any subsidiary of NiSource is a Member of the Consolidated Group for any portion of such Taxable Period, and thereafter the 2002 Agreement and 2016 Agreement shall be deemed to have been superseded and replaced in their entirety by this Agreement. It is the intent of the parties hereto that any payments previously made or received by the Members under the 2002 Agreement or 2016 Agreement shall not be taken into account under this Agreement including for purposes of determining each Member's obligations under this Agreement, and that the rights and obligations of the parties under the 2002 Agreement and 2016 Agreement shall survive only with respect to Taxable Periods or portions thereof ending prior to July 1, 2020, except as otherwise noted in this Agreement. In the event that a party to this Agreement ceases to be a Member of the Consolidated Group, the rights and obligations of such party and each other party to this Agreement shall survive, but only with respect to Taxable Periods including or ending before the date such party ceases to be a Member of the Consolidated Group.

Section 4.3 State Public Utility Commission Requirements. Section 4.3 State Public Utility Commission Requirements. This Agreement shall only be effective once filed with the Massachusetts Department of Public Utilities and the Indiana Utility Regulatory Commission under Indiana Code 8-1-2-49(2) and Indiana Utility Regulatory Commission General Administrative Order 2016-5, and approved by the Virginia State Corporation Commission under Virginia Code Sections 56-76, et seq., and approved by the Pennsylvania Public Utility Commission under 66 Pennsylvania Consolidated Statutes § 2102. Pursuant to Indiana Utility Regulatory Commission General Administrative Order 2016-5, this agreement shall terminate 5 years from the effective date in Section 4.2.

Section 4.4 Notices. Any and all notices, requests or other communications hereunder shall be given in writing (a) if to NiSource to Attention: Vice President, Tax, Facsimile Number 614-460-8415 and (b) if to any other person, at such other address as shall be furnished by such person by like notice to the other parties.

Section 4.5 Expenses. Each party hereto shall pay its own expenses incident to this Agreement and the transactions contemplated hereby, including all legal and accounting fees and disbursements.

Section 4.6 Benefit and Burden. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors.

Section 4.7 Amendments and Waiver. No amendment, modification, change or cancellation of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom that waiver is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at the future time.

Section 4.8 Assignments. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto and any attempt to do so shall be null and void.

Section 4.9 Tax Reporting. Notwithstanding the terms of this Agreement, earnings and profits of the Consolidated Group shall be allocated to the Members pursuant to the methods under Sections 1.1552-1(a)(2) and 1.1502-33(d)(3) of the Treasury Regulations, and stock basis shall be determined pursuant to Section 1.1502-32 of the Treasury Regulations.

Section 4.10 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 4.11 Entire Agreement. **THIS AGREEMENT SETS FORTH ALL OF THE PROMISES, AGREEMENTS, CONDITIONS, UNDERSTANDINGS, WARRANTIES AND REPRESENTATIONS AMONG THE PARTIES WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY, AND SUPERSEDES ALL PRIOR AGREEMENTS, ARRANGEMENTS AND UNDERSTANDINGS BETWEEN THE PARTIES HERETO, WHETHER WRITTEN, ORAL OR OTHERWISE, THERE ARE NO PROMISES, AGREEMENTS, CONDITIONS, UNDERSTANDINGS, WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AMONG THE PARTIES EXCEPT AS SET FORTH HEREIN.**

Section 4.12 Applicable Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA.**

Section 4.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and together which shall constitute one instrument. The parties hereto specifically recognize that from time to time other corporations may become Members of the Consolidated Group and thereby agree that such new Members may become Members to this Agreement by executing a copy of this Agreement and it will be effective as if all the Members had re-signed.

Section 4.14 Attorneys' Fees. If any Member or former member hereto commences an action against another party to enforce any of the terms, covenants, conditions or provisions of this Agreement, or because of a default by a party under this Agreement, the prevailing party in any such action shall be entitled to recover its costs, expenses and losses, including attorneys' fees, incurred in connection with the prosecution or defense of such action from the losing party.

Section 4.15 No Third Party Rights. Nothing in this Agreement shall be deemed to create any right in any creditor or other person or entity not a party hereto and this Agreement shall not be construed in any respect to be a contract in whole or in part of the benefit of any third party.

Section 4.16 Further Documents. The parties agree to execute any and all documents, and to perform any and all other acts, reasonably necessary to accomplish the purposes of this Agreement.

Section 4.17 Headings and Captions. The headings and captions contained in this Agreement are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof if any question of intent should arise.

EXECUTED as of the date and year first above written.

By: Donald E Brown .
Printed Name: Donald E. Brown
Title: Executive Vice President
NiSource Inc.

By: Sandra Brummitt
Printed Name: Sandra Brummitt
Title: Vice President and Chief Tax Officer
[List of companies attached as Exhibit A to Agreement]

By: Joseph W. Mulpas
Printed Name: Joseph W. Mulpas
Title: Vice President and Chief Accounting Officer
NiSource Insurance Corporation, Inc.

Exhibit A

NiSource Inc. - Subsidiaries

As of March 27, 2020

1. NiSource Gas Distribution Group, Inc.
2. NiSource Corporate Group, LLC
3. Northern Indiana Public Service Company LLC
4. NIPSCO Accounts Receivable Corporation
5. NiSource Corporate Services Company
6. NiSource Energy Technologies, Inc.
7. Columbia Gas of Ohio, Inc.
8. Columbia Gas of Ohio Receivables Corporation
9. Bay State Gas Company dba Columbia Gas of Massachusetts
10. Columbia Gas of Kentucky, Inc.
11. Central Kentucky Transmission Company
12. Columbia Gas of Maryland, Inc.
13. Columbia Gas of Pennsylvania. Inc.
14. Columbia Gas of Pennsylvania Receivables Corporation
15. Columbia Gas of Virginia, Inc.
16. NiSource Development Company, Inc.
17. Lake Erie Land Company
18. NiSource Retail Services, Inc.
19. EnergyUSA–TPC Corp.
20. NiSource Insurance Corporation, Inc.
21. NiSource Strategic Sourcing Inc.

NISOURCE INC.
SYSTEM MONEY POOL AGREEMENT

This SYSTEM MONEY POOL AGREEMENT (this "Agreement") is dated as of _____, 2017 and is entered into by and among NISOURCE INC., a Delaware corporation ("NiSource"), NISOURCE CORPORATE SERVICES COMPANY, a Delaware corporation and wholly-owned subsidiary of NiSource, as administrative agent (the "Administrative Agent"), and the other direct and indirect subsidiaries of NiSource listed on Attachment A to this Agreement (each an "Eligible Borrower" and, together with NiSource and the Administrative Agent, the "Parties").

RECITALS

The Eligible Borrowers from time to time have need to borrow funds on a short-term basis. The Parties desire to establish a pool of funds (the "System Money Pool"), to be administered by the Administrative Agent, to coordinate such investments and borrowings in order to provide for certain of the short-term cash and working capital requirements of the Eligible Borrowers.

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

ARTICLE I
INVESTMENTS AND BORROWINGS

Section 1.1. Investments in System Money Pool. Each Party will determine each day, on the basis of relevant factors determined in such Party's sole discretion, the amount of funds it has available to invest in the System Money Pool, and will invest such funds in the System Money Pool. The amount of each Party's investments in the System Money Pool shall be evidenced by the records of the Administrative Agent, which shall be conclusive and binding upon all Parties. Each Party may withdraw any of its invested funds from the System Money Pool at any time upon notice to the Administrative Agent.

Section 1.2. Rights to Borrow. All short-term borrowing needs of the Eligible Borrowers may be met by funds in the System Money Pool to the extent such funds are available. Each Eligible Borrower shall have the right to make short-term borrowings from the System Money Pool (each a "loan" or a "borrowing") from time to time, subject to the availability of funds and the limitations and conditions set forth in this Agreement. Each Eligible Borrower may request loans from the System Money Pool from time to time during the period from the date of this Agreement until this Agreement is terminated by written agreement of the Parties; provided, that the aggregate amount of all loans requested by any Eligible Borrower under this Agreement shall not exceed the applicable borrowing limits set forth in applicable regulatory orders, resolutions of such Eligible Borrower's shareholders and Board of Directors (or their equivalents), such Eligible Borrower's governing corporate documents, and agreements binding upon such Eligible Borrower. No loans through the System Money Pool will be made to, and no borrowings through the System Money Pool will be made by, NiSource.

Section 1.3. Source of Funds.

(a) Funds will be available through the System Money Pool from the following sources to be loaned to the Eligible Borrowers from time to time: (i) surplus funds in the treasuries of the Parties, and (ii) proceeds received by NiSource from the sale of commercial paper, borrowings from banks and other lenders, and other financing arrangements ("External Funds"), in each case to the extent permitted by applicable laws and regulatory orders. Funds will be made available from such sources in such order as the Administrative Agent may determine will result in a lower cost of borrowing to Eligible Borrowers borrowing from the System Money Pool, consistent with the individual borrowing needs and financial standing of the Parties investing funds in the System Money Pool.

(b) Borrowing Parties will be deemed to borrow funds in the System Money Pool pro rata from each investing Party in the proportion that the total amount invested by such investing Party bears to the total amount then invested in the System Money Pool. On any day when more than one source of funds invested in the System Money Pool (e.g., surplus treasury funds of NiSource and other Parties and External Funds), with different rates of interest, is used to make loans through the System Money Pool, each borrowing Party will be deemed to borrow pro rata from each source of funds in the same proportion that the amount of funds invested by that source bears to the total amount of funds invested in the System Money Pool.

Section 1.4. Interest.

(a) Borrowings from the System Money Pool shall accrue interest on their unpaid principal amount from the respective dates of such borrowings until such principal amount shall be paid in full. Investments of funds in the System Money Pool shall accrue interest on the unpaid principal amount of such investments from the respective dates of such investments until such principal amount shall be repaid in full. Interest shall be payable monthly in arrears and upon payment (including prepayment) in full of the unpaid principal amount of the loan or investment, as applicable.

(b) The interest rate for all borrowings from and investments in the System Money Pool shall be an interest rate (the "Composite Rate"), determined monthly, equal to the weighted average daily interest rate on (i) short-term external borrowings by NiSource plus (ii) earnings on external investments by NiSource.

Section 1.5. Certain Costs. The cost of compensating balances and/or commitment fees paid to banks to maintain credit lines by Parties investing External Funds in the System Money Pool shall initially be paid by the Party maintaining such credit line and shall be reported promptly to the Administrative Agent. These costs shall be retroactively allocated every month among the Eligible Borrowers based on the NiSource Corporate Services Convenience Billing Formula, which assigns such costs to all Eligible Borrowers based on a percentage that is determined by dividing the internal borrowing authorization of each Eligible Borrower by the total internal borrowing authorizations of all Eligible Borrowers.

Section 1.6. Repayment. Each Eligible Borrower receiving a loan under this Agreement shall repay the principal amount of such loan, together with all interest accrued on such

loan, on demand and in any event within one year of the date on which such loan was made. All loans made through the System Money Pool may be prepaid by the borrower without premium or penalty and without prior notice.

Section 1.7. Form of Loans to Parties. Loans to the Eligible Borrowers through the System Money Pool will be made pursuant to open-account advances; provided, that each Party investing funds in the System Money Pool shall at all times be entitled to receive upon demand one or more promissory notes evidencing any and all investments by such Party. Any such note shall: (a) be substantially in the form attached as Attachment B to this Agreement, (b) be dated as of the date of the initial borrowing, and (c) mature on demand or on a date agreed by the Parties to the transaction, but in any event within one year after the date of the applicable borrowing.

ARTICLE II
OPERATION OF SYSTEM MONEY POOL

Section 2.1. The Administrative Agent. NiSource Corporate Services Company is appointed to be the Administrative Agent for the System Money Pool with the duties prescribed in this Agreement. The Administrative Agent shall perform its duties under the authority of the appropriate officers of the Parties.

Section 2.2. Duties of the Administrative Agent. The Administrative Agent shall be responsible for the determination of all applicable interest rates and charges to be applied to advances outstanding at any time under this Agreement, shall maintain records of all advances, interest charges and accruals, and interest and principal payments for purposes of this Agreement, and shall prepare periodic reports as to such matters for the Parties. Separate records shall be kept by the Administrative Agent for the System Money Pool established by this Agreement and any other money pool administered by it.

Section 2.3. Investment of Surplus Funds in the System Money Pool. Funds invested in the System Money Pool that are not required to fund System Money Pool loans (with the exception of funds required to satisfy the System Money Pool's liquidity requirements) will ordinarily be invested in one or more short-term investments in accordance with the NiSource Short-Term Investment Policy in effect from time to time.

Section 2.4. Allocation of Interest Income and Investment Earnings. The interest income and other investment earnings earned by the System Money Pool from loans to Eligible Borrowers and investment of surplus funds will be allocated by the Administrative Agent among the investing Parties in accordance with the proportion each investing Party's investment of funds in the System Money Pool bears to the total amount of funds invested in the System Money Pool and the cost of any External Funds provided to the System Money Pool by NiSource. Interest income and other investment earnings will be computed on a daily basis and settled once per month.

Section 2.5. Event of Default. If any Party 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 if any proceeding shall be instituted by or against any Party seeking to adjudicate it a bankrupt or insolvent, then the other Parties may declare the

unpaid principal amount of any loans to such Party, and all interest on such loans, to be due and payable and all such amounts shall become due and payable immediately.

Section 2.6. Determinations by Administrative Agent are Conclusive. The Administrative Agent is required or authorized by this Agreement to make various determinations, allocations and administrative decisions. When made by the Administrative Agent, all of such determinations, allocations and administrative decisions shall be conclusive and binding upon each of the Parties.

ARTICLE III
MISCELLANEOUS

Section 3.1. Successor to Existing Agreement. This Agreement replaces and supersedes the System Money Pool Agreement dated as of July 2, 2013 among NiSource (in its own capacity and as successor by merger to NiSource Finance Corp. and NiSource Capital Markets, Inc.), the Administrative Agent and the Eligible Borrowers (the "Existing Money Pool Agreement"). Upon the execution and delivery of this Agreement and subject to receipt of all applicable regulatory orders, all loans and other obligations outstanding, and all funds invested, under the Existing Money Pool Agreement will become loans and other obligations outstanding, and funds invested, under this Agreement. Upon delivery by an Eligible Borrower to the Administrative Agent of a promissory note in the form of Attachment B to this Agreement, the Administrative shall transfer to such note any balance owing by such Eligible Borrower under the Existing Money Pool and shall cancel the note, if any, delivered by such Eligible Borrower in connection with the Existing Money Pool.

Section 3.2. Amendments. No amendment to this Agreement shall be adopted except in a writing executed by the Parties; provided that NiSource may amend Attachment A from time to time in its sole discretion for the purpose of: (a) adding as a Party any wholly-owned direct or indirect subsidiary of NiSource, (b) reflecting any change in the name or type of legal entity of any Party hereto, or (c) reflecting the withdrawal by a Party pursuant to Section 3.3 of this Article.

Section 3.3. Withdrawal by a Party. A Party may voluntarily withdraw from this Agreement upon written notice to the Administrative Agent and satisfaction of such Party's pre-withdrawal obligations, including, without limitation, payment of the unpaid principal amount and interest of any outstanding loans.

Section 3.4. Legal Responsibility. Parties shall not be liable for the obligations of any other Party under this Agreement. The rights, obligations and liabilities of the Parties under this Agreement are several in accordance with their respective obligations, and not joint. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

Section 3.5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

[Signature Page Follows]

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

NISOURCE INC.

By: _____
Name: Shawn Anderson
Title: Treasurer and Chief Risk Officer

NISOURCE CORPORATE SERVICES COMPANY

By: _____
Name:
Title: President

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By: _____
Name:
Title:

BAY STATE GAS COMPANY
(d/b/a COLUMBIA GAS OF MASSACHUSETTS)

By: _____
Name:
Title:

NISOURCE DEVELOPMENT COMPANY, INC.

By: _____
Name:
Title:

NISOURCE ENERGY TECHNOLOGIES, INC.

By: _____
Name:
Title:

COLUMBIA GAS OF KENTUCKY, INC.

By: _____
Name:
Title:

COLUMBIA GAS OF MARYLAND, INC.

By: _____
Name:
Title:

COLUMBIA GAS OF OHIO, INC.

By: _____
Name:
Title:

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name:
Title:

COLUMBIA GAS OF VIRGINIA, INC.

By: _____
Name:
Title:

NISOURCE INSURANCE CORPORATION INC.

By: _____
Name:
Title:

CENTRAL KENTUCKY TRANSMISSION COMPANY

By: _____
Name:
Title:

LAKE ERIE LAND COMPANY

By: _____
Name:
Title:

NIPSCO ACCOUNTS RECEIVABLE CORPORATION

By: _____
Name:
Title:

COLUMBIA GAS OF OHIO RECEIVABLES CORPORATION

By: _____
Name:
Title:

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: _____
Name:
Title:

NISOURCE CORPORATE GROUP, LLC

By: _____
Name:
Title:

NISOURCE GAS DISTRIBUTION GROUP, INC.

By: _____
Name:
Title:

ATTACHMENT A
(to System Money Pool Agreement)

Eligible Borrowers Participating in System Money Pool

NiSource Corporate Services Company
Northern Indiana Public Service Company
Bay State Gas Company (d/b/a Columbia Gas of Massachusetts)
NiSource Development Company, Inc.
NiSource Energy Technologies, Inc.
Columbia Gas of Kentucky, Inc.
Columbia Gas of Maryland, Inc.
Columbia Gas of Ohio, Inc.
Columbia Gas of Pennsylvania, Inc.
Columbia Gas of Virginia, Inc.
NiSource Insurance Corporation, Inc.
Central Kentucky Transmission Company
Lake Erie Land Company
NIPSCO Accounts Receivable Corporation
Columbia Gas of Ohio Receivables Corporation
Columbia Gas of Pennsylvania Receivables Corporation
NiSource Corporate Group, LLC
NiSource Gas Distribution Group, Inc.

ATTACHMENT B
(to System Money Pool Agreement)

FORM OF SYSTEM MONEY POOL NOTE

[DATE]

$ (See attached schedule for principal amount outstanding at any time.)

FOR VALUE RECEIVED, the undersigned, _____, a _____ _____ (the "Company"), unconditionally promises to pay to the order of NiSource Inc. (the "Lender"), on demand, or on a date agreed to by the Company and the Lender (but in any case less than one year from the date of the applicable borrowing), at the offices of NiSource Corporate Services Company, as administrative agent (the "Administrative Agent"), in lawful money of the United States of America and in immediately available funds, the aggregate unpaid principal amount of all loans (that are posted on the schedule annexed to this Note and made a part of this Note) made by the Lender to the Company through the NiSource Inc. System Money Pool (the "System Money Pool") as permitted by applicable law.

The Company further agrees to pay in like money at such office accrued interest on the unpaid principal amount of this Note from time to time from the date of the applicable borrowing at an interest rate determined monthly by the Administrative Agent, to be equal to the Composite Rate (as defined in the System Money Pool Agreement, dated as of _____, 2017, among the Company, the Lender and the other parties to it, as amended, modified or supplemented from time to time). Interest shall be payable monthly in arrears and upon payment (including prepayment) in full of the unpaid principal amount of this Note.

This Note shall be governed by, and construed and interpreted in accordance with, the laws of the State of Indiana.

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.

_____

By: _____
Name:
Title:

One Commerce Square
417 Walnut Street
Harrisburg, PA 17101-1904
717-237-4000
Fax: 717-237-4004

COPY

Morgan, Lewis
& Bockius LLP
COUNSELORS AT LAW

Michael W. Hassell
717-237-4024

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Kenneth W. Christman

February 10, 1998

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PA PUC
PROTHONOTARY'S OFFICE

VIA HAND DELIVERY

James J. McNulty, Acting Secretary
Pennsylvania Public Utility Commission
Room B-20, North Office Building
Harrisburg, PA 17120

Re: Columbia Gas of Pennsylvania, Inc.
Affiliated Interest Filing
Docket No. G-_____

Dear Acting Secretary McNulty:

Enclosed, for filing pursuant to Section 2102 of the Public Utility Code, 66 Pa.C.S. §2102, is an Agreement among Columbia Gas of Pennsylvania, Inc. ("Columbia of Pennsylvania") and certain affiliated local distribution companies.

The purpose of the Agreement is to trade volumes of gas held by the companies in storage fields in various states. The trades will enable Columbia of Pennsylvania to reduce state taxes that are imposed upon Columbia of Pennsylvania by jurisdictions other than Pennsylvania. As explained in the Agreement, this contract will not affect the volume of storage gas held by Columbia of Pennsylvania. The Agreement will have no adverse effect upon Columbia of Pennsylvania's customers, or the Pennsylvania State Treasury.

Morgan, Lewis
& Bockius LLP

If there is any question with regard to this filing, please contact the undersigned.

Yours truly,

Michael W Hassell

Michael W. Hassell

/aw

Enclosure

AGREEMENT

THIS AGREEMENT, made effective as of December 31, 1997 is by and between Columbia Gas of Ohio, Inc. ("COH"), Columbia Gas of Pennsylvania, Inc. ("CPA"), Columbia Gas of Kentucky, Inc. ("CKY"), and Columbia Gas of Maryland ("CMD"), collectively referred to as "the Parties."

WHEREAS, the Parties and Columbia Gas Transmission Corporation (Columbia) have entered into Firm Storage Service (FSS) Agreements in connection with Article VI of the June 29, 1989 Stipulation and Agreement in FERC Docket Nos. #RP86-168, et al, also known as the Columbia Global Agreement (CGA), as revised;

WHEREAS, the Parties purchased certain storage gas inventory from Columbia located in Columbia's storage fields and will purchase additional natural gas for storage in Columbia's storage fields;

WHEREAS, Columbia's gas storage fields are located in West Virginia, Pennsylvania, New York and Ohio;

WHEREAS, Columbia's aggregate operations of its storage system makes it impossible to determine where any individual customer's gas is stored;

WHEREAS, Columbia originally allocated its customers' gas in storage on a pro rata basis among all of its storage customers; and

WHEREAS, the Parties desire to exchange volumes among themselves in order to identify the states in which their gas shall be deemed to be located on an individual company basis;

THEREFORE, in consideration of the premises,

1. The Parties will effect trades among themselves, from time to time and on an MCF per MCF basis, to consistently assure that the respective inventories are maintained as follows:

a) All of the FSS volumes of CPA, CKY, and CMD will be deemed to be located in the state of Ohio subject to c) and d) below.

b) The FSS volumes of COH will be deemed to be located in the states of New York, Pennsylvania and West Virginia, subject to c) and d) below, to the extent that the other Parties previously were deemed to have FSS volumes located in those states. Any COH FSS volumes remaining after such

allocation to New York, Pennsylvania and West Virginia, shall be deemed to be located in the state of Ohio.

c) Each of the Parties' total FSS volumes must exactly match each of the Parties' total FSS volumes as reported by Columbia; and

d) The total FSS volumes allocated to each state must exactly equal the total FSS volumes as reported by Columbia for each state.

e) If for any reason the allocation of the Parties' FSS storage volumes cannot be accomplished as stated above, the parties agree to meet within thirty (30) days to discuss a new prospective allocation agreement.

2. This Agreement is made by and between the undersigned customers of Columbia Gas Transmission Corporation (Columbia). This agreement shall not be interpreted in any way to have any effect on the manner in which customers under Columbia's Rate Schedule FSS receives storage service from Columbia. This agreement does not give any customer the right to select the state in which storage gas is either injected into or withdrawn from storage. Columbia shall continue to operate its gas storage fields in such a manner as it, in its sole discretion, deems necessary and appropriate to meet its service obligations. This agreement does not create, reduce modify, or amend Columbia's service obligations. This agreement does not create, reduce, modify, or amend Columbia's service obligations or service agreements in any manner.

3. If the tax laws (but not including the tax rate) in any of the affected states significantly changes and any such change has an adverse financial impact on any of the Parties, then the Parties to this Agreement agree to meet within thirty (30) days after written notice from any one party to discuss a new, prospective allocation agreement. Any new allocation agreed upon shall be made effective on December 31 of the same calendar year. If the parties to this Agreement fail to agree upon a new allocation agreement within ninety (90) days after the beginning of such a meeting, this Agreement may be cancelled, effective at the end of the year in which such meetings occur. After cancellation of this Agreement, all FSS volumes shall be deemed to be in all of Columbia's storage fields in proportion to the total physical volumes of working gas in storage in all of Columbia's storage fields.

4. This Agreement may be executed by one or more of the parties hereto in any number of separate, identical counterparts, no one of which need be signed by all of the parties so long as each of the parties has signed at least one counterpart. Each such counterpart, when signed and delivered by one or more of the parties hereto, shall constitute one and the same instrument. This Agreement shall become effective upon execution by the Parties, pending receipt of all necessary regulatory approvals.

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5. In the event this Agreement, or one or more of the provisions hereof, shall be held, for any reason, to be invalid, void, illegal or unenforceable in any respect, or as to any signatory party, such invalidity, voidness, illegality or unenforceability shall not affect the remaining provisions hereof.

(SEAL)
Attest:
Amy L. Koncelik
Title: ATTORNEY

COLUMBIA GAS OF OHIO, INC.
By: [signature]
Name: ANDREW J. SONDERMAN
Title: GENERAL COUNSEL
Date: 12/31/97

(SEAL)
Attest:

Title:

COLUMBIA GAS OF PENNSYLVANIA, INC.
By:
Name:
Title:
Date:

(SEAL)
Attest:
Amy L. Koncelik
Title: ATTORNEY

COLUMBIA GAS OF KENTUCKY, INC.
By: [signature]
Name: ANDREW J. SONDERMAN
Title: GENERAL COUNSEL
Date: 12/31/97

(SEAL)
Attest:

Title:

COLUMBIA GAS OF MARYLAND, INC.
By:
Name:
Title:
Date:

P.4/5

Appendix "A"

Execution Version

RECEIVABLES SALE AGREEMENT

Dated as of March 15, 2010

Between

COLUMBIA GAS OF PENNSYLVANIA, INC.,

as Seller

and

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION,

as Purchaser

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RECEIVABLES SALES AGREEMENT

Dated as of March 15, 2010

COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation (the "Seller"), and COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation (the "Purchaser"), agree as follows:

PRELIMINARY STATEMENTS

(1) Certain terms which are capitalized and used throughout this Agreement (in addition to those defined above) are defined in Article I of this Agreement.

(2) The Seller has Receivables that it wishes to sell to the Purchaser, and the Purchaser is prepared to purchase such Receivables on the terms set forth herein.

(3) The Seller may also wish to contribute Receivables to the capital of the Purchaser on the terms set forth herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01. Certain Defined Terms. The following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Agreement" means this Receivables Sales Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Closing Date" means March 15, 2010 or, if later, the first date on which the conditions precedent set forth in Section 3.01 are satisfied.

"Contributed Receivable" has the meaning specified in Section 2.06.

"Deferred Purchase Price" means the portion of the Purchase Price of Purchased Receivables purchased on any Purchase Date exceeding the amount of the Purchase Price to be paid in cash or with Purchase Price Credits. The obligations of the Purchaser in respect of the Deferred Purchase Price shall be evidenced by the Deferred Purchase Price Note.

"Deferred Purchase Price Note" has the meaning specified in Section 9.09.

"Discount" means, in respect of each Purchase, the Discount Rate multiplied by the Outstanding Balance of the Receivables that are the subject of such Purchase; provided, however, the foregoing Discount may be revised prospectively by request of either of the parties hereto to reflect changes in recent experience with respect to write-offs, timing and cost of Collections and cost of funds, provided further that such revision

is consented to by both of the parties (it being understood that each party agrees to duly consider such request but shall have no obligation to give such consent).

"Discount Rate" means a percentage calculated to provide the Purchaser with a reasonable return on its investment in the Receivables after taking account of (i) the time value of money based upon the anticipated dates of collection of the Receivables and the cost to the Purchaser of financing its investment in the Receivables during such period and (ii) the risk of nonpayment by the Obligors. On the Closing Date, the Discount Rate is 0.4284%. The Seller and the Purchaser may agree from time to time to change the Discount Rate based on changes in one or more of the items affecting the calculation thereof, provided that any change to the Discount Rate shall take effect as of the commencement of a calendar month, shall apply only prospectively and shall not affect the Purchase Price payment in respect of Purchase which occurred during any calendar month ending prior to the calendar month during which the Seller and the Purchaser agree to make such change.

"Event of Termination" has the meaning specified in Section 7.01.

"Indemnified Amounts" has the meaning specified in Section 8.01.

"Indemnified Parties" has the meaning specified in Section 8.01.

"Material Adverse Effect" means a material adverse effect on (i) the ability of any Transaction Party to perform its obligations under any Transaction Document, (ii) the legality, validity or enforceability of this Agreement or any other Transaction Document, (iii) the Purchaser's interest in the Receivables generally or in any material portion of the Receivables, the Related Security or the Collections with respect thereto, or (iv) the collectibility of the Receivables generally or of any material portion of the Receivables.

"Purchase" means a purchase by the Purchaser of Receivables from the Seller pursuant to Article II.

"Purchase Agreement" means that certain Receivables Purchase Agreement, dated as of the date hereof, among the Purchaser, as seller, Victory Receivables Corporation, as Conduit Purchaser, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Bank Purchaser and as Managing Agent, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Administrative Agent, and the Seller, as servicer, as amended, restated or otherwise modified from time to time.

"Purchase Date" means each day on which a Purchase is made pursuant to Article II.

"Purchase Price" means, for any Purchase, an amount equal to the Outstanding Balance of the Receivables that are the subject of such Purchase as set forth in the Seller's Receivables Trial Balance, minus the Discount for such Purchase.

"Purchase Price Credit" has the meaning specified in Section 2.04(a).

"Purchased Receivable" means any Receivable which is purchased by the Purchaser pursuant to Section 2.02.

"Receivables Trial Balance" means, on any date, the Seller's accounts receivable trial balance (whether in the form of a computer printout, magnetic tape or diskette or other electronic or paper record) on such date, listing Obligors and the Receivables respectively owed by such Obligors on such date together with the aged Outstanding Balances of such Receivables, in form and substance satisfactory to the Purchaser.

"Related Security" means with respect to any Receivable:

(i) all of the Seller's interest in any merchandise or goods (including returned merchandise or goods), if any, relating to any sale giving rise to such Receivable;

(ii) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all financing statements authorized by an Obligor describing any collateral securing such Receivable;

(iii) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to the Contract related to such Receivable or otherwise;

(iv) all other books, records and other information (including, without limitation, computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Receivable and the related Obligor;

(v) all of the Seller's right, title and interest in and to all invoices or other agreements or documents that evidence, secure or otherwise relate to such Receivable; and

(vi) with respect to each Choice Marketer Receivable, all of the Seller's right, title and interest in, to and under (i) the related Choice Marketer Purchase Agreement and the related Choice Marketer Security Agreement or (ii) the related Revised Choice Marketer Purchase Agreement, as the case may be.

"Senior Obligations" means all "Seller Obligations" (as defined in the Purchase Agreement).

"Settlement Date" means (i) the nineteenth (19^{th}) day of each calendar month (or, if such day is not a Business Day, the next succeeding Business Day) and (ii) each other "Settlement Date" under and as defined in the Purchase Agreement.

"Settlement Period" means each calendar month.

"Transaction Party" means any of the Seller, the Servicer or NiSource.

"Transferred Receivable" means a Purchased Receivable or a Contributed Receivable.

SECTION 1.02. Other Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles. All terms used in Article 9 of the UCC in the State of New York, and not specifically defined herein, are used herein as defined in such Article 9.

SECTION 1.03. Incorporation of Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

ARTICLE II. AMOUNTS AND TERMS OF PURCHASES AND CONTRIBUTIONS

SECTION 2.01. Facility. On the terms and conditions hereinafter set forth and without recourse to the Seller (except to the extent specifically provided herein), the Seller hereby agrees to sell to the Purchaser all Receivables originated or acquired by it from time to time and the Purchaser hereby agrees to purchase from the Seller all such Receivables from time to time, in each case during the period from the date hereof to the Termination Date; provided that on the Closing Date, the Seller shall contribute certain Receivables to the Purchaser pursuant to Section 2.06 in lieu of a sale of such Receivables.

SECTION 2.02. Making Purchases.

(a) Initial Purchase. On the Closing Date, the Seller shall (i) contribute to the capital of the Purchaser, Receivables having an aggregate Outstanding Balance of $15,000,000 and (ii) sell to the Purchaser all other Receivables outstanding as of the Closing Date. On the date of such Purchase, the Purchaser shall, upon satisfaction of the applicable conditions set forth in Article III, pay the Purchase Price for the Receivables sold to it in the manner provided in Section 2.02(c).

(b) Subsequent Purchases. On each Business Day following the Closing Date until the Termination Date, the Seller shall sell to the Purchaser, and the Purchaser shall purchase from the Seller, upon satisfaction of the applicable conditions set forth in Article III, all Receivables originated or otherwise acquired by the Seller which have not previously been sold or contributed to the Purchaser.

(c) Payment of Purchase Price. With respect to any Receivables coming into existence after the date hereof, the Purchaser shall pay the Purchase Price therefor in the following manner:

(i) first, by the application of any unused Purchase Price Credits;

(ii) second, by delivery of immediately available funds, to the extent of funds available to the Purchaser from (x) its subsequent sale of an interest in the Receivables under the Purchase Agreement, (y) Collections arising from any Receivables

previously sold to the Purchaser in which the Purchaser has retained an interest, or (z) other cash on hand; and

(iii) third, by an increase in the Deferred Purchase Price.

The Seller is hereby authorized by the Purchaser to endorse on the schedule attached to the Deferred Purchase Price Note an appropriate notation evidencing the date and amount of each advance thereunder, as well as the date of each payment with respect thereto, provided that the failure to make such notation shall not affect any obligation of the Purchaser thereunder.

Although the Purchase Price for each Receivable coming into existence after the date hereof shall be due and payable in full by the Purchaser to the Seller on the date such Receivable came into existence, and payment of such Purchase Price shall be made as provided in this Section 2.02(c), final settlement of the Purchase Price between the Purchaser and the Seller shall be effected on a monthly basis on each Settlement Date with respect to all Receivables coming into existence during the calendar month preceding such Settlement Date and based on the information contained in the Monthly Report delivered by the Servicer pursuant to the Purchase Agreement for the calendar month then most recently ended. On each Settlement Date, the Purchaser and the Seller shall cause a reconciliation to be made in respect of all purchases that shall have been made during the calendar month then most recently ended. Although settlement shall be effected on Settlement Dates, any net increase or decrease in the amount owing under the Deferred Purchase Price Note made pursuant to this Section 2.02(c) shall be deemed to have occurred and shall be effective as of the last Business Day of the calendar month to which such settlement relates.

(d) Ownership of Receivables and Related Security. On each Purchase Date, after giving effect to the Purchase (and any contribution of Receivables) on such date, the Purchaser shall own all Receivables originated or otherwise acquired by the Seller on such date (including Receivables which have been previously sold or contributed to the Purchaser hereunder). The Purchase or contribution of any Receivable shall include all Related Security with respect to such Receivable.

SECTION 2.03. Collections. (a) On each Deposit Date, the Servicer shall apply all Collections released to the Purchaser pursuant to the Purchase Agreement and all amounts paid by the Seller pursuant to Section 2.04(a) and 2.04(b) hereof (i) first, to pay the Purchase Price then owing by the Purchaser hereunder on such date, (ii) second, if such date is a Settlement Date, to pay the accrued and unpaid interest on the Deferred Purchase Price for the most recently ended calendar month (as provided in Section 2.03(c)), and (iii) third, to prepay in whole or in part the principal amount of the Deferred Purchase Price. The Servicer shall, on or before each Settlement Date, deposit into an account of the Purchaser or the Purchaser's assignee all remaining Collections of Transferred Receivables (if any) then held by the Servicer (but only to the extent such Collections have not been previously applied to purchase new Receivables hereunder or to pay the Deferred Purchase Price).

(b) In the event that the Seller believes that collections which are not Collections of Transferred Receivables have been deposited into an account of the Purchaser or the Purchaser's assignee, the Seller shall so advise the Purchaser and, on the Business Day

following such identification to the Purchaser's reasonable satisfaction, the Purchaser shall instruct the Servicer to remit such collections to the Seller.

(c) On each Settlement Date, the Purchaser shall, to the extent Collections are available for such purpose under the Purchase Agreement and are not required to pay the Purchase Price for any Receivables purchased hereunder, pay to the Seller accrued interest on the Deferred Purchase Price; provided that each such payment shall be made solely from (i) Collections of Transferred Receivables after all other amounts then due from the Purchaser under the Purchase Agreement have been paid in full and all amounts then required to be set aside by the Purchaser or the Servicer under the Purchase Agreement have been so set aside or (ii) excess cash flow from operations of the Purchaser which is not required to be applied to the payment of any Senior Obligations; and provided, further that no such payment shall be made at any time when an "Event of Termination" (as defined in the Purchase Agreement) shall have occurred and be continuing. At such time following the Termination Date when all Senior Obligations shall have been paid in full, the Purchaser shall apply, on each Deposit Date, all Collections of Transferred Receivables received by the Purchaser pursuant to Section 2.03(a) (and not previously distributed) first to the payment of accrued interest on the Deferred Purchase Price, and then to the reduction of the principal amount of the Deferred Purchase Price.

SECTION 2.04. Settlement Procedures. (a) If on any day any Transferred Receivable becomes (in whole or in part) a Diluted Receivable, the Seller shall be deemed to have received on such day a Collection of such Receivable in the amount of such Diluted Receivable. The Seller shall pay to the Servicer on or prior to the next Settlement Date all amounts deemed to have been received pursuant to this subsection. Notwithstanding the foregoing, if on any day any Transferred Receivable, the Obligor of which is a NiSource Entity, is satisfied in full or in part by the posting of an inter-company accounting entry in favor of the Seller, the Purchaser shall be deemed to have received on such day a credit (a "Purchase Price Credit") in the amount of such accounting entry. If for any reason the Purchaser ceases to purchase Receivables from the Seller under this Agreement, the Seller shall pay to the Purchaser the amount of all then unused Purchase Price Credits.

(b) Upon discovery by the Seller or the Purchaser of a breach of any of the representations and warranties made by the Seller in Section 4.01(j) with respect to any Transferred Receivable, such party shall give prompt written notice thereof to the other party, as soon as practicable and in any event within three (3) Business Days following such discovery. The Seller shall, upon not less than two (2) Business Days' notice from the Purchaser or its assignee or designee, repurchase such Transferred Receivable on the next succeeding Settlement Date for a repurchase price equal to the Outstanding Balance of such Transferred Receivable. Each repurchase of a Transferred Receivable shall include the Related Security with respect to such Transferred Receivable. The proceeds of any such repurchase shall be deemed to be a Collection in respect of such Transferred Receivable. The Seller shall pay to the Servicer on or prior to the next Settlement Date the repurchase price required to be paid pursuant to this subsection.

(c) Except as stated in subsection (a) or (b) of this Section 2.04 or as otherwise required by law or the relevant Contract, or as otherwise specified by such Obligor, all Collections from an Obligor of any Transferred Receivable shall be applied to the Receivables of

such Obligor in the order of the age of such Receivables, starting with the oldest such Receivable.

SECTION 2.05. Payments and Computations, Etc. (a) All amounts to be paid or deposited by the Seller or the Servicer hereunder shall be paid or deposited no later than 11:00 A.M. (New York City time) on the day when due in same day funds to an account or accounts designated by the Purchaser from time to time.

(b) The Seller shall, to the extent permitted by law, pay to the Purchaser interest on any amount not paid or deposited by the Seller (whether as Servicer or otherwise) when due hereunder at an interest rate per annum equal to 2.50% per annum above the Base Rate, payable on demand.

(c) All computations of interest and all computations of fees hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first but excluding the last day) elapsed. Whenever any payment or deposit to be made hereunder shall be due on a day other than a Business Day, such payment or deposit shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of such payment or deposit.

SECTION 2.06. Contributions. On the Closing Date the Seller shall identify Receivables which it proposes to transfer to the Purchaser as a capital contribution. On the date of such contribution and after giving effect thereto, the Purchaser shall own all right, title and interest in and to the Receivables so identified and contributed (collectively, the "Contributed Receivables") and all Related Security with respect thereto.

SECTION 2.07. Grant of Security Interest. As collateral security for the performance by the Seller of all the terms, covenants and agreements on the part of the Seller (whether as Seller, Servicer or otherwise) to be performed under this Agreement or any other Transaction Document, including the punctual payment when due of all amounts payable by it hereunder and thereunder, the Seller hereby assigns to the Purchaser and grants to the Purchaser a first priority security interest in, all of the Seller's right, title and interest (if any) in and to (A) all Receivables, whether now owned and existing or hereafter acquired or arising, all Related Security and Collections with respect thereto and all Lock-Boxes and Blocked Accounts, and (B) to the extent not included in the foregoing, all proceeds of any and all of the foregoing.

ARTICLE III. CONDITIONS OF PURCHASES

SECTION 3.01. Conditions Precedent to Initial Purchase from the Seller. The initial Purchase of Receivables from the Seller hereunder is subject to the conditions precedent that the Purchaser shall have received on or before the date of such Purchase all of the instruments, documents, agreements and opinions specified in Section 3.01 of the Purchase Agreement, each (unless otherwise indicated therein) dated such date, in form and substance satisfactory to the Purchaser.

SECTION 3.02. Conditions Precedent to All Purchases. The Purchaser's obligation to make any Purchase (including the initial Purchase) hereunder shall be subject to the further conditions precedent that:

(a) the Seller shall have delivered to the Purchaser, if requested by the Purchaser, (i) the Seller's Receivables Trial Balance (which if in the form of an electronic record shall be compatible with the Purchaser's computer software) as of a date not more than 31 days prior to the date of such Purchase, and (ii) such additional information concerning such Receivables as may reasonably be requested by the Purchaser;

(b) with respect to any such Purchase, on or prior to the date of such Purchase, the Servicer shall have delivered to the Purchaser, all Monthly Reports and Daily Reports required to be delivered hereunder and under the Purchase Agreement, each duly completed and containing information covering the most recently ended reporting period for which information is required pursuant to Section 6.02(g) and (h) of the Purchase Agreement;

(c) on the date of such Purchase the following statements shall be true (and the Seller, by accepting the Purchase Price for such Purchase, shall be deemed to have represented and warranted that):

(i) The representations and warranties contained in Section 4.01 are correct on and as of the date of such Purchase as though made on and as of such date;

(ii) No event has occurred and is continuing, or would result from such Purchase, that constitutes an Event of Termination or an Involuntary Bankruptcy Event; and

(iii) The "Termination Date" shall not have occurred under (and as defined in) the Purchase Agreement; and

(d) the Purchaser shall have received such other approvals, opinions or documents as the Purchaser may reasonably request.

Notwithstanding the foregoing, unless otherwise specified by the Purchaser (with the written consent of the Administrative Agent) in a written notice to the Seller, each Purchase shall occur automatically on each day prior to the Termination Date, with the result that the title to all Receivables shall vest in the Purchaser automatically on the date each such Receivable arises and without any further action of any kind by the Purchaser or the Seller, whether or not the conditions precedent to such Purchase were in fact satisfied on such date and notwithstanding any delay in making payment of the Purchase Price for such Receivables (but without impairing the Purchaser's obligation to pay such Purchase Price in accordance with the terms hereof).

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

SECTION 4.01. Representations and Warranties of the Seller. The Seller (both individually and in its capacity as Servicer) represents and warrants as follows as of the date hereof and as of the date of each Purchase hereunder:

(a) The Seller is a corporation duly incorporated, validly existing and in good standing under the laws of Pennsylvania, and is duly qualified to do business, and is in

good standing, in every jurisdiction where the nature of its business requires it to be so qualified.

(b) The execution, delivery and performance by the Seller of the Transaction Documents to which it is a party, including the Seller's sale and contribution of Receivables hereunder and the Seller's use of the proceeds of Purchases, (i) are within the Seller's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) do not contravene (1) the Seller's charter or by-laws, (2) any law, rule or regulation applicable to the Seller, (3) any contractual restriction binding on or affecting the Seller or its property or (4) any order, writ, judgment, award, injunction or decree binding on or affecting the Seller or its property, and (iv) do not result in or require the creation of any Adverse Claim upon or with respect to any of its properties (except for the transfer of the Seller's interest in the Transferred Receivables pursuant to this Agreement). Each of the Transaction Documents to which the Seller is named as a party has been duly executed and delivered by the Seller.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Seller of the Transaction Documents to which it is a party or any other document to be delivered by it thereunder except for those that have already been obtained or made and the filing of UCC financing statements which are referred to therein.

(d) Each of the Transaction Documents to which the Seller is a party constitutes the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and by principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) Sales and contributions made pursuant to this Agreement will constitute a valid sale (or contribution), transfer, and assignment of the Transferred Receivables to the Purchaser, enforceable against creditors of, and purchasers from, the Seller. The Seller shall have no remaining property interest in any Transferred Receivable.

(f) The consolidated balance sheets of the Seller and its Subsidiaries as of December 31, 2008, and the related statements of income and retained earnings of the Seller and its Subsidiaries as of and for the fiscal year then ended, copies of which have been furnished to the Purchaser, fairly present the financial condition of the Seller and its Subsidiaries as of such date and the results of the operations of the Seller and its Subsidiaries for the fiscal year ended on such date, all in accordance with generally accepted accounting principles consistently applied. Since December 31, 2008, there has been no material adverse change in the business, operations, property or financial condition of the Seller.

(g) There is no pending or, to the best knowledge of the Seller, threatened action or proceeding affecting the Seller or any of its Subsidiaries before any court,

governmental agency or arbitrator which (if adversely determined) would have a Material Adverse Effect, except as disclosed in the financial statements referred to in Section 4.01(f).

(h) No proceeds of any Purchase will be used for a purpose that violates or would be inconsistent with, Regulation T, U or X promulgated by the Board of Governors of the Federal Reserve System from time to time.

(i) No transaction contemplated hereby requires compliance with any bulk sales act or similar law.

(j) Each Transferred Receivable, together with the Related Security, is owned (immediately prior to its sale or contribution hereunder) by the Seller free and clear of any Adverse Claim (other than Permitted Liens or any Adverse Claim arising solely as the result of any action taken by the Purchaser). When the Purchaser makes a Purchase it shall acquire valid and perfected first priority ownership interest of each Purchased Receivable and the Related Security and Collections with respect thereto free and clear of any Adverse Claim (other than Permitted Liens or any Adverse Claim arising solely as the result of any action taken by the Purchaser), and no effective financing statement or other instrument similar in effect is filed in any recording office listing the Seller as debtor, covering any Receivable, any interest therein, the Related Security or Collections except such as may be filed in favor of Purchaser in accordance with this Agreement and assigned to the Agent in accordance with the Purchase Agreement.

(k) Each Monthly Report and Daily Report, all information, and each exhibit, financial statement, document, book, record or report furnished or to be furnished in writing at any time by the Seller to the Purchaser in connection with this Agreement is or will be accurate in all material respects as of its date or (except as otherwise disclosed to the Purchaser at such time) as of the date so furnished, and no such Monthly Report, Daily Report, information, exhibit, financial statement, document, book, record or report contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not materially misleading.

(l) The principal place of business and chief executive office of the Seller and the office where the Seller keeps its records concerning the Transferred Receivables are located at the address or addresses referred to in Section 5.01(b).

(m) The names and addresses of all the Blocked Account Banks, together with the number of the Lock-Boxes and the account numbers of the Blocked Accounts at or maintained by such Blocked Account Banks, are specified in Exhibit A, as such may be updated from time to time pursuant to Section 5.01(g).

(n) In the past five (5) years, the Seller has not used any company name, tradename or doing-business-as name other than the name in which it has executed this Agreement and the other names listed on Exhibit C. The Seller's organizational identification number is 73694.



(o) (i) The fair value of the property of the Seller is greater than the total amount of liabilities, including contingent liabilities, of the Seller, (ii) the present fair salable value of the assets of the Seller is not less than the amount that will be required to pay all probable liabilities of the Seller on its debts as they become absolute and matured, (iii) the Seller does not intend to, and does not believe that it will, incur debts or liabilities beyond the Seller's abilities to pay such debts and liabilities as they mature and (iv) the Seller is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which the Seller's property would constitute unreasonably small capital.

(p) The Seller shall have originated each Receivable in the ordinary course of its business.

(q) Each Transferred Receivable included as an Eligible Receivable in the calculation of the Net Receivables Pool Balance on any Monthly Report or Daily Report satisfies the requirements of eligibility contained in the definition of "Eligible Receivable" in the Purchase Agreement as of the date of the information reported in such Monthly Report or Daily Report.

(r) The Purchase Price received by the Seller for each Transferred Receivable constitutes reasonably equivalent value in consideration therefor and such transfer was not made for or on account of an antecedent debt. Each transfer by the Seller of any Transferred Receivable hereunder has been made in good faith and without the intent to hinder, delay or defraud creditors of the Seller, and no such transfer is or may be voidable under any section of the Bankruptcy Reform Act of 1978 (11 U.S.C. §§ 101 et seq.), as amended.

(s) The Seller and its ERISA Affiliates are in compliance, in all material respects, with ERISA, and no Adverse Claim exists in favor of the Pension Benefit Guaranty Corporation on any of the Receivables.

(t) The Seller believes that the Purchaser has adequate capitalization and liquidity to meet its financial obligations under the Transaction Documents without the need for capital contributions other than the capital contributions described in Section 2.02(a).

(u) Each of the representations and warranties set forth on Annex A are true and correct.

(v) The Seller is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended, or any successor statute.

(w) The Seller has complied in all respects with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject, except where the failure to so comply could not reasonably be expected to have a Material Adverse Effect. Each Transferred Receivable, together with the Contract related thereto, does not contravene any laws, rules or regulations applicable thereto (including, without limitation, laws, rules and regulations relating to truth in lending, fair credit

billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy), and no part of such Contract is in violation of any such law, rule or regulation, except where such contravention or violation could not reasonably be expected to have a Material Adverse Effect.

(x) The Seller has complied in all material respects with the Credit and Collection Policy with regard to each Transferred Receivable and the related Contract, and has not made any change to such Credit and Collection Policy.

(y) Each of the facts and assumptions with respect to Seller, and its conduct set forth in the opinion letter issued by Schiff Hardin LLP, as counsel for Seller, in connection with the Closing Date and relating to issues of "true sale" and "substantive nonconsolidation", and in the certificates accompanying such opinion letter, are true and correct.

ARTICLE V. COVENANTS

SECTION 5.01. Covenants of the Seller. From the date hereof until the first day following the Termination Date on which all of the Transferred Receivables are either collected in full or are written off in accordance with the applicable Credit and Collection Policy, the Seller (both individually and in its capacity as Servicer) covenants and agrees as follows:

(a) Compliance with Laws, Etc. The Seller will comply in all respects with all applicable laws, rules, regulations and orders and preserve and maintain its corporate existence, rights, franchises, qualifications and privileges except to the extent that the failure so to comply with such laws, rules and regulations or the failure so to preserve and maintain such rights, franchises, qualifications, and privileges would not reasonably be expected to have a Material Adverse Effect.

(b) Offices, Records and Books of Account. The Seller will keep its principal place of business and chief executive office and the office where it keep its records concerning the Receivables at (i) the address of the Seller set forth under its name on the signature page to this Agreement, or (ii) upon thirty (30) days' prior written notice to the Purchaser at any other locations in jurisdictions where all actions reasonably requested by the Purchaser to protect and perfect the interest in the Transferred Receivables shall have been taken and completed. The Seller will maintain and implement administrative and operating procedures (including, without limitation, an ability to recreate records evidencing Receivables and related Contracts in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables (including, without limitation, records adequate to permit the daily identification of each new Transferred Receivable and all Collections of and adjustments to each existing Transferred Receivable).

(c) Performance and Compliance with Contracts and Credit and Collection Policy. The Seller will, at its expense, (i) timely and fully perform and comply in all material respects with all provisions, covenants and other promises required to be

observed by it under the Contracts related to the Receivables, and (ii) timely and fully comply in all material respects with the Credit and Collection Policy in regard to each Receivable and the related Contracts.

(d) Sales, Liens, Etc. Except for Permitted Liens and the sales and contributions of Receivables contemplated herein, the Seller will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim upon or with respect to, any Receivable, Related Security, related Contract or Collections, or upon or with respect to any Lock-Box or Blocked Account, or assign any right to receive income in respect thereof.

(e) Extension or Amendment of Receivables and Contracts. The Seller will not extend, amend or otherwise modify the terms of any Receivable or amend, modify or waive any term or condition of any Contract related thereto except, in its capacity as Servicer, to the extent permitted under Section 6.02(c) of the Purchase Agreement.

(f) Change in Business or Credit and Collection Policy. The Seller will not make any change in the character of its business or in any Credit and Collection Policy, except, for any such change that would not (i) impair the collectibility of any Receivable or (ii) otherwise be reasonably likely to have a Material Adverse Effect.

(g) Addition or Termination of Blocked Accounts and Lock-Boxes; Change in Payment Instructions to Obligors. The Seller will not add or terminate any bank or bank account as a Blocked Account Bank or Lock-Box or Blocked Account from those listed in Exhibit A to this Agreement, or make any change in its instructions to Obligors regarding payments to be made in respect of the Receivables or payments to be made to any Lock-Box or Blocked Account Bank, unless the Purchaser shall have received notice of such addition, termination or change (including an updated Exhibit A) with respect to each new Lock-Box or Blocked Account and a fully executed Blocked Account Agreement.

(h) Deposits to Lock Boxes and Blocked Accounts. The Seller will instruct all Obligors to remit all their payments in respect of the Receivables to one of the Lock-Boxes or Blocked Accounts or to a Sub-Agent that has been instructed to remit payments to one of the Blocked Accounts. If the Seller shall receive any Collections directly, the Seller shall promptly (and in any event within one (1) Business Day) deposit the same into a Blocked Account. From and after the occurrence of a Lock-Box Event, the Seller will not permit any funds to be deposited into any Blocked Account other than Collections of Receivables, proceeds of accounts receivable under any Percent of Income Plan, Retail Services Payments, and prepayments made under any Balanced Payment Plan.

(i) Marking of Records. At its expense, the Seller will mark its master data processing records evidencing Receivables with a legend evidencing that Transferred Receivables and the related Contracts have been sold in accordance with this Agreement.

(j) Audits. The Seller will, from time to time during regular business hours as requested by the Purchaser or its assigns at the Seller's expense, permit the Purchaser, or its agents, representatives or assigns, (i) to examine and make copies of and abstracts from all books, records and documents (including, without limitation, computer tapes and disks) in the possession or under the control of the Seller relating to Receivables and the Related Security, including, without limitation, the related Contracts, and (ii) to visit the offices and properties of the Seller for the purpose of examining such materials described in clause (i) above, and to discuss matters relating to Receivables and the Related Security or the Seller's performance under the Transaction Documents or under the Contracts with any of the officers or employees of the Seller having knowledge of such matters. So long as no Event of Termination has occurred and is continuing, the Purchaser or its assigns will give the Seller three (3) Business Days prior notice of any such examination.

(k) Further Assurances; Change in Name or Jurisdiction of Organization, Etc. (i) The Seller agrees from time to time, at its expense, promptly to execute and deliver all further instruments and documents, and to take all further actions, that may be necessary or desirable, or that the Purchaser or its assignee may reasonably request, to perfect, protect or more fully evidence the Purchaser's ownership of the Transferred Receivables and/or the Purchaser's security interest described in Section 2.07, or to enable the Purchaser or its assignee to exercise and enforce its respective rights and remedies under this Agreement. Without limiting the foregoing, the Seller will, upon the request of the Purchaser or its assignee, execute and file such financing or continuation statements, or amendments thereto, and such other instruments and documents, that may be necessary or desirable or that the Purchaser or its assignee may reasonably request to perfect, protect, evidence or maintain the priority of the Purchaser's ownership of such Receivables or such security interest.

(ii) The Seller authorizes the Purchaser or its assignee to file financing or continuation statements, and amendments thereto and assignments thereof, relating to the Receivables and the Related Security, the related Contracts and the Collections with respect thereto and the collateral described in Section 2.07 without the signature of the Seller. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement where permitted by law.

(iii) The Seller shall perform its obligations under the Contracts related to the Transferred Receivables to the same extent as if the Transferred Receivables had not been sold or transferred.

(iv) The Seller shall not take any action to change its jurisdiction of incorporation unless (i) the Purchaser shall have received at least thirty (30) days advance written notice of such change and all action by Seller necessary or appropriate to perfect or maintain the perfection of the Purchaser's interest in the Receivables and the collateral described in Section 2.07 (including, without limitation, the filing of all financing statements and the taking of such other action as the Purchaser may request in connection with such change) shall have been duly taken and (ii) the new jurisdiction of incorporation is a State within the United States of America.

(v) The Seller will not change its name, identity or corporate structure unless the Purchaser shall have received at least thirty (30) days advance written notice of such change or relocation and all action by Seller necessary or appropriate to perfect or maintain the perfection of the Purchaser's interest in the Receivables and the collateral described in Section 2.07 (including, without limitation, the filing of all financing statements and the taking of such other action as the Purchaser may request in connection with such change) shall have been duly taken.

(l) Reporting Requirements. The Seller will provide or cause to be provided to the Purchaser, the Administrative Agent and each Managing Agent the following:

(i) as soon as available and in any event within ninety (90) days after the end of each fiscal year of the Seller, a consolidated balance sheet of the Seller and its Subsidiaries as of the end of such fiscal year and the related consolidated statements of income, cash flows and changes in common stockholders' equity for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, certified by a Financial Officer of the Seller as having been prepared in conformity with generally accepted accounting principles consistently applied;

(ii) as soon as available and in any event within forty-five (45) days after the end of each of the first three quarters of each fiscal year of the Seller, a consolidated balance sheet of the Seller and its Subsidiaries, as of the end of such quarter and the related consolidated statement of income for such quarter and for the portion of the Seller's fiscal year ended at the end of such quarter, and the related consolidated statement of cash flows for the portion of the Seller's fiscal year ended at the end of such quarter, setting forth in each case in comparative form (A) for the consolidated balance sheet, the figures as of the end of the Seller's previous fiscal year, (B) for the consolidated statement of income, the figures for the corresponding quarter and the corresponding portion of the Seller's previous fiscal year and (C) for the consolidated statement of cash flows, the figures for the corresponding portion of the Seller's previous fiscal year; the delivery of such financial statements shall constitute a certification (subject to normal year-end adjustments) as to fairness of presentation and conformity with generally accepted accounting principles consistently applied;

(iii) as soon as (and if) available and in any event within ninety (90) days after the end of each fiscal year of NiSource, a Form 10-K for NiSource which will include an audited consolidated balance sheet of NiSource and its Consolidated Subsidiaries as of the end of such fiscal year and the related audited consolidated statements of income, cash flows and changes in common stockholders' equity for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on in a manner acceptable to the United States Securities and Exchange Commission by independent public accountants of nationally recognized standing; provided, however, that such Form 10-K need not be provided if it is available, within the above referenced time period, via the EDGAR system of the United States Securities and Exchange Commission ("EDGAR") on the Internet;

(iv) as soon as (and if) available and in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of NiSource , a Form 10-Q for NiSource which will include a consolidated balance sheet of NiSource and its Consolidated Subsidiaries, as of the end of such quarter and the related consolidated statement of income for such quarter and for the portion of NiSource's fiscal year ended at the end of such quarter, and the related consolidated statement of cash flows for the portion of NiSource's fiscal year ended at the end of such quarter, setting forth in each case in comparative form (A) for the consolidated balance sheet, the figures as of the end of NiSource's previous fiscal year, (B) for the consolidated statement of income, the figures for the corresponding quarter and the corresponding portion of NiSource's previous fiscal year and (C) for the consolidated statement of cash flows, the figures for the corresponding portion of NiSource's previous fiscal year; the delivery of such financial statement shall constitute a certification (subject to normal year-end adjustments) as to fairness of presentation and conformity with generally accepted accounting principles consistently applied; provided, however, that such Form 10-Q need not be provided if it is available, within the above referenced time period, via EDGAR on the Internet;

(v) as soon as possible and in any event within five (5) Business Days after obtaining knowledge of the occurrence of each Event of Termination or Incipient Event of Termination, a statement of a Financial Officer of the Seller setting forth details of such Event of Termination or Incipient Event of Termination and the action that the Seller has taken and proposes to take with respect thereto;

(vi) promptly after the filing or receiving thereof, copies of all reports and notices that the Seller or any Affiliate files under ERISA with the Internal Revenue Service or the Pension Benefit Guaranty Corporation or the U.S. Department of Labor or that the Seller or any Affiliate receives from any of the foregoing or from any multiemployer plan (within the meaning of Section 4001(a)(3) of ERISA) to which the Seller or any Affiliate is or was, within the preceding five (5) years, a contributing employer, in each case in respect of the assessment of withdrawal liability or an event or condition which could, in the aggregate, result in the imposition of liability on the Seller and/or any such Affiliate in excess of $50,000,000, other than the liability for payment of amounts required to satisfy a minimum funding requirement standard under Section 302 of ERISA, or an alternative minimum funding standard under Section 305 of ERISA, provided that such required funding amounts do not include any waived funding deficiency within the meaning of Section 302 of ERISA;

(vii) at least thirty (30) days prior to any change in the name or jurisdiction of organization of the Seller, a notice setting forth the new name or jurisdiction of organization, as applicable, and the effective date thereof;

(viii) at the time of the delivery of the financial statements provided for in clauses (i) and (ii) of this paragraph, a certificate of a Financial Officer of the Seller to the effect that, to the best of such officer's knowledge, no Event of Termination or Incipient Event of Termination has occurred and is continuing or, if any Event of

Termination or Incipient Event of Termination has occurred and is continuing, specifying the nature and extent thereof;

(ix) promptly upon learning thereof, notice of any downgrade in the Debt Rating (or the withdrawal by either S&P or Moody's of a Debt Rating) of any Transaction Party, setting forth the Debt affected and the nature of such change (or withdrawal);

(x) promptly after the occurrence thereof, notice of any event or condition that has had, or could reasonably be expected to have, a Material Adverse Effect; and

(xi) such other information respecting the Transferred Receivables or the condition or operations, financial or otherwise, of the Seller as the Purchaser may from time to time reasonably request.

(m) Separate Conduct of Business. The Seller will: (i) maintain separate corporate records and books of account from those of the Purchaser; (ii) conduct its business from an office separate from that of the Purchaser; (iii) ensure that all oral and written communications, including without limitation, letters, invoices, purchase orders, contracts, statements and applications, will not be made in the name of the Purchaser; (iv) have stationery and other business forms separate from those of the Purchaser; (v) not hold itself out as having agreed to pay, or as being liable for, the obligations of the Purchaser; (vi) not engage in any transaction with the Purchaser except as contemplated by this Agreement or as permitted by the Purchase Agreement; and (vii) continuously maintain as official records the resolutions, agreements and other instruments underlying the transactions contemplated by this Agreement.

(n) Taxes. The Seller will pay when due any taxes payable in connection with the Receivables, exclusive of taxes on or measured by income or gross receipts of the Purchaser.

(o) Treatment as Sales. The Seller shall not account for or treat (whether in financial statements or otherwise) the transactions contemplated by this Agreement in any manner other than as a sale, contribution and/or absolute conveyance of Receivables by the Seller to the Purchaser except on the face of its financial statements (but not the notes thereto) to the extent required by the principles of consolidated financial reporting in accordance with generally accepted accounting principles.

SECTION 5.02. Intent of the Seller and the Purchaser. The Seller and the Purchaser have structured this Agreement with the intention that each Purchase of Receivables hereunder be treated as a sale of such Receivables by the Seller to the Purchaser for all purposes and the contribution of Receivables hereunder shall be treated as an absolute transfer of such Receivables by the Seller to the Purchaser for all purposes (except that, in accordance with applicable tax principles, each purchase and contribution may be ignored for tax reporting purposes). The Seller and the Purchaser shall record each Purchase and contribution as a sale or purchase or capital contribution, as the case may be, on its books and records, and reflect each

Purchase and contribution in its financial statements as a sale or purchase or capital contribution, as the case may be. In the event that, contrary to the mutual intent of the Seller and the Purchaser, any Purchase or contribution of Receivables hereunder is not characterized as a sale or absolute transfer, the Seller shall, effective as of the date hereof, be deemed to have granted (and the Seller hereby does grant) to the Purchaser a first priority security interest in and to any and all Receivables, the Related Security, the Collections in respect thereof and the proceeds thereof to secure the repayment of all amounts advanced to the Seller hereunder with accrued interest thereon, and this Agreement shall be deemed to be a security agreement.

ARTICLE VI. ADMINISTRATION AND COLLECTION

SECTION 6.01. Designation of Servicer. Consistent with the Purchaser's ownership interest in the Transferred Receivables, the Seller acknowledges and agrees that the servicing, administration and collection of the Transferred Receivables shall be the responsibility and right of the Purchaser. The Purchaser has advised the Seller that the servicing, administration and collection of the Transferred Receivables shall be conducted by the Person designated as the Servicer pursuant to the Purchase Agreement from time to time. The Purchaser has requested the Seller to, and the Seller has agreed that it will, act as the initial Servicer. All references to the Seller hereunder shall include the Seller in its capacity as Servicer under the Purchase Agreement until a successor Servicer is appointed thereunder.

SECTION 6.02. Certain Rights of the Purchaser. (a) The Purchaser may, at any time, direct the Obligors of Transferred Receivables and any Person obligated on any Related Security, or any of them, that payment of all amounts payable under any Transferred Receivable shall be made directly to the Purchaser or its designee. The Seller hereby transfers to the Purchaser (and its assigns and designees) the exclusive ownership and control of the Lock-Boxes and the Blocked Accounts maintained by the Seller for the purpose of receiving Collections and the Seller shall take any further action that the Purchaser may reasonably request to effect or further evidence such transfer.

(b) At any time following the designation of a Servicer other than the Seller:

(i) At the Purchaser's request and at the Seller's expense, the Seller shall give notice of the Purchaser's ownership to each Obligor of Transferred Receivables and direct that payments of all amounts payable under the Transferred Receivables be made directly to the Purchaser or its designee.

(ii) At the Purchaser's request and at the Seller's expense, the Seller shall (A) assemble all of the documents, instruments and other records (including, without limitation, computer tapes and disks) that evidence or relate to the Receivables, and the related Contracts and Related Security, or that are otherwise necessary or desirable to collect the Receivables, and shall make the same available to the Purchaser at a place selected by the Purchaser or its designee, and (B) segregate all cash, checks and other instruments received by it from time to time constituting Collections of Receivables in a manner acceptable to the Purchaser and, promptly upon receipt, remit all such cash, checks and instruments, duly indorsed or with duly executed instruments of transfer, to the Purchaser or its designee.

(c) The Seller authorizes each of the Purchaser and the Administrative Agent, and hereby irrevocably appoints each of the Purchaser and the Administrative Agent as its attorney-in-fact coupled with an interest, with full power of substitution and with full authority in place of the Seller, following the occurrence and during the continuation of a Servicer Default, to take any and all steps in the Seller's name and on behalf of the Seller, that are necessary or desirable, in the determination of the Purchaser or the Administrative Agent, to collect amounts due under the Receivables, including, without limitation, endorsing the Seller's name on checks and other instruments representing Collections of Receivables and enforcing the Receivables and the Related Security and related Contracts.

(d) Following the occurrence of an Event of Termination, the Seller shall, upon the request of the Purchaser or the Administrative Agent (and if the Seller fails to do so, the Purchaser or the Administrative Agent may itself) deliver a notice to all applicable Obligors, in form and substance satisfactory to the Purchaser or the Administrative Agent, as applicable, stating that (i) the Transferred Receivables have been sold to the Purchaser and (ii) effective immediately all payments on the Transferred Receivables must be made without any setoff. Such notice shall be delivered by the Seller as soon as practicable and in any event within three (3) Business Days after such written request by the Purchaser or the Administrative Agent. From and after the date the Purchaser or the Administrative Agent requests the Seller to deliver such notice, (x) the Seller shall require all payments by Obligors to be made without any setoff, and shall make available to the Administrative Agent and the Purchaser such information as may be required to determine whether such payments are being so made and (y) the Seller and the Purchaser shall, and shall cause each other Transaction Party to, pay, or cause to be paid, when due all amounts (including, without limitation, credit card charges) owing by any Transaction Party to any Obligor without any set off of such amounts against Receivables due from such Obligor.

SECTION 6.03. Rights and Remedies. (a) If the Seller (as Servicer or otherwise) fails to perform any of its obligations under this Agreement, the Purchaser may (but shall not be required to) cause performance of, such obligation, and the costs and expenses of the Purchaser reasonably incurred in connection therewith shall be payable by the Seller.

(b) The Seller (as Servicer or otherwise) shall perform all of its obligations under the Contracts related to the Transferred Receivables to the same extent as if the Seller had not sold or contributed Receivables hereunder and the exercise by the Purchaser of its rights hereunder shall not relieve the Seller (as Servicer or otherwise) from such obligations or its obligations with respect to the Transferred Receivables or the related Contracts. The Purchaser shall not have any obligation or liability with respect to any Transferred Receivables or related Contracts, nor shall the Purchaser be obligated to perform any of the obligations of the Seller (as Servicer or otherwise) thereunder.

(c) The Seller shall cooperate with the Servicer in collecting amounts due from Obligors in respect of the Transferred Receivables.

(d) The Seller hereby grants to Servicer an irrevocable power of attorney, with full power of substitution, coupled with an interest, to take or cause to be taken in the name of the Seller all steps necessary or advisable to endorse, negotiate or otherwise realize on any

Collections and any checks, instruments or other proceeds of the Transferred Receivables held or transmitted by the Seller or transmitted or received by the Purchaser (whether or not from the Seller) in connection with any Transferred Receivable.

SECTION 6.04. Transfer of Records to Purchaser. Each Purchase and contribution of Receivables hereunder shall include the transfer to the Purchaser of all of the Seller's right and title to and interest in the records relating to such Receivables and shall include an irrevocable non-exclusive license to the use of the Seller's computer software system to access and create such records. Such license shall be without royalty or payment of any kind, is coupled with an interest, and shall be irrevocable until all of the Transferred Receivables are either collected in full or become Defaulted Receivables. In recognition of the Seller's need to have access to the records transferred to the Purchaser hereunder, the Purchaser hereby grants to the Seller an irrevocable license to access such records in connection with any activity arising in the ordinary course of the Seller's business or in performance of its duties as Servicer, provided that (i) the Seller shall not disrupt or otherwise interfere with the Purchaser's use of and access to such records during such license period, and (ii) the Seller consents to the assignment and delivery of the records (including any information contained therein relating to the Seller or its operations) to any assignees or transferees of the Purchaser.

ARTICLE VII. EVENTS OF TERMINATION

SECTION 7.01. Events of Termination. If any of the following events (each an "Event of Termination") shall occur and be continuing:

(a) (i) The Seller shall fail to perform or observe any term, covenant or agreement under this Agreement (other than as referred to in clause (ii) of this subsection (a)) and such failure shall remain unremedied for five (5) Business Days after the earlier of (x) the first date on which the Seller receives written notice thereof from the Purchaser, the Administrative Agent or any Managing Agent or (y) the first date the Seller has actual knowledge thereof, or (ii) (x) the Seller shall fail to perform or observe any term, covenant or agreement contained in Sections 5.01(a), 5.01(h) or 6.02(b), or (y) any Transaction Party shall fail to make when due any payment or deposit to be made by it under this Agreement or any other Transaction Document; or

(b) Any representation or warranty made or deemed made by any Transaction Party (or any of their respective officers) under or in connection with this Agreement or any other Transaction Document or any certificate, report or other statement delivered by any Transaction Party pursuant to this Agreement or any other Transaction Document shall prove to have been incorrect or untrue in any material respect when made or deemed made or delivered (unless such representation or warranty relates solely to one or more specific Transferred Receivables and the Seller makes a deemed Collection payment or repurchases such Receivable no later than the Business Day following the discovery of such breach of representation); or

(c) Any Transaction Party shall fail to perform or observe any term, covenant or agreement contained in any other Transaction Document on its part to be performed or observed (other than as referred to in subsection (a)(ii)(y) above) and such failure shall remain unremedied for five (5) Business Days after the earlier of (x) the first date on which such

Transaction Party receives written notice thereof from the Purchaser, the Administrative Agent or any Managing Agent or (y) the first date such Transaction Party has actual knowledge thereof; or

(d) (i) Any Transaction Party shall default beyond any applicable period of grace in any payment of principal or interest on any indebtedness for any borrowed money for which such Transaction Party is liable in a principal amount then outstanding of $50,000,000 (or in the case of the Purchaser, $10,000) or more or (ii) any other event of default (other than a failure to pay principal or interest) shall occur under any mortgage, indenture, agreement or instrument under which there may be issued, or by which there may be secured or evidenced, any indebtedness for any borrowed money for which any Transaction Party is liable in a principal amount then outstanding of $50,000,000 (or in the case of the Purchaser, $10,000) and either (A) the occurrence of such event shall result in such indebtedness becoming or being declared due and payable prior to the date on which it could otherwise become due and payable or (B) the occurrence of such event shall permit the holders of such indebtedness to declare such indebtedness to be due and payable prior to the date on which it would otherwise become due and payable; or

(e) Any Purchase or contribution of Receivables hereunder, the Related Security and the Collections with respect thereto shall for any reason cease to vest in the Purchaser valid and perfected ownership of such Receivables, Related Security and Collections free and clear of any Adverse Claim (other than Permitted Liens or any Adverse Claim arising solely as the result of any action taken by the Purchaser) or the security interest created pursuant to Section 2.07 shall for any reason cease to be a valid and perfected first priority security interest in the collateral referred to in that Section; or

(f) Any Transaction Party 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 Transaction Party seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of forty-five (45) days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or any Transaction Party shall take any corporate action to authorize any of the actions set forth above in this subsection (f); or

(g) There shall have occurred or shall exist any event or condition which has had or will have a Material Adverse Effect; or

(h) The Seller shall cease to own, directly or indirectly, all of the outstanding capital stock of the Purchaser, free and clear of any Adverse Claim (other than Permitted Liens); or

(i) The Internal Revenue Service shall file notice of a lien pursuant to Section 6323 of the IRC with regard to any of the assets of the Seller and such lien shall not have been released within five (5) Business Days, or the Pension Benefit Guaranty Corporation shall, or shall indicate its intention to, file notice of a lien pursuant to Section 4068 of ERISA with regard to any of the assets of the Seller or any Subsidiaries of the Seller; or

(j) One or more judgments, orders or decrees shall be entered against any Transaction Party involving in the aggregate a liability (not satisfied or fully covered by insurance) of $50,000,000 (or in the case of the Purchaser, $10,000) or more and either (i) all such judgments, orders or decrees shall not have been vacated, dismissed, discharged or otherwise satisfied, bonded or stayed within thirty (30) days from the entry thereof or (ii) with respect to any such judgments, orders or decrees for which enforcement has been stayed, there shall be any period of thirty (30) consecutive days during which a stay of enforcement of all such judgments, orders or decrees, by reason of a pending appeal or otherwise, shall not be in effect; or

(k) NiSource's Debt Rating shall be (i) withdrawn by either S&P or Moody's or (ii) below either (x) BB- by S&P or (y) Ba3 by Moody's;

then, and in any such event, the Purchaser may, by notice to the Seller, declare the Termination Date to have occurred (in which case the Termination Date shall be deemed to have occurred); provided that, automatically upon the occurrence of any event (without any requirement for the giving of notice) described in subsection (f) of this Section 7.01, the Termination Date shall occur, the Seller (if it is then serving as the Servicer) shall cease to be the Servicer, and the Administrative Agent or its designee shall become the Servicer. Upon any such declaration or designation or upon such automatic termination, the Purchaser shall have, in addition to the rights and remedies under this Agreement, all other rights and remedies with respect to the Receivables provided after default under the UCC and under other applicable law, which rights and remedies shall be cumulative.

ARTICLE VIII. INDEMNIFICATION

SECTION 8.01. Indemnities by the Seller. Without limiting any other rights that the Purchaser and its assigns (including without limitation, the Administrative Agent, the Managing Agents, each "Purchaser" under the Purchase Agreement, each Affected Person and their respective Affiliates, officers, directors, agents and employees) (each, an "Indemnified Party") may have hereunder or under applicable law, the Seller hereby agrees to indemnify each Indemnified Party from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) (all of the foregoing being collectively referred to as "Indemnified Amounts") arising out of or resulting from this Agreement or any other Transaction Document or the acquisition by the Purchaser of any Receivable excluding, however, Indemnified Amounts to the extent the same includes losses in respect of Receivables that are uncollectible on account of the insolvency, bankruptcy or lack of creditworthiness of the related Obligor. Without limiting the generality of the foregoing indemnification, the Seller shall indemnify each Indemnified Party for all Indemnified Amounts resulting from any of the following:

(i) the failure of any Transferred Receivable included as an Eligible Receivable in the calculation of the Net Receivables Pool Balance on any Monthly Report, Daily Report or other report delivered by any Transaction Party to any Indemnified Party to satisfy the requirements of eligibility contained in the definition of "Eligible Receivable" as of the date of the information reported in such Monthly Report, Daily Report or other report;

(ii) any representation or warranty or statement made or deemed made by any Transaction Party (or any of their respective officers) under or in connection with this Agreement or any of the other Transaction Documents which shall have been incorrect in any respect when made;

(iii) the failure by any Transaction Party to comply with any applicable law, rule or regulation with respect to any Receivable or the related Contract; or the failure of any Receivable or the related Contract to conform to any such applicable law, rule or regulation;

(iv) the failure to vest in the Purchaser (a) absolute ownership of each Transferred Receivable and the Related Security and Collections in respect thereof, and (b) a first priority perfected security interest in all of the property described in Section 2.07, in each case free and clear of any Adverse Claim (other than any Adverse Claim arising solely as the result of any action taken by the Purchaser);

(v) the failure to have filed, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other applicable laws with respect to any Receivables and the Related Security and Collections in respect thereof, whether at the time of any Purchase or contribution or at any subsequent time;

(vi) any dispute, claim or defense (other than discharge in bankruptcy) of an Obligor to the payment of any Receivable (including, without limitation, a defense based on such Receivable or the related Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from the sale of the merchandise, goods or services related to such Receivable or the furnishing or failure to furnish such merchandise, goods or services or relating to collection activities with respect to such Receivable;

(vii) any failure of any Transaction Party to perform its duties or obligations in accordance with the provisions hereof and each other Transaction Document or to perform its duties or obligations under the Contracts or to timely and fully comply in all respects with the Seller's Credit and Collection Policy in regard to each Receivable and the related Contract;

(viii) any products liability, environmental or other claim arising out of or in connection with merchandise, goods or services which are the subject of any Contract issued by the Seller or any Contract related thereto;

(ix) the commingling of Collections of Transferred Receivables at any time with other funds;

(x) any investigation, litigation or proceeding (actual or threatened) related to this Agreement or any other Transaction Document or the use of proceeds of purchases or the ownership of Transferred Receivables or in respect of any Receivable or Related Security or Contract;

(xi) any failure of any Transaction Party to comply with its covenants contained in this Agreement or any other Transaction Document;

(xii) any setoff with respect to any Receivable;

(xiii) any claim brought by any Person other than an Indemnified Party arising from any activity by the Seller or any Affiliate of the Seller in servicing, administering or collecting any Receivable; or

(xiv) the failure by any Transaction Party to pay when due any taxes, including, without limitation, sales, excise or personal property taxes.

Notwithstanding anything to the contrary in this Agreement, solely for purposes of the Seller's indemnification obligations in this Article VIII, any representation, warranty or covenant qualified by the occurrence or non-occurrence of a Material Adverse Effect or similar concepts of materiality shall be deemed to be not so qualified.

ARTICLE IX. MISCELLANEOUS

SECTION 9.01. Amendments, Etc. No amendment or waiver of any provision of this Agreement or consent to any departure by the Seller therefrom shall be effective unless in a writing signed by the Purchaser and (so long as the Purchase Agreement is in effect) the Administrative Agent and the Required Managing Agents (and, in the case of any amendment, also signed by the Seller), and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Purchaser to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

SECTION 9.02. Notices, Etc. All notices and other communications hereunder shall, unless otherwise stated herein, be in writing (which shall include facsimile communication) and be faxed or delivered, to each party hereto, at its address set forth under its name on the signature pages hereof or at such other address as shall be designated by such party in a written notice to the other parties hereto. Notices and communications by facsimile shall be effective when sent (and shall be followed by hard copy sent by regular mail), and notices and communications sent by other means shall be effective when received.

SECTION 9.03. Binding Effect; Assignability; Survival of Termination. (a) This Agreement shall be binding upon and inure to the benefit of the Seller, the Purchaser and their respective successors and assigns (including any trustee in bankruptcy); provided, however,

that the Seller may not assign its rights or obligations hereunder or any interest herein without the prior written consent of the Purchaser. The Purchaser may assign all or any part of its rights and obligations hereunder without the consent of the Seller. In connection with any sale or assignment by the Purchaser of all or a portion of the Transferred Receivables, the buyer or assignee, as the case may be, shall, to the extent of its purchase or assignment, have all rights of the Purchaser under this Agreement (as if such buyer or assignee, as the case may be, were the Purchaser hereunder) subject to the terms of the agreement between the Purchaser and such buyer or assignee, as the case may be.

(b) This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms, and shall remain in full force and effect until such time, after the Termination Date, when all of the Transferred Receivables are either collected in full or become Defaulted Receivables; provided, however, that rights and remedies with respect to any breach of any representation and warranty made by the Seller pursuant to Article IV (including, without limitation, those representations and warranties set forth on Annex A) and the provisions of Article VIII and Sections 9.04, 9.05 and 9.06 shall be continuing and shall survive any termination of this Agreement.

SECTION 9.04. Costs, Expenses and Taxes. (a) In addition to the rights of indemnification granted to the Purchaser pursuant to Article VIII hereof, the Seller agrees to pay on demand all reasonable costs and expenses in connection with the preparation, execution and delivery of this Agreement and the other documents and agreements to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Purchaser with respect thereto and with respect to advising the Purchaser as to its rights and remedies under this Agreement, and the Seller agrees to pay all costs and expenses, if any (including reasonable counsel fees and expenses), in connection with the enforcement of this Agreement and the other documents to be delivered hereunder.

(b) In addition, the Seller agrees to pay any and all stamp and other taxes and fees payable in connection with the execution, delivery, filing and recording of this Agreement or the other documents or agreements to be delivered hereunder, and the Seller agrees to save each Indemnified Party harmless from and against any liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees.

SECTION 9.05. No Proceedings. (a) The Seller hereby agrees that it will not institute against the Purchaser any proceeding of the type referred to in Section 7.01(f) so long as there shall not have elapsed one year plus one day since the later of (i) the Termination Date and (ii) the date on which all of the Transferred Receivables are either collected in full or are written off in accordance with the applicable Credit and Collection Policy.

(b) The Seller and the Purchaser each hereby agrees that it will not institute against any Conduit Purchaser (under and as defined in the Purchase Agreement) any proceeding of the type referred to in Section 7.01(f) so long as there shall not have elapsed one year plus one day since the payment in full of all outstanding senior Debt of such Conduit Purchaser.

SECTION 9.06. Confidentiality. Each party hereto agrees to maintain the confidentiality of this Agreement in communications with third parties and otherwise; provided

that this Agreement may be disclosed to (i) any Person party to the Purchase Agreement, (ii) such party's legal counsel and auditors and the Purchaser's assignees, if they agree in each case to hold it confidential and (iii) to the extent required by applicable law or regulation or by any court, regulatory body or agency having jurisdiction over such party.

SECTION 9.07. GOVERNING LAW. **THIS AGREEMENT SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION, EXCEPT TO THE EXTENT THAT, PURSUANT TO THE UCC OF THE STATE OF NEW YORK, THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE PURCHASER'S OWNERSHIP OF OR SECURITY INTEREST IN THE RECEIVABLES OR OTHER ASSETS ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

SECTION 9.08. Third Party Beneficiary. Each of the parties hereto hereby acknowledges that the Purchaser may assign all or any portion of its rights under this Agreement and that such assignees may (except as otherwise agreed to by such assignees) further assign their rights under this Agreement, and the Seller hereby consents to any such assignments. All such assignees, including parties to the Purchase Agreement in the case of assignment to such parties, shall be third party beneficiaries of, and shall be entitled to enforce the Purchaser's rights and remedies under, this Agreement to the same extent as if they were parties thereto, subject to the terms of their agreement with the Purchaser.

SECTION 9.09. Subordination. (a) The Seller agrees that any indebtedness, obligation or claim it may from time to time hold or otherwise have (including, without limitation, any obligation or claim in respect of the Deferred Purchase Price) against the Purchaser or any assets or properties of the Purchaser, whether arising hereunder or otherwise existing, shall be subordinate in right of payment to the prior payment in full of all Senior Obligations; provided, however, that so long as no "Event of Termination" (as defined in the Purchase Agreement) has occurred and is continuing, Seller may accept payments of any such obligations. In addition, the Seller acknowledges the subordination provisions set forth in the promissory note evidencing the Deferred Purchase Price (the "Deferred Purchase Price Note"), the form of which is attached hereto as Exhibit B, and agrees to be bound thereby. The subordination provisions contained herein and in such promissory note are for the direct benefit of, and may be enforced by, each of the Persons to whom Senior Obligations are owed.

(b) Except as otherwise provided herein, the obligations and liabilities of the Seller under this Agreement and the other Transaction Documents (collectively, the "Seller Obligations") shall not be subject to deduction of any kind or type, except by payment in full of the amount thereof in accordance with the terms thereof. The Seller hereby waives any right it may now or at any time hereafter have to set-off against any Seller Obligation any obligation or liability from time to time owing by the Purchaser to the Seller except as expressly set forth herein.

SECTION 9.10. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

SECTION 9.11. Integration. This Agreement and the other Transaction Documents executed by the parties hereto on the date hereof contain the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 9.12. Consent to Jurisdiction. (a) Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of any New York State or Federal court sitting in New York City in any action or proceeding arising out of or relating to this Agreement, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. The parties hereto hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the Seller and the Purchaser consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in Section 9.02. Nothing in this Section 9.12 shall affect the right of any other Transaction Party to serve legal process in any manner permitted by law.

SECTION 9.13. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO , OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

SELLER AND SERVICER:

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name: Vincent V. Rea
Title: Assistant Treasurer

200 Civic Center Drive
Columbus, Ohio 43215
Attention: Assistant Treasurer
Facsimile: (219) 647-6116

PURCHASER:

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: _____
Name: David J. Vajda
Title: Vice President, Treasurer and Chief Risk Officer

200 Civic Center Drive
Columbus, Ohio 43215
Attention: Assistant Treasurer
Facsimile: (219) 647-6116

EXHIBIT A

LOCK-BOXES AND BLOCKED ACCOUNTS

Bank	Deposit Account and Related Lock-Box
U.S. Bank National Association	Account: 130110616229 Lock-Box: 742537 Address: PO Box 742537, Cincinnati, Ohio 45274-2537
JP Morgan Chase Bank, N.A.	4352476 .
PNC Bank, National Association	1010935277

EXHIBIT B

FORM OF DEFERRED PURCHASE PRICE NOTE

New York, New York
March 15, 2010

FOR VALUE RECEIVED, COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation (the "Purchaser"), hereby promises to pay to Columbia Gas of Pennsylvania, Inc. (the "Seller") the principal amount of this Note, determined as described below, together with interest thereon at a rate per annum of 2.85% (or such other rate as Seller and Purchaser may from time to time agree to in writing), in each case in lawful money of the United States of America. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Receivables Sale Agreement dated as of March 15, 2010 between the Seller and the Purchaser (such agreement, as it may from time to time be amended, restated or otherwise modified in accordance with its terms, the "Sale Agreement"). This Note is the note referred to in the definition of "Deferred Purchase Price" in the Sale Agreement.

The aggregate principal amount of this Note at any time shall be equal to the difference between (a) the sum of the aggregate principal amount of this Note on the date of the issuance hereof and each addition to the principal amount of this Note pursuant to the terms of Section 2.02 of the Sale Agreement minus (b) the aggregate amount of all payments made in respect of the principal amount of this Note, in each case, as recorded on the schedule annexed to and constituting a part of this Note, but failure to so record shall not affect the obligations of the Purchaser to the Seller.

The entire principal amount of this Note shall be due and payable one year and one day after the Termination Date or such later date as may be agreed in writing by the Seller and the Purchaser. The principal amount of this Note may, at the option of the Purchaser, be prepaid in whole at any time or in part from time to time. Interest on this Note shall be paid in arrears on each Settlement Date, at maturity and thereafter on demand. All payments hereunder shall be made by wire transfer of immediately available funds to such account of the Seller as the Seller may designate in writing.

Notwithstanding any other provisions contained in this Note, in no event shall the rate of interest payable by the Purchaser under this Note exceed the highest rate of interest permissible under applicable law.

The obligations of the Purchaser under this Deferred Purchase Price Note are subordinated in right of payment, to the prior payment in full of all Senior Obligations.

Notwithstanding any provision to the contrary in this Deferred Purchase Price Note or elsewhere, other than with respect to payments specifically permitted by Section 2.03(c) of the Sale Agreement, no demand for any payment may be made hereunder, no payment shall be due with respect hereto and the Seller shall have no claim for any payment hereunder prior to

the occurrence of the Termination Date and then only on the date, if ever, when all Senior Obligations shall have been paid in full.

In the event that, notwithstanding the foregoing provision limiting such payment, the Seller shall receive any payment or distribution on this Deferred Purchase Price Note which is not specifically permitted by Section 2.03(c) of the Sale Agreement, such payment shall be received and held in trust by the Seller for the benefit of the entities to whom the Senior Obligations are owed under the Purchase Agreement and shall be promptly paid over to such entities.

The Purchaser hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever.

Neither this Note, nor any right of the Seller to receive payments hereunder, shall, without the prior written consent of the Purchaser and (so long as the Purchase Agreement remains in effect or any amounts remain outstanding thereunder) the Agent under the Purchase Agreement, be assigned, transferred, exchanged, pledged, hypothecated, participated or otherwise conveyed.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By: _____
Name: David J. Vajda
Title: Vice President, Treasurer and Chief Risk Officer

SCHEDULE TO DEFERRED PURCHASE PRICE NOTE

Date	Addition to Principal Amount	Amount of Principal Paid or Prepaid	Unpaid Principal Balance	Notation Made By

EXHIBIT C

TRADE NAMES AND FORMER NAMES

Trade Names

Columbia Gas

Former Names

None

ANNEX A

Additional Representations and Warranties of the Seller

1. This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in the Receivables, the Related Security and Collections with respect thereto and the Blocked Accounts and Lock-Boxes in favor of the Purchaser (and its assigns), which security interest is prior to all other Adverse Claims other than Permitted Liens, and is enforceable as such against the creditors of and purchasers from the Seller.

2. The Receivables constitute "accounts" within the meaning of the applicable UCC.

3. The Seller owns and has good title to the Receivables, the Related Security and Collections with respect thereto and the Blocked Accounts and Lock-Boxes, free and clear of any Adverse Claim, claim or encumbrance of any Person other than Permitted Liens.

4. The Seller has caused or will have caused, within ten (10) days, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Receivables, the Related Security and Collections with respect thereto (except with respect to Choice Marketer Receivables which are not Eligible Receivables, solely with respect to filings perfecting the transfer of such Receivables from the related Choice Marketer to the Seller) and the Blocked Accounts and Lock-Boxes granted to the Purchaser (and its assigns), hereunder.

5. Other than the security interest granted to the Purchaser (and its assigns) pursuant to this Agreement, the Seller has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Receivables, the Related Security and Collections with respect thereto or the Blocked Accounts and Lock-Boxes. The Seller has not authorized the filing of and is not aware of any financing statements against the Seller that include a description of collateral covering the Receivables, the Related Security and Collections with respect thereto or the Blocked Accounts and Lock-Boxes other than any financing statement relating to the security interest granted to the Purchaser (and its assigns) hereunder or that has been terminated. The Seller is not aware of any judgment or tax lien filings against the Seller.

Execution Version

RECEIVABLES PURCHASE AGREEMENT

Dated as of March 15, 2010

among

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION,
as the Seller,

THE ENTITIES PARTY HERETO FROM TIME TO TIME AS CONDUIT PURCHASERS,

THE ENTITIES PARTY HERETO FROM TIME TO TIME AS BANK PURCHASERS,

THE ENTITIES PARTY HERETO FROM TIME TO TIME AS MANAGING AGENTS,

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH,
as the Administrative Agent,

and

COLUMBIA GAS OF PENNSYLVANIA, INC.,
as the Servicer

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ANNEX J	-	Miscellaneous Receivables

RECEIVABLES PURCHASE AGREEMENT

Dated as of March 15, 2010

THIS RECEIVABLES PURCHASE AGREEMENT (this "Agreement") is entered into as of March 15, 2010 by and among COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Seller, THE ENTITIES FROM TIME TO TIME PARTY HERETO AS CONDUIT PURCHASERS, THE ENTITIES FROM TIME TO TIME PARTY HERETO AS BANK PURCHASERS, THE ENTITIES FROM TIME TO TIME PARTY HERETO AS MANAGING AGENTS (each a "Managing Agent" and collectively, the "Managing Agents"), THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH ("BTMU"), as Administrative Agent, and COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Servicer.

PRELIMINARY STATEMENTS

The Seller has acquired, and may continue to acquire, Receivables from the Originator, either by purchase or by contribution to the capital of the Seller. The Seller is prepared to sell undivided fractional ownership interests (referred to herein as "Receivable Interests") in the Receivables.

Each Conduit Purchaser may, in its sole discretion, purchase such Receivable Interests, and each Bank Purchaser has agreed to purchase such Receivable Interests, in each case on the terms and conditions set forth herein.

Each Managing Agent has been requested and is willing to act as Managing Agent on behalf of the Conduit Purchasers and the Bank Purchasers in its Purchaser Group in accordance with the terms hereof.

Accordingly, the parties agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Accounting Based Consolidation Event" means the consolidation, for financial and/or regulatory accounting purposes, of all or any portion of the assets and liabilities of any Conduit Purchaser that are the subject of this Agreement or any other Transaction Document with all or any portion of the assets and liabilities of the Bank Purchaser or Managing Agent of such Conduit Lender's Purchaser Group or the Administrative Agent or any of their affiliates as the result of the existence of, or occurrence of any change in, accounting standards or the issuance of any pronouncement, interpretation or release (including, without limitation, the Financial Accounting Standards Board Interpretation No. 46(R) and Financial Accounting Standard No. 160), by any accounting body or any other body charged with the promulgation or

administration of accounting standards, including, without limitation, the Financial Accounting Standards Board, the International Accounting Standards Board, the American Institute of Certified Public Accountants, the Federal Reserve Board of Governors and the Securities and Exchange Commission, and shall occur as of the date that such consolidation (i) shall have occurred with respect to the financial statements of such Managing Agent, such Bank Purchaser or the Administrative Agent or any of their affiliates, as applicable, or (ii) shall have been required to have occurred, regardless of whether such financial statements were prepared as of such date.

"Adjusted Eurodollar Rate" means, with respect to any Eurodollar Tranche for any Settlement Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the Eurodollar Rate for such Settlement Period multiplied by (b) a fraction equal to one divided by one minus the Eurodollar Rate Reserve Percentage.

"Administrative Agent" means The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, in its capacity as contractual representative for the Conduit Purchasers and the Bank Purchasers hereunder, and any successor thereto in such capacity appointed pursuant to Article VIII.

"Adverse Claim" means a lien, security interest or other charge or encumbrance, or other right or claim in, of or on any asset or property of a Person in favor of another Person.

"Affected Person" has the meaning specified in Section 2.08.

"Affiliate" means, for any Person, any other Person which (i) is a Subsidiary of such Person or (ii) directly or indirectly, is in control of, is controlled by, or is under common control with such Person. For purposes of this definition, "control" means the power, directly or indirectly, to cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Aggregate Capital" means, on any date of determination, the aggregate amount of Capital of all Receivable Interests outstanding on such date.

"Applicable Margin" means, on any date, a percentage rate per annum equal to 2.50%.

"Assignee Rate" means, for any Settlement Period for any Receivable Interest, an interest rate per annum equal to the sum of the Applicable Margin plus the Adjusted Eurodollar Rate for such Settlement Period; provided, however, that in case of:

(i) any Settlement Period on or prior to the first day of which any Managing Agent shall have notified the Administrative Agent that the introduction of or any change in, or in the interpretation of, any law or regulation makes it unlawful, or any central bank or other governmental authority asserts that it is unlawful, for any Purchaser in such Managing Agent's Purchaser Group to fund such Receivable Interest at the Assignee Rate set forth above (and such Managing Agent shall not have subsequently notified the Administrative Agent that such circumstances no longer exist);

(ii) any Settlement Period of less than one month;

(iii) if a Eurodollar Unavailability Condition shall exist or if notice is insufficient for funding at the Adjusted Eurodollar Rate;

(iv) for the first three (3) Business Days of any Settlement Period as to which the Administrative Agent receives notice from any Managing Agent, after 12:00 noon (New York City time) on the third (3rd) Business Day preceding the first day of a Settlement Period, that the related Receivable Interest will not be funded by the issuance of commercial paper by any Conduit Lender in such Managing Agent's Purchaser Group;

(iv) any Settlement Period for a Receivable Interest the Capital of which allocated the Purchasers is less than $500,000; or

(v) any Settlement Period for which the Seller chooses the Base Rate as the Assignee Rate by written notice to the Administrative Agent;

the Assignee Rate for such Settlement Period for the affected Purchasers shall be an interest rate per annum equal to the Base Rate in effect from time to time during such Settlement Period; and provided, further, that if the purchase of such Receivable Interest has been funded by a Conduit Support Provider, such Receivable Interest shall be funded using the Eurodollar Rate, or, in the event a Eurodollar Unavailability Condition has occurred and is continuing, the Base Rate, in each case for such Conduit Support Provider set forth in the applicable Liquidity Asset Purchase Agreement; and provided further, that at all times following the occurrence and during the continuation of an Event of Termination, the Assignee Rate shall be an interest rate per annum equal to the Base Rate in effect from time to time plus 2.50%.

"Assignment and Acceptance" means an assignment and acceptance agreement entered into by a Managing Agent, a Bank Purchaser, an Eligible Assignee and the Administrative Agent, pursuant to which such Eligible Assignee may become a party to this Agreement, in substantially the form of Annex A hereto.

"Balanced Payment Plan" means a balanced or levelized payment plan of the Originator made available to an Obligor.

"Bank Purchaser" means, as to any Purchaser Group, each of the Persons listed on Schedule 1 hereto as a "Bank Purchaser" for such Purchaser Group, or in any Assignment and Acceptance or Joinder Agreement as a "Bank Purchaser" for the applicable Purchaser Group, together with its respective successors and permitted assigns.

"Base Rate" means, for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% and (c) the Adjusted Eurodollar Rate for a one-month Settlement Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 2.50%; provided that, for the avoidance of doubt, the Adjusted Eurodollar Rate for any day shall be based on the rate appearing on the Reuters Screen LIBOR01 Page (or comparable replacement page) at approximately 11:00 a.m. London time on

such day. For purposes hereof, "Prime Rate" means the rate of interest per annum publicly announced from time to time by the Administrative Agent as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective on the date such change is publicly announced as effective; and "Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/16 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/16 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it. If for any reason the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms thereof, the Base Rate shall be the Prime Rate until the circumstances giving rise to such inability no longer exist. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Eurodollar Rate shall be effective on the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Eurodollar Rate, respectively.

"Blocked Account" means an account maintained at a bank for the purpose of receiving Collections, with respect to which account a Blocked Account Agreement has been executed.

"Blocked Account Agreement" means an agreement, in substantially the form of Annex B (or in such other form as may be approved in writing by the Administrative Agent) duly executed by the Seller, the Originator, the Administrative Agent and a Blocked Account Bank.

"Blocked Account Bank" means any bank at which a Blocked Account is maintained.

"Broken Funding Costs" means for any Purchaser and any Receivable Interest which (i) is terminated or has its Capital reduced for any reason (x) on a Settlement Date, if the applicable Managing Agent shall have received less than three (3) Business Days' notice of such reduction or (y) on any day other than a Settlement Date, (ii) in the case of a Conduit Purchaser, assigns all or any portion of its Capital to a Conduit Support Provider prior to the Termination Date or, (iii) in the case of a Match Funded Conduit Purchaser, is terminated or has its Capital reduced for any reason prior to the date on which the related CP Tranche Period or Eurodollar Tranche Period, as applicable, was originally scheduled to end, an amount equal to the excess, if any, of (A) the Yield that would have accrued during the remainder of the Settlement Period (or, in the case of clause (iii) above, the CP Tranche Period or Eurodollar Tranche Period, as applicable) during which such reduction, assignment or termination occurs for commercial paper determined by the applicable Managing Agent to relate to such Capital, over (B) the sum of (x) to the extent all or a portion of such Capital is allocated to another Receivable Interest, the amount of Yield actually accrued during the remainder of such period on such Capital for the new Receivable Interest, and (y) to the extent such Capital is not allocated to another Receivable

Interest, the income, if any, actually received during the remainder of such period by such Purchaser from investing the portion of such Capital not so allocated. In the event that the amount referred to in clause (B) exceeds the amount referred to in clause (A), the relevant Purchaser or Purchasers agree to pay to the Seller the amount of such excess. For any Purchaser and any Receivable Interest which fails to become subject to a reduction on the day specified in any notice of reduction delivered by the Seller or Servicer, "Broken Funding Costs" means all increased losses, costs and expenses incurred by such Purchaser as a result of such failure. All Broken Funding Costs shall be due and payable hereunder upon presentation of a certificate of the applicable Purchaser to the Seller setting forth a calculation of such Broken Funding Costs in reasonable detail. Any such certificate shall be conclusive evidence of the amount of any such Broken Funding Costs, absent manifest error.

"BTMU" has the meaning specified in the preamble hereto.

"Business Day" means any day on which (i) banks are not authorized or required to close in New York City, New York and (ii) if this definition of "Business Day" is utilized in connection with the Eurodollar Rate, dealings are carried out in the London interbank market.

"Capital" means, with respect to any Receivable Interest, the original amount paid to the Seller for such Receivable Interest at the time of its purchase by a Purchaser pursuant to this Agreement, as such amount may be divided or combined in accordance with Section 2.07, in each case as reduced from time to time by Collections received by such Purchaser from distributions made pursuant to Section 2.04 on account of such Capital held by such Purchaser; provided that if such Capital shall have been reduced by any distribution and thereafter all or a portion of such distribution is rescinded or must otherwise be returned for any reason, such Capital shall be increased by the amount of such rescinded or returned distribution, as though it had not been received by such Purchaser.

"Choice Marketer" means a Person registered and in good standing as a marketer under the Originator's "Choice Service" program with the Pennsylvania Public Utility Commission under the laws of the State of Pennsylvania.

"Choice Marketer Purchase Agreement" means an accounts receivable purchase agreement between the Originator and a Choice Marketer in substantially the form of Annex I-1 (or such other form of agreement reasonably satisfactory to the Administrative Agent).

"Choice Marketer Receivable" means a Receivable for gas commodity which was purchased by the Originator from a Choice Marketer.

"Choice Marketer Security Agreement" means an acknowledgement and security agreement between the Originator and a Choice Marketer in substantially the form of Annex I-2 (or such other form of agreement reasonably satisfactory to the Administrative Agent).

"Collections" means, with respect to any Receivable, all cash collections and other cash proceeds of such Receivable, including, without limitation, all cash proceeds of Related Security with respect to such Receivable, and any collection of such Receivable deemed to have been received pursuant to Section 2.04(d), but excluding amounts received from any

Obligor under a Balanced Payment Plan to the extent constituting a prepayment for goods or services not yet provided to such Obligor.

"Columbia Gas of Pennsylvania" means Columbia Gas of Pennsylvania, Inc., a Pennsylvania corporation.

"Commitment" means, for each Bank Purchaser, the commitment of such Bank Purchaser to purchase Receivable Interests from Seller, in an amount not to exceed in the aggregate the amount set forth opposite such Bank Purchaser's name under the Commitment column on Schedule I to this Agreement or for any Bank Purchaser party hereto pursuant to a Joinder Agreement or Assignment and Acceptance, the amount set forth therein as such Bank Purchaser's Commitment, in each case, as such amount may be reduced (or terminated) pursuant to the terms of this Agreement. Any reduction (or termination) of the Program Limit pursuant to the terms of this Agreement below the amount of the aggregate Commitment of all Bank Purchasers shall reduce (or terminate) each Bank Purchaser's Commitment ratably in accordance with their respective Commitments.

"Commitment Fee" has the meaning set forth in the Fee Letter.

"Concentration Limit" means, for any Obligor on any date, either (i) the highest Concentration Percentage set forth below based on the Short-Term Debt Ratings of such Obligor on such date; provided, that no Concentration Percentage may exceed 10.0% without the prior written consent of the Managing Agents and the Administrative Agent or (ii) such higher percentage (a "Special Concentration Percentage"), if any, as is otherwise agreed to by the Seller, the Managing Agents and the Administrative Agent and designated by the Administrative Agent in a writing delivered to the Seller, in each case multiplied by the aggregate Outstanding Balance of all Eligible Receivables on such date; provided, that in the case of an Obligor and its Affiliates, the Concentration Limit shall be calculated as if such Obligor and such Affiliates were a single Obligor; provided, further, that each applicable Managing Agent shall have received written confirmation from each of S&P and Moody's that the ratings of the commercial paper notes issued by any Conduit Purchaser in its Purchaser Group would not, as a result of any Special Concentration Percentage, be reduced or withdrawn; and provided further, that any Managing Agent may reduce or cancel any Special Concentration Percentage with respect to any Obligor upon three (3) Business Days' notice to the Seller.

Short-Term Debt Ratings	Concentration Percentage
At least A-1+ by S&P and at least P-1 by Moody's	15.0%
At least A-1 by S&P and at least P-1 by Moody's	10.0%
At least A-2 by S&P and at least P-2 by Moody's	5.0%
At least A-3 by S&P and at least P-3 by Moody's	3.0%

Any other Short-Term Debt Rating or Unrated by either S&P or Moody's	2.0%

"Conduit Purchaser" means, as to any Purchaser Group, each of the Persons listed on Schedule I hereto as a "Conduit Purchaser" for such Purchaser Group, or in any Assignment and Acceptance or Joinder Agreement as a "Conduit Purchaser" for the applicable Purchaser Group, together with its respective successors and permitted assigns.

"Conduit Support Provider" means, any Person now or hereafter extending credit, or having a commitment to extend credit to or for the account of, or to make purchases from, any Conduit Purchaser or issuing a letter of credit, surety bond or other instrument to support any obligations arising under or in connection with such Conduit Purchaser's securitization program.

"Consolidated Subsidiary" means at any date, any Subsidiary the accounts of which are consolidated with those of NiSource in its consolidated financial statements as of such date.

"Contract" means (x) each of the tariffs and (y) each "Base Contract for Sale and Purchase of Natural Gas," in substantially the form published by the North American Energy Standards Board, Inc., and any related confirmations, in each case, pursuant to which the Originator shall provide natural gas, natural gas power or natural gas transport services or other energy products, merchandise, goods or services to customers from time to time and pursuant to which rates payable by such Customers are set, in one of the forms set forth in Annex C.

"CP Rate" means, with respect to any Conduit Purchaser:

(i) with respect to any Match Funded Conduit Purchaser and a CP Tranche, a rate of interest equal to the per annum rate (expressed as a percentage and converted (as necessary) to an annual yield equivalent rate calculated on the basis of a 360-day year) or, if more than one rate, the weighted average thereof, paid or payable by such Match Funded Conduit Purchaser from time to time as interest on or otherwise in respect of the commercial paper issued by such Match Funded Conduit Purchaser to fund such CP Tranche during the related CP Tranche Period plus the amount of any issuing and paying agent fees and any placement agent or commercial paper agent fees and commissions; and

(ii) with respect to any Pool Funded Conduit Purchaser on any day, the per annum rate equivalent to the "weighted average cost" (as defined below) related to its commercial paper outstanding on such day that is allocated, in whole or in part, to fund or maintain its Receivable Interests on such day; converted (as necessary) to an annual yield equivalent rate calculated on the basis of a 360-day year; provided, that to the extent that all or any portion of Capital of such Pool Funded Conduit Purchaser is funded by a specific issuance of such Pool Funded Conduit Purchaser's commercial paper, the "CP Rate" shall equal the per annum rate equivalent to the "weighted average cost" applicable to such issuance on such day. As used in this definition, "weighted average cost" shall

consist of (x) the weighted average of actual interest (or discount) paid or payable to purchasers of such Pool Funded Conduit Purchaser's commercial paper, (y) the commissions of placement agents and dealers, and issuing and paying agent fees incurred with respect to such Pool Funded Conduit Purchaser's commercial paper, to the extent such commissions and fees are allocable, in whole or in part, to the funding of such Pool Funded Conduit Purchaser's Percentage of the Receivable Interest on such day and (z) borrowings to fund small or odd dollar amounts that are not easily accommodated in the commercial paper market and that are allocable, in whole or in part, to the funding of such Pool Funded Conduit Purchaser's Percentage of the Receivable Interest on such day.

"CP Tranche" means, with respect to a Match Funded Conduit Purchaser, a Tranche for which Yield is calculated by reference to the Investor Rate based on the CP Rate.

"CP Tranche Period" means, with respect to each Match Funded Conduit Purchaser and a CP Tranche, a period selected by the Managing Agent of such Purchaser's Purchaser Group. If such CP Tranche Period would end on a day which is not a Business Day, such CP Tranche Period shall end on the next succeeding Business Day.

"Credit and Collection Policy" means those receivables credit and collection policies and practices of the Originator in effect on the date of this Agreement and described in Annex D hereto, as modified in compliance with this Agreement.

"Customer Deposits" means any cash (including accrued interest thereon, if any) held by the Originator, Seller or Servicer for the account of an Obligor as security for, or for application to, the payment of the Receivables of such Obligor.

"Daily Report" means a report in substantially the form of, and containing the information described in, Annex E-2, duly completed and furnished by the Servicer to the Administrative Agent and each Managing Agent pursuant to Section 6.02(h).

"Debt" means, as to any Person, at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, (iv) all obligations of such Person as lessee under capital leases, (v) all Debt of others secured by an Adverse Claim on any asset of such Person, whether or not such Debt is assumed by such Person, (vi) all Debt of others Guaranteed by such Person and (vii) all obligations of such Person in respect of unfunded vested benefits under plans covered by Title IV of ERISA.

"Debt Rating" means, for any Person, the rating by S&P or Moody's of such Person's long-term public senior unsecured non-credit-enhanced debt; provided, however, that in the case of NiSource, if such debt of NiSource is unrated by Moody's, such Moody's rating shall mean the rating by Moody's of the long-term public senior non-credit-enhanced debt of NiSource Finance Corporation (if then rated by Moody's).

"Default Ratio" means, as of any date, a ratio (expressed as a percentage) determined as of the last day of each calendar month by dividing (i) the sum, without duplication, of (a) the aggregate Outstanding Balance of all Receivables that remained unpaid at

least 91 days, but not greater than 120 days from their respective original due dates as of the most recently ended calendar month, plus (b) the aggregate Outstanding Balance of all Receivables that were (or should have been in accordance with the Credit and Collection Policy) written off during such calendar month by (ii) the aggregate Original Balance of all Receivables generated during the fourth calendar month prior to the most recently ended calendar month.

"Defaulted Receivable" means any Receivable, without duplication, (i) as to which any payment, or part thereof, remains unpaid for 120 or more days from the original invoice date thereof, (ii) with respect to which the related Obligor is subject to any event of the type described in Section 7.01(f) or (iii) which consistent with the Credit and Collection Policy, has been written off the Seller's books as uncollectible.

"Defaulting Purchaser" means any Bank Purchaser that has failed to fund any purchase of Receivable Interest required to be funded by it hereunder within one (1) Business Day of the date required to be funded by it hereunder and such failure remains unremedied.

"Deferred Purchase Price" has the meaning specified in the Sale Agreement.

"Deposit Date" means each day on which any Collections are deposited in any of the Blocked Accounts or on which any Transaction Party shall receive Collections of Pool Receivables.

"Designated Obligor" means, at any time, any Obligor of any Receivable, unless the Administrative Agent has provided the Seller with five (5) Business Days' prior notice that such Obligor shall not be considered a Designated Obligor.

"Diluted Receivable" means that portion of any Receivable which is either (a) reduced or canceled as a result of (i) any failure by any Transaction Party to provide any services or otherwise to perform under any related Contract, order or invoice, (ii) any change in the terms of, or cancellation of, a Contract or invoice or any cash discount, discount for quick payment or other adjustment by any Transaction Party which reduces the amount payable by the Obligor on the related Receivable, other than solely as a result of the insolvency, bankruptcy or lack of creditworthiness of the related Obligor, or (iii) any set-off by an Obligor in respect of any claim by such Obligor (whether such claim arises out of the same or a related transaction or an unrelated transaction), (b) subject to any specific offset, counterclaim or defense whatsoever (except the discharge in bankruptcy of the Obligor thereof) or (c) not collected due to the failure of any Sub-Agent to remit to the applicable Lock-Box or Blocked Account any Collections in respect of such Receivable.

"Dilution Horizon Ratio" means, as of any date a ratio (expressed as a percentage), computed as of the last day of each calendar month by dividing (i) the sum of the aggregate Original Balance of all Receivables generated during the two (2) most recently ended calendar months by (ii) the Net Receivables Pool Balance as of the last day of the most recently ended calendar month.

"Dilution Ratio" means the ratio (expressed as a percentage) computed as of the last day of each calendar month by dividing (i) (x) the aggregate Outstanding Balance of all Pool Receivables that became Diluted Receivables during such month less (y) the amount of the Over-

Collection Refunds issued in such calendar month, if any, by (ii) the aggregate Original Balance of all Pool Receivables generated during the second (2nd) calendar month immediately preceding such calendar month.

"Dilution Reserve Percentage" means, at any time, the product of (a) the sum of (x) the product of (i) the Stress Factor and (ii) the average of the Dilution Ratios calculated for the twelve calendar month period then most recently ended and (y) the Dilution Volatility Ratio and (b) the Dilution Horizon Ratio.

"Dilution Volatility Ratio" means, as of any date, a ratio (expressed as a percentage) equal to the product of (i) the highest of the Three-Month Dilution Ratios calculated for the twelve calendar month period then most recently ended minus the average of the Dilution Ratios calculated for the twelve calendar month period then most recently ended, and (ii) the ratio calculated by dividing the highest of the Three-Month Dilution Ratios calculated for the twelve calendar month period then most recently ended by the average of the Dilution Ratios calculated for the twelve calendar month period then most recently ended.

"Dollars" and "$" each mean the lawful currency of the United States of America.

"Dynamic Loss Reserve Percentage" means, on any date, the product of (i) the Stress Factor, (ii) the Loss Horizon, and (iii) the highest Three-Month Default Ratio during the twelve calendar month period then most recently ended.

"Eligible Assignee" means, (i) each Managing Agent or any of its Affiliates, (ii) any Person managed by any Managing Agent or any of its Affiliates; provided that the Short-term Debt Rating from each of S&P and Moody's for such Person is no worse than that of the applicable assignor, or (iii) any financial or other institution providing liquidity to any Conduit Purchaser pursuant to a Liquidity Asset Purchase Agreement.

"Eligible Receivable" means, at any time, a Receivable that satisfies all of the following criteria:

(a) such Receivable arose from the sale of goods or the provision of services by the Originator or a Choice Marketer in the ordinary course of business;

(b) such Receivable constitutes an "account" as defined in Article 9 of the UCC as in effect in the State of New York;

(c) the Obligor of such Receivable (i) is a United States resident, (ii) is a Designated Obligor, and (iii) is not a NiSource Entity;

(d) such Receivable is denominated and payable only in Dollars in the United States;

(e) the sale or granting of a security interest in such Receivable does not contravene or conflict with any law, rule or regulation or require the consent or approval of, or notice to, the related Obligor or any other Person;

(f) such Receivable arises under a Contract that has been duly authorized and that, together with such Receivable, is in full force and effect and constitutes the legal, valid and binding obligation of the Obligor of such Receivable enforceable against such Obligor in accordance with its terms and is not subject to any dispute, offset, counterclaim or defense whatsoever (except the discharge in bankruptcy of such Obligor);

(g) such Receivable, together with the Contract related thereto, does not contravene in any material respect any laws, rules or regulations applicable thereto (including, without limitation, laws, rules and regulations relating to usury, truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy) and no party to the Contract related thereto is in violation of any such law, rule or regulation in any material respect;

(h) such Receivable satisfies all applicable requirements of the Credit and Collection Policy in existence as of the origination thereof;

(i) either (i) the Contract related to the Receivable requires that the full payment of such Receivable be made within thirty (30) days of the original billing date therefor, or, (ii) if such Receivable arises under an Extended Payment Agreement, such agreement requires that the full payment of such Receivable be made within 180 days of the date of such agreement; provided, however, that the Outstanding Balance of such Receivable, when added to the aggregate Outstanding Balance of all Eligible Receivables arising under Extended Payment Agreements, may not exceed 5.0% of the aggregate Outstanding Balance of all Eligible Receivables;

(j) such Receivable is owned by the Seller free and clear of any Adverse Claim (except for Permitted Liens or as created in favor of the Administrative Agent and the Purchasers hereunder);

(k) such Receivable arises under a Contract, which (i) does not contain a provision that requires the Obligor thereunder to consent to the sale or assignment of the rights of the Seller or the Originator thereunder in the manner contemplated by the Transaction Documents and (ii) does not contain a confidentiality provision that would restrict the ability of the Administrative Agent, any Managing Agent or any Purchaser to exercise its rights under this Agreement, including, without limitation, their right to review invoices delivered pursuant to such Contract;

(l) such Receivable is not a Defaulted Receivable and the Obligor thereof is not the Obligor of Defaulted Receivables in an aggregate amount of 10.0% or more of the aggregate Outstanding Balance of all Receivables of such Obligor;

(m) such Receivable is not a Miscellaneous Receivable;

(n) the Obligor of such Receivable is not in bankruptcy, reorganization, insolvency or similar proceedings;

(o) such Receivable has not been extended, rewritten or otherwise modified from the original terms thereof except in accordance with the Credit and Collection Policy;

(p) the Originator has satisfied and fully performed all obligations on its part with respect to such Receivable required to be fulfilled by it, and no further action is required to be performed by any Person with respect thereto other than payment thereon by the applicable Obligor;

(q) such Receivable did not arise out of the sale at the wellhead or minehead of oil, gas or other minerals;

(r) if the Obligor with respect to such Receivable is a Governmental Authority, the Outstanding Balance of such Receivable, when added to the aggregate Outstanding Balance of all Receivables due from Governmental Authorities, would not exceed 10.0% of the aggregate Outstanding Balance of all Receivables;

(s) such Receivable did not arise from charging sales tax, value-added tax or other consumption or use tax;

(t) the Obligor of such Receivable has been instructed to remit payments in respect thereof to a Blocked Account or a Lock-Box; and

(u) if such Receivable is a Choice Marketer Receivable:

(i) such Receivable was purchased by the Originator, free and clear of all Adverse Claims created by or through the related Choice Marketer, pursuant to a Choice Marketer Purchase Agreement or a Revised Choice Marketer Purchase Agreement;

(ii) from and after the date that occurs sixty (60) days after the date hereof, if such Receivable was not purchased pursuant to a Revised Choice Marketer Purchase Agreement, the related Choice Marketer and the Originator are parties to a Choice Marketer Security Agreement; and

(iii) from and after the date that occurs sixty (60) days after the date hereof, an effective, first-priority UCC-1 financing statement has been filed identifying the related Choice Marketer, as debtor, and the Originator, as secured party, covering collateral which includes such Receivable;

provided, however, that any Managing Agent may, at any time prior to the date that occurs sixty (60) days after the date hereof, declare the Receivables of any Choice Marketer to not be "Eligible Receivables" upon three (3) Business Days' prior notice to the Seller.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"ERISA Affiliate" means, with respect to any Person, any (i) corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the IRC) as such Person; (ii) partnership or other trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the IRC) with such Person or (iii) member of the same affiliated service group (within the meaning of Section 414(m) of the IRC) as such Person, any corporation described in clause (i) above or any partnership or other trade or business described in clause (ii) above.

"Eurocurrency Liabilities" has the meaning assigned to that term in Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"Eurodollar Rate" means, with respect to each Purchaser and any Eurodollar Tranche Period, a rate per annum equal to the rate of interest determined on the basis of the rate for deposits in Dollars for a period equal to such Eurodollar Tranche Period commencing on the first day of such Eurodollar Tranche Period appearing on Reuters Screen LIBOR01 Page (or comparable replacement page) as of 11:00 A.M., London time, two (2) Business Days prior to the beginning of such Eurodollar Tranche Period. In the event that such rate does not appear on such page (or otherwise on the Reuters Monitor Money Rates Service), the "Eurodollar Rate" shall instead be the interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the average of the rates at which deposits in Dollars approximately equal in principal amount to the portion of such Eurodollar Tranche are offered by the principal London offices of the Reference Bank (or, if the Reference Bank does not at the time maintain a London office, the principal London office of any affiliate of the Reference Bank) for immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Eurodollar Tranche Period.

"Eurodollar Rate Reserve Percentage" means, for any Eurodollar Tranche Period, the reserve percentage applicable two (2) Business Days before the first day of such Settlement Period under regulations issued from time to time by the Board of Governors of the Federal Reserve System (or any successor) (or if more than one such percentage shall be applicable, the daily average of such percentages for those days in such Eurodollar Tranche Period during which any such percentage shall be so applicable) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) with respect to liabilities or assets consisting of or including Eurocurrency Liabilities (or with respect to any other category of liabilities that includes deposits by reference to which the interest rate on Eurocurrency Liabilities is determined) having a term equal to such Settlement Period.

"Eurodollar Tranche" means a Tranche as to which Yield is calculated at the Assignee Rate or the Investor Rate based on the Adjusted Eurodollar Rate.

"Eurodollar Tranche Period" means, with respect to any Conduit Purchaser, Conduit Support Provider or Bank Purchaser, as applicable, and a Eurodollar Tranche, a period of one, two, three or six months, as selected by the Seller prior to an Event of Termination,

commencing on the first day of the applicable Settlement Period (or if such day is not a Business Day, on the immediately succeeding Business Day). If such Eurodollar Tranche Period would end on a day which is not a Business Day, such Eurodollar Tranche Period shall end on the next succeeding Business Day, unless such extension would cause the last day of such Eurodollar Tranche Period to occur in the next following calendar month, in which event the last day of such Eurodollar Tranche Period shall occur on the next preceding Business Day.

"Eurodollar Unavailability Condition" means, at any time and with respect to any Purchaser, that any one or more of the following conditions or events exists or has occurred and is continuing: (i) the Eurodollar Rate cannot be determined for any reason, including the unavailability of rate bids or the general unavailability of the London interbank market for Dollar borrowings or (ii) it shall become unlawful for any Purchaser to obtain funds in the London interbank market, or (ii) the related Managing Agent advises the Seller that the Eurodollar Rate will not adequately and fairly reflect the cost to such Purchaser based on the Eurodollar Rate.

"Event of Termination" has the meaning specified in Section 7.01.

"Excess Commitment Fee" has the meaning set forth in the Fee Letter.

"Excess Customer Deposit Amount" means, at any time, the amount by which (a) the aggregate Customer Deposits at such time exceeds (b) the product of (i) Excess Customer Deposit Percentage at such time and (ii) the Net Receivables Pool Balance at such time (before deducting such Excess Customer Deposit Amount).

"Excess Customer Deposit Percentage" means (i) 15% at any time that the Debt Ratings of NiSource are at least BBB- by S&P or at least Baa3 by Moody's and (ii) 0% at all other times; provided, however, that if the Debt Ratings of NiSource are either (a) unrated or less than BB+ by S&P or (b) unrated or less than Ba1 by Moody's, the "Excess Customer Deposit Percentage" means 0%.

"Extended Payment Agreement" means an agreement identified by the Servicer pursuant to the Credit and Collection Policy as a "Basic Extended Payment Agreement", an "Equal Extended Payment Agreement", a "Generic Payment Plan" or a "Budget Plus Payment Plan".

"Facility Fee" has the meaning set forth in the Fee Letter.

"Federal Funds Effective Rate" has the meaning specified in the definition of Base Rate.

"Fee Letter" means that certain Fee Letter dated as of March 15, 2010, among the Seller, the Managing Agents and the Administrative Agent, and each other letter agreement between the Seller and any other party hereto purporting to be a "Fee Letter" for purposes hereof, each as amended, restated, supplemented or otherwise modified from time to time.

"Fees" means each of the Facility Fee, Commitment Fee and Excess Commitment Fee.

"Financial Officer" of any Person means, the chief financial officer, principal accounting officer, treasurer or assistant treasurer of such Person.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Group Purchase Limit" means, for each Purchaser Group, the sum of the Commitments of the Bank Purchasers in such Purchaser Group.

"Guarantee" means, as to any Person, any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Incipient Event of Termination" means an event that but for the giving of notice or the lapse of time, or both, would constitute an Event of Termination.

"Indemnified Amounts" has the meaning specified in Section 9.01.

"Indemnified Party" has the meaning specified in Section 9.01.

"Investor Rate" means, for any Settlement Period for any Receivable Interest held by any Conduit Purchaser: (a) to the extent such Conduit Purchaser funds such Receivable Interest for such Settlement Period by issuing commercial paper, the CP Rate; and (b) to the extent such Conduit Purchaser funds such Receivable Interest for such Settlement Period other than by issuing commercial paper, a rate equal to the Assignee Rate; provided, that at all times following the occurrence and during the continuation of an Event of Termination, the Investor Rate shall be an interest rate per annum equal to the Base Rate in effect from time to time plus 2.50%.

"Involuntary Bankruptcy Event" means the occurrence of an event that, but for the giving of notice or the lapse of time, or both, would constitute an Event of Termination of the type described in Section 7.01(f).

"IRC" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

"Joinder Agreement" means a joinder agreement, substantially in the form of Annex H attached hereto, pursuant to which a new Purchaser Group becomes party to this Agreement.

"Liquidation Day" means, for any Receivable Interest, (i) each day during a Settlement Period for such Receivable Interest on which the conditions set forth in Section 3.02 are not satisfied (and such failure of conditions is not waived by the Administrative Agent and the Required Managing Agents), and (ii) each day which occurs on or after the Termination Date.

"Liquidation Period" means the period commencing on the Termination Date and ending on the date on which no Capital of or Yield on any Receivable Interest shall be outstanding and all other Seller Obligations shall be paid in full.

"Liquidity Asset Purchase Agreement" means any secondary market agreement, liquidity asset purchase agreement or other liquidity agreement entered into by any Bank Purchaser for the benefit of any Conduit Purchaser, to the extent relating to the sale or transfer of interests in, or other financing of, Receivable Interests.

"Lock-Box" means each locked post office box to which Obligors remit Collections.

"Lock-Box Event" means (i) the withdrawal of NiSource's Debt Rating by either S&P or Moody's, or (ii) the downgrade of NiSource's Debt Rating below (x) BBB- by S&P or (y) Baa3 by Moody's.

"Loss Horizon Ratio" means, as of any date, a ratio computed as of the last day of each calendar month by dividing (i) the aggregate Original Balance of all Receivables created or acquired by the Originator during the four most recently ended calendar months by (ii) Net Receivables Pool Balance as of the last day of the most recently ended calendar month.

"Loss-to-Liquidation Ratio" means a ratio (expressed as a percentage) computed as of the last day of each calendar month by dividing (i) the aggregate Outstanding Balance of all Pool Receivables that were written off during such calendar month by (ii) the aggregate amount of Collections received during such calendar month.

"Loss Reserve Percentage" means, on any date, the greater of (i) the Dynamic Loss Reserve Percentage, and (ii) 10.0%.

"Managing Agent" means, as to any Purchaser Group, each of the Persons listed on Schedule I hereto as a "Managing Agent" for such Purchaser Group, or in any Assignment and Acceptance or Joinder Agreement as a "Managing Agent" for the applicable Purchaser Group, together with its respective successors and permitted assigns

"Match Funded Conduit Purchaser" means any Conduit Purchaser that, on or after the date hereof, notifies the Seller, the Servicer and the Administrative Agent in writing that it is funding its Capital (or a portion thereof) with commercial paper issued by it, or for its benefit, in specified CP Tranches selected by its Managing Agent, and that, in each case, has not

subsequently notified the Seller, the Servicer and the Administrative Agent in writing that it will no longer be funding its Capital through specific CP Tranches (at which time such Conduit Purchaser shall be a Pool Funded Conduit Purchaser).

"Material Adverse Effect" means a material adverse effect on (i) the ability of any Transaction Party to perform its obligations under any Transaction Document, (ii) the legality, validity or enforceability of this Agreement or any other Transaction Document, (iii) any Purchaser's, any Managing Agent's or the Administrative Agent's interest in the Receivables generally or in any material portion of the Receivables, the Related Security or the Collections with respect thereto, or (iv) the collectibility of the Receivables generally or of any material portion of the Receivables.

"Miscellaneous Receivable" means a Receivable of the type listed on Annex J or of such other type as provided in a written notice from the Seller to the Administrative Agent.

"Monthly Report" means a report in substantially the form of, and containing the information described in, Annex E-1, and such additional information as the Administrative Agent or any Managing Agent may reasonably request from time to time, duly completed and furnished by the Servicer to the Administrative Agent and each Managing Agent pursuant to Section 6.02(g).

"Moody's" means Moody's Investors Service, Inc.

"Net Receivables Pool Balance" means, at any time, the aggregate Outstanding Balance of Pool Receivables that are Eligible Receivables reduced by the sum, without duplication, of (i) the aggregate amount by which the Outstanding Balance of Eligible Receivables of each Obligor (treating each Obligor and its Affiliates as if they were a single Obligor) exceeds the Concentration Limit for such Obligor and (ii) the Excess Customer Deposit Amount at such time.

"NiSource" means NiSource Inc., a Delaware corporation.

"NiSource Change of Control" means (a) any "person" or "group" within the meaning of Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended, shall become the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of more than 50% of the then outstanding voting Capital Stock of NiSource, (b) Continuing Directors shall cease to constitute at least a majority of the directors constituting the board of directors of NiSource, (c) a consolidation or merger of NiSource shall occur after which the holders of the outstanding voting Capital Stock of NiSource immediately prior thereto hold less than 50% of the outstanding voting Capital Stock of the surviving entity; (d) more than 50% of the outstanding voting Capital Stock of NiSource shall be transferred to an entity of which NiSource owns less than 50% of the outstanding voting Capital Stock; (e) there shall occur a sale of all or substantially all of the assets of NiSource; or (f) Columbia Gas of Pennsylvania shall cease to be a Wholly-Owned Subsidiary of NiSource.

For purposes of the definition of "NiSource Change of Control" the following capitalized terms shall have the following meanings: (I) "Capital Stock" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any

and all equivalent ownership interests in a Person other than a corporation (including, but not limited to, all common stock and preferred stock and partnership, membership and joint venture interests in a Person), and any and all warrants, rights or options to purchase any of the foregoing; (II) "Continuing Directors" means (a) all members of the board of directors of NiSource who have held office continually since the date hereof, and (b) all members of the board of directors of NiSource who were elected as directors after the date hereof and whose nomination for election was approved by a vote of at least 50% of the Continuing Directors; and (III) "Wholly-Owned Subsidiary" means, with respect to any Person, any corporation or other entity of which all of the outstanding shares of stock or other ownership interests in which, other than directors' qualifying shares (or the equivalent thereof), are at the time directly or indirectly owned or controlled by such Person or one or more of the Subsidiaries of such Person.

"NiSource Entity" means, individually, and "NiSource Entities" means, collectively, NiSource and each of its Affiliates.

"Non-Defaulted Receivable" means any Receivable that is not a Defaulted Receivable.

"Obligor" means a Person obligated to make payments pursuant to a Contract in respect of a Receivable.

"Original Balance" means, with respect to any Receivable, the Outstanding Balance of such Receivable on the date it was generated or acquired by the Originator.

"Origination Date" means (i) the date of this Agreement, with respect to Receivables existing on such date and (ii) the date on which such Receivable is created or acquired, with respect to each other Receivable.

"Originator" means Columbia Gas of Pennsylvania.

"Other Companies" means, collectively, the Originator and all of its Subsidiaries and Affiliates except the Seller.

"Other Taxes" has the meaning specified in Section 2.09(b).

"Outstanding Balance" means, for any Receivable, the unpaid principal amount thereof, it being acknowledged and agreed that the current amount invoiced to an Obligor may not reflect the Outstanding Balance of the Receivable from such Obligor because (a) such invoiced amount may not cover all of the goods or services provided to such Obligor, and (b) in the case of an Obligor under a Balanced Payment Plan, such invoiced amount may constitute, in whole or in part, a bill for goods or services not yet provided by the Originator.

"Over-Collection Refunds" means the refunds issued to Obligors in the months of November and December of 2009 in respect of the over-collection in prior months from such Obligors of payments with respect to gas commodity, up to an aggregate amount for both such months not to exceed $69,000,000.

"Percent of Income Plan" means a payment plan (such as "CAP") approved by the Pennsylvania Public Utility Commission under which low income utility customers pay a percentage of their income toward their utility bills.

"Percentage" means, with respect to any Bank Purchaser in any Purchaser Group, a percentage equal to the Commitment of such Bank Purchaser divided by the aggregate Commitments of all Bank Purchasers in such Purchaser Group; provided, however, that from and after the date of termination of the Commitments, "Percentage" shall be based on the Commitments of such Bank Purchasers immediately prior to such termination.

"Performance Guaranty" means that certain Performance Undertaking dated as of March 15, 2010, executed by NiSource in favor of the Administrative Agent, for the benefit of the Administrative Agent, the Managing Agents and the Purchasers, as amended, restated, supplemented or otherwise modified from time to time.

"Permitted Lien" means any lien (a) for taxes, assessments and governmental charges or levies that in each case are either (i) not yet due or (ii) being contested in good faith and by appropriate proceedings and for which adequate reserves determined in accordance with generally accepted accounting principles have been established and compliance with the obligation that is the subject of such contest is effectively stayed during such challenge, (b) of a collecting bank in the ordinary course of processing items for collection and (c) solely in the case of Choice Marketer Receivables which are not Eligible Receivables, liens on such Choice Marketer Receivables created by or through the related Choice Marketer.

"Person" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"Pool Funded Conduit Purchaser" means each Conduit Purchaser that is not a Match Funded Conduit Purchaser.

"Pool Receivable" means any Receivable which has been acquired by the Seller from the Originator pursuant to the Sale Agreement.

"Portfolio Turnover" means, for any calendar month, a number of days obtained by multiplying (i) a fraction, the numerator of which is equal to the aggregate Outstanding Balance of all Pool Receivables as of the last day of such calendar month and the denominator of which is equal to the aggregate amount of Collections of Pool Receivables received during such month, times (ii) 30.

"Prime Rate" has the meaning specified in the definition of Base Rate.

"Pro Rata Share" means, for each Purchaser Group, a percentage equal to (i) the aggregate Commitments of the Bank Purchasers in such Purchaser Group, divided by (ii) the Program Limit, adjusted as necessary to give effect to the application of the terms of Article XI; provided, however, that from and after the termination of the Commitments, "Pro Rata Share" for each Purchaser Group shall mean a percentage equal to (x) the Capital of all Purchasers in such Purchaser Group divided by (y) Aggregate Capital.

"Program Limit" means, at any time, (x) during the months of December, January, February, March, April and May, $75,000,000, and (y) during the months of June, July, August, September, October and November $20,000,000. References to the unused portion of the Program Limit shall mean, at any time, the Program Limit (as then reduced pursuant to Section 2.01(b)), minus the aggregate outstanding Capital of all Receivable Interests under this Agreement.

"Purchase Notice" means a notice delivered by the Seller to each Managing Agent in substantially the form of Annex G hereto.

"Purchaser Group" means a group composed of a Managing Agent, the related Conduit Purchasers (if any) and the related Bank Purchasers.

"Purchasers" means, collectively, the Conduit Purchasers and the Bank Purchasers.

"Receivable" means the indebtedness and other obligations of any Obligor to pay for natural gas, natural gas power or natural gas transport service or other energy products, merchandise, goods or services provided by (i) the Originator under a Contract or (ii) a Choice Marketer under the Originator's "Choice Service" program, in each case, whether billed or unbilled, including the right to payment of any interest or finance charges, late payment charges, delinquency charges, extension or collection fees and all other obligations of such Obligor with respect thereto, and including 100% of the amount invoiced to any Obligor after the Termination Date if any portion of the goods or services covered by such invoice were provided on or prior to the Termination Date; provided, however, that any Receivable repurchased by the Originator pursuant to Section 2.04 of the Sale Agreement shall thereafter cease to be considered a Receivable. The term "Receivable" shall not include any indebtedness or other obligation of any Person created under a Percent of Income Plan.

"Receivable Interest" means, at any time, an undivided percentage ownership interest in (i) all then outstanding Pool Receivables arising prior to the time of the most recent computation or recomputation of such undivided percentage interest pursuant to Section 2.03, (ii) all Related Security with respect to such Pool Receivables, and (iii) all Collections with respect to, and other proceeds of, such Pool Receivables. Such undivided percentage interest shall be computed at the times and in the manner specified in Section 2.03 as:

$$\frac{C}{NRPB - TR}$$

where:

C	=	the Capital of such Receivable Interest at the time of computation
TR	=	the Total Reserves at the time of computation
NRPB	=	the Net Receivables Pool Balance at the time of computation

Each Receivable Interest shall be determined from time to time pursuant to the provisions of Section 2.03. Notwithstanding the foregoing, during the Liquidation Period, (i) the sum of all Receivable Interests shall be equal to 100% and (ii) each Receivable Interest shall be calculated as the percentage equivalent of a fraction, the numerator of which is the Capital of such Receivable Interest, and the denominator of which is equal to the aggregate Capital of all Receivable Interests.

"Reference Bank" means BTMU, its successors and/or assigns.

"Related Security" means with respect to any Receivable:

(i) all of the Seller's interest in any merchandise or goods (including returned merchandise or goods), if any, relating to any sale giving rise to such Receivable;

(ii) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all financing statements authorized by an Obligor describing any collateral securing such Receivable;

(iii) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to the Contract related to such Receivable or otherwise;

(iv) all other books, records and other information (including, without limitation, computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Receivable and the related Obligor;

(v) all of the Seller's right, title and interest in and to all invoices or other agreements or documents that evidence, secure or otherwise relate to such Receivable;

(vi) all of the Seller's right, title and interest in, to and under the Sale Agreement; and

(vii) with respect to each Choice Marketer Receivable, all of the Seller's right, title and interest in, to and under (i) the related Choice Marketer Purchase Agreement and the related Choice Marketer Security Agreement or (ii) the related Revised Choice Marketer Purchase Agreement, as the case may be.

"Required Managing Agents" means the Managing Agents of the Purchaser Groups which include Bank Purchasers with Commitments equal to or in excess of 66-2/3% of the aggregate of all Commitments.

"Retail Service Payments" means amounts paid by Obligors in respect of retail services performed by Persons other than the Originator but which are billed on invoices generated by the Originator.

"Revised Choice Marketer Purchase Agreement" means an accounts receivable purchase agreement between the Originator and a Choice Marketer in substantially the form of Annex I-3 (or such other form of agreement reasonably satisfactory to the Administrative Agent).

"Revolving Period" means the period beginning on the date of the initial purchase hereunder and terminating at the close of business on the Business Day immediately preceding the Termination Date.

"S&P" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc.

"Sale Agreement" means the Receivables Sale Agreement of even date herewith between the Seller and the Originator, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof.

"Scheduled Commitment Termination Date" means March 14, 2011, as such date may be extended in accordance with Section 11.02.

"SEC" means the Securities and Exchange Commission.

"Seller" has the meaning specified in the preamble.

"Seller Obligations" means all present and future indebtedness and other liabilities and obligations (howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due) of the Seller to any Purchaser, the Administrative Agent, any Managing Agent and/or any other Person, arising under or in connection with this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby, and shall include, without limitation, all Capital, Yield, Fees and Servicer Fees, Broken Funding Costs and all other amounts due or to become due under the Transaction Documents (whether in respect of fees, expenses, indemnifications or otherwise), including, without limitation, interest, fees and other obligations that accrue after the commencement of any bankruptcy, insolvency or similar proceeding with respect to any Transaction Party (in each case whether or not allowed as a claim in such proceeding).

"Seller's Account" means account number 1028877589 of the Seller maintained at the office of PNC Bank, National Association, ABA # 043000096, or such other account as the Seller shall designate in writing to the Administrative Agent and the Managing Agents from time to time.

"Servicer" means at any time the Person then authorized pursuant to Section 6.01 to administer and collect Receivables.

"Servicer Default" means the occurrence of either of the following events: (i) an Involuntary Bankruptcy Event or (ii) an Event of Termination.

"Servicer Fee" has the meaning specified in Section 2.05.

"Servicer Fee Rate" means the rate per annum determined in accordance with Section 2.05.

"Settlement Date" means, for any Receivable Interest, (i) the nineteenth (19^{th}) day of each calendar month (or if such day is not a Business Day, the next succeeding Business Day), and (ii) each other day specified by the Administrative Agent from time to time.

"Settlement Period" means, with respect to any Settlement Date for any Receivable Interest, the calendar month ending immediately prior to such Settlement Date; provided, however, that in the case of the initial Settlement Period for any Receivable Interest, such Settlement Period shall commence on the day of the purchase of such Receivable Interest and end on the last day of the calendar month in which such purchase occurs.

"Short-Term Debt Rating" means, for any Person, the rating by S&P or Moody's of such Person's short-term public senior unsecured non-credit-enhanced debt.

"Stress Factor" means 2.25.

"Sub-Agent" means any Person acting as the agent of any Transaction Party for the purpose of accepting Collections from Obligors (e.g., Western Union), excluding however, agents engaged solely for the purpose of collecting past-due accounts.

"Subsidiary" means, with respect to any Person, any corporation or other entity of which securities having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person, or one or more Subsidiaries, or by such Person and one or more Subsidiaries.

"Tangible Net Worth" means at any time with respect to the Seller, the shareholders equity of the Seller.

"Taxes" has the meaning specified in Section 2.09(a).

"Termination Date" means the earliest of (a) the Scheduled Commitment Termination Date, (b) the date determined pursuant to Section 7.01, and (c) the date the Program Limit reduces to zero pursuant to Section 2.01(b).

"Three-Month Default Ratio" means, as of the last day of any calendar month, the average of the Default Ratios for such month and the two (2) immediately preceding calendar months.

"Three-Month Dilution Ratio" means, as of the last day of any calendar month, the average of the Dilution Ratios for such month and the two (2) immediately preceding calendar months.

"Three-Month Loss-to-Liquidation Ratio" means, as of the last day of any calendar month, the average of the Loss-to-Liquidation Ratios for such month and the two (2) immediately preceding calendar months.

"Total Reserves" means an amount equal to:

$$(YR\% + LR\% + DR\%) \times NRPB$$

where:

YR%	=	the Yield Reserve Percentage at the time of computation
LR%	=	the Loss Reserve Percentage at the time of computation
DR%	=	the Dilution Reserve Percentage at the time of computation
NRPB	=	the Net Receivables Pool Balance at the time of computation

"Tranche" means the portion of the Capital allocated to the purchase of a Receivable Interest by a Conduit Purchaser, including a purchase funded by the issuance of commercial paper notes by such Conduit Purchaser, or by a Bank Purchaser.

"Transaction Documents" means this Agreement, the Sale Agreement, the Fee Letter, the Performance Guaranty, the Blocked Account Agreements, the Existing Facility Pay-off Letter, each Monthly Report, each Daily Report, the certificate or articles of incorporation and by-laws of the Seller and all amendments, waivers and other agreements executed and delivered pursuant hereto or thereto to which a Transaction Party is a party.

"Transaction Party" means any of the Seller, the Originator, NiSource or the Servicer.

"UCC" means the Uniform Commercial Code as from time to time in effect in the specified jurisdiction.

"Yield" means the aggregate amount for the Conduit Purchasers and the Bank Purchasers of the following:

(i) for each Receivable Interest held by a Conduit Purchaser for any Settlement Period:

$$(IR \times C \times ED)/360 + BFC$$

(ii) for each Receivable Interest held by a Bank Purchasers for any Settlement Period:

$$(AR \times C \times ED)/360 + BFC$$

where:

AR	=	the Assignee Rate for such Receivable Interest for such Settlement Period
IR	=	the Investor Rate for such Receivable Interest for such Settlement Period
C	=	the Capital of such Receivable Interest during such Settlement Period
ED	=	the actual number of days elapsed during such Settlement Period
BFC	=	the Broken Funding Costs, if any, for such Receivable Interest for such Settlement Period

provided, that no provision of this Agreement shall require the payment or permit the collection of Yield in excess of the maximum permitted by applicable law; and provided further that Yield for any Receivable Interest shall not be considered paid by any distribution to the extent that at any time all or a portion of such distribution is rescinded or must otherwise be returned for any reason.

"Yield Reserve Percentage" means, on any date, a percentage equal to

$$(BR + 2.50\% + SFR)/360 \times 1.5 \times PT$$

where:

BR	=	the Base Rate in effect on such date, expressed as a rate per annum
SFR	=	the Servicer Fee Rate in effect on such date, expressed as a rate per annum
PT	=	the Portfolio Turnover, expressed as a number of days, calculated as of the end of calendar month most recently ended

SECTION 1.02 Other Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles. All terms used in Article 9 of the UCC in the State of New York, as in effect on the date hereof and not specifically defined herein, are used herein as defined in such Article 9.

Unless otherwise expressly indicated, all references herein to "Article," "Section," "Schedule" or "Annex" shall mean articles and sections of, and schedules and annexes to, this Agreement. Except as otherwise specified herein or as the context may otherwise require: (i) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision; (ii) the word "including" and correlative words shall be deemed to be followed by the phrase "without limitation" unless actually followed by such phrase or a phrase of like import; (iii) the word "or" is used inclusively herein (for example, the phrase "A or B" means "A or B or both", not "either A or B but not both"); (iv) references to a Person are references to such Person's successors and assigns; (v) references to an agreement or other document are to it as amended, supplemented, restated and otherwise modified from time to time and to any successor document; and (vi) references to a statute, regulation or other government rule are to it as amended from time to time and, as applicable, are to corresponding provisions of successor governmental rules.

ARTICLE II
AMOUNTS AND TERMS OF THE PURCHASES

SECTION 2.01 Purchase Facility. (a) On the terms and conditions hereinafter set forth, Seller shall sell and assign Receivable Interests to the Purchasers. In accordance with the terms and conditions set forth herein, each Conduit Purchaser may, in its sole discretion, and if and to the extent any Conduit Purchaser does not make a purchase, the Bank Purchasers in such Conduit's Purchaser Group shall, purchase their Purchaser Group's Pro Rata Share of such Receivable Interests from the Seller from time to time during the period from the date hereof to the Termination Date; provided, however, that notwithstanding any provision hereof to the contrary (i) under no circumstances shall any Conduit Purchaser make any purchase under this Agreement if, after giving effect to such purchase, the aggregate outstanding Capital of all Receivable Interests purchased by the Purchasers in its Purchaser Group would exceed its Purchaser Group's Pro Rata Share of the Program Limit; (ii) under no circumstances shall a Bank Purchaser be obligated to make any purchase under this Agreement if, after giving effect to such purchase, the aggregate outstanding Capital of the Receivable Interests purchased by it would exceed (x) the lesser of (1) its Percentage of its Purchaser Group's Pro Rata Share of the Capital thereof and (2) its unused Commitment less (y) the aggregate outstanding portion of Capital held by the Conduit Purchasers in its Purchaser Group (whether or not any portion thereof has been assigned to such Bank Purchaser pursuant to a Liquidity Asset Purchase Agreement) determined after giving effect to any reductions of the Capital held by such Conduit Purchasers to be made on the date of such purchase from the proceeds of purchases by the Bank Purchasers in its Purchaser Group; and (iii) no Purchaser shall make purchases under this Agreement at any time in an amount which would, after giving effect to all other purchases on such date, exceed the lesser of (x) Program Limit less the Aggregate Capital and (y) the Net Receivables Pool Balance (after giving effect to all other purchases of Receivables to occur on such date) less Total Reserves.

(b) If the Seller determines that the facility provided for in this Agreement exceeds its funding needs, the Seller may, upon at least sixty (60) days' notice to the Administrative Agent and each Managing Agent, terminate in whole or reduce in part the unused portion of the Program Limit; provided that each partial reduction of the Program Limit shall be in the amount of at least $1,000,000 or an integral multiple thereof. Upon any reduction of the

Program Limit, the Group Purchase Limits shall be permanently reduced by a corresponding amount (ratably among the Purchaser Groups in accordance with their respective Pro Rata Shares) and the Commitments of each Bank Purchaser in each Purchaser Group shall be reduced ratably in accordance with their respective Percentages.

(c) Until the Termination Date, the Collections attributable to each Receivable Interest shall be automatically reinvested pursuant to (and subject to the priority of payments set forth in) Section 2.04 in additional undivided percentage interests in the Receivables by making an appropriate readjustment of such Receivable Interest.

SECTION 2.02 Making Purchases. (a) The Seller shall provide each Managing Agent with a Purchase Notice at least three (3) Business Days' prior to each purchase of a Receivable Interest by the Purchasers (and each Managing Agent shall promptly forward such Purchase Notice to the Purchasers in its Purchaser Group). Each Purchase Notice shall specify (i) the amount requested to be paid to the Seller (such amount, which shall not be less than $3,000,000, being referred to herein as the initial "Capital" of the Receivable Interest then being purchased), (ii) the date of such purchase (which shall be a Business Day) and (iii) if the Assignee Rate is to apply to such Receivable Interest, whether the Yield for the Settlement Period for such Receivable Interest is calculated based on the Adjusted Eurodollar Rate or the Base Rate. Each Conduit Purchaser shall promptly notify the Seller, its Managing Agent and the Administrative Agent whether it has determined to make the requested purchase on the terms specified by the Seller.

If any Conduit Purchaser has determined not to make the entire amount of a proposed purchase, its Managing Agent shall promptly send notice of the proposed purchase to each of the Bank Purchasers in its Purchaser Group concurrently by telecopier, telex or cable specifying the date of such purchase, the aggregate amount of Capital of the Receivable Interest being purchased by such Bank Purchaser (which amount shall be, subject to clause (e) below, equal to such Bank Purchaser's Percentage of the portion of the purchase price not funded by the Conduit Purchasers in its Purchaser Group) and whether the Yield for the Settlement Period for such Receivable Interest is calculated based on the Adjusted Eurodollar Rate or the Base Rate.

(b) On the date of each purchase of a Receivable Interest, the Conduit Purchasers and/or the Bank Purchasers of each Purchaser Group shall, upon satisfaction of the applicable conditions set forth in Article III, make available to the Seller, in the Seller's Account in same day funds, an aggregate amount equal to such Purchaser Group's Pro Rata Share of the initial Capital of such Receivable Interest.

(c) Effective on the date of each purchase pursuant to this Section 2.02 and each reinvestment pursuant to Section 2.04, the Seller hereby sells and assigns to the Administrative Agent, for the benefit of the Purchaser(s) making such purchase or reinvestment, an undivided percentage ownership interest, to the extent of the Receivable Interest then being purchased or in respect of which the reinvestment is being made, in each Receivable then existing and in the Related Security and Collections with respect thereto.

(d) To the extent any Conduit Purchaser exercises its option to purchase Receivable Interests hereunder, such Conduit Purchaser will use its best efforts to issue

commercial paper to fund such purchase; provided, however, that nothing herein shall require any Conduit Purchaser to issue commercial paper when it is uneconomical or unavailable or limit the rights of any Conduit Purchaser to fund its purchase of the Receivable Interest pursuant to any Liquidity Asset Purchase Agreement.

SECTION 2.03 Receivable Interest Computation. Each Receivable Interest shall be initially computed on its date of purchase. Thereafter until the Termination Date, each such Receivable Interest shall be automatically recomputed (or deemed to be recomputed) on each day other than a Liquidation Day. During the Liquidation Period, each Receivable Interest shall be calculated as set forth in the last sentence of the definition of "Receivable Interest" and such Receivable Interest as so calculated shall remain constant. Each Receivable Interest shall be reduced to zero when Capital thereof and Yield thereon shall have been paid in full, and all Fees and other Seller Obligations are indefeasibly paid in full.

SECTION 2.04 Settlement Procedures. (a) Except as otherwise herein provided, Collection of the Receivables shall be administered by the Servicer in accordance with the terms of Article VI of this Agreement and this Section 2.04. The Seller shall provide to the Servicer on a timely basis all information needed for such administration, including notice of the occurrence of any Liquidation Day and current computations of each Receivable Interest.

(b) On each Deposit Date, the Servicer shall apply all Collections deposited in any Blocked Account or received by the Servicer on such Deposit Date in the following order and priority:

(i) set aside and hold in trust for the Administrative Agent and each Managing Agent an amount equal to the Seller Obligations owing to the Administrative Agent and the Managing Agents in respect of costs and expenses incurred in connection with the enforcement of any Transaction Document or the collection of any amounts due thereunder;

(ii) set aside and hold in trust for the Purchasers and the Administrative Agent an amount equal to the aggregate Yield, Fees and Servicer Fee (to the extent payable by the Purchasers under Section 2.05) accrued through such day for all Receivable Interests and not previously set aside, such amount to be allocated among the Purchasers and the Administrative Agent ratably in accordance with the proportion of such amounts payable to (or, in the case of the Servicer Fee, payable by) each such Person;

(iii) if the Aggregate Capital exceeds the Program Limit, set aside and hold in trust for the Purchasers an amount equal to the amount of such excess;

(iv) if the sum of the Receivable Interests are greater than the 100%, set aside and hold in trust for the Purchasers an amount equal to the amount of such excess;

(v) with respect to each Receivable Interest, if such day is not a Liquidation Day, reinvest with the Seller on behalf of the Purchasers the

percentage of such Collections represented by such Receivable Interest, by recomputation of such Receivable Interest pursuant to Section 2.03;

(vi) if such day is a Liquidation Day, set aside and hold in trust for the Purchasers an amount equal to the lesser of (A) all of the remaining Collections and (B) the Aggregate Capital of the Receivable Interests; provided that if amounts are set aside and held in trust on any Liquidation Day occurring prior to the Termination Date, and thereafter prior to the next Settlement Date the conditions set forth in Section 3.02 are satisfied or waived by the Managing Agents, such previously set aside amounts shall, to the extent not previously distributed pursuant to Section 2.04(c), be reinvested in accordance with the preceding subsection (v) on the day of such subsequent satisfaction or waiver of conditions;

(vii) if any Seller Obligations (other than Yield, Fees, Servicer Fees and Capital) are then due and payable by the Seller to any Indemnified Party, pay to each such Indemnified Party (ratably in accordance with the amounts owing to each) the Seller Obligations so due and payable until such Seller Obligations have been reduced to zero;

(viii) pay to the Servicer the portion (if any) of the accrued and unpaid Servicer Fee payable by the Seller pursuant to Section 2.05; and

(ix) release to the Seller any remaining Collections.

Collections applied to the payment of Seller Obligations shall be allocated in accordance with the aforementioned provisions, and, giving effect to each of the priorities set forth in Section 2.04(b) above, shall be allocable ratably (within each priority) among the Administrative Agent, the Managing Agents and the Purchasers in accordance with (x) the Pro Rata Share of each related Purchaser Group, as among the Managing Agents, (y) the Percentage of each Purchaser, as among the Purchasers, and (z) the amount of such Seller Obligations owing to each of them as a share of the aggregate Seller Obligations owing in respect of each such priority, as among all of them.

(c) On or before each Settlement Date, the Servicer shall pay to (x) each Managing Agent all Collections set aside for such Managing Agent and the Purchasers in such Managing Agent's Purchaser Group and (y) the Administrative Agent all Collections set aside for the Administrative Agent, in each case, pursuant to clauses (i), (ii), (iii), (iv) or (vi) of Section 2.04(b) (excluding, if such Settlement Date is not a Liquidation Day, any amounts set aside on account of accrued Servicer Fee, which amounts shall be retained by the Servicer for its own account in payment of such Servicer Fee). On or promptly after each Settlement Date, each Managing Agent shall distribute the funds received by it from the Servicer on such Settlement Date in the following order:

(i) first, pro rata to each of the Purchasers in such Managing Agent's Purchaser Group in payment of all accrued Yield and Fees then due and payable to each of them;

(ii) second, if the Aggregate Capital as of the related Settlement Date exceeds the Program Limit, to each of the Purchasers in such Managing Agent's Purchaser Group in payment of Capital until the sum of the Capital held by all Purchasers in such Managing Agent's Purchaser Group has been has been reduced to such Purchaser Group's Pro Rata Share of the Program Limit;

(iii) third, if such distribution occurs on a Liquidation Day, to each of the Purchasers in such Managing Agent's Purchaser Group in payment of Capital (x) until the sum of the Receivable Interests has been reduced to 100% (if such distribution occurs prior to the Termination Date), or (y) until the Capital of all Receivable Interests has been reduced to zero (if such distribution occurs on or after to the Termination Date);

(iv) fourth, pro rata to such Managing Agent and to each of the Purchasers in such Managing Agent's Purchaser Group in payment of all other Seller Obligations payable to such Purchasers and such Managing Agent until such Seller Obligations have been reduced to zero;

(v) fifth, if such distribution occurs on a Liquidation Day, to the Servicer in payment in full of the accrued and unpaid Servicer Fee payable by the Purchasers in such Managing Agent's Purchaser Group pursuant to Section 2.05.

After the Capital, Yield, Fees and Servicer Fee with respect to each Receivable Interest held by the Purchasers, and all other Seller Obligations held by or owing to the Purchasers, have been paid in full, all additional Collections with respect to each such Receivable Interest shall be paid to the Seller for its own account.

(d) For the purposes of this Section 2.04:

(i) if on any day any Pool Receivable (or portion thereof) becomes a Diluted Receivable, the Seller shall be deemed to have received on such day a Collection of such Pool Receivable in an amount equal to the Outstanding Balance of such Pool Receivable (or portion thereof);

(ii) if on any day any of the representations or warranties contained in Section 4.01(h) is no longer true with respect to any Receivable, the Seller shall be deemed to have received on such day a Collection of such Receivable in full;

(iii) except as otherwise required by applicable law or the relevant Contract, or as otherwise specified by such Obligor, any payment received from an Obligor of any Receivables shall be applied as a Collection of the Receivables of such Obligor in the order of the age of such Receivables, starting with the oldest such Receivable; and

(iv) if and to the extent the Administrative Agent, any Managing Agent or any Purchaser shall be required for any reason to pay over to an Obligor any amount received on its behalf hereunder, such amount shall be deemed not to have been so received but rather to have been retained by the Seller and,

accordingly, the Administrative Agent, such Managing Agent or such Purchaser, as the case may be, shall have a claim against the Seller for such amount, payable when and to the extent that any distribution from or on behalf of such Obligor is made in respect thereof.

(e) No later than three (3) Business Days after the end of each Settlement Period, each Managing Agent shall furnish to the Administrative Agent and the Seller with an invoice setting forth the amount of the accrued and unpaid Yield and Fees for such Settlement Period with respect to Receivable Interests held by the Conduit Purchasers in its Purchaser Group.

SECTION 2.05 Payment of Servicer Fee. The Servicer shall be entitled to receive a fee (the "Servicer Fee") equal to 0.25% per annum multiplied by the average daily aggregate Outstanding Balance of all Pool Receivables, payable in arrears on each Settlement Date out of Collections available for such purpose pursuant to Section 2.04. Upon three (3) Business Days' notice to the Administrative Agent and the Managing Agents, the Servicer (if not the Originator, the Seller or its designee or an Affiliate of the Seller) may, with the prior written consent of the Administrative Agent, elect to be paid, as such fee, another percentage per annum on the average daily Outstanding Balance of the Receivables. The portion of the Servicer Fee payable by each Purchaser shall be equal to the Servicer Fee Rate multiplied by the average daily Capital of each Receivable Interest owned by such Purchaser, payable on each Settlement Date for such Receivable Interest. Notwithstanding anything herein to the contrary, the Servicer Fee shall be payable only from Collections pursuant to, and subject to the priority of payments set forth in, Section 2.04. To the extent such Collections are not sufficient to pay the Servicer Fee in full, none of the Seller, the Administrative Agent, the Managing Agents or the Purchasers shall have any liability for the deficiency.

SECTION 2.06 Payments and Computations, Etc. (a) All amounts to be paid by the Seller or the Servicer to the Administrative Agent, any Managing Agent or any Purchaser hereunder shall be paid no later than 11:00 A.M. (New York City time) on the day when due in same day funds to the account designated by the Administrative Agent, such Managing Agent or the Managing Agent of such Purchaser's Purchaser Group, as applicable.

(b) Each of the Seller and the Servicer shall, to the extent permitted by law, pay interest on any amount not paid or deposited by it when due hereunder, at an interest rate per annum equal to 2.50% per annum above the Base Rate, payable on demand.

(c) All computations of interest under subsection (b) above and all computations of Yield, Fees, and other amounts hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first but excluding the last day) elapsed. Whenever any payment or deposit to be made hereunder shall be due on a day other than a Business Day, such payment or deposit shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of such payment or deposit.

SECTION 2.07 Dividing or Combining Receivable Interests. Either the Seller or (following an Event of Termination or an Involuntary Bankruptcy Event) the Administrative Agent (in consultation with the Managing Agents) may, upon notice to the other party received

at least three (3) Business Days prior to the last day of any Settlement Period in the case of the Seller giving notice, or up to the last day of such Settlement Period in the case of the Administrative Agent giving notice, either (i) divide any Receivable Interest into two or more Receivable Interests having aggregate Capital equal to the Capital of such divided Receivable Interest, or (ii) combine any two or more Receivable Interests originating on such last day or having Settlement Periods ending on such last day into a single Receivable Interest having Capital equal to the aggregate of the Capital of such Receivable Interests; provided, however, that no Receivable Interest owned by any Conduit Purchaser may be combined with a Receivable Interest owned by any Bank Purchaser.

SECTION 2.08 Increased Costs. (a) If (i) an Accounting Based Consolidation Event shall have occurred, or (ii) the Administrative Agent, any Conduit Purchaser, any Bank Purchaser, any Managing Agent or any other Person (including any Conduit Support Provider or other bank or other financial institution providing liquidity and/or credit support to any Conduit Purchaser in connection with such Conduit Purchaser's commercial paper program) which enters into a commitment to purchase Receivable Interests or interests therein (each, an "Affected Person") determines that compliance with any change in any law or regulation or any guideline or request or in the interpretation or administration thereof from any central bank or other governmental authority (whether or not having the force of law) otherwise affects or would affect the amount of the capital required or expected to be maintained by such Affected Person and such Affected Person determines that the amount of such capital is increased by or based upon the existence of any commitment to make purchases of or otherwise to maintain the investment in Receivables or interests therein related to this Agreement or to the funding thereof, then, upon demand by such Affected Person (with a copy to the Administrative Agent), the Seller shall pay to the related Managing Agent for the account of such Affected Person (as a third-party beneficiary, in the case of an Affected Person that is not a party to this Agreement), from time to time as specified by such Affected Person, additional amounts sufficient to compensate such Affected Person in the light of such circumstances, to the extent that such Affected Person reasonably determines such increase in capital to be allocable to the existence of any of such commitments.

(b) If, due to either (i) the introduction of or any change in or in the interpretation of any law or regulation or (ii) compliance with any guideline or request from any central bank or other governmental authority (whether or not having the force of law), there shall be any increase in the cost to any Affected Person of agreeing to purchase or purchasing, or maintaining the ownership of Receivable Interests, then, upon demand by such Affected Person (with a copy to the Administrative Agent), the Seller shall pay to the related Managing Agent, for the account of such Affected Person, from time to time as specified by such Affected Person, additional amounts sufficient to compensate such Affected Person for such increased costs.

(c) A certificate of the Affected Person setting forth such amount or amounts (including computation of such amount or amounts) as shall be necessary to compensate the Affected Person as specified in paragraph (a) or (b) above, as the case may be, delivered to the Seller shall be conclusive and binding absent manifest error. Each Affected Person shall designate a different funding office for its purchases with respect to Receivable Interests hereunder if such designation will avoid the need for, or reduce the amount of, compensation

pursuant to this Section 2.08 and will not, in the sole opinion of such Affected Person, be disadvantageous to such Affected Person and will not result in any material expense.

(d) Failure on the part of any Affected Person to demand compensation for any increased costs or reduction in amounts received or receivable or reduction in return on capital with respect to any period shall not constitute a waiver of such Affected Person's right to demand compensation with respect to any other period. The protection of this Section shall be available to each Affected Person regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, guideline or other change or condition which shall have occurred or been imposed.

SECTION 2.09 Taxes. (a) Any and all payments and deposits required to be made hereunder or under any other Transaction Document by the Servicer or the Seller shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding net income taxes that are imposed by the United States and franchise taxes and net income taxes that are imposed on an Affected Person by the state or foreign jurisdiction under the laws of which such Affected Person is organized or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If the Seller or the Servicer shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to any Affected Person, (i) the Seller shall make an additional payment to such Affected Person, in an amount sufficient so that, after making all required deductions (including deductions applicable to additional sums payable under this Section 2.09), such Affected Person receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Seller or the Servicer, as the case may be, shall make such deductions and (iii) the Seller or the Servicer, as the case may be, shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) In addition, the Seller agrees to pay any present or future stamp or other documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or under any other Transaction Document or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Transaction Document (hereinafter referred to as "Other Taxes").

(c) The Seller will indemnify each Affected Person for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section 2.09) paid by such Affected Person and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within thirty (30) days from the date the Affected Person makes written demand therefor (and a copy of such demand shall be delivered to the Administrative Agent). A certificate as to the amount of such indemnification submitted to the Seller and the Administrative Agent by such Affected Person, setting forth, in reasonable detail, the basis for and the calculation thereof, shall be conclusive and binding for all purposes absent manifest error.

(d) Each Affected Person who is organized outside the United States shall, prior to the date hereof (or, in the case of any Person who becomes an Affected Person after the date hereof, prior to the date on which it so becomes an Affected Person), (x) deliver to the Seller and the Administrative Agent such certificates, documents or other evidence, as required by the IRC or Treasury regulations issued pursuant thereto, including Internal Revenue Service Form W-8BEN or Form W-8ECI and any other certificate or statement of exemption required by Treasury Regulation Section 1.1441-1(a) or Section 1.1441-6(c) or any subsequent version thereof, properly completed and duly executed by such Affected Person establishing that such payment is (i) not subject to withholding under the IRC because such payment is effectively connected with the conduct by such Affected Person of a trade or business in the United States or (ii) totally exempt from United States tax under a provision of an applicable tax treaty and (y) upon request of the Seller or the Administrative Agent, and to the extent it may do so under applicable law, furnish any other government forms which are necessary or required under an applicable tax treaty or otherwise by law to reduce or eliminate any withholding tax. Each such Affected Person that changes its funding office shall promptly notify the Seller and the Administrative Agent of such change and, upon written request from the Seller or the Administrative Agent, shall deliver any new certificates, documents or other evidence required pursuant to the preceding sentence prior to the immediately following due date of any payment by the Seller hereunder. Unless the Seller and the Administrative Agent have received forms or other documents satisfactory to them indicating that payments hereunder are not subject to United States withholding tax, notwithstanding paragraph (a), the Seller or the Administrative Agent shall withhold taxes from such payments at the applicable statutory rate in the case of payments to or for any Affected Person organized under the laws of a jurisdiction outside the United States.

(e) The Seller shall not be required to pay any amounts to any Affected Person in respect of Taxes and Other Taxes pursuant to paragraphs (a), (b) and (c) above if the obligation to pay such amounts would not have arisen but for a failure by such Affected Person to comply with the provisions of paragraph (d) above unless such Affected Person is unable to comply with paragraph (d) because of (i) a change in applicable law, regulation or official interpretation thereof or (ii) an amendment, modification or revocation of any applicable tax treaty or a change in official position regarding the application or interpretation thereof, in each case after the date hereof (or, in the case of any Person who became an Affected Person after the date hereof, after the date on which it so became an Affected Person).

SECTION 2.10 Liquidity Asset Purchase Agreement Fundings. The parties hereto acknowledge that any Conduit Purchaser may put all or any portion of its Receivable Interests to the Bank Purchasers in its Purchaser Group at any time pursuant such Conduit Purchaser's related Liquidity Asset Purchase Agreement to finance or refinance the necessary portion of its Receivable Interests through a funding under such Liquidity Asset Purchase Agreement to the extent available. The fundings under each Liquidity Asset Purchase Agreement will accrue interest at the Assignee Rate. Regardless of whether a funding of Receivable Interests by any such Bank Purchaser constitutes the direct purchase of a Receivable Interest hereunder, an assignment under the related Liquidity Asset Purchase Agreement of a Receivable Interest originally funded by a Conduit Purchaser or the sale of one or more participations under the related Liquidity Asset Purchase Agreement in a Receivable Interest originally funded by a Conduit Purchaser, each Bank Purchaser participating in a funding of a

Receivable Interest shall have the rights and obligations of a "Purchaser" hereunder with the same force and effect as if it had directly purchased such Receivable Interest from Seller hereunder.

SECTION 2.11 Security Interest. As security for the performance by the Seller of all the terms, covenants and agreements on the part of the Seller (whether as Seller or otherwise) to be performed under this Agreement or any other Transaction Document, including the punctual payment when due of all Seller Obligations, the Seller hereby assigns to the Administrative Agent for its benefit and the ratable benefit of the other Indemnified Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of the other Indemnified Parties, a security interest in, all of the Seller's right, title and interest in and to (A) the Sale Agreement, including, without limitation, (i) all rights of the Seller to receive moneys due or to become due under or pursuant to the Sale Agreement, (ii) all security interests and property subject thereto from time to time purporting to secure payment of monies due or to become due under or pursuant to the Sale Agreement, (iii) all rights of the Seller to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to Sale Agreement, (iv) claims of the Seller for damages arising out of or for breach of or default under the Sale Agreement, and (v) the right of the Seller to compel performance and otherwise exercise all remedies thereunder, (B) all Receivables, whether now owned and existing or hereafter acquired or arising, all Related Security and Collections with respect thereto and all Lock-Boxes and all Blocked Accounts and funds on deposit therein, (C) all other assets of the Seller, whether now owned and existing or hereafter acquired or arising, including, without limitation, all accounts, chattel paper, goods, instruments, investment property, deposit accounts and general intangibles (as those terms are defined in the UCC as in effect on the date hereof in the State of New York), including undivided interests in any of the foregoing, now owned or hereafter acquired by the Seller and not otherwise purchased under this Agreement, and (D) to the extent not included in the foregoing, all proceeds of any and all of the foregoing.

SECTION 2.12 Replacement of Purchaser Groups. During any time that any Bank Purchaser is a Defaulting Purchaser, the Seller may, upon written notice to such Bank Purchaser, the related Managing Agent and the Administrative Agent, replace such Bank Purchaser and its Purchaser Group by causing such Bank Purchaser and all other Purchasers in such Purchaser Group to assign their respective Commitments, if any, and Receivable Interests (with the assignment fee to be paid by the Seller in such instance) pursuant to Section 11.01(b) to one or more other Purchasers or Eligible Assignees procured by the Seller upon payment in full all Capital, Yield, Fees and other amounts owing to such Purchasers and the Managing Agent in such Purchaser Group through the date of replacement, and the Company shall release all such Purchasers and the Managing Agent of such Purchaser Group from their respective obligations under, and each such Purchaser and the related Managing Agent shall cease to be party to, this Agreement and the other Transaction Documents, if any. Any Purchaser being so replaced shall execute and deliver an Assignment and Assumption with respect to its Commitment, if any, and Receivable Interests.

ARTICLE III

CONDITIONS OF PURCHASES

SECTION 3.01 Conditions Precedent to Initial Purchase. The initial purchase of a Receivable Interest under this Agreement is subject to the conditions precedent that the Administrative Agent and the Managing Agents shall have received on or before the date of such purchase the following, each (unless otherwise indicated) dated such date, in form and substance satisfactory to the Administrative Agent and the Managing Agents:

(a) Certified copies of the resolutions of the Board of Directors of each Transaction Party approving each Transaction Document to which it is a party and certified copies of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to this Agreement and the other Transaction Documents.

(b) A certificate of the Secretary or Assistant Secretary of each Transaction Party certifying the names and true signatures of the officers of such Transaction Party authorized to sign the Transaction Documents to which it is a party.

(c) Acknowledgment copies or time stamped receipt copies (or other evidence of filing) of proper financing statements, duly filed on or before the date of such initial purchase under the UCC of all jurisdictions that the Administrative Agent may deem necessary or desirable in order to perfect the ownership and security interests contemplated by this Agreement and the Sale Agreement.

(d) Acknowledgment copies or time stamped receipt copies (or other evidence of filing) of proper financing statements necessary to release all security interests and other rights of any Person in the Receivables, Contracts or Related Security previously granted by any Transaction Party or any of their respective Affiliates.

(e) Completed requests for information, dated on or before the date of such initial purchase, listing all effective financing statements filed in the jurisdictions referred to in subsection (c) above that name the Seller or the Originator as debtor, together with copies of such financing statements (none of which shall cover any Receivables, Contracts, Related Security or the collateral referred to in Section 2.11 except to the extent the Administrative Agent shall have received executed termination statements therefor pursuant to subsection (d) above).

(f) Executed copies of Blocked Account Agreements for each Blocked Account and each Lock-Box.

(g) Favorable opinions of (i) Schiff Hardin LLP, counsel for the Seller, the Servicer, the Originator and NiSource, relating to true sale and substantive consolidation issues, enforceability of this Agreement and the other Transaction Documents, creation of security interests, perfection of security interests granted hereunder, non-contravention of laws and agreements, general corporate matters and such other matters as the Administrative Agent may reasonably request and (ii) Post & Schell PC, special Pennsylvania counsel to the Seller, the

Servicer, the Originator and NiSource, relating to perfection of security interests under the Receivables Sale Agreement, due authorization and certain regulatory issues.

(h) An executed copy of the Sale Agreement.

(i) An executed copy of the Performance Guaranty.

(j) A copy of the by-laws of each Transaction Party, certified by the Secretary or Assistant Secretary of such Transaction Party.

(k) A copy of the certificate or articles of incorporation of each Transaction Party, certified as of a recent date by the Secretary of State or other appropriate official of the State of incorporation of such Transaction Party, and a certificate as to the good standing of each Transaction Party from such Secretary of State or other official, dated as of a recent date.

(l) The opening pro forma balance sheet of the Seller referred to in Section 4.01(e).

SECTION 3.02 Conditions Precedent to All Purchases and Reinvestments. Each purchase (including the initial purchase) and each reinvestment hereunder shall be subject to the further conditions precedent that:

(a) the Servicer shall have delivered to the Administrative Agent and the Managing Agents all Monthly Reports and Daily Reports required to be delivered hereunder, each duly completed and containing information covering the most recently ended reporting period for which information is required pursuant to Section 6.02(g) and (h);

(b) on the date of such purchase or reinvestment the following statements shall be true, except that the statements in clause (iii) below are required to be true only if such reinvestment is by a Conduit Purchaser (and acceptance of the proceeds of such purchase or reinvestment shall be deemed a representation and warranty by the Seller and the Servicer (each as to itself) that such statements are then true):

(i) the representations and warranties contained in Sections 4.01 and 4.02 are correct on and as of the date of such purchase or reinvestment as though made on and as of such date;

(ii) no event has occurred and is continuing, or would result from such purchase or reinvestment, that constitutes an Event of Termination, an Involuntary Bankruptcy Event or, in the case of a purchase, an Incipient Event of Termination;

(iii) no Managing Agent shall have given the Seller notice that a Conduit Purchaser has terminated the reinvestment of Collections in Receivable Interests; provided, however that no such notice shall relieve the related Bank Purchaser in such Conduit Purchaser's Purchaser Group of its obligation to make purchases and reinvestments as set forth herein; and

(iv) the Originator shall have sold or contributed to the Seller, pursuant to the Sale Agreement, all Receivables that arose on or prior to such date; and

(c) the Administrative Agent and each Managing Agent shall have received such other approvals, opinions or documents as it may reasonably request.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.01 Representations and Warranties of the Seller. The Seller hereby represents and warrants as follows to the Administrative Agent, each Managing Agent and each Purchaser, as to itself, as of the date hereof and as of the date of each purchase or reinvestment hereunder:

(a) The Seller is a corporation duly formed and validly existing under the laws of Delaware, and is duly qualified to do business, and is in good standing, in every jurisdiction where the nature of its business requires it to be so qualified.

(b) The execution, delivery and performance by the Seller of the Transaction Documents, including the Seller's use of the proceeds of purchases and reinvestments, (i) are within the Seller's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) do not contravene (1) the Seller's certificate or articles of incorporation or by-laws, (2) any law, rule or regulation applicable to the Seller, (3) any contractual restriction binding on or affecting the Seller or its property or (4) any order, writ, judgment, award, injunction or decree binding on or affecting the Seller or its property, and (iv) do not result in or require the creation of any Adverse Claim upon or with respect to any of its properties (except as created pursuant to this Agreement). Each of the Transaction Documents has been duly executed and delivered by the Seller.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Seller of the Transaction Documents to which it is a party or any other document to be delivered thereunder other than those that have been obtained or made and except for the filing of UCC financing statements which are referred to therein.

(d) Each of the Transaction Documents to which the Seller is a party constitutes the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) The opening pro forma balance sheet of the Seller as of March 15, 2010, giving effect to the initial purchase to be made under this Agreement, a copy of which has been furnished to the Administrative Agent and the Managing Agents, fairly presents the financial condition of the Seller as of such date, in accordance with generally accepted accounting principles, and since its formation there has been no (i) material adverse change in the business,

operations, property or financial condition of the Seller or (ii) other event or circumstance which has had or will have a Material Adverse Effect.

(f) There is no pending or (to the best knowledge of the Seller) threatened action or proceeding affecting the Seller before any court, governmental agency or arbitrator. The Seller is not in default in any material respect of any order of any court, arbitrator or governmental agency.

(g) No proceeds of any purchase or reinvestment will be used for a purpose that violates or would be inconsistent with Regulation T, U or X promulgated by the Board of Governors of the Federal Reserve System from time to time.

(h) Each Receivable treated as or represented to be a Pool Receivable is owned by the Seller free and clear of any Adverse Claim (except for Permitted Liens or as created in favor of the Administrative Agent and the Purchasers hereunder). The Purchasers have acquired a valid and perfected first priority ownership interest or security interest in each Pool Receivable now existing or hereafter arising and in the Related Security and Collections with respect thereto, in each case free and clear of any Adverse Claim other than Permitted Liens. No effective financing statement or other instrument similar in effect is filed in any recording office listing the Seller as debtor, covering any Receivable, Related Security or Collections except such as may be filed in favor of the Administrative Agent in accordance with this Agreement. No effective financing statement or other instrument similar in effect, is filed in any recording office listing the Originator as debtor, covering any Receivable, Related Security or Collections except such as may be filed in favor of the Seller and assigned to the Administrative Agent in accordance with this Agreement.

(i) Each Monthly Report and Daily Report (in each case, if prepared by any Transaction Party or one of their respective Affiliates, or to the extent that information contained therein is supplied by any Transaction Party or an Affiliate), all information, and each exhibit, financial statement, document, book, record or report furnished or to be furnished in writing at any time by or on behalf of any Transaction Party to the Administrative Agent, any Managing Agent or any Purchaser in connection with this Agreement is or will be accurate in all material respects as of its date or (except as otherwise disclosed to the Administrative Agent, the Managing Agent or the Purchaser, as the case may be, at such time) as of the date so furnished, and no such Monthly Report, Daily Report, information, exhibit, financial statement, document, book, record or report, as of its date, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not materially misleading.

(j) The principal place of business of the Seller and the office where the Seller keeps its records concerning the Receivables are located at the address or addresses referred to in Section 5.01(b).

(k) The names and addresses of all the Blocked Account Banks together with the number of the Lock-Boxes and the account numbers of the Blocked Accounts of the Seller at

or maintained by such Blocked Account Banks are as specified in Schedule II hereto, as such Schedule II may be updated from time to time pursuant to Section 5.01(g).

(l) Each purchase of a Receivable Interest and each reinvestment of Collections in Receivables will constitute (i) a "current transaction" within the meaning of Section 3(a)(3) of the Securities Act of 1933, as amended, and (ii) a purchase or other acquisition of notes, drafts, acceptances, open accounts receivable or other obligations representing part or all of the sales price of merchandise or services within the meaning of Section 3(c)(5) of the Investment Company Act of 1940, as amended.

(m) In the past five (5) years, the Seller has not used any corporate name, trade name or doing-business-as name other than the name in which it has executed this Agreement. The Seller's organizational identification number is 4752028.

(n) The Seller was formed on March 2, 2010 and the Seller did not engage in any business activities prior to the date of this Agreement. The Seller has no Subsidiaries. Columbia Gas of Pennsylvania directly owns 100% of the capital stock of the Seller, free and clear of any Adverse Claims other than Permitted Liens.

(o) (i) The fair value of the property of the Seller is greater than the total amount of liabilities, including contingent liabilities, of the Seller, (ii) the present fair salable value of the assets of the Seller is not less than the amount that will be required to pay all probable liabilities of the Seller on its debts as they become absolute and matured, (iii) the Seller does not intend to, and does not believe that it will, incur debts or liabilities beyond the Seller's abilities to pay such debts and liabilities as they mature and (iv) the Seller is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which the Seller's property would constitute unreasonably small capital.

(p) With respect to each Receivable, the Seller (i) shall have received such Receivable as a contribution to the capital of the Seller by Originator or (ii) shall have purchased such Receivable from Originator in exchange for payment (made by the Seller to Originator in accordance with the provisions of the Sale Agreement) of cash, Purchase Price Credits (as defined in the Sale Agreement), Deferred Purchase Price, or a combination thereof in an amount which constitutes fair consideration and reasonably equivalent value. Each such sale referred to in clause (ii) of the preceding sentence shall not have been made for or on account of an antecedent debt owed by Originator to the Seller and no such sale or capital contribution is or may be voidable or subject to avoidance under any section of the United States Bankruptcy Code.

(q) The Seller and its ERISA Affiliates are in compliance in all material respects with ERISA, and no Adverse Claim exists in favor of the Pension Benefit Guaranty Corporation on any of the Receivables.

(r) Each Receivable included as an Eligible Receivable in the calculation of the Net Receivables Pool Balance on any Monthly Report or Daily Report satisfies the requirements of eligibility contained in the definition of "Eligible Receivable" as of the date of the information reported in such Monthly Report or Daily Report.

(s) On the date of each purchase and reinvestment hereunder (and after giving effect thereto), the sum of the Receivable Interests does not exceed 100% except to the extent that Collections set aside and held for the benefit of the Purchasers pursuant to Section 2.04(b)(iii) would cause the sum of the Receivable Interests to be less than or equal to 100% if such funds were applied to the reduction of Capital.

(t) Each of the representations and warranties set forth on Annex F are true and correct.

(u) The Seller is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(v) Each of the facts and assumptions with respect to the Seller, and its conduct set forth in the opinion letter issued by Schiff Hardin LLP, in connection with the closing under this Agreement and relating to issues of "true sale" and "substantive nonconsolidation", and in the certificates accompanying such opinion letter, are true and correct.

(w) The Seller has complied in all respects with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject. Each Receivable, together with the Contract related thereto, does not contravene any laws, rules or regulations applicable thereto (including, without limitation, laws, rules and regulations relating to truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy), and no part of such Contract is in violation of any such law, rule or regulation, except where such contravention or violation could not reasonably be expected to have a Material Adverse Effect.

(x) The Seller has complied in all material respects with the Credit and Collection Policy with regard to each Receivable and the related Contract, and has not made any change to such Credit and Collection Policy, except for any such change in the Credit and Collection Policy permitted under Section 5.01(f).

SECTION 4.02 Representations and Warranties of the Servicer. Columbia Gas of Pennsylvania, in its capacity as Servicer, hereby represents and warrants as follows to the Administrative Agent, each Managing Agent and each Purchaser as of the date hereof and as of the date each purchase or reinvestment hereunder:

(a) The Servicer is a corporation duly incorporated, validly existing and in good standing under the laws of Pennsylvania, and is duly qualified to do business, and is in good standing, in every jurisdiction where the nature of its business requires it to be so qualified.

(b) The execution, delivery and performance by the Servicer of this Agreement and any other documents to be delivered by it hereunder (i) are within the Servicer's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) do not contravene (1) the Servicer's charter or by-laws, (2) any law, rule or regulation applicable to the Servicer, (3) any contractual restriction binding on or affecting the Servicer or its property or (4) any order, writ, judgment, award, injunction or decree binding on or affecting the Servicer or its property (unless, in the case of the preceding clauses (3) and (4), such non-contravention would not reasonably be expected to have a Material Adverse Effect), and (iv) do not result in or

require the creation of any Adverse Claim upon or with respect to any of its properties. This Agreement has been duly executed and delivered by the Servicer.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Servicer of this Agreement or any other document to be delivered by it hereunder (other than those that have been obtained or made).

(d) This Agreement constitutes the legal, valid and binding obligation of the Servicer enforceable against the Servicer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) The balance sheets of the Servicer and its Subsidiaries as of December 31, 2008, and the related statements of income and retained earnings of the Servicer and its Subsidiaries as of and for the fiscal year then ended, copies of which have been furnished to the Administrative Agent and the Managing Agents, fairly present the financial condition of the Servicer and its Subsidiaries as at such date and the results of the operations of the Servicer and its Subsidiaries for the fiscal year ended on such date, all in accordance with generally accepted accounting principles consistently applied. Since December 31, 2008, there has been no material adverse change in the business, operations, property or financial condition of the Servicer.

(f) There is no pending or (to the best knowledge of the Servicer) threatened action or proceeding affecting the Servicer or any of its Subsidiaries before any court, governmental agency or arbitrator which (if adversely determined) would constitute an Event of Termination or otherwise have a Material Adverse Effect, except as disclosed in the Servicer's financial statements referred to in Section 4.02(e).

(g) On the date of each purchase and reinvestment hereunder (and after giving effect thereto) the sum of the Receivable Interests does not exceed 100% except to the extent that Collections set aside and held for the benefit of the Purchasers pursuant to Section 2.04(b)(iii) would cause the sum of the Receivable Interests to be less than or equal to 100% if such funds were applied to the reduction of Capital.

(h) Servicer is able, on any date on which it is required to make such an identification under the terms of this Agreement, to produce a report identifying which amounts paid into the Blocked Accounts constitute Collections and which amounts constitute other amounts.

(i) Servicer has complied in all respects with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject. Each Receivable, together with the Contract related thereto, does not contravene any laws, rules or regulations applicable thereto (including, without limitation, laws, rules and regulations relating to truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy), and no part of such Contract is in violation of any such

law, rule or regulation, except where such contravention or violation could not reasonably be expected to have a Material Adverse Effect.

(j) Servicer has complied in all material respects with the Credit and Collection Policy with regard to each Receivable and the related Contract, and has not made any change to such Credit and Collection Policy, except for any such change in the Credit and Collection Policy permitted under Section 5.01(f).

ARTICLE V

COVENANTS

SECTION 5.01 Covenants of the Seller. Until the later of (i) the Termination Date and (ii) the date on which no Capital of or Yield on any Receivable Interest shall be outstanding and all Fees and other Seller Obligations are paid in full:

(a) Compliance with Laws, Etc. The Seller will comply in all respects with all applicable laws, rules, regulations and orders and preserve and maintain its corporate existence, rights, franchises, qualifications, and privileges except to the extent that the failure so to comply with such laws, rules and regulations or the failure so to preserve and maintain such rights, franchises, qualifications, and privileges would not reasonably be expected to have a Material Adverse Effect.

(b) Offices, Records and Books of Account. The Seller will keep its principal place of business and the office where it keeps its records concerning the Receivables at (i) the address of the Seller set forth under its name on the signature pages to this Agreement, or (ii) upon thirty (30) days' prior written notice to the Administrative Agent and the Managing Agents, at any other locations in jurisdictions where all actions reasonably requested by the Administrative Agent to protect and perfect the interest in the Receivables have been taken and completed. The Seller also will maintain and implement administrative and operating procedures (including, without limitation, an ability to recreate records evidencing Receivables and related Contracts in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables (including, without limitation, records adequate to permit the daily identification of each Receivable and all Collections of and adjustments to each existing Receivable).

(c) Performance and Compliance with Contracts and Credit and Collection Policy. The Seller will, at its expense, (i) timely and fully perform and comply in all material respects with all provisions, covenants and other promises required to be observed by it under the Contracts related to the Receivables and (ii) timely and fully comply in all material respects with the Credit and Collection Policy in regard to each Receivable and the related Contracts.

(d) Sales, Liens, Etc. The Seller will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim (except for Permitted Liens or the interest in favor of the Administrative Agent and the Indemnified Parties created pursuant to this Agreement) upon or with respect to, any Receivable, Related Security,

related Contract or Collections, or upon or with respect to any Blocked Account or Lock-Box or any other asset of the Seller, or assign any right to receive income in respect thereof.

(e) Extension or Amendment of Receivables and Contracts. Except as provided in Section 6.02(c), the Seller will not extend, amend or otherwise modify the terms of any Receivable or amend, modify or waive any term or condition of any Contract related thereto.

(f) Change in Business or Credit and Collection Policy. The Seller will not make any change in the character of its business or in the Credit and Collection Policy, except for any such change in the Credit and Collection Policy that would not impair the collectibility of any Receivable.

(g) Addition or Termination of Blocked Accounts and Lock-Boxes; Change in Payment Instructions to Obligors. The Seller will not add or terminate any bank as a Blocked Account Bank from those listed in Schedule II to this Agreement, or make any change in its instructions to Obligors regarding payments to be made in respect of the Receivables, unless the Administrative Agent and the Managing Agents shall have received notice of such addition, termination or change (including an updated Schedule II) and with respect to each new Lock-Box or Blocked Account, a fully executed Blocked Account Agreement.

(h) Deposits to Lock-Boxes and Blocked Accounts. The Seller will cause all Obligors to be instructed to remit all their payments in respect of Receivables to one of the Lock-Boxes or Blocked Accounts or to a Sub-Agent that has been instructed to remit payments to one of the Blocked Accounts. If the Seller shall receive any Collections directly, the Seller shall promptly (and in any event within one (1) Business Day) cause such Collections to be deposited into a Blocked Account. From and after the occurrence of a Lock-Box Event, the Seller will not permit any funds to be deposited into any Blocked Account other than Collections of Receivables, proceeds of accounts receivable generated under any Percent of Income Plan, Retail Services Payments, and prepayments made under any Balanced Payment Plan.

(i) Further Assurances; Change in Name or Jurisdiction of Origination, etc.

(i) The Seller agrees from time to time, at its expense, promptly to execute and deliver all further instruments and documents, and to take all further actions, that may be necessary or desirable, or that the Administrative Agent may reasonably request, to perfect, protect or more fully evidence the Receivable Interests purchased under this Agreement and/or security interest granted pursuant to this Agreement, or to enable any Managing Agent, any Conduit Purchaser, any Bank Purchaser or the Administrative Agent to exercise and enforce their respective rights and remedies under this Agreement. Without limiting the foregoing, the Seller will, upon the request of the Administrative Agent, execute and file such financing or continuation statements, or amendments thereto, and such other instruments and documents, that may be necessary or desirable, or that the Administrative Agent may reasonably request, to perfect, protect or evidence such Receivable Interests.

(ii) The Seller authorizes the Administrative Agent to file financing or continuation statements, and amendments thereto and assignments thereof, relating to the Receivables and the Related Security, the related Contracts and the Collections with respect thereto and the other Collateral described in Section 2.11 without the signature of the Seller. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement where permitted by law.

(iii) The Seller shall at all times be organized under the laws of the State of Delaware and shall not take any action to change its jurisdiction of organization.

(iv) The Seller will not change its name, identity or corporate structure unless the Administrative Agent and the Managing Agents shall have received at least thirty (30) days' advance written notice of such change and all action by the Seller necessary or appropriate to perfect or maintain the perfection of the Receivable Interests (including, without limitation, the filing of all financing statements and the taking of such other action as the Administrative Agent may request in connection with such change or relocation) shall have been duly taken.

(j) Reporting Requirements. The Seller will cause to be provided to the Administrative Agent and each Managing Agent the following:

(i) as soon as available and in any event within ninety (90) days after the end of each fiscal year of Columbia Gas of Pennsylvania, a consolidated balance sheet of Columbia Gas of Pennsylvania and its Subsidiaries as of the end of such fiscal year and the related consolidated statements of income, cash flows and changes in common stockholders' equity for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, certified by a Financial Officer of Columbia Gas of Pennsylvania as having been prepared in conformity with generally accepted accounting principles consistently applied;

(ii) as soon as available and in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of Columbia Gas of Pennsylvania, a consolidated balance sheet of Columbia Gas of Pennsylvania and its Subsidiaries, as of the end of such quarter and the related consolidated statement of income for such quarter and for the portion of Columbia Gas of Pennsylvania's fiscal year ended at the end of such quarter, and the related consolidated statement of cash flows for the portion of Columbia Gas of Pennsylvania's fiscal year ended at the end of such quarter, setting forth in each case in comparative form (A) for the consolidated balance sheet, the figures as of the end of Columbia Gas of Pennsylvania's previous fiscal year, (B) for the consolidated statement of income, the figures for the corresponding quarter and the corresponding portion of Columbia Gas of Pennsylvania's previous fiscal year and (C) for the consolidated statement of cash flows, the figures for the corresponding portion of Columbia Gas of Pennsylvania's previous fiscal year; the delivery of such financial statement shall constitute a certification (subject to

normal year-end adjustments) as to fairness of presentation and conformity with generally accepted accounting principles consistently applied;

(iii) as soon as (and if) available and in any event within ninety (90) days after the end of each fiscal year of NiSource, a Form 10-K for NiSource which will include an audited consolidated balance sheet of NiSource and its Consolidated Subsidiaries as of the end of such fiscal year and the related audited consolidated statements of income, cash flows and changes in common stockholders' equity for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on in a manner acceptable to the United States Securities and Exchange Commission by independent public accountants of nationally recognized standing; provided, however, that such Form 10-K need not be provided if it is available, within the above referenced time period, via the EDGAR system of the United States Securities and Exchange Commission ("EDGAR") on the Internet;

(iv) as soon as (and if) available and in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of NiSource , a Form 10-Q for NiSource which will include a consolidated balance sheet of NiSource and its Consolidated Subsidiaries, as of the end of such quarter and the related consolidated statement of income for such quarter and for the portion of NiSource's fiscal year ended at the end of such quarter, and the related consolidated statement of cash flows for the portion of NiSource's fiscal year ended at the end of such quarter, setting forth in each case in comparative form (A) for the consolidated balance sheet, the figures as of the end of NiSource's previous fiscal year, (B) for the consolidated statement of income, the figures for the corresponding quarter and the corresponding portion of NiSource's previous fiscal year and (C) for the consolidated statement of cash flows, the figures for the corresponding portion of NiSource's previous fiscal year; the delivery of such financial statement shall constitute a certification (subject to normal year-end adjustments) as to fairness of presentation and conformity with generally accepted accounting principles consistently applied; provided, however, that such Form 10-Q need not be provided if it is available, within the above referenced time period, via EDGAR on the Internet;

(v) as soon as available and in any event within ninety (90) days after the end of the fourth fiscal quarter of each fiscal year of the Seller and, within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Seller, a balance sheet of the Seller as of the end of such quarter and a statement of income and retained earnings of the Seller for the period commencing at the end of the previous fiscal year and ending with the end of such quarter, certified by a Financial Officer of the Seller as having been prepared in accordance with generally accepted accounting principles consistently applied;

(vi) as soon as possible and in any event within five (5) Business Days after obtaining knowledge of the occurrence of each Event of Termination or Incipient Event of Termination, a statement of a Financial Officer of the Seller

setting forth details of such Event of Termination or Incipient Event of Termination and the action that the Seller has taken and proposes to take with respect thereto;

(vii) promptly after the sending or filing thereof, copies of all reports that NiSource files with the SEC or distributes to its shareholders; provided, however, that such reports need not be provided if they are available via EDGAR on the Internet;

(viii) promptly after the filing or receiving thereof, copies of all reports and notices that the Seller or any Affiliate files under ERISA with the Internal Revenue Service or the Pension Benefit Guaranty Corporation or the U.S. Department of Labor or that the Seller or any Affiliate receives from any of the foregoing or from any multiemployer plan (within the meaning of Section 4001(a)(3) of ERISA) to which the Seller or any Affiliate is or was, within the preceding five (5) years, a contributing employer, in each case in respect of the assessment of withdrawal liability or an event or condition which could, in the aggregate, result in the imposition of liability on the Seller and/or any such Affiliate in excess of $50,000,000, other than the liability for payment of amounts required to satisfy a minimum funding requirement standard under ERISA Section 302, or an alternative minimum funding standard under ERISA Section 305, provided that such required funding amounts do not include any waived funding deficiency with the meaning of ERISA Section 302;

(ix) at least thirty (30) days prior to any change in the name or jurisdiction of organization of any Transaction Party, a notice setting forth the new name or jurisdiction of organization, as applicable, and the effective date thereof;

(x) promptly and in any event within five (5) Business Days after the Seller obtains knowledge thereof, notice of any "Event of Termination" or "Facility Termination Date" under the Sale Agreement;

(xi) as soon as possible and in any event no later than the day of occurrence thereof, notice that the Originator has stopped selling to the Seller, pursuant to the Sale Agreement, all newly arising Receivables;

(xii) at the time of the delivery of the financial statements provided for in clause (v) of this paragraph, a certificate of a Financial Officer of the Seller to the effect that, to the best of such officer's knowledge, no Event of Termination or Incipient Event of Termination has occurred and is continuing or, if any Event of Termination or Incipient Event of Termination has occurred and is continuing, specifying the nature and extent thereof;

(xiii) promptly after receipt thereof, copies of all notices received by the Seller from the Originator under the Sale Agreement;

(xiv) promptly upon learning thereof, notice of any downgrade in the Debt Rating (or the withdrawal by either S&P or Moody's of a Debt Rating) of any Transaction Party, setting forth the Debt affected and the nature of such change (or withdrawal);

(xv) at least thirty (30) days prior to any resignation or termination of the Person acting as the independent director as required pursuant to Section 5.01(k), a notice setting forth the name of the replacement independent director and the effective date of such resignation or termination, as applicable, and replacement; provided, however, if such resignation or termination is at the initiative of the independent director, the Seller shall provide notice thereof to the Administrative Agent and each Managing Agent within three (3) Business Days of the Seller's actual knowledge thereof.

(xvi) promptly after the occurrence thereof any event or condition that has had, or could reasonably be expected to have, a Material Adverse Effect; and

(xvii) such other information respecting the Receivables or the condition or operations, financial or otherwise, of any Transaction Party as the Administrative Agent or any Managing Agent may from time to time reasonably request.

(k) Separateness. (i) The Seller shall at all times maintain at least one independent director who (w) is not currently and has not been during the five (5) years preceding the date of this Agreement an officer, director or employee of an Affiliate of the Seller or any Other Company, (x) is not a current or former officer or employee of the Seller, (y) is not a stockholder of any Other Company or any of their respective Affiliates and (z) who (A) has prior experience as an independent director for a corporation whose charter documents required the unanimous consent of all independent directors thereof before such corporation could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state law relating to bankruptcy and (B) has at least three (3) years of employment experience with one or more entities that provide, in the ordinary course of their respective businesses, advisory, management or placement services to issuers of securitization or structured finance instruments, agreements or securities.

(ii) The Seller shall not direct or participate in the management of any of the Other Companies' operations.

(iii) The Seller shall conduct its business from an office separate from that of the Other Companies (but which may be located in the same facility as one or more of the Other Companies). The Seller shall have stationery and other business forms separate from that of the Other Companies.

(iv) The Seller shall at all times be adequately capitalized in light of its contemplated business.

(v) The Seller shall at all times provide for its own operating expenses and liabilities from its own funds except that common overhead expenses may be shared by the Seller and the Other Companies on a basis reasonably related to use.

(vi) The Seller shall maintain its assets and transactions separately from those of the Other Companies and reflect such assets and transactions in financial statements separate and distinct from those of the Other Companies and evidence such assets and transactions by appropriate entries in books and records separate and distinct from those of the Other Companies. The Seller shall hold itself out to the public under the Seller's own name as a legal entity separate and distinct from the Other Companies. The Seller shall not hold itself out as having agreed to pay, or as being liable, primarily or secondarily, for, any obligations of the Other Companies.

(vii) The Seller shall not maintain any joint account with any Other Company or become liable as a guarantor or otherwise with respect to any Debt or contractual obligation of any Other Company.

(viii) The Seller shall not make any payment or distribution of assets with respect to any obligation of any Other Company or grant an Adverse Claim on any of its assets to secure any obligation of any Other Company.

(ix) The Seller shall not make loans, advances or otherwise extend credit to any of the Other Companies except as expressly contemplated by the Sale Agreement.

(x) The Seller shall hold regular duly noticed meetings of its Board of Directors, make and retain minutes of such meetings and otherwise observe all corporate formalities.

(xi) The Seller shall have bills of sale (or similar instruments of assignment) and, if appropriate, UCC-1 financing statements, with respect to all assets purchased from any of the Other Companies, in each case to the extent such bills of sale and UCC-1 financing statements would be customarily prepared in transactions with non-Affiliates.

(xii) The Seller shall not engage in any transaction with any of the Other Companies, except as permitted by this Agreement and as contemplated by the Sale Agreement.

(xiii) The Seller shall prepare its financial statements separately from those of any of the Other Companies and shall ensure that any consolidated financial statements of any Other Company that are filed with the Securities and Exchange Commission or any other governmental agency or are furnished to any creditors of any Other Company do not treat any of the Pool Receivables as an asset of the Originator, except to the extent required by generally accepted accounting principles.

(xiv) The Seller shall take such other actions as are necessary on its part to ensure that the facts and assumptions set forth in the opinion issued by Schiff Hardin LLP in connection with the closing of this Agreement and relating to substantive consolidation issues, and in the certificates accompanying such opinion, remain true and correct in all material respects at all times.

(l) Transaction Documents. The Seller will not terminate, amend, waive or modify, or consent to any termination, amendment, waiver or modification of, any provision of any Transaction Document or grant any other consent or other indulgence under any Transaction Document, in each case without the prior written consent of the Administrative Agent and the Required Managing Agents. The Seller will perform all of its obligations under the Sale Agreement and will enforce the Sale Agreement in accordance with its terms. The Seller will take all actions to perfect and enforce its rights and interests (and the rights and interests of the Administrative Agent, the Managing Agents and the Purchasers as assignees of Seller) under the Sale Agreement as the Administrative Agent may from time to time reasonably request, including, without limitation, making claims to which it may be entitled under any indemnity, reimbursement or similar provision contained in the Sale Agreement.

(m) Nature of Business. The Seller will not engage in any business other than the purchase of Receivables, Related Security and Collections from the Originator and the transactions contemplated by this Agreement and the Sale Agreement. The Seller will not create or form any Subsidiary.

(n) Mergers, Etc. The Seller will not merge with or into or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions), all or substantially all of its assets (whether now owned or hereafter acquired) to, or acquire all or substantially all of the assets or capital stock or other ownership interest of, or enter into any joint venture or partnership agreement with, any Person, other than as contemplated by this Agreement and the Sale Agreement.

(o) Distributions, Etc. The Seller will not declare or make any dividend payment or other distribution of assets, properties, cash, rights, obligations or securities on account of any equity interests of the Seller, or return any capital to its equity holders as such, or purchase, retire, defease, redeem or otherwise acquire for value or make any payment in respect of any equity of the Seller or any warrants, rights or options to acquire any equity of the Seller, now or hereafter outstanding; provided, however, that the Seller may declare and pay cash dividends out of Collections available for such purpose pursuant to the Transaction Documents so long as (i) no Event of Termination shall then exist or would occur as a result thereof, (ii) such dividends are in compliance with all applicable law, and (iii) such dividends have been approved by all necessary and appropriate corporate action of the Seller and its board of directors.

(p) Debt. The Seller shall not create, incur, guarantee, assume or suffer to exist any indebtedness or other liabilities, whether direct or contingent, other than (i) as a result of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business, (ii) the incurrence of obligations under this Agreement, (iii) the incurrence of other obligations pursuant to, and, as expressly contemplated in, the Sale Agreement, and (iv) the incurrence of operating expenses in the ordinary course of business.

(q) Certificate of Incorporation and By-Laws. The Seller will not amend, modify or delete (or permit any amendment, modification or deletion of) (i) the definition of "Independent Director" in its certificate of incorporation as in effect on the date hereof or (ii) any other provision of its certificate of incorporation or by-laws as in effect on the date hereof if, pursuant to the terms thereof, such amendment, modification or deletion requires the consent of the Independent Director thereunder.

(r) Tangible Net Worth. The Seller will maintain Tangible Net Worth at all times equal to at least five percent (5.0%) of the Outstanding Balance of all Non-Defaulted Receivables at such time.

(s) Taxes. The Seller will file all tax returns and reports required by law to be filed by it and will promptly pay all taxes and governmental charges at any time owing, except such as are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established. The Seller will pay when due any taxes payable in connection with the Receivables, exclusive of taxes on or measured by income or gross receipts of the Administrative Agent, the Managing Agents, the Conduit Purchasers or the Bank Purchasers.

(t) Treatment as Sales. The Seller shall not account for or treat (whether in financial statements or otherwise) the transactions contemplated by the Sale Agreement in any manner other than as the sale and/or absolute conveyance of Receivables by the Originator to the Seller.

(u) Investments. The Seller shall not make any loans to, advances to, investments in or otherwise acquire any capital stock or equity security of, or any equity interest in, any other Person.

SECTION 5.02 Agreed Upon Procedures. Until the later of (i) the Termination Date and (ii) the date on which no Capital of or Yield on any Receivable Interest shall be outstanding and all Fees and other Seller Obligations have been paid in full, each of the Seller and the Servicer shall from time to time, upon the request of the Administrative Agent and at the expense of the Seller or the Servicer, as applicable (A) cause independent public accountants or others satisfactory to the Administrative Agent and the Required Managing Agents to furnish to the Administrative Agent and the Managing Agents reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables and/or a written report of agreed upon procedures conducted by such accountants or others with respect to the Pool Receivables, Credit and Collection Policy, Blocked Account activity and the Seller's performance of its obligations under this Agreement and the Receivables Sale Agreement on a scope and in a form reasonably requested by the Administrative Agent for such agreed upon procedures, (B) during regular business hours permit the Administrative Agent and each Managing Agents or their respective agents or representatives (x) to conduct periodic agreed upon procedures with respect to the Receivables, the Related Security and the related books and records and collections systems of the Seller or the Servicer, as the case may be, (y) to examine and make copies of and abstracts from all books, records and documents (including, without limitation, computer tapes and disks) in the possession or under the control of the Seller or the Servicer, as the case may be, relating to Receivables and the Related Security, including, without limitation, the Contracts, and (z) to visit the offices and properties of the Seller or the Servicer, as the case may be, for the purpose of

examining such materials described in clause (y) above, and to discuss matters relating to Pool Receivables and the Related Security or the Seller's or the Servicer's performance under the Transaction Documents or under the Contracts with any of the officers or employees of the Seller or the Servicer, as the case may be, having knowledge of such matters. Notwithstanding the foregoing, so long as no Event of Termination has occurred and is continuing, (i) the Administrative Agent will not cause more than one (1) agreed upon procedures review pursuant to clause (A) above to be conducted in any calendar year, and (ii) the Administrative Agent and each Managing Agent will give the Seller three (3) Business Days' prior notice of any examination conducted pursuant to clause (B) above.

ARTICLE VI

ADMINISTRATION AND COLLECTION OF RECEIVABLES

SECTION 6.01 Designation of Servicer. The servicing, administration and collection of the Receivables shall be conducted by the Servicer so designated hereunder from time to time. Until the Administrative Agent gives notice to the Seller of the designation of a new Servicer, Columbia Gas of Pennsylvania is hereby designated as, and hereby agrees to perform the duties and obligations of, the Servicer pursuant to the terms hereof. Columbia Gas of Pennsylvania may not resign from the obligations and liabilities hereby imposed on it. The Administrative Agent at any time with the prior written consent of the Required Managing Agents, may designate as Servicer any Person (including itself) to succeed Columbia Gas of Pennsylvania or any successor Servicer, on such terms and conditions as the Administrative Agent and such successor Servicer shall agree, provided, that such successor Servicer shall administer the Receivables in accordance with the applicable rules and regulations of the Pennsylvania Public Utility Commission. The Servicer may, with the prior consent of the Administrative Agent and the Required Managing Agents, subcontract with any other Person for the servicing, administration or collection of the Receivables. Any such subcontract shall not affect the Servicer's liability for performance of its duties and obligations pursuant to the terms hereof.

SECTION 6.02 Duties of Servicer. (a) The Servicer shall take or cause to be taken all such actions as may be necessary or advisable to collect each Receivable from time to time, all in accordance in all material respects with applicable laws, rules and regulations (including the applicable rules and regulations of the Pennsylvania Public Utility Commission), with reasonable care and diligence, and in accordance with the Credit and Collection Policy. The Seller, each Managing Agent, each Purchaser and the Administrative Agent hereby appoint the Servicer, from time to time designated pursuant to Section 6.01, as their agent to enforce their respective rights and interests in the Receivables, the Related Security and the related Contracts. In performing its duties as Servicer, the Servicer shall exercise the same care and apply the same policies as it would exercise and apply if it owned such Receivables and shall act in such manner as it reasonably deems to be in the best interests of the Purchasers, the Managing Agents and the Administrative Agent. Following the occurrence and during the continuation of a Servicer Default the Administrative Agent (in consultation with the Managing Agents) shall have the sole right to direct the Servicer to commence or settle any legal action to enforce collection of any Receivable or any Related Security with respect thereto.

(b) The Servicer shall administer the Collections in accordance with Section 2.04. If so instructed in writing by the Administrative Agent following the occurrence of an Event of Termination, the Servicer shall transfer to the Administrative Agent (by wire transfer of funds to the account specified by the Administrative Agent) all Collections set aside or required to be set aside for the Administrative Agent or any Purchaser pursuant to Section 2.04 by the Business Day following the Servicer's receipt of such Collections.

(c) If no Servicer Default shall have occurred and be continuing, Columbia Gas of Pennsylvania, while it is the Servicer, may, in accordance with the Credit and Collection Policy, extend the maturity or adjust the Outstanding Balance of any Receivable as the Servicer deems appropriate to maximize Collections thereof, provided that the classification of any such Receivable as a Defaulted Receivable shall not be affected by any such extension. Following the occurrence and during the continuation of a Servicer Default, the Servicer may grant such extensions or adjustments only with the prior written consent of the Administrative Agent and the Required Managing Agents. In no event shall the Servicer be entitled to make any Purchaser, any Managing Agent or the Administrative Agent a party to any litigation involving the Transaction Documents or the Receivables without such Purchaser's, such Managing Agent's or the Administrative Agent's prior written consent.

(d) The Servicer shall hold in trust for the Seller, the Administrative Agent, each Managing Agent and each Purchaser, in accordance with their respective interests, all documents, instruments and records (including, without limitation, computer tapes or disks) which evidence or relate to Receivables. The Servicer shall mark the Seller's and the Originator's master data processing records evidencing the Receivables with a legend, reasonably acceptable to the Administrative Agent, evidencing that Receivable Interests therein have been sold. At the request of the Administrative Agent following a Servicer Default, the Servicer shall mark each invoice which evidence or relate to Receivables with a legend, reasonably acceptable to the Administrative Agent, evidencing that Receivable Interests therein have been sold and shall deliver to the Administrative Agent a copy (which may be in electronic form) of each invoice evidencing each Receivable.

(e) The Servicer shall, as soon as practicable following receipt and identification thereof, and in any event within two (2) Business Days, turn over to the Seller or such other Person as may be entitled thereto any cash collections or other cash proceeds received in any Blocked Account and not constituting Collections of Receivables, including, without limitation, any proceeds of accounts receivable generated under any Percent of Income Plan, Retail Services Payments, or prepayments made under any Balanced Payment Plan.

(f) The Servicer shall, from time to time at the request of the Administrative Agent following the occurrence and during the continuation of any Event of Termination, furnish to the Administrative Agent and the Managing Agents (promptly after any such request) a calculation of the amounts set aside for the Purchasers, the Managing Agents and the Administrative Agent pursuant to Section 2.04.

(g) On or prior to the second (2^{nd}) Business Day prior to each Settlement Date and at such other times and covering such other periods (but no more frequently than weekly) as the Administrative Agent may request, the Servicer shall prepare and forward to the

Administrative Agent and the Managing Agents a Monthly Report relating to the Receivables as of the close of business on the last day of the immediately preceding calendar month or such other period, as the case may be; provided that at any time when NiSource's Debt Ratings are (a) BB+ by S&P and Ba1 by Moody's, or (b) either (x) unrated or less than or equal to BB by S&P or (y) unrated or less than or equal to Ba2 by Moody's, the Servicer shall provide the Monthly Report relating to the Receivables to the Administrative Agent and the Managing Agents on a weekly basis.

(h) From and after the occurrence of an Event of Termination or at any time when NiSource's Debt Ratings are either withdrawn by either S&P or Moody's or below either (x) BB by S&P or (y) Ba2 by Moody's, the Servicer shall, from time to time at the request of the Administrative Agent or any Managing Agent, prepare and forward to the Administrative Agent and the Managing Agents a Daily Report on each Business Day relating to the Receivables as of the close of business of the immediately preceding Business Day.

SECTION 6.03 Certain Rights of the Administrative Agent. (a) The Administrative Agent is hereby authorized at any time to instruct the Obligors of Pool Receivables, or any of them, to make payment of all amounts payable under any Pool Receivable to any account designated by the Administrative Agent and the Seller or the Servicer shall, at the Administrative Agent's request, send notices to the Obligors of Pool Receivables, or any of them, instructing them to make payment in the manner requested by the Administrative Agent. At any time during the Liquidation Period or after a Lock-Box Event, the Administrative Agent may have each Blocked Account and Lock-Box transferred into the name of the Administrative Agent and/or assume exclusive control of the Blocked Accounts and Lock-Boxes, and may take such actions to effect such transfer or assumption as it may determine to be necessary or appropriate (including, without limitation, delivering the notices attached to the Blocked Account Agreements).

(b) At any time following the designation of a Servicer other than Columbia Gas of Pennsylvania:

(i) At the Administrative Agent's request and at the Seller's expense, the Servicer shall (and if the Servicer shall fail to do so, the Administrative Agent may) notify each Obligor of Receivables of the ownership of Receivable Interests under this Agreement and direct that payments be made directly to the Administrative Agent or its designee.

(ii) At the Administrative Agent's request and at the Seller's or the Servicer's expense, the Seller and the Servicer shall (A) assemble all of the documents, instruments and other records (including, without limitation, computer tapes and disks) that evidence or relate to the Receivables and the related Contracts and Related Security, or that are otherwise necessary or desirable to collect the Receivables, and shall make the same available to the Administrative Agent at a place selected by the Administrative Agent or its designee, and (B) segregate all cash, checks and other instruments received by it from time to time constituting Collections of Receivables in a manner acceptable to the Administrative Agent and, promptly upon receipt, remit all such cash,

checks and instruments, duly indorsed or with duly executed instruments of transfer, to the Administrative Agent or its designee.

(c) Each of the Seller and the Servicer authorizes the Administrative Agent, and hereby irrevocably appoints the Administrative Agent as its attorney-in-fact coupled with an interest, with full power of substitution and with full authority in place of the Seller or the Servicer, following the occurrence and during the continuation of a Servicer Default, to take any and all steps in the Seller's or the Servicer's name and on behalf of the Seller or the Servicer that are necessary or desirable, in the determination of the Administrative Agent, to collect amounts due under the Receivables, including, without limitation, endorsing the Seller's, the Servicer's or the Originator's name on checks and other instruments representing Collections of Receivables and enforcing the Receivables and the Related Security and related Contracts.

(d) If replaced as Servicer, Columbia Gas of Pennsylvania agrees that it will (i) terminate, and (to the extent requested by the Administrative Agent) will cause each existing sub-servicer to terminate, its collection activities in a manner and to the extent requested by the Administrative Agent to facilitate the transition to a new Servicer and (ii) transfer to the Administrative Agent (or its designee), or (to the extent permitted by applicable law and contract) license to the Administrative Agent (or its designee) the use of, all software used in connection with the collection of the Receivables. (To the extent any such transfer or license would require the payment of any license fee or other amount the Servicer agrees to pay such fee or other amount out of its own funds promptly upon demand by the Administrative Agent.) The Servicer shall cooperate with and assist any successor Servicer in the performance of its responsibilities as Servicer (including, without limitation, providing access to, and transferring, to such successor Servicer all records related to the Receivables and allowing (to the extent permitted by applicable law and contract) the successor Servicer to use all licenses, hardware or software necessary or desirable to collect or obtain or store information regarding the Receivables).

(e) Following the occurrence of an Event of Termination, the Servicer shall, upon the request of the Administrative Agent acting (and if the Servicer fails to do so the Administrative Agent may itself) deliver a notice to all applicable Obligors, in form and substance satisfactory to the Administrative Agent, stating that (i) the Receivables have been sold to the Seller and ownership interests in the Receivables have been sold to the Purchasers hereunder and (ii) effective immediately all payments on the Receivables must be made without any setoff. Such notice shall be delivered by the Servicer as soon as practicable and in any event within three (3) Business Days after such written request by the Administrative Agent. From and after the date the Administrative Agent requests the Servicer to deliver such notice, (i) the Servicer shall require all payments by Obligors to be made without any setoff, and shall make available to the Administrative Agent such information as may be required to determine whether such payments are being so made and (ii) Columbia Gas of Pennsylvania and the Seller shall, and shall cause each other Transaction Party to, pay, or cause to be paid, when due all amounts (including, without limitation, in respect of credit card charges) owing by any Transaction Party to any Obligor without any set off of such amounts against Receivables due from such Obligor.

SECTION 6.04 Rights and Remedies. (a) If the Servicer or the Seller fails to perform any of its obligations under this Agreement, the Administrative Agent may (but shall not

be required to) itself perform, or cause performance of, such obligation; and the Administrative Agent's costs and expenses reasonably incurred in connection therewith shall be payable by the Servicer or the Seller, as applicable.

(b) The Seller and the Servicer shall perform their respective obligations under the Contracts related to the Receivables to the same extent as if Receivable Interests had not been sold and the exercise by the Administrative Agent on behalf of the Purchasers of their rights under this Agreement shall not release the Servicer or the Seller from any of their duties or obligations with respect to any Receivables or related Contracts. None of the Administrative Agent, any Managing Agent, any Conduit Purchaser or any Bank Purchaser shall have any obligation or liability with respect to any Receivables or related Contracts, nor shall any of them be obligated to perform the obligations of the Seller thereunder.

(c) In the event of any conflict between the provisions of Article VI of this Agreement and Article VI of the Sale Agreement, the provisions of this Agreement shall control.

(d) The Administrative Agent's rights and powers under this Article VI shall not subject the Administrative Agent to any liability if any action taken by it proves to be inadequate or invalid, nor shall such powers confer any obligation whatsoever upon the Administrative Agent.

SECTION 6.05 Covenants of the Servicer.

(a) Change in Credit and Collection Policy. The Servicer will not make any change in the Credit and Collection Policy except for any such change that would not (i) impair the collectibility of any Receivables or the ability of the Servicer to perform its obligations under this Agreement or (ii) otherwise be reasonably likely to have a Material Adverse Effect. In the event that the Servicer makes any material change to the Credit and Collection Policy, it shall, promptly following such change, provide the Administrative Agent and each Managing Agent with an updated Credit and Collection Policy and a summary of all material changes.

(b) Other Covenants. The Servicer shall perform and comply with all covenants required to be performed or observed by it pursuant to this Agreement and each other Transaction Document.

(c) Perfection and Priority of Security Interests. The Servicer shall, from time to time, at its expense, promptly deliver all instruments and documents and take all actions that may be necessary or desirable, or that the Administrative Agent or any Managing Agent may reasonably request, to perfect, protect or more fully evidence the Receivable Interests purchased under this Agreement and/or the first priority security interest granted pursuant to this Agreement. Without limiting the foregoing, the Servicer will, upon the request of the Administrative Agent or any Managing Agent, file such financing or continuation statements, or amendments thereto, and such other instruments and documents, that may be necessary or desirable, or that the Administrative Agent or any Managing Agent may reasonably request, to perfect, protect, evidence or maintain the priority of such Receivable Interests or security interest.

SECTION 6.06 Indemnities by the Servicer. Without limiting any other rights that the Administrative Agent, each Managing Agent, each Conduit Purchaser, each Bank Purchaser, each Affected Person or any of their respective Affiliates, officers, directors, agents and employees (each, a "Special Indemnified Party") may have hereunder or under applicable law, and in consideration of its appointment as Servicer, Columbia Gas of Pennsylvania hereby agrees to indemnify each Special Indemnified Party from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) (all of the foregoing being collectively referred to as "Special Indemnified Amounts") arising out of or resulting from any of the following (excluding, however, (a) Special Indemnified Amounts resulting from gross negligence or willful misconduct on the part of such Special Indemnified Party, (b) recourse for uncollectible Receivables or delayed payment thereon due to creditworthiness of the Obligors and (c) any income taxes or any other tax or fee measured by income incurred by such Special Indemnified Party arising out of or as a result of this Agreement or the ownership of Receivable Interests or in respect of any Receivable or any Contract):

(i) any representation or warranty or statement made or deemed made by the Servicer under or in connection with this Agreement, the Sale Agreement or any Monthly Report, Daily Report or other report delivered to any Special Indemnified Party which shall have been incorrect in any respect when made or deemed made;

(ii) the failure by the Servicer to comply with any applicable law, rule or regulation with respect to any Receivable or Contract;

(iii) the failure to have filed, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other applicable laws with respect to any Receivables, the Contracts and the Related Security and Collections in respect thereof, whether at the time of any purchase or reinvestment or at any subsequent time;

(iv) any failure of the Servicer to perform its duties or obligations in accordance with the provisions of this Agreement or any other Transaction Document;

(v) the commingling of Collections of Receivables at any time by the Servicer with other funds;

(vi) any action by the Servicer (other than an action required by the Transaction Documents) reducing or impairing the rights of the Administrative Agent, any Managing Agent, any Conduit Purchaser or any Bank Purchaser with respect to any Receivable or the value of any Receivable;

(vii) if Columbia Gas of Pennsylvania has been terminated by the Administrative Agent as the Servicer prior to the occurrence of a Servicer Default, any Servicer Fees or other costs and expenses payable to any replacement Servicer, to the extent in excess of the Servicer Fees payable to Columbia Gas of Pennsylvania in its capacity as Servicer hereunder;

(viii) any claim brought by any Person other than a Special Indemnified Party arising from any activity by the Servicer or its Affiliates in servicing, administering or collecting any Receivable; or

(ix) any change in the Credit and Collection Policy which impairs the collectibility of any Receivable or the ability of the Servicer to perform its obligations under this Agreement.

Notwithstanding anything to the contrary in this Agreement, solely for purposes of the Servicer's indemnification obligations in clauses (i) and (iv) of this Section 6.06, any representation, warranty or covenant qualified by the occurrence or non-occurrence of a Material Adverse Effect or similar concepts of materiality shall be deemed to be not so qualified.

ARTICLE VII

EVENTS OF TERMINATION

SECTION 7.01 Events of Termination. If any of the following events (each an "Event of Termination") shall occur and be continuing:

(a) (i) The Servicer shall fail to perform or observe any term, covenant or agreement under this Agreement (other than as referred to in clause (ii) of this subsection (a)) and such failure shall remain unremedied for five (5) Business Days after the earlier of (x) the first date on which the Servicer receives written notice thereof from the Administrative Agent or any Managing Agent or (y) the first date the Servicer has actual knowledge thereof, or (ii) any Transaction Party shall fail to make when due any payment or deposit to be made by it under this Agreement or any other Transaction Document; or

(b) Any representation or warranty made or deemed made by any Transaction Party (or any of their respective officers) under or in connection with this Agreement or any other Transaction Document or any certificate, report or other statement delivered by any Transaction Party pursuant to this Agreement or any other Transaction Document shall prove to have been incorrect or untrue in any material respect when made or deemed made or delivered; or

(c) (i) The Seller shall fail to perform or observe any term, covenant or agreement contained in Sections 5.01(a), 5.01(h) or 6.03(a), or (ii) the Seller shall fail to perform or observe any other term, covenant or agreement contained in this Agreement or any other Transaction Document on its part to be performed or observed and such failure shall remain unremedied for five (5) Business Days after the earlier of (x) the first date on which the Seller receives written notice thereof from the Administrative Agent or any Managing Agent or (y) the first date the Seller has actual knowledge thereof; or

(d) (i) Any Transaction Party shall default beyond any applicable period of grace in any payment of principal or interest on any indebtedness for any borrowed money for which such Transaction Party is liable in a principal amount then outstanding of $50,000,000 (or in the case of the Seller, $10,000) or more or (ii) any other event of default (other than a failure to pay principal or interest) shall occur under any mortgage, indenture, agreement or instrument

under which there may be issued, or by which there may be secured or evidenced, any indebtedness for any borrowed money for which any Transaction Party is liable in a principal amount then outstanding of $50,000,000 (or in the case of the Seller, $10,000) and either (A) the occurrence of such event shall result in such indebtedness becoming or being declared due and payable prior to the date on which it could otherwise become due and payable or (B) the occurrence of such event shall permit the holders of such indebtedness to declare such indebtedness to be due and payable prior to the date on which it would otherwise become due and payable; or

(e) Any purchase or any reinvestment pursuant to this Agreement shall for any reason cease to create, or any Receivable Interest shall for any reason cease to be, a valid and perfected first priority undivided percentage ownership or security interest to the extent of the pertinent Receivable Interest in each Pool Receivable and the Related Security and Collections with respect thereto; or the security interest created pursuant to Section 2.11 shall for any reason cease to be a valid and perfected first priority security interest in the collateral referred to in that Section; or

(f) Any Transaction Party 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 Transaction Party seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of forty-five (45) days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or any Transaction Party shall take any corporate or other action to authorize any of the actions set forth above in this subsection (f); or

(g) As of the last day of any calendar month, the Three-Month Default Ratio shall exceed 6.75%; or

(h) As of the last day of any calendar month, the Three-Month Dilution Ratio shall exceed 3.50%; or

(i) (x) As of the last day of any of the calendar months of December through May, the Three-Month Loss-to-Liquidation Ratio shall exceed 4.00% or (y) as of the last day of any of the calendar months of June through November, the Three-Month Loss-to-Liquidation Ratio shall exceed 10.50%; or

(j) The sum of the Receivable Interests shall exceed 100% except to the extent that Collections set aside and held for the benefit of the Purchasers pursuant to Section 2.04(b)(iii) would cause the sum of the Receivable Interests to be less than or equal to 100% if such funds were applied to the reduction of Capital; or

(k) There shall have occurred or shall exist any event or condition which has had or will have a Material Adverse Effect; or

(l) An "Event of Termination" shall occur under the Sale Agreement, or the Sale Agreement or the Performance Guaranty shall cease to be in full force and effect or any Transaction Party shall so state in writing; or

(m) Columbia Gas of Pennsylvania shall cease to own, directly or indirectly, all of the outstanding capital stock of the Seller, free and clear of any Adverse Claim (other than Permitted Liens) or a NiSource Change of Control shall occur; or

(n) The Internal Revenue Service shall file notice of a lien pursuant to Section 6323 of the IRC with regard to any of the assets of the Seller or the Originator and such lien shall not have been released within five (5) Business Days, or the Pension Benefit Guaranty Corporation shall, or shall indicate its intention to, file notice of a lien pursuant to Section 4068 of ERISA with regard to any of the assets of the Seller, the Originator or any Subsidiaries of the Originator; or

(o) One or more judgments, orders or decrees shall be entered against any Transaction Party involving in the aggregate a liability (not satisfied or fully covered by insurance) of $50,000,000 (or $10,000 in the case of the Seller) or more and either (i) all such judgments, orders or decrees shall not have been vacated, dismissed, discharged or otherwise satisfied, bonded or stayed within thirty (30) days from the entry thereof or (ii) with respect to any such judgments, orders or decrees for which enforcement has been stayed, there shall be any period of thirty (30) consecutive days during which a stay of enforcement of all such judgments, orders or decrees, by reason of a pending appeal or otherwise, shall not be in effect; or

(p) NiSource's Debt Rating shall be (i) withdrawn by either S&P or Moody's, or (ii) below either (x) BB- by S&P or (y) Ba3 by Moody's;

then, and in any such event, the Administrative Agent may, in its discretion, and shall (at the written direction of the Required Managing Agents) declare the Termination Date to have occurred (in which case the Termination Date shall be deemed to have occurred); provided that, automatically upon the occurrence of any event (without any requirement for the giving of notice) described in paragraph (f) of this Section 7.01, the Termination Date shall occur and Columbia Gas of Pennsylvania (if it is then serving as the Servicer) shall cease to be the Servicer, and the Administrative Agent or its designee shall become the Servicer. Upon any such declaration or designation or upon such automatic termination, each Managing Agent, each Conduit Purchaser, each Bank Purchaser and the Administrative Agent shall have, in addition to the rights and remedies which they may have under this Agreement, all other rights and remedies provided after default under the UCC and under other applicable law, which rights and remedies shall be cumulative.

ARTICLE VIII

THE ADMINISTRATIVE AGENT AND THE MANAGING AGENTS

SECTION 8.01 Authorization and Action. Each Purchaser hereby designates and appoints (i) BTMU to act as its agent hereunder and under each other Transaction Document, and (ii) the Managing Agent in its Purchaser Group to act as its agent hereunder and under each other Transaction Document, and authorizes the Administrative Agent and such Purchaser's Managing Agent, as the case may be, to take such actions as agent on its behalf and to exercise such powers as are delegated to the Administrative Agent or such Managing Agent by the terms of this Agreement and the other Transaction Documents together with such powers as are reasonably incidental thereto. Neither the Administrative Agent nor the Managing Agents shall have any duties or responsibilities, except those expressly set forth herein or in any other Transaction Document, or any fiduciary relationship with any Purchaser, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on the part of the Administrative Agent or the Managing Agents shall be read into this Agreement or any other Transaction Document or otherwise exist for the Administrative Agent or the Managing Agents. In performing its functions and duties hereunder and under the other Transaction Documents, (x) the Administrative Agent shall act solely as agent for the Purchasers, (ii) each Managing Agent shall act solely as agent for the Conduit Purchasers and Bank Purchasers in its Purchaser Group, and (iii) neither the Administrative Agent nor any Managing Agent shall be deemed to have assumed any obligation or relationship of trust or agency with or for any Transaction Party or any of such Transaction Party's successors or assigns. Neither the Administrative Agent nor any Managing Agent shall be required to take any action that exposes the Administrative Agent or such Managing Agent to personal liability or that is contrary to this Agreement, any other Transaction Document or applicable law. The appointment and authority of the Administrative Agent and the Managing Agents hereunder shall terminate upon the indefeasible payment in full of all Seller Obligations. Each Purchaser hereby authorizes the Administrative Agent to file each of the Uniform Commercial Code financing statements and to execute the Blocked Account Agreements on behalf of such Purchaser (the terms of which shall be binding on such Purchaser).

SECTION 8.02 Delegation of Duties. The Administrative Agent and the Managing Agents may execute any of their respective duties under this Agreement and each other Transaction Document by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither the Administrative Agent nor any Managing Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

SECTION 8.03 Exculpatory Provisions. None of the Administrative Agent, the Managing Agents or any of their respective directors, officers, agents or employees shall be (i) liable for any action lawfully taken or omitted to be taken by it or them under or in connection with this Agreement or any other Transaction Document (except for its, their or such Person's own gross negligence or willful misconduct), or (ii) responsible in any manner to any of the Purchasers for any recitals, statements, representations or warranties made by any Transaction Party contained in this Agreement, any other Transaction Document or any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement, or any other Transaction Document or for the value, validity,

effectiveness, genuineness, enforceability or sufficiency of this Agreement, or any other Transaction Document or any other document furnished in connection herewith or therewith, or for any failure of any Transaction Party to perform its obligations hereunder or thereunder, or for the satisfaction of any condition specified in Article III, or for the perfection, priority, condition, value or sufficiency of any collateral pledged in connection herewith. Neither the Administrative Agent nor any Managing Agent shall be under any obligation to any Purchaser to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this Agreement or any other Transaction Document, or to inspect the properties, books or records of the Transaction Parties. Neither the Administrative Agent nor any Managing Agent shall be deemed to have knowledge of any Event of Termination or Incipient Event of Termination unless the Administrative Agent or such Managing Agent, as applicable, has received notice from Seller or a Purchaser. No Managing Agent shall have any responsibility hereunder to any Purchaser other than the Purchasers in its Purchaser Group.

SECTION 8.04 Reliance by Administrative Agent and the Managing Agents. (a) The Administrative Agent shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to Seller), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent shall in all cases be fully justified in failing or refusing to take any action under this Agreement or any other Transaction Document unless it shall first receive such advice or concurrence of the Managing Agents, the Required Managing Agents or all of the Purchasers, as applicable, as it deems appropriate and it shall first be indemnified to its satisfaction by the Purchasers, provided that unless and until the Administrative Agent shall have received such advice, the Administrative Agent may take or refrain from taking any action, as the Administrative Agent shall deem advisable and in the best interests of the Purchasers. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, in accordance with a request of the Managing Agents or the Required Managing Agents or all of the Purchasers, as applicable, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Purchasers.

(b) Each Managing Agent shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to Seller), independent accountants and other experts selected by such Managing Agent. Each Managing Agent shall in all cases be fully justified in failing or refusing to take any action under this Agreement or any other Transaction Document unless it shall first receive such advice or concurrence of the Purchasers in its related Purchaser Group as it deems appropriate and it shall first be indemnified to its satisfaction by the Purchasers in its Purchaser Group, provided that unless and until such Managing Agent shall have received such advice, such Managing Agent may take or refrain from taking any action, as such Managing Agent shall deem advisable and in the best interests of the Purchasers in its related Purchaser Group. Each Managing Agent shall in all cases be fully protected in acting, or in refraining from acting, in accordance with a request of the Purchasers in its related Purchaser Group, and such request and any action taken or failure to act pursuant thereto shall be binding upon all such Purchasers.

SECTION 8.05 Non-Reliance on Administrative Agent and Other Purchasers. Each Purchaser expressly acknowledges that none of the Administrative Agent, the Managing Agents or any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates has made any representations or warranties to it and that no act by the Administrative Agent or any Managing Agent hereafter taken, including, without limitation, any review of the affairs of any Transaction Party, shall be deemed to constitute any representation or warranty by the Administrative Agent or such Managing Agent. Each Purchaser represents and warrants to the Administrative Agent and the Managing Agents that it has made and will continue to make, independently and without reliance upon the Administrative Agent, any Managing Agent or any other Purchaser and based on such documents and information as it has deemed appropriate, its own appraisal of and investigation into the business, operations, property, prospects, financial and other conditions and creditworthiness of each Transaction Party and the Receivables and made its own decision to enter into this Agreement, the other Transaction Documents and all other documents related hereto or thereto.

SECTION 8.06 Reimbursement and Indemnification. The Bank Purchasers agree to reimburse and indemnify the Administrative Agent, and the Bank Purchasers in each Purchaser Group agree to reimburse the Managing Agent for such Purchaser Group, and their respective officers, directors, employees, representatives and agents ratably according to their (a) Percentages (in the case of any reimbursement and indemnity obligations owing to its Managing Agent) or (b) Commitments (in the case of any reimbursement and indemnity obligations owing to the Administrative Agent), to the extent not paid or reimbursed by the Transaction Parties (i) for any amounts for which the Administrative Agent, in its capacity as Administrative Agent, or any Managing Agent, acting in its capacity as a Managing Agent, is entitled to reimbursement by the Transaction Parties hereunder and (ii) for any other expenses incurred by the Administrative Agent, in its capacity as Administrative Agent, or any Managing Agent, acting in its capacity as a Managing Agent, and acting on behalf of its related Purchasers, in connection with the administration and enforcement of this Agreement and the other Transaction Documents.

SECTION 8.07 Administrative Agent and the Managing Agents in their Individual Capacities. The Administrative Agent, each Managing Agent and each of their respective Affiliates may make loans to, accept deposits from and generally engage in any kind of business with Seller or any Affiliate of Seller as though it were not the Administrative Agent or a Managing Agent hereunder. With respect to the acquisition of Receivable Interests pursuant to this Agreement, the Administrative Agent and each Managing Agent shall have the same rights and powers under this Agreement in its individual capacity as any Purchaser and may exercise the same as though it were not the Administrative Agent or a Managing Agent, and the terms "Managing Agent" and "Managing Agents" shall include the Administrative Agent in its individual capacity and the terms "Bank Purchaser," "Purchaser," "Bank Purchasers" and "Purchasers" shall include the Administrative Agent and each Managing Agent in its individual capacity.

SECTION 8.08 Successor Administrative Agent. The Administrative Agent may, upon five (5) days' notice to Seller and the Purchasers resign as Administrative Agent. If the Administrative Agent shall resign, then the Required Managing Agents during such five-day period shall appoint from among the Managing Agents a successor Administrative Agent. If for any reason no successor Administrative Agent is appointed by the Required Managing Agents

during such five-day period, then effective upon the termination of such five day period, the Managing Agents shall perform all of the duties of the Administrative Agent hereunder and under the other Transaction Documents and Seller and the Servicer (as applicable) shall make all payments in respect of the Seller Obligations directly to the applicable Managing Agents and for all purposes shall deal directly with the Managing Agents. After the effectiveness of any retiring Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Transaction Documents and the provisions of this Article VIII and Article IX shall continue in effect for its benefit with respect to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and under the other Transaction Documents.

SECTION 8.09 Successor Managing Agent. A Managing Agent may, upon five (5) days' notice to Seller, the Administrative Agent and the Purchasers in its Purchaser Group resign as Managing Agent. If a Managing Agent shall resign, then the Bank Purchasers in such Managing Agent's Purchaser Group shall appoint a successor managing agent during such five-day period. If for any reason no successor Managing Agent is appointed by such Bank Purchasers during such five-day period, then effective upon the termination of such five-day period, the Bank Purchasers in such Managing Agent's Purchaser Group shall perform all of the duties of the resigning Managing Agent hereunder and under the other Transaction Documents and Seller and the Servicer (as applicable) shall make all payments in respect of the Seller Obligations directly to the applicable Purchasers and for all purposes shall deal directly with such Purchasers. After the effectiveness of any retiring Managing Agent's resignation hereunder, the retiring Managing Agent shall be discharged from its duties and obligations hereunder and under the other Transaction Documents and the provisions of this Article VIII and Article IX shall continue in effect for its benefit with respect to any actions taken or omitted to be taken by it while it was a Managing Agent under this Agreement and under the other Transaction Documents.

ARTICLE IX

INDEMNIFICATION

SECTION 9.01 Indemnities by the Seller. Without limiting any other rights that the Administrative Agent, each Managing Agent, each Conduit Purchaser, each Bank Purchaser, each Affected Person or any of their respective Affiliates, officers, directors, agents and employees (each, an "Indemnified Party") may have hereunder or under applicable law, the Seller hereby agrees to indemnify each Indemnified Party from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) (all of the foregoing being collectively referred to as "Indemnified Amounts") arising out of or resulting from this Agreement or any other Transaction Document or the use of proceeds of purchases or reinvestments or the ownership of Receivable Interests or in respect of any Receivable or any Contract, excluding, however, (a) Indemnified Amounts resulting from gross negligence or willful misconduct on the part of such Indemnified Party, (b) recourse for uncollectible Receivables or delayed payment thereon due to creditworthiness of the Obligors and (c) any income taxes or any other tax or fee measured by income incurred by such Indemnified Party arising out of or as a result of this Agreement or the ownership of Receivable Interests or in

respect of any Receivable or any Contract. Without limiting or being limited by the foregoing, the Seller shall pay on demand to each Indemnified Party any and all amounts necessary to indemnify such Indemnified Party from and against any and all Indemnified Amounts relating to or resulting from any of the following:

(i) the failure of any Receivable represented by the Seller or the Servicer to be an Eligible Receivable hereunder to be an "Eligible Receivable" at the time of such representation;

(ii) any representation, warranty or statement made or deemed made by any Transaction Party (or any of their respective officers) under or in connection with this Agreement or any of the other Transaction Documents which shall have been incorrect in any respect when made;

(iii) the failure by any Transaction Party to comply with any applicable law, rule or regulation with respect to any Receivable or the related Contract; or the failure of any Receivable or the related Contract to conform to any such applicable law, rule or regulation;

(iv) the failure to vest (a) in the Purchasers a first priority perfected undivided percentage ownership interest, to the extent of each Receivable Interest, in the Receivables and the Related Security and Collections in respect thereof, or (b) in the Administrative Agent a first priority perfected security interest in all of the property described in Section 2.11, in each case free and clear of any Adverse Claim;

(v) the failure to have filed, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other applicable laws with respect to any Receivables and the Related Security and Collections in respect thereof, whether at the time of any purchase or reinvestment or at any subsequent time;

(vi) any dispute, claim or defense (other than discharge in bankruptcy) of an Obligor to the payment of any Receivable (including, without limitation, a defense based on such Receivable or the related Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from the sale of the merchandise, goods or services related to such Receivable or the furnishing or failure to furnish such merchandise, goods or services or relating to collection activities with respect to such Receivable;

(vii) any failure of any Transaction Party to perform its duties or obligations in accordance with the provisions hereof and each other Transaction Document or to perform its duties or obligations under the Contracts or to timely and fully comply in all respects with the applicable Originator's Credit and Collection Policy in regard to each Receivable and the related Contract;

(viii) any products liability, environmental or other claim arising out of or in connection with merchandise, goods or services which are the subject of any Contract or any credit card issued by the Originator or any Contract related thereto;

(ix) the commingling of Collections of Receivables at any time with other funds;

(x) any investigation, litigation or proceeding (actual or threatened) related to this Agreement or any other Transaction Document or the use of proceeds of purchases or reinvestments or the ownership of Receivable Interests or in respect of any Receivable or Related Security or Contract;

(xi) any failure of any Transaction Party to comply with its covenants contained in this Agreement or any other Transaction Document;

(xii) any setoff with respect to any Receivable;

(xiii) any claim brought by any Person other than an Indemnified Party arising from any activity by the Seller or any Affiliate of the Seller in servicing, administering or collecting any Receivable; or

(xiv) the failure by any Transaction Party to pay when due any taxes, including, without limitation, sales, excise or personal property taxes.

Notwithstanding anything to the contrary in this Agreement, solely for purposes of the Seller's indemnification obligations in this Article IX, any representation, warranty or covenant qualified by the occurrence or non-occurrence of a Material Adverse Effect or similar concepts of materiality shall be deemed to be not so qualified.

ARTICLE X

MISCELLANEOUS

SECTION 10.01 No Waiver; Amendments, Etc. No failure on the part of any Managing Agent, any Conduit Purchaser, any Bank Purchaser or the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. No amendment or waiver of any provision of this Agreement or consent to any departure by any Transaction Party therefrom shall be effective unless in a writing signed by the Administrative Agent and the Required Managing Agents (and, in the case of any amendment, also signed by the Seller), and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall, unless in writing and signed by the Servicer in addition to the Administrative Agent and the Required Managing Agents, affect the rights or duties of the Servicer under this Agreement; provided, further, that no amendment, waiver or consent shall, unless in writing and signed by each Managing Agent in addition to the Administrative Agent:

(a) change (directly or indirectly) the definitions of Eligible Receivable, Lock-Box Event, Default Ratio, Defaulted Receivable, Dilution Reserve Percentage, Loss-to-Liquidation Ratio, Net Receivables Pool Balance, Loss Reserve Percentage, Yield Reserve Percentage or Total Reserves contained in this Agreement, or increase the then existing Concentration Limit for any Obligor or change the calculation of Receivable Interest as set forth in such definition;

(b) reduce the amount of Capital or Yield that is payable on account of any Receivable Interest or delay any scheduled date for payment thereof;

(c) reduce fees (including, without limitation, the Facility Fees, Commitment Fees and Excess Commitment Fees) payable by the Seller to any Managing Agent, any Conduit Purchaser or any Bank Purchaser or delay the dates on which such fees are payable;

(d) extend the Scheduled Commitment Termination Date (except as set forth in Section 11.02);

(e) change or waive any Event of Termination;

(f) change or waive any of the provisions of Section 2.04(c);

(g) waive the representations and warranties set forth on Annex F and referred to in Section 4.01(t);

(h) consent to any waiver of the representations and warranties set forth on Annex A to the Sale Agreement;

and provided, further, that no amendment, waiver or consent shall increase the Commitment of any Bank Purchaser unless in writing and signed by such Bank Purchaser.

SECTION 10.02 Notices, Etc. All notices and other communications hereunder shall, unless otherwise stated herein, be in writing (which shall include facsimile communication) and faxed or delivered, to each party hereto, at its address set forth under its name on the signature pages hereof or at such other address as shall be designated by such party in a written notice to the other parties hereto. Notices and communications by facsimile shall be effective when sent (and shall be followed by hard copy sent by regular mail), and notices and communications sent by other means shall be effective when received.

SECTION 10.03 [Reserved.]

SECTION 10.04 Costs and Expenses. In addition to the rights of indemnification granted under Section 9.01 hereof, the Seller agrees to pay on demand all reasonable costs and expenses in connection with the preparation, execution, delivery and administration (including periodic auditing and the other activities contemplated in Section 5.02, subject to the limitations described therein) of this Agreement, any Liquidity Asset Purchase Agreement and the Transaction Documents, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent, each Managing Agent, each Conduit Purchaser, each Bank Purchaser and their respective Affiliates with respect thereto and with

respect to advising the Administrative Agent, such Managing Agent, such Conduit Purchaser, such Bank Purchaser and their respective Affiliates as to their rights and remedies under this Agreement. In addition, the Seller agrees to pay on demand all costs and expenses (including reasonable counsel fees and expenses), of the Administrative Agent, each Managing Agent, each Conduit Purchaser, each Bank Purchaser and their respective Affiliates, incurred in connection with the enforcement of this Agreement and the Transaction Documents.

SECTION 10.05 No Proceedings. Each of the Seller, the Administrative Agent, each Managing Agent, each Bank Purchaser, the Servicer, each assignee of a Receivable Interest or any interest therein and each Person which enters into a commitment to purchase Receivable Interests or interests therein hereby agrees that it will not institute against any Conduit Purchaser any proceeding of the type referred to in Section 7.01(f) so long as any commercial paper, promissory notes or other senior indebtedness issued by such Conduit Purchaser shall be outstanding or there shall not have elapsed one year plus one day since the last day on which any such commercial paper, promissory notes or other senior indebtedness shall have been outstanding.

SECTION 10.06 Confidentiality. (a) The Seller and the Servicer each agrees to maintain the confidentiality of the Transaction Documents in communications with third parties and otherwise; provided that the Transaction Documents may be disclosed (i) to the legal counsel and auditors of the Seller and the Servicer if they agree to hold it confidential, and (ii) to the extent required by applicable law or regulation or by any court, regulatory body or agency having jurisdiction over such party.

(b) Each Purchaser, each Managing Agent and the Administrative Agent agrees to maintain the confidentiality of all proprietary information with respect to the Seller, the Servicer or the Receivables furnished or delivered to it pursuant to this Agreement; provided, that such information may be disclosed (i) to such party's legal counsel and auditors if they agree to hold such information confidential, (ii) to such party's assignees and participants and potential assignees and participants and their respective counsel if they agree to hold it confidential, (iii) to the rating agencies and the providers of credit enhancement or liquidity for any Conduit Purchaser, and (iv) to the extent required by applicable law or regulation or by any court, regulatory body or agency having jurisdiction over such party; and provided, further, that such party shall have no obligation of confidentiality in respect of any information which may be generally available to the public or becomes available to the public through no fault of such party.

SECTION 10.07 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES) EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE INTERESTS OF THE ADMINISTRATIVE AGENT, THE MANAGING AGENTS, THE CONDUIT PURCHASERS AND THE BANK PURCHASERS IN THE RECEIVABLES AND ANY OTHER COLLATERAL DESCRIBED IN SECTION 2.11 ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 10.08 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

SECTION 10.09 Integration; Binding Effect; Survival of Termination. This Agreement and the other Transaction Documents executed by the parties hereto on the date hereof contain the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns (including any trustee in bankruptcy). Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms and shall remain in full force and effect until the later of (i) the Termination Date and (ii) the date on which no Capital of or Yield on any Receivable Interest shall be outstanding and all Fees and other Seller Obligations are paid in full; provided, however, that rights and remedies with respect to any breach of any representation and warranty made by the Seller pursuant to Article IV, (including, without limitation, those representations and warranties set forth on Annex F) and the provisions of Sections 2.08, 2.09, 6.06, 9.01, 10.04, 10.05 and 10.06 shall survive any termination of this Agreement.

SECTION 10.10 Consent to Jurisdiction. (a) Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of any New York State or Federal court sitting in New York City in any action or proceeding arising out of or relating to this Agreement, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. The parties hereto hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the Seller and the Servicer consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in Section 10.02. Nothing in this Section 10.10 shall affect the right of any Managing Agent, any Conduit Purchaser, any Bank Purchaser or the Administrative Agent to serve legal process in any other manner permitted by law.

SECTION 10.11 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.

SECTION 10.12 Limitation of Liability. No claim may be made by any Transaction Party or any other Person against any Managing Agent, any Purchaser, the Administrative Agent or their respective Affiliates, directors, officers, employees, attorneys or agents (each a "Purchaser Party") for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Transaction Document, or any act, omission or event occurring in connection herewith or therewith, except with respect to any claim arising out of the willful misconduct or gross negligence of such Purchaser Party; and each of the Seller and the Servicer hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

SECTION 10.13 Intent of the Parties. (a) It is the intention of the parties hereto that each purchase of Receivable Interests shall convey to the applicable Purchasers, to the extent of such Receivable Interests, an undivided interest in the Receivables and the Related Security and Collections in respect thereof and that such transaction shall constitute a purchase and sale and not a secured loan for all purposes other than for United States federal, state and local income tax purposes. If, notwithstanding such intention, the conveyance of the Receivable Interests from the Seller shall ever be recharacterized as a secured loan and not a sale, it is the intention of the parties hereto that this Agreement shall constitute a security agreement under applicable law, and that the Seller shall be deemed to have granted to the Administrative Agent for the benefit of the Purchasers a duly perfected first priority security interest in all of the Seller's right, title and interest in, to and under the Receivables and Related Security and Collections in respect thereof, free and clear of Adverse Claims other than Permitted Liens.

(b) The Seller has structured the Transaction Documents with the intention that the Receivable Interests and the obligations of the Seller hereunder will be treated under United States federal, and applicable state, local and foreign tax law as debt (the "Intended Tax Treatment"). The Seller, Columbia Gas of Pennsylvania, the Administrative Agent, each Managing Agent, each Conduit Purchaser and each Bank Purchaser agree to file no tax return, or take any action, inconsistent with the Intended Tax Treatment. Each assignee and each participant acquiring an interest in a Receivable Interest, by its acceptance of such assignment or participation, agrees to comply with the immediately preceding sentence.

SECTION 10.14 Release Upon Termination. On the date following the Termination Date on which all outstanding Capital and Yield is reduced to zero and all other Seller Obligations are paid in full, the Administrative Agent shall, at the expense of the Seller, promptly deliver any document or agreement reasonably requested by the Seller to evidence the termination of the interests of the Administrative Agent and the Purchasers in the Receivables, Related Security, the Blocked Accounts and the Lock-Boxes (including, without limitation, UCC-3 termination statement and notices terminating the Blocked Account Agreements).

SECTION 10.15 Limited Recourse. Notwithstanding anything to the contrary contained herein, the obligations of each Conduit Purchaser under this Agreement are solely the obligations of such Conduit Purchaser and shall be payable at such time as funds are received by or are available to such Conduit Purchaser in excess of funds necessary to pay in full all outstanding commercial paper issued by it and, to the extent funds are not available to pay such

obligations, the claims relating thereto shall not constitute a claim against such Conduit Purchaser but shall continue to accrue. Each party hereto agrees that the payment of any claim (as defined in Section 101 of Title 11, United States Code (Bankruptcy)) of any such party shall be subordinated to the payment in full of all commercial paper of each Conduit Purchaser. No recourse under any obligation, covenant or agreement of any Conduit Purchaser contained in this Agreement shall be had against any member, manager, officer, director, employee or agent of any Conduit Purchaser, any Bank Purchaser, any Managing Agent, the Administrative Agent or any of their Affiliates (solely by virtue of such capacity) by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly understood and agreed that this Agreement is solely an obligation of the Administrative Agent, the Managing Agents, the Conduit Purchasers and the Bank Purchasers, respectively, individually, and that no personal liability whatever shall attach to or be incurred by any incorporator, stockholder, officer, director, member, employee or agent of any Managing Agent, any Conduit Purchaser, any Bank Purchaser, the Administrative Agent or any of their Affiliates (solely by virtue of such capacity) under or by reason of any of the obligations, covenants or agreements of the Administrative Agent, any Managing Agent, any Conduit Purchaser or any Bank Purchaser contained in this Agreement, or implied therefrom, and that any and all personal liability for breaches by the Administrative Agent, any Managing Agent, any Conduit Purchaser or any Bank Purchaser of any of such obligations, covenants or agreements, either at common law or at equity, or by statute, rule or regulation, of every such member, manager, officer, director, employee or agent is hereby expressly waived as a condition of and in consideration for the execution of this Agreement; provided that the foregoing shall not relieve any such Person from any liability it might otherwise have as a result of fraudulent actions taken or omissions made by them.

SECTION 10.16 USA PATRIOT Act. Each party hereto that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act") hereby notifies the Seller and the Servicer that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Seller and the Servicer, which information includes the name and address of each of the Seller and the Servicer and other information that will allow such Person to identify the Seller and the Servicer in accordance with the Act.

ARTICLE XI

ASSIGNMENTS; PARTICIPATIONS; RENEWAL

SECTION 11.01 Assignability. (a) Assignment by Conduit Purchasers. This Agreement and any Conduit Purchaser's rights and obligations hereunder (including ownership of each Receivable Interest) shall be assignable by such Conduit Purchaser and its successors and permitted assigns to any Eligible Assignee. The Managing Agent of such Conduit Purchaser shall notify the Administrative Agent and the Seller of any such assignment of a Receivable Interest or any interest therein. Each Conduit Purchaser in connection with may, in connection with an assignment or participation of a Receivable Interest or any interest therein, disclose to the assignee or participant any information relating to the Transaction Parties, including the Receivables, furnished to such assignor by or on behalf of any Transaction Party or by the Administrative Agent; provided that, prior to any such disclosure, the assignee or participant

agrees to preserve the confidentiality of any confidential information relating to the Transaction Parties received by it from any of the foregoing entities in a manner consistent with Section 10.07(b).

(b) Assignment by Bank Purchasers. Each Bank Purchaser may assign all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and any Receivable Interests or interests therein owned by it) to (x) without the consent of the Seller, any Eligible Assignee or (y) with the consent of the Seller, any other Person (such consent not to be unreasonably withheld or delayed); provided, however that

(i) each such assignment shall be of a constant, and not a varying, percentage of all rights and obligations under this Agreement,

(ii) the amount being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than the lesser of (x) $10,000,000 and (y) all of such Bank Purchaser's Commitment,

(iii) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register (as defined below), an Assignment and Acceptance, together with a processing and recordation fee of $3,500, and

(iv) concurrently with such assignment, it shall assign to such Eligible Assignee or such other Person an equal percentage of its rights and obligations under the Liquidity Asset Purchase Agreement to which such assignor Bank Purchaser is a party.

Upon such execution, delivery, acceptance and recording from and after the effective date specified in such Assignment and Acceptance, (x) the assignee thereunder shall be a party to this Agreement and, to the extent that rights and obligations under this Agreement have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Bank Purchaser thereunder and (y) the assigning Bank Purchaser shall, to the extent that rights and obligations have been assigned by it pursuant to such Assignment and Acceptance, relinquish such rights and be released from such obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Bank Purchaser's rights and obligations under this Agreement, such Bank Purchaser shall cease to be a party hereto). In addition, each Bank Purchaser or any of its Affiliates may assign any of its rights (including, without limitation, rights to payment of Capital and Yield) under this Agreement to any Federal Reserve Bank without notice to or consent of any Transaction Party, any Conduit Purchaser, any Managing Agent or the Administrative Agent.

(c) Register. The Administrative Agent shall maintain at its address referred to on the signature page of this Agreement (or such other address of the Administrative Agent notified by the Administrative Agent to the other parties hereto) a copy of each Assignment and Acceptance delivered to it and accepted by it and a register for the recordation of the names and addresses of each Managing Agent, each Conduit Purchaser and each Bank Purchaser, the

Commitment of the Bank Purchasers and the aggregate outstanding Capital of the Receivable Interest or interests therein owned by each of the Conduit Purchasers and the Bank Purchasers from time to time (the "Register"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Seller, the Servicer, the Administrative Agent, the Managing Agents, the Conduit Purchasers and the Bank Purchasers may treat each Person whose name is recorded in the Register as a Managing Agent, Conduit Purchaser or Bank Purchaser, as the case may be, as such under this Agreement for all purposes of this Agreement. The Register shall be available for inspection by the Seller, the Managing Agents, the Conduit Purchasers and the Bank Purchasers at any reasonable time and from time to time upon reasonable prior notice.

(d) Procedure. Upon its receipt of an Assignment and Acceptance executed by an assigning Bank Purchaser, the Managing Agent of such Bank Purchaser and an Eligible Assignee or other Person, the Administrative Agent shall, if such Assignment and Acceptance has been duly completed, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Seller.

(e) Participations. Each Bank Purchaser may sell participations to one or more Eligible Assignees in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and the interests in the Receivable Interests owned by it); provided, however, that

(i) such Bank Purchaser's obligations under this Agreement (including, without limitation, its Commitment to the Seller hereunder) shall remain unchanged,

(ii) such Bank Purchaser shall remain solely responsible to the other parties to this Agreement for the performance of such obligations, and

(iii) concurrently with the sale of such participation, the selling Bank Purchaser shall sell to such bank or other entity a participation in an equal percentage of its rights and obligations under the Liquidity Asset Purchase Agreement to which such Bank Purchaser is a party.

The Administrative Agent, the Seller, the Managing Agents, the Conduit Purchasers and the Servicer shall have the right to continue to deal solely and directly with such Bank Purchaser in connection with such Bank Purchaser's rights and obligations under this Agreement.

(f) Assignments by Administrative Agent. This Agreement and the rights and obligations of the Administrative Agent herein shall be assignable by the Administrative Agent and its successors and assigns with the prior written consent of the Required Managing Agents; provided that in the case of an assignment to a Person that is not an Affiliate of the Administrative Agent, so long as no Event of Termination has occurred and is continuing, such assignment shall require the Seller's consent (not to be unreasonably withheld or delayed).

(g) No Assignment by Seller or Servicer. Neither the Seller nor the Servicer may assign any of its rights or obligations hereunder or any interest herein without the prior written consent of the Administrative Agent and each Required Managing Agent.

SECTION 11.02 Extension of Scheduled Commitment Termination Date. Seller may advise the Managing Agents in writing of its desire to extend the Scheduled Commitment Termination Date for an additional 364 days, provided such request is made not more than sixty (60) days prior to, and not less than forty-five (45) days prior to, the then current Scheduled Commitment Termination Date. Each Managing Agent, upon being so advised by Seller, shall promptly notify each Bank Purchaser in its related Purchaser Group of any such request and each such Bank Purchaser shall notify its related Managing Agent, Seller and the Administrative Agent of its decision to accept or decline the request for such extension no later than thirty (30) days after receipt of such request (it being understood that each Bank Purchaser may accept or decline such request in its sole discretion and on such terms as it may elect, and the failure to so notify its related Managing Agent, Seller and the Administrative Agent shall be deemed an election not to extend by such Bank Purchaser). In the event that any Bank Purchaser declines the request to extend the Scheduled Commitment Termination Date (each such Bank Purchaser being referred to herein as a "Non-Renewing Bank Purchaser"), and the Commitment of such Non-Renewing Bank Purchaser is not assigned to another Person in accordance with the terms of this Article XI prior to the then current Scheduled Commitment Termination Date, the then current Scheduled Commitment Termination Date shall not be extended.

SECTION 11.03 Additional Purchaser Groups. Upon Seller's request with approval of the Administrative Agent and each Managing Agent, an additional Purchaser Group may be added to this Agreement at any time by the execution and delivery of a Joinder Agreement by the members of such proposed additional Purchaser Group, Seller, the Servicer, the Administrative Agent and each Managing Agent, and execution and delivery of a reaffirmation of the Performance Guaranty, which execution and delivery shall not be unreasonably refused by such parties. Upon the effective date of such Joinder Agreement, (i) each Person specified therein as a "Conduit Purchaser" shall become a party hereto as a Conduit Purchaser, entitled to the rights and subject to the obligations of a Conduit Purchaser hereunder, (ii) each Person specified therein as a "Bank Purchaser" shall become a party hereto as a Bank Purchaser, entitled to the rights and subject to the obligations of a Bank Purchaser hereunder, (iii) each Person specified therein as a "Managing Agent" shall become a party hereto as a Managing Agent, entitled to the rights and subject to the obligations of a Managing Agent hereunder and (iv) the Program Limit shall be increased by an amount equal to the aggregate Commitments of the Bank Purchasers party to such Joinder Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

SELLER: COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: _____
Name: David J. Vajda
Title: Vice President, Treasurer and Chief Risk Officer

200 Civic Center Drive
Columbus, Ohio 43215
Attention: Assistant Treasurer
Facsimile: (219) 647-6116

SERVICER: COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name: Vincent V. Rea
Title: Assistant Treasurer

200 Civic Center Drive
Columbus, Ohio 43215
Attention: Assistant Treasurer
Facsimile: (219) 647-6116

MANAGING AGENT: THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name:
Title: VAN DUSENBURY
SENIOR VICE PRESIDENT

1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Facsimile: (212) 782-6448

CONDUIT PURCHASER: VICTORY RECEIVABLES CORPORATION

By: _____
Name:
Title:

c/o The Bank of Tokyo-Mitsubishi UFJ, LTD.,
New York Branch
1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Facsimile: (212) 782-6448

BANK PURCHASER: THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name:
Title:

1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Facsimile: (212) 782-6448

MANAGING AGENT: THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name:
Title:

1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Facsimile: (212) 782-6448

CONDUIT PURCHASER: VICTORY RECEIVABLES CORPORATION

By: Frank B. Bilotta
Name: Frank BIlotta
Title: President

c/o The Bank of Tokyo-Mitsubishi UFJ, LTD.,
New York Branch
1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Facsimile: (212) 782-6448

BANK PURCHASER: THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name:
Title:

1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Facsimile: (212) 782-6448

MANAGING AGENT: THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name:
Title:

1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Facsimile: (212) 782-6448

CONDUIT PURCHASER: VICTORY RECEIVABLES CORPORATION

By: _____
Name:
Title:

c/o The Bank of Tokyo-Mitsubishi UFJ, LTD.,
New York Branch
1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Facsimile: (212) 782-6448

BANK PURCHASER: THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name: CHI-CHENG CHEN
Title: AUTHORIZED SIGNATORY

1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Facsimile: (212) 782-6448

ADMINISTRATIVE AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____

Name: VAN DUSENBURY
Title: SENIOR VICE PRESIDENT

1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Facsimile: (212) 782-6448

SCHEDULE I

Commitments; Purchaser Groups

At any time during the months of December, January, February, March, April and May:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$75,000,000	$75,000,000
		TOTAL	$75,000,000	$75,000,000

At any time during the months of June, July, August, September, October and November:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$20,000,000	$20,000,000
		TOTAL	$20,000,000	$20,000,000

SCHEDULE II

Lock Boxes and Blocked Accounts

Bank	Deposit Account and Related Lock-Box
U.S. Bank National Association	Account: 130110616229 Lock-Box: 742537 Address: PO Box 742537, Cincinnati, Ohio 45274-2537
JP Morgan Chase Bank, N.A.	4352476
PNC Bank, National Association	1010935277

ANNEX A

Form of Assignment and Acceptance

(attached)

FORM OF ASSIGNMENT AND ACCEPTANCE

Dated [_____]

Reference is made to the Receivables Purchase Agreement, dated as of March 15, 2010, by and among Columbia Gas of Pennsylvania Receivables Corporation, as the Seller, Columbia Gas of Pennsylvania, Inc., as the Servicer, the Conduit Purchasers and Bank Purchasers from time to time party thereto, the Managing Agents from time to time party thereto and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Administrative Agent, as the same may be amended, supplemented or otherwise modified from time to time (the "Agreement"). Terms defined in the Agreement are used herein with the same meaning.

[*Assigning Purchaser*] (the "Assignor") and [*Eligible Assignee*] (the "Assignee"), hereby agree as follows:

1. Purchase and Sale of Interest. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, an interest in and to all of the Assignor's rights and obligations under the Agreement as of the date hereof (including, without limitation, its Commitment and all Receivables Interests owned by it) equal to the percentage (the "Percentage") interest specified on the signature page hereto. After giving effect to such sale and assignment, the Assignee's Commitment will be as set forth in Section 2 of the signature page hereto. [As consideration for the sale and assignment contemplated in this Section 1, the Assignee shall pay to the Assignor on the Effective Date (as hereinafter defined) in immediately available funds an amount equal to $[_____], representing the purchase price payable by the Assignee for the Receivables Interests sold and assigned to the Assignee under this Section 1.]*

2. Representations and Disclaimers of Assignor. The Assignor:

A. represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim;

B. makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Transaction Document or any other instrument or document furnished pursuant thereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any Transaction Document or any other instrument or document furnished pursuant thereto; and

C. makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Transaction Party or the performance or observance by any Transaction Party of any of its respective obligations under the Transaction Documents or any other instrument or document furnished pursuant thereto.

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* Include bracketed text if Assignor holds a portion of the Receivables Interests on the Effective Date.

3. Representations and Agreements of Assignee. The Assignee:

A. confirms that it has received a copy of the Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01(j) of the Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance;

B. agrees that it will, independently and without reliance upon the Administrative Agent, any Managing Agent, the Assignor or any other Purchaser and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Agreement;

C. (x) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Agreement and the other Transaction Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto and (y) appoints and authorizes [_____] to take such action as agent on its behalf and to exercise such powers under the Agreement and the other Transaction Documents as are delegated to a Managing Agent by the terms thereof, together with such powers as are reasonably incidental thereto;

D. agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Agreement and this Assignment and Acceptance are required to be performed by it as a [Bank][Conduit] Purchaser;

E. specifies as its address for notices the office set forth beneath its name on the signature pages hereof;

F. represents that this Assignment and Acceptance has been duly authorized, executed and delivered by the Assignee pursuant to its corporate powers and constitutes the legal, valid and binding obligation of the Assignee; and

G. if the Assignee is organized under the laws of a jurisdiction outside the United States, (i) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Agreement or such other documents as are necessary to indicate that all such payments are subject to such taxes at a rate reduced by an applicable tax treaty and (ii) agrees to provide the Administrative Agent (to the extent permitted by applicable law) with similar forms for each subsequent tax year of the Assignee in which payments are to be made to the Assignee under the Agreement.

4. Effectiveness of Assignment. Following the execution of this Assignment and Acceptance by the Assignor and the Assignee, it will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The effective date of this

Assignment and Acceptance shall be the date of acceptance thereof by the Administrative Agent, unless otherwise specified in Section 3 of the signature page hereto (the "Effective Date").

5. Rights of the Assignee. Upon such acceptance and recording by the Administrative Agent, as of the Effective Date, (i) the Assignee shall be a party to the Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a [Bank][Conduit] Purchaser thereunder and hereunder, (ii) the Assignee shall be a member of the Purchaser Group of which [_____] is the Managing Agent and (iii) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Agreement.

6. Payments. Upon such acceptance and recording by the Administrative Agent, from and after the Effective Date, the Administrative Agent, the Seller or the Servicer, as the case may be, shall make all payments under the Agreement in respect of the interest assigned hereby (including, without limitation, all payments of fees with respect thereto) to the Assignee in accordance with the Agreement. The Assignor and Assignee shall make all appropriate adjustments in payments under the Agreement for periods prior to the Effective Date directly between themselves.

7. **GOVERNING LAW. THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, *THE LAW OF THE STATE OF NEW YORK*.**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by their respective officers thereunto duly authorized, as of the date first above written.

Signature Page to

Columbia Gas of Pennsylvania Receivables Corporation

Assignment and Acceptance

Dated as of [_____]

Section 1.
Percentage: _____%

Section 2.
Assignee's Commitment as of the Effective Date: $_____

Capital of Receivables Interests held by Assignee as of the Effective Date: $_____

Section 3.
Effective Date:** _____, 20__

[NAME OF ASSIGNOR]

By:_____
Title:

[NAME OF ASSIGNEE]

By:_____
Title:

Address for Notices:

[Insert]

** This date should be no earlier than the date of acceptance by the Administrative Agent.

Accepted this _____ day of
_____, 20__

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as Administrative Agent

By:_____
Name:
Title:

[Consented to this _____ day of _____,
20__

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By:_____
Name:
Title:]

ANNEX B

Form of Blocked Account Agreement

(attached)

Multi-Party Blocked Account Agreement (this "Agreement")
Dated as of
March 15, 2010
among
Columbia Gas of Pennsylvania, Inc. ("CPA"), a Pennsylvania corporation
Columbia Gas of Pennsylvania Receivables Corporation (the "Seller"),
The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch,
as administrative agent pursuant to the
Receivables Purchase Agreement referred to below (the "Agent")
and
PNC Bank, National Association ("PNC Bank")

CPA maintains the deposit accounts identified on Schedule I hereto (each, an "Account", and collectively, the "Accounts") into which accounts checks and other items of payment ("Items") are deposited. The parties acknowledge that the provisions of the customary agreements for accounts of this type between PNC Bank and CPA shall apply to the extent not inconsistent.

CPA hereby informs PNC Bank that in connection with that certain Receivables Sale Agreement dated as of March 15, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Receivables Sale Agreement"), among CPA, as seller, and Seller, as purchaser, CPA has transferred all of its right, title and interest in and to the Accounts to the Seller. CPA hereby requests that the Account be retitled in the name of "Columbia Gas of Pennsylvania Receivables Corporation". CPA and the Seller hereby inform you that in connection with that certain Receivables Purchase Agreement dated as of March 15, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Receivables Purchase Agreement"), among the Seller, CPA, as initial servicer, the entities named therein as Conduit Purchasers and Bank Purchasers (collectively, the "Purchasers"), the entities named therein as Managing Agents, and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Administrative Agent, the Seller has transferred control in and to the Accounts to the Agent for the benefit of the Purchasers. In addition, Seller has granted the Agent a first priority security interest in all of its right, title and interest in and to the Accounts and all funds on deposit from time to time therein.

PNC Bank hereby confirms it is a "bank" within the meaning of Section 9-102 of the Uniform Commercial Code (the "UCC"), and that the Accounts constitute "deposit accounts" within the meaning of Section 9-102 of the UCC. PNC Bank hereby acknowledges that it is the intent of the parties in entering into this Agreement to grant to, and confer upon, the Agent "control" of the Accounts, as contemplated in Section 9-104 (and similar related provisions) of the UCC.

CPA, the Seller, the Agent and PNC Bank are entering into this Agreement to set forth their relative rights and duties with respect to the Accounts and all funds on deposit therein from time to time. Subject to the terms of this Agreement, PNC Bank acknowledges notice of the Agent's security interest in the Accounts.

1. Accounts. Until such time as PNC Bank shall have received a written notice, in a Timely Manner, from the Agent in the form of Exhibit A attached hereto (the "Notice"), funds on deposit from time to time in the Accounts shall be disbursed as the Seller may direct. Upon

PNC Bank's receipt of the Notice, in a Timely Manner, the Agent shall have the exclusive right to direct and provide instructions to PNC Bank as to the disposition of all amounts then or thereafter deposited in the Accounts, and PNC Bank shall not comply with any instruction from CPA or the Seller in connection with the Accounts. "Timely Manner" means receipt of the relevant notice, notice revocation or instruction at a time and in a manner affording PNC Bank a reasonable opportunity to act thereon not to exceed two business days after PNC's receipt of Notice. PNC Bank, after receipt of Notice and subject to its applicable availability policy in effect from time to time, will transfer on each banking day all available funds on deposit in the accounts by wire transfer, or other method of transfer mutually agreeable to PNC Bank and the Agent, as the Agent may from time to time direct PNC Bank in accordance with PNC Bank's usual and customary procedures for funds transfers. CPA, Seller and Agent agree that wire or other electronic funds transfers from the Accounts shall be subject to the terms of PNC Bank's standard agreements for such services. In the event of any inconsistency between this Agreement and the terms of such other agreements, the terms of this agreement shall control.

2. Reliance Upon Instructions. PNC Bank may rely upon, and shall be protected in acting, or refraining from acting upon the contents of any notice, including without limitation a Notice, or instructions that PNC Bank believes in good faith to be genuine and given by CPA or the Agent, as the case may be, without any independent investigation. PNC Bank shall have no duty to inquire into the authority of the person in giving such notice or instruction. In the event that PNC Bank receives conflicting notices or instructions prior to its receipt of Notice, PNC Bank will refrain from action and shall be entitled to take action in accordance with Section 19.

3. Information. PNC Bank will from time to time provide to CPA and, as requested by the Agent, the Agent information regarding the Accounts as such parties may reasonably request via utilization of PNC Bank's internet-based system then in effect.

4. Financing Documents. PNC Bank shall not be deemed to have any knowledge (imputed or otherwise) of: (a) any of the terms or conditions of the Receivables Purchase Agreement, the Receivables Sale Agreement or any document referred to therein or relating to any financing arrangement between CPA, the Seller, and the Agent, or any breach thereof, or (b) any occurrence or existence of a default. PNC Bank has no obligation to inform any person of such breach or to take any action in connection with any of the foregoing, except such actions regarding the Accounts as are specified in this Agreement. PNC Bank is not responsible for the enforceability or validity of the security interest in the Accounts.

5. Set-Off. PNC Bank agrees it shall not offset, charge, deduct or otherwise withdraw funds from the Accounts, except as permitted by Section 6.

6. Charges and Fees. PNC Bank may debit the Accounts for (a) any items (including, but not limited to, checks, drafts, Automatic Clearinghouse ("ACH") credits or wire transfers or other electronic transfers or credits) deposited or credited to the Accounts in error or which may be returned or otherwise not collected; (b) processing errors; (c) fees and expenses payable hereunder; (d) reasonable attorney's fees of PNC Bank's outside counsel for the review, negotiation and enforcement of this Agreement, which attorney's fees CPA and Seller hereby agrees to pay; (e) obligations and liabilities arising out of any cash management services provided by PNC Bank, including, but not limited to, Automated Clearing House transactions;

and (f) all charges, fees, commissions and expenses incurred by PNC Bank in providing services or otherwise in connection herewith; PNC Bank may charge the Accounts as permitted herein at such times as are in accordance with its customary practices for any item, fee, expense or other amount due PNC Bank as listed in clauses (a) through (f) of this Section. In the event that there are insufficient funds in the Account for any item, fee, expense or other amount due PNC Bank as listed in clauses (a) through (f) of this Section, Seller shall reimburse PNC Bank for same.

7. Liability. PNC Bank's duties and obligations shall be determined solely by the provisions of this Agreement and PNC Bank shall not be liable except for the performance of its duties and obligations as are set forth herein; provided, however, PNC Bank shall have no liability to any party to this Agreement or to any other party arising out of or in connection with this Agreement other than for it is gross negligence or willful misconduct. PNC Bank shall have no obligation to review, or confirm that any actions taken pursuant to this Agreement comply with, any other agreement or document. Substantial compliance by PNC Bank with its standard procedures for the services PNC Bank is providing hereunder shall be deemed to be the exercise by it of ordinary care. In no event shall PNC Bank be liable for any lost profits or for any indirect, special, consequential or punitive damages even if advised of the possibility or likelihood of such damages. This provision shall survive termination of the Agreement.

8. Indemnification. Seller agrees to indemnify PNC Bank for, and hold PNC Bank harmless from, all claims, demands, losses, liabilities and expenses (including attorneys' fees), resulting from or with respect to the services provided hereunder including, without limitation: (a) any action taken, or not taken, by PNC Bank in regard thereto in accordance with the terms of this Agreement; (b) Items, including, without limitation, any automated clearinghouse transactions, which are returned for any reason, and any adjustments or processing errors; and (c) any failure of the Seller to pay any invoice or charge of PNC Bank for services in respect to this Agreement, the Items, the Account or any amount owing to PNC Bank from Seller with respect thereto or to the service provided hereunder. To the extent of such indemnity, Seller agrees to reimburse PNC Bank for any amounts described in clause (b) of this Section in the event and to the extent that there are insufficient funds in the Accounts to cover any amounts described in clause (b) of this Section after receiving "Notice". Seller agree to pay within thirty (30) days of receipt thereof any documented invoice by PNC Bank under this indemnity. The indemnification provided for in this Section 8 does not apply to any cost or damage attributable to PNC Bank's gross negligence or willful misconduct. This indemnity shall survive the termination of this Agreement. If Seller fails to so repay PNC Bank the amounts described in clause (b) above, then Agent shall repay PNC Bank for such amounts immediately upon demand to the extent that Agent has given the Notice and such amounts were transferred from an Account at the direction of the Agent.

9. Failure to Perform. None of CPA, the Seller, the Agent or PNC Bank will be liable for any failure to perform its obligations when the failure arises out of causes beyond its control, including, without limitation, an act of a governmental regulatory/authority, an act of God, accident, equipment failure, labor disputes or system failure, provided it has exercised such diligence as the circumstances require.

10. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of New York. PNC Bank, CPA, the Seller and Agent hereby waive their respective rights to a trial by jury in any proceeding related to this Agreement.

11. No Extension of Credit. Nothing in this Agreement, unless otherwise agreed to in writing, or any course of dealing between CPA, the Seller, the Agent or PNC Bank, commits or obligates PNC Bank to extend any overdraft or other credit to CPA, the Seller or the Agent.

12. Amendments and Waivers. This Agreement may be amended or waived only in writing signed by CPA, the Seller, the Agent and PNC Bank.

13. Assignment. None of CPA, the Seller, the Agent or PNC Bank may assign or transfer any of its rights or obligations under this Agreement, except PNC Bank may assign or transfer its rights and obligations to any successor by merger of PNC Bank or to any financial institution that is directly or indirectly (a) in control of PNC Bank, (b) under the control of PNC Bank, or (c) under common control with PNC Bank, provided that in the event of an assignment to a financial institution that is directly or indirectly under the control of PNC Bank, PNC Bank agrees to remain primarily liable under this Agreement. This Agreement shall bind the respective successors and assigns of the parties and shall inure to the benefit of their respective successors and assigns.

14. Termination. PNC Bank may terminate this Agreement upon thirty (30) business days' prior written notice to CPA, the Seller and the Agent. The Agent may terminate this Agreement upon forty-five (45) days' prior written notice to PNC Bank. Neither CPA nor the Seller may terminate this Agreement without the prior written consent of the Agent. Any claim or cause of action of any party against any other relating to this Agreement which existed at the time of termination shall survive the termination. All mail received after the date specified in such notice of termination shall be returned by PNC Bank to the Agent by first class mail or such other means mutually agreeable to the Agent and PNC Bank. Notwithstanding the foregoing, PNC Bank may terminate this Agreement immediately upon contemporaneous written notice to the other parties in the event of suspected fraud, abuse, or other illegal activity in connection with the Accounts or this Agreement. Upon any such termination, PNC Bank will close the Accounts and transfer all funds therein to, or at the direction of, the Agent.

15. Entire Agreement. This Agreement constitutes the entire agreement and understanding, and supersedes all prior agreements and understandings, between CPA, the Seller, the Agent and PNC Bank relating to the services provided pursuant to this Agreement as of the date of this Agreement.

16. Notices. Any notices given pursuant to this Agreement shall be given by any commercially reasonable means and all notices shall be effective when received. Each written notice shall be addressed to the relevant address appearing below or at another address specified in a written notice by one party to the other.

If to CPA:

801 E. 86th Avenue
Merrillville, Indiana 46410
Attention: Assistant Treasurer

If to the Seller:

200 Civic Center Drive
Columbus, Ohio 43215
Attention: Assistant Treasurer

If to the Administrative Agent:

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch
1251 Avenue of the Americas
New York, NY 10020

If to PNC Bank:

PNC Bank, National Association
Treasury Management
Two PNC Plaza, 31st Floor
620 Liberty Avenue
Pittsburgh, PA 15222
Attn: Gabe Galioto

17. Counterparts. This Agreement may be executed by CPA, the Seller, the Agent and PNC Bank individually or in several separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

18. Rules. Use of the services provided pursuant to this Agreement is subject to all applicable laws, regulations, rules and funds transfer systems and clearing arrangements, whether or not PNC Bank is a party to such policies.

19. Right to Place Hold, Bankruptcy; Interpleader. If at any time: (a) PNC Bank, in good faith, is in doubt as to the action it should take under this Agreement or (b) Seller becomes subject to a voluntary or involuntary bankruptcy, reorganization, receivership or similar proceeding, or (c) PNC Bank is served with legal process which it in good faith believes prohibits the disbursement of the funds deposited in the Accounts, then PNC Bank shall have the right (i) to place a hold on the funds in all such Accounts until such time as it receives an appropriate court order or other assurance satisfactory to it as to the disposition of the funds in the Accounts, or (ii) to commence, at Seller's expense, an interpleader action in any competent Federal or State Court located in the Commonwealth of Pennsylvania, and otherwise to take no further action except in accordance with joint written instructions from CPA, Seller and Agent or in accordance with the final order of a competent court, served on PNC Bank.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the date first set forth above.

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By: _____
Name: Vincent V. Rea
Title: Assistant Treasurer

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name: David J. Vajda
Title: Vice President, Treasure and Chief Risk Officer

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as Agent

By: _____
Name: _____
Title: _____

SCHEDULE I
ACCOUNTS

Re: Multi-Party Blocked Account Agreement, dated as of March 15, 2010, by and among Columbia Gas of Pennsylvania, Inc., Columbia Gas of Pennsylvania Receivables Corporation, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, and PNC Bank

Account: 1010935277

EXHIBIT A
FORM OF NOTICE

[Letterhead of The Bank of Tokyo-Mitsubishi UFJ, *Ltd., New York Branch]*

To: PNC Bank, National Association
Treasury Management
Two PNC Plaza, 31st Floor
620 Liberty Avenue
Pittsburgh, PA 15222
Attn: Gabe Galioto

Re: CPA
Account Nos. _____

Ladies and Gentlemen:

Reference is made to the Multi-Party Blocked Account Agreement dated as of March 15, 2010 (the "Agreement") among Columbia Gas of Pennsylvania, Inc., Columbia Gas of Pennsylvania Receivables Corporation, us and you regarding the above-described accounts (the "Accounts"). In accordance with Section 1 of the Agreement, we hereby give you notice of our exercise of control of the Accounts.

Very truly yours,

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch
(As Agent)

By: _____
Name: _____
Title: _____

CH2\8409906.3

ANNEX C

Forms of Contracts

(attached)

ANNEX D

Credit and Collection Policy

(attached)

ANNEX E-1

Form of Monthly Report

(attached)

Columbia Gas of Pennsylvania Receivables Corp.

REPORT DATE: 2/28/2010

OBLIGOR INPUTS & CALCULATION

		A1 / P1			A2 / P2			NR / NR			NR / NR			NR / NR			NR / NR			A2 / P2	
	OBLIGOR :	BP ENERGY COMPANY (AMOCO)			SEQUENT ENERGY MANAGEMEN			COLUMBUS SOUTHERN			COLONIAL ENERGY			INTERSTATE GAS SUPPLY, INC			INC.			VIRGINIA POWER ENEI	
	CONC. % :	10.00%			5.00%			2.00%			2.00%			2.00%			2.00%			5.00%	
		Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $
FOR THE REPORTING PERIOD:																					

HISTORICAL NUMBERS

	NR / NR			NR / NR			NR / NR			A1 / P1			A1+			NR / NR			NR / NR			NR / NR
RGY MARKI	HESS CORPORATION			CNX GAS COMPANY LLC			CITIGROUP ENERGY, INC.			DB ENERGY			FORTIS ENERGY MARKETING & T			NEXTERA ENERGY POWER MARK			J.P. MORGAN VENTURES ENERGY			
	2.00%			2.00%			2.00%			10.00%			15.00%			2.00%			2.00%			
Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs

NR		A3 / P3			NR / NR			NR / NR			NR / NR			NR / NR			NR / NR			NR / NR		
COMPANY		PPL ENERGYPLUS, LLC			UNITED ENERGY TRADING, LLC			SCI FAYETTE-DEPT. OF CORRECT			YORK COGENERATION COMPANY			ADAMS RESOURCES MARKETING			EQUITABLE ENERGY			STATOIL NATURAL GAS LLC		
2.00%		3.00%			2.00%			2.00%			2.00%			2.00%			2.00%			2.00%		
Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess

	NR / NR			NR / NR			NR / NR			NR / NR			NR / NR			NR / NR			NR / NR			NR / NR			NR / NR	
	TOTAL GAS & POWER NO. AMERI			PACD Acquisition LLC			Thompson Potatoe Farm			Lehigh White Cement Company			Inc.			Glenn O. Hawbaker, Inc.			LOUIS DREYFUS ENERGY SREVIC			MACQUARIE COOK EN		
	2.00%			2.00%			2.00%			2.00%			2.00%			2.00%			2.00%			2.00%		
	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	

	NR / NR			NR / NR			A1 / P1			NR / NR			NR / NR			NR / NR			NR / NR			NR / NR
ERGY, LLC	Iberdrola Renewables Inc. (PPM En			COMMONWEALTH OF PENNSYLV			CARGILL, INCORPORATED			ES3 ONE SOURCE			DANSKIN INC			IPSCO KOPPEL TUBULARS CORP			CHURCH AND DWIGHT CO INC			UGI ENE
	2.00%			2.00%			10.00%			2.00%			2.00%			2.00%			2.00%			
Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs	Limit $	Excess	Outstandin gs

NR		NR / NR			A1 / P1			NR / NR			A3 / P3	
RGY SERVICES INC		WORLD KITCHEN INC			CATERPILLAR INC			UTZ QUALITY FOODS INC				
2.00%		2.00%			10.00%			2.00%				
Limit $	Excess	Outstandings	Limit $	Excess	Outstandings	Limit $	Excess	Outstandings	Limit $	Excess	TOTAL EXCESS	

Columbia Gas of Pennsylvania Receivables Corp.

REPORT DATE: 2/28/2010

MONTHLY INPUTS

	Sales (Net of Interco and CAP)	Collections (Net of Interco)	Current	1-30 DPD	31-60 DPD	61-90 DPD	91-120 DPD	121 + DPD	CAP Activity	Gross Charge Offs	Gross Charge Offs <120 DPD	Recoveries
FOR THE REPORTING PERIOD:												

HISTORICAL NUMBERS

0

ROLLFORWARD											AGING			
Dilution (Credit Adjustments)	Un-Billed A/R	Change in Un-Billed A/R	Receivables Beginning Balance	Sales	Collections	Net Charge-Offs	Dilution (Credit Adjustments)	CAP Activity Reversal	Receivables Ending Balance	<< CHECK >>	Total Aging	Current	Current %	1-30 DPD

										ELIGIBILITY				
1-30 DPD %	31-60 DPD	31-60 DPD %	61-90 DPD	61-90 DPD %	91-120 DPD	91-120 DPD %	121 + DPD	121+ DPD %	Total Aging %	Receivables End Balance	*Defaulted* Receivables (91+ DPD)	*Obligors with* > 10% 120+ DPD	Receivables from obligors who have filed *bankruptcy in* the past 12 months	*Generic* Payment Plan Receivables
											(-)	(-)	(-)	(-)

								YIELD RESERVE	CP OUTSTANDING			
Intercompany (Affiliate)	Off System Sale Receivables (w/ other contracts on Receivables)	All Government Receivables	All Payment Terms > 30 DPI	Off System Sale Receivables (Total Billed)	Off System Sale Receivables (Un-Billed)	Off System Sale Receivables (NET of A/P)	All Customer Deposits and Accrued Interest	Base Rate	CP Outstanding as of Previous Month End	Addition (+) or Reduction (-) in CP During Current Month	New CP Outstanding	Max Availability (Total Investment)
(-)	(-)			(-)	(-)	(+)						

Columbia Gas of Pennsylvania Receivables Corp.
MONTHLY REPORT

I. Total Investment

	CP Outstanding	Total Amount
1	CP Outstanding as of the Previous Month End	$0
2	Addition (+) or Reduction (-) in CP During Current Month	$0
3	**New CP Outstanding (Net Investment)**	$0

II. Portfolio Aging

	A	B	C	D	E	F	G
	Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	91- 120 Days Past Due	121+ Days Past Due	Total
4							

III. Portfolio Activity

	A	B	C	D	E	F	G	H
	Beginning Balance	New Sales	Collections	Net Charge-Offs	Total Dilution	CAP Activity		Ending Balance
5								

IV. Concentration Receivables

		A	B	C	D
	Obligor Name	Receivables	Concentration Limit ($)	Purchase Limit (%)	Excess Concentrations
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
6	*Total Excess Concentrations*				-

V. Net Receivable Balance

		(-)	(+)
7	Total Ending A/R		0
8	Defaulted Receivables (91+ DPD)		
9	Obligors with > 10% 120+ DPD		
10	Bankrupt		
11	Generic Payment Plan Receivables		
12			
13	Off System Sale Receivables		
14	Government Recievables > 10% of Ending A/R		
15			
16			
17			
18	Total Ineligible Receivables		
19	Un-Billed Receivables add back		
20	Total Eligible Receivables		
21	Customer Deposits >15% of Eligible Rec.		
22	Payment Terms>30 DPI (in aggregate > 5% of Total Eligible)		
23	Total Excess Concentrations		
24	**Net Receivable Balance**		0

VI. Performance Ratio Calculations

	A	B	C	D	E	F
	Default Ratio		Loss-to-Liquidation Ratio		Dilution Ratio	
Month	1-Month	3-Month Rolling Average	1-Month	3-Month Rolling	1-Month	3-Month Rolling Average

25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							

VII. Reserve Calculations

Loss Reserve

39 Loss Ratio
40 Loss Reserve Stress Factor
41 Loss Horizon Ratio
42 **Loss Reserve %**

Dilution Reserve

43 *Dilution Reserve Stress Factor*
44 Dilution Ratio
45 3-m Avg. Dilution Ratio
46 Expected Dilution
47 Dilution Spike
48 Dilution Horizon Ratio
49 Dynamic Volatility
50 **Dilution Reserve %**

Yield and Servicer Reserve

51 Base Rate
52 Default Rate
53 Servicer Fee
54 Stress Factor
55 Portfolio Turnover
56 **Yield Reserve %**

57 Total Reserve Floor %
58 Total Dynamic Reserve %

VIII. Computation of Investment

59 CP Outstanding
60 Net Receivable Balance
61 Total Reserve Floor %
62 Total Dynamic Reserve %

63 Aggregate Reserves Amount
64 Receivable Interest
65 **Maximum Possible Funding Amount (limit $275MM)** 0
66 **Mandatory Paydown (if needed)** 0

IX. Compliance Tests

	Current Month	
Current 3-month rolling average Default Ratio below		**Compliant**
Current 3-month rolling average L-to-L Ratio below		**Compliant**
Current 3-month rolling average Dilution Ratio below		**Compliant**
Is the NiSource Rated lower than BBB- AND Baa3 OR Is the NiSource Rated lower than BB+ OR Ba1 ?	NO	**Compliant**

By signing below, I attest to the accuracy and completeness of the above information. In addition to that, I certify that Columbia Gas of Pennsylvania Receivables Corp. has and continues to comply with all facility documentation,

covenants, representations and warranties as set out in the Receivables Purchase Agreement dated March 15, 2010.

x _____ x _____
Name: **Date:**

Title:

x _____ x _____
Name: **Date:**

ANNEX E-2

Form of Daily Report

(attached)

Columbia Gas of Pennsylvania Receivables Corp.
DAILY REPORT

Portfolio Aging

A	B	C	D	E	F	G
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	91- 120 Days Past Due	121+ Days Past Due	Total

Portfolio Activity

A	B	C	D	E	F	G	H
Beginning Balance	New Sales	Collections	Net Charge-Offs	Total Dilution	CAP Activity		Ending Balance

Total Ineligible Receivables	<< Same % as most recent monthly report >>
Un-Billed Receivables add back	
Total Eligible Receivables	
Customer Deposits >15% of Eligible Rec.	<< Same % as most recent monthly report >>
Payment Terms>30 DPI (in aggregate > 5% of Total Eligible)	<< Same % as most recent monthly report >>
Total Excess Concentrations	<< Same % as most recent monthly report >>
Net Receivable Balance	

Reserve Calculations

Loss Reserve %	<< Same % as most recent monthly report >>
Dilution Reserve %	<< Same % as most recent monthly report >>
Yield Reserve %	<< Same % as most recent monthly report >>
Total Reserve Floor %	
Total Dynamic Reserve %	<< Same % as most recent monthly report >>

Computation of Investment

CP Outstanding
Net Receivable Balance
Total Reserve Floor %
Total Dynamic Reserve %
Aggregate Reserves Amount
Receivable Interest

By signing below, I attest to the accuracy and completeness of the above information. In addition to that, I certify that Columbia Gas of Pennsylvania Receivables Corp. has and continues to comply with all facility documentation, covenants, representations and warranties as set out in the Receivables Purchase Agreement dated March 15, 2010.

x _____ x _____
Name: **Date:**
Title:

x _____ x _____
Name: **Date:**
Title:

ANNEX F

Additional Representations and Warranties of the Seller

1. This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in the Receivables, the Related Security and Collections with respect thereto and the Blocked Accounts and Lock-Boxes in favor of the Administrative Agent, for the benefit of the Indemnified Parties, which security interest is prior to all other Adverse Claims other than Permitted Liens, and is enforceable as such against the creditors of and purchasers from the Seller.

2. The Receivables constitute "accounts" within the meaning of the applicable UCC.

3. The Seller owns and has good title to the Receivables, the Related Security and Collections with respect thereto and the Blocked Accounts and Lock-Boxes, free and clear of any Adverse Claim, claim or encumbrance of any Person other than Permitted Liens.

4. The Seller has caused or will have caused, within ten (10) days, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Receivables, the Related Security and Collections with respect thereto (except with respect to Choice Marketer Receivables which are not Eligible Receivables, solely with respect to filings perfecting the transfer of such Receivables from the related Choice Marketer to the Originator) and the Blocked Accounts and Lock-Boxes granted to the Administrative Agent, for the benefit of the Indemnified Parties, hereunder.

5. Other than the security interest granted to the Administrative Agent, for the benefit of the Indemnified Parties, pursuant to this Agreement, the Seller has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Receivables, the Related Security and Collections with respect thereto or the Blocked Accounts or Lock-Boxes. The Seller has not authorized the filing of and is not aware of any financing statements against the Seller that include a description of collateral covering the Receivables, the Related Security and Collections with respect thereto or the Blocked Accounts or Lock-Boxes other than any financing statement relating to the security interest granted to the Administrative Agent, for the benefit of the Purchasers, hereunder or that has been terminated. The Seller is not aware of any judgment or tax lien filings against the Seller.

ANNEX G

FORM OF PURCHASE NOTICE

[Date]

The Bank of Tokyo-Mitsubishi UFJ, Ltd. New York Branch,
as Administrative Agent and a Managing Agent
1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Facsimile: (212) 782-6448

[MANAGING AGENT]

Re: PURCHASE NOTICE

Ladies and Gentlemen:

Reference is hereby made to that certain Receivables Purchase Agreement, dated as of March 15, 2010, by and among Columbia Gas of Pennsylvania Receivables Corporation, a Delaware corporation (the "Seller"), Columbia Gas of Pennsylvania, Inc., as Servicer, the Bank Purchasers, Conduit Purchasers and Managing Agents party thereto and The Bank of Tokyo-Mitsubishi UFJ, Ltd. New York Branch, as Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Receivables Purchase Agreement"). Capitalized terms used herein shall have the meanings assigned to such terms in the Receivables Purchase Agreement.

Each of you is hereby notified of the following purchase of Receivables Interest:

Purchase Price:	$_____
Date of Purchase:	_____
[Yield]:*	[Adjusted Eurodollar Rate][Base Rate]

* If Assignee Rate is to apply

The amount of the purchase price to be funded by each Purchaser Group is as follows:

BTMU Purchaser Group:	$_____
[PURCHASER GROUP]:	$_____

Please wire-transfer the proceeds of the purchase price in immediately available funds to the Seller's Account.

Please advise [Name] at telephone no. _____ if the Conduit Purchaser in your Purchaser Group will not be making this purchase.

In connection with the purchase to be made on the above listed "Date of Purchase" (the "Purchase Date"), the Seller hereby certifies that the following statements are true on the date hereof, and will be true on the Purchase Date (before and after giving effect to the proposed purchase):

(i) the representations and warranties contained in Sections 4.01 and 4.02 of the Receivables Purchase Agreement are correct on and as of the Purchase Date as though made on and as of such date;

(ii) no event has occurred and is continuing, or would result from the proposed purchase, that constitutes an Event of Termination, an Involuntary Bankruptcy Event or an Incipient Event of Termination; and

(iii) the Originator shall has sold or contributed to the Seller, pursuant to the Sale Agreement, all Receivables that arose on or prior to the Purchase Date.

Very truly yours,

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By: _____
Name:
Title:

ANNEX H

Form of Joinder Agreement

(attached)

FORM OF JOINDER AGREEMENT

Reference is made to the Receivables Purchase Agreement dated as of March 15, 2010 by and among Columbia Gas of Pennsylvania Receivables Corporation (the "Seller"), Columbia Gas of Pennsylvania, Inc., as the Servicer, the Bank Purchasers and Conduit Purchasers from time to time party thereto, the Managing Agents from time to time party thereto and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Administrative Agent for the Purchasers (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"). To the extent not defined herein, capitalized terms used herein have the meanings assigned to such terms in the Agreement.

_____ (the "New Managing Agent"), _____ (the "New Conduit Purchaser[s]"), _____ (the "New Bank Purchaser[s]"; and together with the New Managing Agent and New Conduit Purchaser[s], the "New Purchaser Group"), the Seller, the Servicer and the Administrative Agent agree as follows:

1. Pursuant to Section 11.03 of the Agreement, the Seller has requested that the New Purchaser Group agree to become a "Purchaser Group" under the Agreement.

2. The effective date (the "Effective Date") of this Joinder Agreement shall be the later of (i) the date on which a fully executed copy of this Joinder Agreement is delivered to the Administrative Agent and (ii) the date of this Joinder Agreement.

3. By executing and delivering this Joinder Agreement, each of the New Managing Agent, the New Conduit Purchaser[s] and the New Bank Purchaser[s] confirms to and agrees with each other party to the Agreement that (i) it has received a copy of the Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder Agreement; (ii) it will, independently and without reliance upon the Administrative Agent, the other Managing Agents, the other Purchasers or any of their respective Affiliates, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Agreement or any Transaction Document; (iii) it appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Agreement, the Transaction Documents and any other instrument or document pursuant thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto and to enforce its respective rights and interests in and under the Agreement, the Transaction Documents, the Receivables, the Related Security and the Collections; (iv) it will perform all of the obligations which by the terms of the Agreement and the Transaction Documents are required to be performed by it as a Managing Agent, a Conduit Purchaser or a Bank Purchaser, as applicable; (v) its address for notices shall be the office set forth beneath its signature to this Joinder Agreement; and (vi) it is duly authorized to enter into this Joinder Agreement.

4. On the Effective Date of this Joinder Agreement, each of the New Managing Agent, the New Conduit Purchaser[s] and the New Bank Purchaser[s] shall join in and be a party to the Agreement and, to the extent provided in this Joinder Agreement, shall have the

rights and obligations of a Managing Agent, a Conduit Purchaser or a Bank Purchaser, as applicable, under the Agreement.

5. This Joinder Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written, such execution being made on Schedule I hereto.

[Remainder of page *left intentionally* blank]

Schedule I

to

Joinder Agreement

Dated _____ __, 20___

Section 1.

The "Commitment[s]" with respect to the New Bank Purchaser[s] [is][are]:

[New Bank Purchaser] $[_____]

Section 2.

The "Pro Rata Share" with respect to the New Conduit Purchaser and its Purchaser Group is [_____%].

NEW CONDUIT PURCHASER[S]: [NEW CONDUIT PURCHASER[S]]

By:_____
Name:
Title:

Address for notices:
[Address]

NEW BANK PURCHASER[S]: [NEW BANK PURCHASER[S]]

By:_____
Name:
Title:

Address for notices:

[Address]

NEW MANAGING AGENT:

[NEW MANAGING AGENT]

By:_____
Name:
Title:

Address for notices:
[Address]

Consented to this ___ day of _____, 20__ by:

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION, as Seller

By:_____
Name:
Title:

COLUMBIA GAS OF PENNSYLVANIA, INC.,
as Servicer

By:_____
Name:
Title:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
NEW YORK BRANCH, as Administrative Agent

By:_____
Name:
Title:

[_____],
as Managing Agent

By:_____
Name:
Title:

ANNEX I-1

Form of Choice Marketer Purchase Agreement

(attached)

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This Agreement made this _____ day of _____, 20__, ("Agreement") by and between _____ located at _____ ("NGS"), and Columbia Gas of Pennsylvania, Inc. ("Company" or "CPA"), 200 Civic Center Dr., Columbus, OH 43215.

WHEREAS, the Company has instituted a service regulated by the Pennsylvania Public Utility Commission ("Commission") in which it offers gas distribution service to residential and small commercial customers of the Company ("Choice Service");

WHEREAS, the Choice Service contemplates that the Company's customers will secure their gas supplies competitively, through a natural gas supplier ("NGS") that has been licensed to supply natural gas in Pennsylvania and is eligible to provide service on the Company's system, and that the Company's customers will continue to use the Company to distribute the gas supplies;

WHEREAS, the Choice Service provides that the Company, at its option, may purchase the accounts receivable from participating NGSs who desire the Company to make such purchases;

WHEREAS, the NGS is participating in the Choice Service, and the NGS desires to have the Company purchase its accounts receivable and the Company has agreed to purchase the NGS's accounts receivable;

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, the NGS and the Company agree to the following terms and conditions:

1. Definitions.

   a. The term "Customer" as used herein shall mean the Company's customers who are both participating in the Company's Choice Service and who are being provided natural gas by the NGS. Under no circumstances shall the term "Customer" include the Company's customers who are not participating in the Choice Service or who are not being provided natural gas by the NGS.

   b. The term "Accounts Receivable" as used herein shall mean the uncollected amounts that are justly due and owing from Customers in payment for the natural gas sold to the Customer by the NGS. This term does not include any applicable Pennsylvania sales tax or late payment fees charged to the Customer and added to the Customer's bill.

   c. The term "NGS Agreement" as used herein shall mean any and all agreements between the NGS and the Company and/or all applicable tariffs of the Company as approved by the Commission, which govern the relationship between the NGS and the Company. The NGS Agreement is hereby incorporated by reference and made part of this Agreement.

d. The term "Customer Base" as used herein shall mean the entire group of Customers for which the NGS is providing natural gas.

2. Purchases. Under this Agreement, the Company agrees to purchase from the NGS, and the NGS Agrees to sell to the Company, the NGS's Accounts Receivable in accordance with the following requirements:

a. The Company shall make purchases beginning in the calendar month December, 2003 and shall make purchases each month thereafter through the remainder of the Initial Term of this Agreement (as defined in paragraph 3 below) and any subsequent renewal term. The purchase made in any particular month shall consist of the Customer indebtedness incurred during the most recently completed billing cycle for each particular Customer. For illustration purposes only, if a Customer's billing cycle is the fifteenth (15th) day of Month One to the fifteenth (15th) day of Month Two, in Month Two, the Company shall purchase that Customer's Accounts Receivable that is billed in Month Two.

b. Irrespective of paragraph a. above, in no case shall the Company purchase the Accounts Receivable for Customer indebtedness incurred prior to October 25, 2001. The Company shall make each monthly purchase as a lump sum consisting of the Accounts Receivable for all of the accounts in the NGS's Customer Base, and the Company shall not make purchases of less than all of the Accounts Receivable held by the NGS for that particular month. Under no circumstance shall the Company purchase the Accounts Receivable for any customer or customers who did not participate in the Choice Service for the month being purchased.

3. Term. The initial term of this Agreement shall commence upon execution of this Agreement and shall continue until July 1, 2005 (the "Initial Term"). After the expiration of the Initial Term, this Agreement shall continue and renew on a year to year basis unless either party provides the other with written notice of its desire to cancel this Agreement at least thirty (30) days prior to expiration of the Initial Term or any renewal term thereafter.

4. Price. The Company shall purchase the NGS's Accounts Receivable at a five percent (5%) discount of the total amount billed by the NGS to its total Customer Base for providing natural gas supplies to the Customer Base for that month. The Company shall calculate the amount due the NGS by first adding together all of the bills for natural gas sold to Customers in the NGS's Customer Base, and then multiplying that total amount by ninety-five percent (95%). This calculation methodology shall be effective for all Accounts Receivable purchases made during the entire Initial Term and any renewal term of this Agreement.

5. Payment. Beginning with Accounts Receivable purchased in December, 2003, and continuing on a monthly basis for the Initial Term and any renewal term of this Agreement, the Company shall make payment to the NGS for the Accounts Receivable

being purchased within thirty (30) days after the last unit billed in any billing cycle. Said monthly payment shall be made to the NGS by the Company regardless of whether any particular Customer or Customers in the NGS's Customer Base pays their bill(s). Any monthly payment, other than payments associated with an an adjustment to an account, which is not made by the Company within 60 days shall be subject to a late payment charge of 1.25% per month applied to any unpaid amount.

6. Sales Tax Responsibility. The NGS, and not the Company, is fully responsible for all Pennsylvania sales tax deficiencies and audits regarding the NGS's sale of the natural gas commodity to the Customer. The Company acknowledges that it is providing a service to the NGS in those situations where the Company collects the sales tax and remits the sales tax over to Pennsylvania. The NGS also acknowledges that it is responsible for collecting and maintaining Pennsylvania sales tax exemption certificates from the Customers and informing the Company as to which Customers are not required to pay the sales tax. The Company is fully responsible for all Pennsylvania sales tax deficiencies and audits regarding the Company's charges related to the distribution of the natural gas commodity to the Customer.

7. Late Payment Fees. The Company shall be entitled to collect and retain from the Customers any and all late payment fees specified in the NGS's agreements with the Customer. NGS agrees to include late payment fee language in all natural gas commodity supply agreements with Customers initiated or renewed during the term of this Agreement. The late payment fee shall be equal to at least 1.25% of any unpaid natural gas commodity balance outstanding at the next billing date.

8. Adjustments. The Company reserves the right to adjust the NGS's account with regard to Accounts Receivable purchases for up to two (2) years after the original billing date for any individual Customer's bill at issue for accounting errors or any other necessary adjustment.

9. Right of Set-Off. The Company and the NGS agree that if the NGS owes the Company any fees, costs or penalties whatsoever, the Company shall have the right of set-off as against those fees, cost or penalties due and owing to the Company. In calculating the payment due the NGS under this Agreement, said fees, costs or penalties shall be deducted from the amount to be paid to the NGS after the five (5%) percent discount is applied to total amount billed by the NGS to its total Customer Base for providing natural gas supplies to the Customer Base for that month.

10. Binding Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

11. Assignment. This Agreement may be assigned only with the prior written consent of Company, which consent shall not be unreasonably withheld.

12. Notice and Payments. If requested by the NGS in writing, all payments to the NGS under this Agreement shall be made by wire transfer pursuant to the wire instructions provided by the NGS to the Company. All notices to the NGS and the

Company which are provided for in this Agreement shall be duly delivered to the post office address as follows:

	_____	(NGS' legal name)
	_____	(Address)
	_____	(City, State, Zip)
ATTN:	_____	(Contact Name)
	_____	(Telephone number)
	_____	(Fax number)
	_____	(e-mail address)

Columbia Gas of Pennsylvania, Inc.
200 Civic Center Dr.
Columbus, OH 43215
ATTN: Heather Bauer
614-460-5554
614-460-4291
hbauer@nisource.com

13. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania (without regard to the conflict of law principles of such Commonwealth), including all matters of construction, validity and performance.

14. Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, with all such counterparts together constituting one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of _____, 20__.

_____
_____
_____
_____
_____

COLUMBIA GAS OF PENNSYLVANIA, INC.
200 Civic Center Dr.
Columbus, OH 43215

By:_____

Its:_____

By:_____

Its:_____

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CH2\8021700.1

ANNEX I-2

Form of Choice Marketer Security Agreement

(attached)

ACKNOWLEDGEMENT AND SECURITY AGREEMENT

WHEREAS, *Columbia Gas of Pennsylvania, Inc. (the "Company") and* [_____] ("Supplier") are parties to an Accounts Receivable Purchase Agreement dated [_____] pursuant to which certain of Supplier's accounts receivable are sold by Supplier to the Company;

WHEREAS, the parties wish to perfect the Company's interest in such transfer.

NOW, THEREFORE, in consideration of the agreements set forth in the Accounts Receivable Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Notwithstanding any statement in the Accounts Receivable Purchase Agreement, the parties acknowledge and agree that title to a Receivable shall pass to the Company upon delivery of gas to the obligor under such Receivable. The Company shall pay for such Receivable in accordance with the terms of the Accounts Receivable Purchase Agreement. The Company and Supplier have structured the Accounts Receivable Purchase Agreement with the intention that each purchase of Receivables thereunder be treated as a sale of such Receivables by Supplier to the Company. *In the event that, contrary to the mutual intent of the Company and Supplier, any* purchase of Receivables under the Accounts Receivable Purchase Agreement is not characterized as a sale, Supplier shall, effective as of the date hereof, be deemed to have granted (and the Supplier hereby does grant) to the Company a first priority security interest in all of Supplier's right, title and interest in and to all Receivables, whether now owned and existing or hereafter acquired or arising (but not including any Receivable that arises after the expiration or termination of the Company's obligation to purchase and pay for Receivables under the Accounts Receivable Purchase Agreement), all Related Security and Collections with respect thereto and, to the extent not included in the foregoing, all proceeds of any and all of the foregoing. Supplier acknowledges and agrees that the security interest granted herein attaches at the time of delivery of gas to the obligor of a Receivable. In the event the Accounts Receivable Purchase Agreement expires or is terminated pursuant to its terms without being replaced by a successor agreement, the Company agrees to promptly amend any financing statement on file in a matter reasonably satisfactory to Supplier. Although it is not the intent of this document to interfere with or otherwise compromise the confidential nature of any information possessed by Supplier, Supplier also hereby agrees to provide access at reasonable times and in a reasonable manner to all books, records and other information (including, without limitation data contained in computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Receivables and only to the extent necessary in the event Company possesses no other reasonably comparable information and therefore needs such access to collect such Receivables.

As used in this Acknowledgement and Security Agreement, capitalized terms shall have the following meanings:

"Collections" means, with respect to any Receivable, all cash collections and other cash proceeds of such Receivable, including, without limitation, all cash proceeds of Related Security with respect to such Receivable.

"Receivable" means the indebtedness and other obligations of any obligor to pay for natural gas provided by Supplier under the Company's Choice Service and delivered on the Company's distribution system, whether billed or unbilled, including the right to payment of any interest or finance charges, late payment charges, delinquency charges, extension or collection fees and all other obligations of such obligor with respect thereto.

"Related Security" means with respect to any Receivable:

(i) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, together with all financing statements authorized by an obligor describing any collateral securing such Receivable;

(ii) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable; and

(iii) all of Supplier's right, title and interest, if any, in and to all invoices that evidence, secure or otherwise relate to such Receivable.

IN WITNESS WHEREOF, the parties have executed this Acknowledgement and Security Agreement this __day of _____, 2010.

Columbia Gas of Pennsylvania, Inc. [_____]

By:_____ By:_____
Name: Name:
Title: Title:

ANNEX I-3

Form of Revised Choice Marketer Purchase Agreement

(attached)

COLUMBIA GAS OF PENNSYLVANIA, INC.

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This Agreement made this _____ day of _____, 20__, ("Agreement") by and between _____ located at _____ ("Supplier"), and Columbia Gas of Pennsylvania, Inc. ("Company"), 200 Civic Center Dr., Columbus, OH 43215.

WHEREAS, the Company has instituted a service regulated by the Pennsylvania Public Utility Commission ("Commission") in which it offers gas distribution service to residential and small commercial customers of the Company ("Choice Service");

WHEREAS, the Choice Service contemplates that the Company's customers will secure their gas supplies competitively, through a natural gas supplier that has been licensed to supply natural gas in Pennsylvania and is eligible to provide service on the Company's system, and that the Company's customers will continue to use the Company to distribute the gas supplies;

WHEREAS, the Choice Service provides that the Company, at its option, may purchase the accounts receivable from participating Suppliers who desire the Company to make such purchases;

WHEREAS, the Supplier is participating in the Choice Service, and the Supplier desires to have the Company purchase its accounts receivable and the Company has agreed to purchase the Supplier's accounts receivable;

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, the Supplier and the Company agree to the following terms and conditions:

1. Definitions. The following capitalized terms will have the following meanings when used in this Agreement:

   a. "Accounts Receivable" means the indebtedness and other obligations of any Customer to pay for natural gas provided by Supplier under the Company's Choice Service and delivered on the Company's distribution system, whether billed or unbilled. This definition does not include any Company distribution charges or the applicable sales tax.

   b. "Collections" means, with respect to any Account Receivable, all cash collections and other cash proceeds of such Account Receivable, including, without limitation, all cash proceeds of Related Security with respect to such Receivable.

   c. "Customer" means the Company's customers who are both participating in the Company's Choice Service and who are being provided natural gas by the Supplier. Under no circumstances shall the term "Customer" include the Company's customers who are not participating in the Choice Service or who are not being provided natural gas by the Supplier.

d. "Customer Base" means the entire group of Customers for which the Supplier is providing natural gas.

e. "Supplier Agreement" means any and all agreements between the Supplier and the Company and/or all applicable tariffs of the Company as approved by the Commission, which govern the relationship between the Supplier and the Company. The Supplier Agreement is hereby incorporated by reference and made part of this Agreement.

f. "Related Security" means with respect to any Account Receivable:

(i) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Account Receivable, together with all financing statements authorized by a Customer describing any collateral securing such Receivable;

(ii) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Account Receivable; and

(iii) all of Supplier's right, title and interest, if any, in and to all invoices that evidence, secure or otherwise relate to such Account Receivable.

2. Purchases. Under this Agreement, the Company agrees to purchase from the Supplier, and the Supplier agrees to sell to the Company, the Supplier's Accounts Receivable in accordance with the terms and conditions of this Agreement including the following requirements:

a. The Company shall make purchases on a daily basis beginning on the commencement date of this Agreement (see Paragraph 3 below) and shall make purchases daily through the remainder of the term of this Agreement. Although the price for each Account Receivable coming into existence after the date hereof shall be owed by the Company to the Supplier on the date such Account Receivable comes into existence, final settlement of the price between the Company and the Supplier shall be effected on a monthly basis as provided in Paragraph 5 with respect to all Receivables coming into existence during the most recently completed billing cycle for each particular Customer. For illustration purposes only, if a Customer's billing cycle is the fifteenth (15^{th}) day of Month One to the fifteenth (15^{th}) day of Month Two, in Month Two, the Company shall pay for those Customer's Accounts Receivable that are billed in Month Two.

b. Irrespective of Paragraph a. above, in no case shall the Company purchase the Accounts Receivable for any Customer's indebtedness incurred prior to that Customer's enrollment with the Supplier. The Company shall acquire the Accounts Receivable for all of the accounts in the Supplier's Customer Base, and the Company shall not make purchases of less than all

of the Accounts Receivable originated by the Supplier. Under no circumstance shall the Company purchase the Accounts Receivable for any Customer or Customers who did not participate in the Choice Service for the month being purchased.

c. Supplier warrants that it has good title to all Accounts Receivable delivered to Company hereunder, and that such Accounts Receivable will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

d. Although it is not the intent of this Agreement to interfere with or otherwise compromise the confidential nature of any information possessed by Supplier, Supplier hereby agrees to provide access at reasonable times and in a reasonable manner to all books, records and other information (including, without limitation data contained in computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Accounts Receivable and only to the extent necessary in the event Company possesses no other reasonably comparable information and therefore needs such access to collect such Accounts Receivable.

3. Term. The initial term of this Agreement shall commence upon execution of this Agreement and shall continue through _____, 20__, unless cancelled by either party giving to the other not less than thirty (30) days prior written notice of the termination prior to the next expiration date.

4. Price. The Company shall purchase the Supplier's Accounts Receivable at a two and one-quarter percent (2.25%) discount of the total amount billed by the Supplier to its total Customer Base for providing natural gas supplies to the Customer Base for that month. The Company shall calculate the amount due the Supplier by first adding together all of the bills for natural gas sold to Customers in the Supplier's Customer Base, and then multiplying that total amount by ninety-seven and three-quarters percent (97.75%). This calculation methodology shall be effective for all Accounts Receivable purchases made during the initial term as well as all subsequent terms of this Agreement.

5. Payment. Beginning with Accounts Receivable purchased from the commencement of the term of this Agreement (see Paragraph 3 above), and continuing on a monthly basis for the remainder of the term, the Company shall make payment to the Supplier for the Accounts Receivable being purchased within thirty (30) days after the last unit billed in any billing cycle. Subject to the provisions of Paragraphs 3, 8 and 10, said monthly payment shall be made to the Supplier by the Company regardless of whether any particular Customer or Customers in the Supplier's Customer Base pays their bill(s).

6. Sales Tax Responsibility/Indemnification. The Supplier, and not the Company, is fully responsible for all Pennsylvania sales tax deficiencies and audits regarding the Supplier's sale of the natural gas commodity to the Customer. The Company acknowledges that it is providing a service to the Supplier in those situations where the Company collects the sales tax and remits the sales tax over to Pennsylvania. The Supplier also acknowledges that it is responsible for collecting and maintaining Pennsylvania sales tax exemption certificates from the Customers and informing the Company as to which Customers are not required to pay the sales tax. The Company is fully responsible for all Pennsylvania sales tax deficiencies and audits regarding the Company's charges related to the distribution of the natural gas commodity to the Customer. To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold the Company harmless from any and all costs, claims, damages, fines, taxes and any penalties and interest thereon, relating in any way to: (i) the Company's reliance on information or directives provided by Supplier to Company, or (ii) the Company's collection or remittance or failure to collect or remit sales taxes on Supplier's behalf, or (iii) the failure of Supplier to satisfy its tax obligations related to the sale of natural gas. The Company is only responsible for Pennsylvania sales tax deficiencies and audits regarding the Company's charges directly related to its distribution of the natural gas commodity to the Customer. The obligations of Supplier to defend, indemnify and hold Company harmless shall survive the termination or expiration of this Agreement.

7. Late Payment Fees. The Company shall be entitled to collect and retain from the Customers any and all late payment fees specified in the tariff.

8. Adjustments. The Company reserves the right to adjust the Supplier's account with regard to Accounts Receivable purchases for up to two (2) years after the original billing date for any individual Customer's bill at issue for accounting errors or any other necessary adjustment.

9. Additional Actions. Supplier agrees to provide Company with any additional documents and take any additional steps that Company may request to perfect Company's interest in the Accounts Receivable being sold and assigned to Company pursuant to this Agreement, and Supplier hereby authorizes the filing of UCC-1 financing statements to perfect the Company's interest.

10. Right of Set-Off. If the Supplier owes the Company any sum under this Agreement or any other arrangement whatsoever, the Company shall have the rights of recoupment and set-off, with respect to any payments for Accounts Receivable purchased, as against all amounts owed to the Company by Supplier. In calculating the payment due the Supplier under this Agreement, said amounts owed by Supplier to the Company shall be deducted from the amount to be paid to the Supplier (see Paragraph 4) after the two and one-quarter percent (2.25%) discount is applied to total amount billed by the Supplier to its total Customer Base for providing natural gas supplies to the Customer Base for that month.

11. Binding Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

12. Assignment. This Agreement may be assigned only with the prior written consent of the Company.

13. Notice and Payments. If requested by the Supplier in writing, all payments to the Supplier under this Agreement shall be made by wire transfer pursuant to the wire instructions provided by the Supplier to the Company. All notices to the Supplier and the Company which are provided for in this Agreement shall be duly delivered to the post office address as follows:

	_____	(Suppliers' legal name)
	_____	(Address)
	_____	(City, State, Zip)
ATTN:	_____	(Contact Name)
	_____	(Telephone number)
	_____	(Fax number)
	_____	(e-mail address)

Columbia Gas of Pennsylvania, Inc.
200 Civic Center Dr.
Columbus, OH 43215
ATTN: Heather Bauer
614-460-5554
614-460-4291
hbauer@nisource.com

14. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania (without regard to the conflict of law principles of such Commonwealth), including all matters of construction, validity and performance. The parties hereto agree that any and all actions, suits or claims with respect to this Agreement shall be brought in a state or federal court located in the State of Pennsylvania or before the Commission, if appropriate. This Agreement shall not be interpreted either more or less favorably toward any party by virtue of the fact that such party or its counsel was responsible or principally responsible for the drafting of all or a portion hereof.

15. Amendment/Waiver. Provisions of this Agreement shall be changed, waived, discharged or terminated only by an instrument in writing signed by authorized representatives of all parties. Notwithstanding any other provision to the contrary, no waiver by a party of any default of any of the obligations contained in this Agreement to be performed by another party shall be construed as a waiver of any succeeding default or breach of the same, or any other obligation or condition.

16. Headings. All headings contained in this Agreement are for convenience only and shall not, in any way, affect the meaning of any provision hereof.

17. Counterparts. This Agreement may be executed or amended in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which together shall constitute one instrument.

18. Signatures. Facsimile signatures of the parties on this instrument and any amendment thereto, shall be legally binding.

19. Invalid or Unenforceable Provisions. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect.

20. Recitals. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement.

21. No Joint Venture. Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, corporation or any other entity taxable as a corporation or otherwise.

22. True Sale. The Company and Supplier have structured this Agreement with the intention that each purchase of Accounts Receivable hereunder be treated as a sale of such Accounts Receivable by Supplier to the Company. In the event that, contrary to the mutual intent of the Company and Supplier, any purchase of Accounts Receivable under the Accounts Receivable Purchase Agreement is not characterized as a sale, Supplier shall, effective as of the date hereof, be deemed to have granted (and the Supplier hereby does grant) to the Company a first priority security interest in all of Supplier's right, title and interest in and to all Accounts Receivable, whether now owned and existing or hereafter acquired or arising, all Related Security and Collections with respect thereto and, to the extent not included in the foregoing, all proceeds of any and all of the foregoing. Supplier acknowledges and agrees that the security interest granted herein attaches at the time of delivery of gas to the Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of _____, 20__.

_____
_____
_____
_____
_____

COLUMBIA GAS OF PENNSYLVANIA, INC.
200 Civic Center Dr.
Columbus, OH 43215

By:_____

Its:_____

By:_____

Its:_____

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ANNEX J

Miscellaneous Receivables

Customer Premise Work
Appliance & Accessory Sales
Employee Receivables
Other General Accounts Receivable
- Miscellaneous

Assistance Program Receivables
- Home Energy Assistance Program

Interest Receivable

RECEIVED
2011 OCT 21 PM 3:33
PA PUC
SECRETARY'S BUREAU

FIRST AMENDMENT
to
RECEIVABLES PURCHASE AGREEMENT

Dated as of March 14, 2011

THIS FIRST AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT (the "Amendment") is entered into as of March 14, 2010 by and among (i) COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Seller, (ii) COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Servicer, (iii) THE MANAGING AGENTS SIGNATORY HERETO, and (iv) THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as Administrative Agent.

PRELIMINARY STATEMENT

A. The Seller, the Servicer, the Managing Agents and the Administrative Agent are parties to that certain Receivables Purchase Agreement dated as of March 15, 2010 (as amended, restated, supplemented or otherwise modified through the date hereof, the "RPA"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the RPA.

B. The Seller, the Servicer, the Managing Agents and the Administrative Agent have agreed to amend the RPA, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment. Effective as of the date hereof, subject to the satisfaction of the condition precedent set forth in Section 2 below, the defined term "Scheduled Commitment Termination Date" appearing in Section 1.01 of the RPA is amended to delete the reference to the date "March 14, 2011" and to insert the date "March 13, 2012" in the place thereof.

SECTION 2. Condition Precedent. This Amendment shall become effective and be deemed effective, as of the date first above written, upon receipt by (x) the Administrative Agent of duly executed counterparts of this Amendment from the Seller, the Servicer, the Administrative Agent and the Required Managing Agents and (y) the Administrative Agent and each Managing Agent, in immediately available funds by wire transfer to its account, all fees payable to the Administrative Agent or such Managing Agent, as applicable, under each of the Fee Letters in effect as of the date hereof.

SECTION 3. Covenants, Representations and Warranties of the Seller and Servicer.

3.1 Upon the effectiveness of this Amendment, each of the Seller and the Servicer hereby reaffirms all covenants, representations and warranties made by it, to the extent the same are not amended hereby, in the RPA and agrees that all such covenants, representations and warranties shall be deemed to have been re-made as of the effective date of this Amendment.

3.2 Each of the Seller and the Servicer hereby represents and warrants that this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity which may limit the availability of equitable remedies.

SECTION 4. Reference to and Effect on the RPA.

4.1 Upon the effectiveness of this Amendment, each reference in the RPA to "this Agreement," "hereunder," "hereof," "herein," "hereby" or words of like import shall mean and be a reference to the RPA as amended hereby, and each reference to the RPA in any other document, instrument or agreement executed and/or delivered in connection with the RPA shall mean and be a reference to the RPA as amended hereby.

4.2 Except as specifically amended hereby, the RPA and other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

4.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Purchasers, the Managing Agent or the Administrative Agent under the RPA or any of the other Transaction Documents, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

SECTION 5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Amendment shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first set forth above by their respective officers thereto duly authorized, to be effective as hereinabove provided.

SELLER:

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: _____

Name: Vincent V. Rea
Title: Assistant Treasurer

SERVICER:

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____

Name: Vincent V. Rea
Title: Assistant Treasurer

ADMINISTRATIVE AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name:
Title: Aditya Reddy
Managing Director

MANAGING AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name: Aditya Reddy
Title: Managing Director

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2011 OCT 21 PM 3:33
PA PUC
SECRETARY'S BUREAU

_____ AMENDMENT
to
RECEIVABLES PURCHASE AGREEMENT

Dated as of March __, 20__

THIS _____ AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT (the "Amendment") is entered into as of March __, 2010 by and among (i) COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Seller, (ii) COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Servicer, (iii) THE MANAGING AGENTS SIGNATORY HERETO, and (iv) THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as Administrative Agent.

PRELIMINARY STATEMENT

A. The Seller, the Servicer, the Managing Agents and the Administrative Agent are parties to that certain Receivables Purchase Agreement dated as of March 15, 2010 (as amended, restated, supplemented or otherwise modified through the date hereof, the "RPA"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the RPA.

B. The Seller, the Servicer, the Managing Agents and the Administrative Agent have agreed to amend the RPA, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment. Effective as of the date hereof, subject to the satisfaction of the condition precedent set forth in Section 2 below, the RPA is hereby amended as follows:

1.1. The defined term "Program Limit" appearing in Section 1.01 of the RPA is amended and restated in its entirety to read as follows:

"Program Limit" means, at any time, (w) during the period from [Month] 19 of any calendar year to [Month] 18 of such calendar year, $_____, (x) during the period from [Month] 19 of any calendar year to [Month] 18 of such calendar year, $_____, (y) during the period from [Month] 19 of any calendar year to [Month] 18 of such calendar year, $_____ and (z) during the period from [Month] 19 of any calendar year to [Month] 18 of the immediately succeeding calendar year, $_____. References to the unused portion of the Program Limit shall mean, at any time, the Program Limit (as then reduced pursuant to Section 2.01(b)), minus the aggregate outstanding Capital of all Receivable Interests under this Agreement. The Program Limit shall not exceed $75,000,000.

1.2. The defined term "Scheduled Commitment Termination Date" appearing in Section 1.01 of the RPA is amended to delete the reference to the date "March __, 20__" and to insert the date "March __, 20__" in the place thereof.

1.3. Schedule I to the RPA is amended and restated in its entirety as set forth on Schedule I hereto. Each reference to "Schedule I" in the RPA shall mean and be a reference to "Schedule I" attached hereto.

SECTION 2. Condition Precedent. This Amendment shall become effective and be deemed effective, as of the date first above written, upon receipt by (x) the Administrative Agent of duly executed counterparts of this Amendment from the Seller, the Servicer, the Administrative Agent and the Required Managing Agents and (y) the Administrative Agent and each Managing Agent, in immediately available funds by wire transfer to its account, all fees payable to the Administrative Agent or such Managing Agent, as applicable, under each of the Fee Letters in effect as of the date hereof.

SECTION 3. Covenants, Representations and Warranties of the Seller and Servicer.

3.1 Upon the effectiveness of this Amendment, each of the Seller and the Servicer hereby reaffirms all covenants, representations and warranties made by it, to the extent the same are not amended hereby, in the RPA and agrees that all such covenants, representations and warranties shall be deemed to have been re-made as of the effective date of this Amendment.

3.2 Each of the Seller and the Servicer hereby represents and warrants that this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity which may limit the availability of equitable remedies.

SECTION 4. Reference to and Effect on the RPA.

4.1 Upon the effectiveness of this Amendment, each reference in the RPA to "this Agreement," "hereunder," "hereof," "herein," "hereby" or words of like import shall mean and be a reference to the RPA as amended hereby, and each reference to the RPA in any other document, instrument or agreement executed and/or delivered in connection with the RPA shall mean and be a reference to the RPA as amended hereby.

4.2 Except as specifically amended hereby, the RPA and other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

4.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Purchasers, the Managing Agent or the Administrative Agent under the RPA or any of the other Transaction Documents, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

SECTION 5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Amendment shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first set forth above by their respective officers thereto duly authorized, to be effective as hereinabove provided.

SELLER: COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: _____
Name:
Title:

SERVICER: COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name:
Title:

MANAGING AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name:
Title:

SCHEDULE I
to _____ Amendment to
Receivables Purchase Agreement

SCHEDULE I

Commitments; Purchaser Group

At any time during the period from [Month] 19 to [Month] 18

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$_____	$_____
		TOTAL	**$_____**	**$_____**

At any time during the period from [Month] 19 to [Month] 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$_____	$_____
		TOTAL	**$_____**	**$_____**

At any time during the period from [Month] 19 to [Month] 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$_____	$_____
		TOTAL	**$_____**	**$_____**

At any time during the period from [Month] 19 to [Month] 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$_____	$_____
		TOTAL	**$_____**	**$_____**

Execution Version

SECOND AMENDMENT
to
RECEIVABLES PURCHASE AGREEMENT

Dated as of March 13, 2012

THIS SECOND AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT (the "Amendment") is entered into as of March 13, 2012 by and among (i) COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Seller, (ii) COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Servicer, (iii) THE MANAGING AGENTS SIGNATORY HERETO, and (iv) THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as Administrative Agent.

PRELIMINARY STATEMENT

A. The Seller, the Servicer, the Managing Agents and the Administrative Agent are parties to that certain Receivables Purchase Agreement dated as of March 15, 2010 (as amended, restated, supplemented or otherwise modified through the date hereof, the "RPA"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the RPA.

B. The Seller, the Servicer, the Managing Agents and the Administrative Agent have agreed to amend the RPA, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment. Effective as of the date hereof, subject to the satisfaction of the condition precedent set forth in Section 2 below, the RPA is hereby amended as follows:

1.1. The defined term "Program Limit" appearing in Section 1.01 of the RPA is amended and restated in its entirety to read as follows:

"Program Limit" means, at any time, (w) during the period from January 19 of any calendar year to May 18 of such calendar year, $75,000,000, (x) during the period from May 19 of any calendar year to June 18 of such calendar year, $25,000,000, (y) during the period from June 19 of any calendar year to November 18 of such calendar year, $10,000,000, and (z) during the period from November 19 of any calendar year to January 18 of the immediately succeeding calendar year, $35,000,000. References to the unused portion of the Program Limit shall mean, at any time, the Program Limit (as then reduced pursuant to Section 2.01(b)), minus the aggregate outstanding Capital of all Receivable Interests under this Agreement. The "Program Limit" shall not exceed $75,000,000.

1.2. The defined term "Scheduled Commitment Termination Date" appearing in Section 1.01 of the RPA is amended to delete the reference to the date "March 13, 2012" and to insert the date "March 12, 2013" in the place thereof.

1.3. Schedule I to the RPA is amended and restated in its entirety as set forth on Schedule I hereto. Each reference to "Schedule I" in the RPA shall mean and be a reference to "Schedule I" attached hereto.

SECTION 2. Condition Precedent. This Amendment shall become effective and be deemed effective, as of the date first above written, upon receipt by (x) the Administrative Agent of duly executed counterparts of this Amendment from the Seller, the Servicer, the Administrative Agent and the Required Managing Agents and (y) the Administrative Agent and each Managing Agent, in immediately available funds by wire transfer to its account, all fees payable to the Administrative Agent or such Managing Agent, as applicable, under each of the Fee Letters in effect as of the date hereof.

SECTION 3. Covenants, Representations and Warranties of the Seller and Servicer.

3.1 Upon the effectiveness of this Amendment, each of the Seller and the Servicer hereby reaffirms all covenants, representations and warranties made by it, to the extent the same are not amended hereby, in the RPA and agrees that all such covenants, representations and warranties shall be deemed to have been re-made as of the effective date of this Amendment.

3.2 Each of the Seller and the Servicer hereby represents and warrants that this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity which may limit the availability of equitable remedies.

SECTION 4. Reference to and Effect on the RPA.

4.1 Upon the effectiveness of this Amendment, each reference in the RPA to "this Agreement," "hereunder," "hereof," "herein," "hereby" or words of like import shall mean and be a reference to the RPA as amended hereby, and each reference to the RPA in any other document, instrument or agreement executed and/or delivered in connection with the RPA shall mean and be a reference to the RPA as amended hereby.

4.2 Except as specifically amended hereby, the RPA and other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

4.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Purchasers, the Managing Agent or the Administrative Agent under the RPA or any of the other Transaction Documents, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

SECTION 5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Amendment shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first set forth above by their respective officers thereto duly authorized, to be effective as hereinabove provided.

SELLER:

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: _____
Name: David J. Vajda
Title: Vice President, Treasurer and Chief Risk Officer

SERVICER:

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name: Vincent V. Rea
Title: Assistant Treasurer

ADMINISTRATIVE AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name: Aditya Reddy
Title: Managing Director

MANAGING AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name: Aditya Reddy
Title: Managing Director

SCHEDULE I

Commitments; Purchaser Groups

At any time during the period from January 19 to May 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$75,000,000	$75,000,000
		TOTAL	**$75,000,000**	**$75,000,000**

At any time during the period from May 19 to June 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$25,000,000	$25,000,000
		TOTAL	**$25,000,000**	**$25,000,000**

At any time during the period from June 19 to November 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$10,000,000	$10,000,000
		TOTAL	**$10,000,000**	**$10,000,000**

At any time during the period from November 19 to January 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$35,000,000	$35,000,000
		TOTAL	**$35,000,000**	**$35,000,000**

Execution Version

SECOND AMENDED AND RESTATED FEE LETTER

March 13, 2012

Columbia Gas of Pennsylvania Receivables Corporation
200 Civic Center Drive
Columbus, OH 43216

Re: Receivables Purchase Agreement

Ladies and Gentlemen:

Reference is hereby made to that certain Receivables Purchase Agreement, dated as of March 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among Columbia Gas of Pennsylvania Receivables Corporation (the "Seller"), Columbia Gas of Pennsylvania, Inc., as the initial "Servicer", the financial institutions party thereto from time to time as Bank Purchasers (the "Bank Purchasers"), the commercial paper conduits party thereto from time to time as Conduit Purchasers (the "Conduit Purchasers" and together with the Bank Purchasers, the "Purchasers"), The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch ("BTMU") and the other financial institutions party thereto from time to time as Managing Agents (the "Managing Agents") and BTMU, as Administrative Agent for the Purchasers and the Managing Agents (in such capacity, the "Administrative Agent"). This Amended and Restated Fee Letter (this "Fee Letter") constitutes the "Fee Letter" referred to in the Purchase Agreement and sets forth our understanding in respect of certain fees payable by the Seller and the obligations of the Seller in connection therewith. Capitalized terms that are used herein and not otherwise defined herein shall have the respective meanings assigned thereto under the Purchase Agreement.

SECTION 1. Fees. The Seller shall pay to each of the Managing Agents for the benefit of the Purchasers in their respective Purchaser Groups the following fees, on the dates set forth below:

1.1 Facility Fee. On each Settlement Date, the Seller shall pay to each Managing Agent a fee (the "Facility Fee") equal to 0.75% per annum of such Managing Agent's Purchaser Group's average daily Capital outstanding during the immediately preceding Settlement Period.

1.2 Commitment Fee. On each Settlement Date, the Seller shall pay to each Managing Agent a fee (the "Commitment Fee") equal to 0.35% per annum of the difference between (i) 102% of the average daily aggregate Commitment of the Bank Purchasers in such Managing Agent's Purchaser Group during the immediately preceding Settlement Period and (ii) such Managing Agent's Purchaser Group's average daily Capital outstanding during such Settlement Period.

1.3 Excess Commitment Fee. On each Settlement Date, the Seller shall pay to each Managing Agent a fee (the "Excess Commitment Fee") equal to 0.10% per annum of 102% of the average daily aggregate Excess Commitment of the Bank Purchasers in such Managing Agent's Purchaser Group in effect from time to time during the immediately preceding Settlement Period; where "Excess Commitment" means, on each Settlement Date for each Bank Purchaser, an amount equal to the positive difference, if any, between (x) its highest Commitment for any month or months (or portion thereof) set forth on Schedule I to the Purchase Agreement and (y) its average daily Commitment amount during the immediately preceding Settlement Period.

1.4 Renewal Fee. On the date hereof, the Seller shall pay to each Managing Agent, in immediately available funds by wire transfer to the account of such Managing Agent as may be specified in writing by such Managing Agent, of a renewal fee (the "Renewal Fee") equal to 0.05% times the highest Commitment of the Bank Purchasers in such Managing Agent's Purchaser Group for any month or months (or portion thereof) set forth in Schedule I to the Purchase Agreement (after giving effect to the amendments to occur on the date hereof).

1.5 Calculation of Fees. The Facility Fee, the Commitment Fee and the Excess Commitment Fee described herein shall accrue during the period commencing on the date hereof and ending on the Collection Date (as defined in Section 4 below). All of the foregoing fees shall be paid in immediately available funds when due and shall be fully earned and non-refundable when paid. As provided in Section 2.06 of the Purchase Agreement, the Facility Fee, the Commitment Fee and the Excess Commitment Fee shall be calculated on the basis of a 360-day year for the actual number of days elapsed (including the first but excluding the last such day).

SECTION 2. Independent Nature of Fees. Each of the Facility Fee, the Commitment Fee, the Excess Commitment Fee and the Renewal Fee shall be in addition to, and not in lieu of any other fees, expenses, reimbursements, indemnities and any other amounts payable by the Seller under or in connection with the Purchase Agreement and the other Transaction Documents. Nothing contained in this Fee Letter shall limit in any way the obligation of the Seller to pay any amount required to be paid by it in accordance with the terms of the Purchase Agreement.

SECTION 3. Payment. All fees to be paid hereunder shall be paid to such accounts as the Managing Agents may from time to time direct in writing, and any such amount not paid when due shall bear interest at the Prime Rate plus 2.50% per annum.

SECTION 4. Termination. This Fee Letter shall terminate on the date (the "Collection Date") following the Termination Date on which the Seller Obligations shall have been indefeasibly reduced to zero.

SECTION 5. Amendments and Waivers. No amendment, waiver, supplement or other modification of this Fee Letter shall be effective unless made in writing and executed by each of the parties hereto.

SECTION 6. Counterparts. This Fee Letter may be executed by facsimile, by portable document format ("pdf") or other electronic means of transmission and in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

SECTION 7. Successors and Assigns. This Fee Letter shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns; provided that the Seller may not assign any of its obligations hereunder without the prior written consent of the Administrative Agent and each Managing Agent.

SECTION 8. GOVERNING LAW. THIS FEE LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

SECTION 9. Amendment and Restatement. This Fee Letter amends and restates that certain Amended and Restated Fee Letter dated as of March 14, 2011, by and among the parties hereto

(the "Existing Fee Letter") in its entirety. This Fee Letter is in no way intended to constitute a novation of any obligations owed by the Seller under the Existing Fee Letter.

* * * * *

If the foregoing agreements evidence your understanding, please acknowledge by executing this Fee Letter in the space provided below.

Very truly yours,

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
NEW YORK BRANCH, as a Managing Agent and
as Administrative Agent

By: _____
Name: Aditya Reddy
Title: Managing Director

Acknowledged and Agreed:

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By: _____

Name: Vincent V. Rea
Title: Assistant Treasurer

POST & SCHELL P.C.
ATTORNEYS AT LAW

17 North Second Street
12th Floor
Harrisburg, PA 17101-1601
717-731-1970 Main
717-731-1985 Main Fax
www.postschell.com

Andrew S. Tubbs

atubbs@postschell.com
717-612-6057 Direct
717-731-1985 Direct Fax
File #: 141025

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PA PUC
SECRETARY'S BUREAU

March 22, 2013

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

Re: Affiliated Interest Agreement Between Columbia Gas of Pennsylvania, Inc. and Columbia Gas of Pennsylvania Receivables Corporation for Amendment to the Receivables Purchase Agreement to Provide Parties to the Receivables Purchase Agreement Flexibility to Modify, as Part of the Annual Contract Renewal, the Monthly Maximum Limits of receivables that May Be Sold, Subject to the Previously-Approved Maximum Limit of $75 Million - Docket No. ~~G-2011-226897~~ G-2011-2268697

Dear Secretary Chiavetta:

Columbia Gas of Pennsylvania, Inc. ("Columbia") files this letter pursuant the Pennsylvania Public Utility Commission's ("Commission") Secretarial Letter dated March 7, 2013, in the above-referenced proceeding, approving a minor modification to the Commission-approved Receivables Purchase Agreement ("RPA"). In addition, the Commission's Secretarial Letter ordered, within 30 days of the execution of the annual contract renewal to the RPA, that Columbia file with the Commission a copy of the amendment to the RPA in the form which it was executed.

On March 12, 2013, Columbia executed the Third Amendment to the RPA. Therefore, enclosed for filing is a copy of the Execution Version of the Third Amendment to the Receivables Purchase Agreement.

Respectfully,

Andrew S. Tubbs

AST/jl
Enclosures

cc: Paul T. Diskin
Charis Mincavage, Esquire
Aron J. Beatty, Esquire

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SECRETARY'S BUREAU

Execution Version

THIRD AMENDMENT
to
RECEIVABLES PURCHASE AGREEMENT

Dated as of March 12, 2013

This THIRD AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT (the "Amendment") is entered into as of March 12, 2013 by and among (i) COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Seller, (ii) COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Servicer, (iii) THE MANAGING AGENTS SIGNATORY HERETO, and (iv) THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as Administrative Agent.

PRELIMINARY STATEMENT

A. The Seller, the Servicer, the Managing Agents and the Administrative Agent are parties to that certain Receivables Purchase Agreement dated as of March 15, 2010 (as amended, restated, supplemented or otherwise modified through the date hereof, the "RPA"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the RPA.

B. The Seller, the Servicer, the Managing Agents and the Administrative Agent have agreed to amend the RPA, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment. Effective as of the date hereof, subject to the satisfaction of the condition precedent set forth in Section 2 below, the RPA is hereby amended as follows:

1.1. The defined term "Program Limit" appearing in Section 1.01 of the RPA is amended and restated in its entirety to read as follows:

"Program Limit" means, at any time, (w) during the period from January 19 of any calendar year to April 18 of such calendar year, $75,000,000, (x) during the period from April 19 of any calendar year to June 18 of such calendar year, $25,000,000, (y) during the period from June 19 of any calendar year to November 18 of such calendar year, $10,000,000, and (z) during the period from November 19 of any calendar year to January 18 of the immediately succeeding calendar year, $35,000,000. References to the unused portion of the Program Limit shall mean, at any time, the Program Limit (as then reduced pursuant to Section 2.01(b)), minus the aggregate outstanding Capital of all Receivable Interests under this Agreement. The "Program Limit" shall not exceed $75,000,000.

1.2. The defined term "Scheduled Commitment Termination Date" appearing in Section 1.01 of the RPA is amended to delete the reference to the date "March 12, 2013" and to insert the date "March 11, 2014" in the place thereof.

1.3. Clause (i) of the second sentence of Section 2.02(a) of the RPA is amended and restated in its entirety to read as follows: "the amount requested to be paid to the Seller (such amount, which shall be not less than $1,000,000, being referred to herein as the initial "Capital" of the Receivable Interest then being purchased)".

1.4. Clause (p) of Section 7.01 of the RPA is deleted in its entirety.

1.5. Schedule I to the RPA is amended and restated in its entirety as set forth on Schedule I hereto. Each reference to "Schedule I" in the RPA shall mean and be a reference to "Schedule I" attached hereto.

SECTION 2. Conditions Precedent. This Amendment shall become effective and be deemed effective, as of the date first above written, upon receipt by (x) the Administrative Agent of duly executed counterparts of (i) this Amendment from the Seller, the Servicer, the Administrative Agent and the Required Managing Agents and (ii) the Third Amended and Restated Fee Letter of even date herewith among the Administrative Agent, the Managing Agent and the Seller and (y) the Administrative Agent and each Managing Agent, in immediately available funds by wire transfer to its account, all fees due and payable to the Administrative Agent or such Managing Agent, as applicable, under each of the Fee Letters in effect as of the date hereof.

SECTION 3. Covenants, Representations and Warranties of the Seller and Servicer.

3.1 Upon the effectiveness of this Amendment, each of the Seller and the Servicer hereby reaffirms all covenants, representations and warranties made by it, to the extent the same are not amended hereby, in the RPA and agrees that all such covenants, representations and warranties shall be deemed to have been re-made as of the effective date of this Amendment.

3.2 Each of the Seller and the Servicer hereby represents and warrants that this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity which may limit the availability of equitable remedies.

SECTION 4. Reference to and Effect on the RPA.

4.1 Upon the effectiveness of this Amendment, each reference in the RPA to "this Agreement," "hereunder," "hereof," "herein," "hereby" or words of like import shall mean and be a reference to the RPA as amended hereby, and each reference to the RPA in any other document, instrument or agreement executed and/or delivered in connection with the RPA shall mean and be a reference to the RPA as amended hereby.

4.2 Except as specifically amended hereby, the RPA and other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

4.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Purchasers, the Managing Agent or the Administrative Agent under the RPA or any of the other Transaction Documents, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

SECTION 5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Amendment shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first set forth above by their respective officers thereto duly authorized, to be effective as hereinabove provided.

SELLER:

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: _____
Name: David J. Vajda
Title: Vice President, Treasurer and Chief Risk Officer

SERVICER:

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name: Mark S. Downing
Title: Assistant Treasurer

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ADMINISTRATIVE AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name: Eric Williams
Title: Director

MANAGING AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name: Eric Williams
Title: Director

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SCHEDULE I

Commitments; Purchaser Groups

At any time during the period from January 19 to April 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$75,000,000	$75,000,000
		TOTAL	**$75,000,000**	**$75,000,000**

At any time during the period from April 19 to June 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$25,000,000	$25,000,000
		TOTAL	**$25,000,000**	**$25,000,000**

At any time during the period from June 19 to November 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$10,000,000	$10,000,000
		TOTAL	**$10,000,000**	**$10,000,000**

At any time during the period from November 19 to January 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$35,000,000	$35,000,000
		TOTAL	**$35,000,000**	**$35,000,000**

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ATTORNEYS AT LAW

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717-731-1985 Direct Fax
File #: 141025

March 13, 2014

VIA HAND DELIVERY

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

Re: Amendment to Affiliated Interest Agreement Between Columbia Gas of Pennsylvania, Inc. and Columbia Gas of Pennsylvania Receivables Corporation
Docket No. G-2011-2268697

Dear Secretary Chiavetta:

Columbia Gas of Pennsylvania, Inc. ("Columbia") files this letter pursuant the Pennsylvania Public Utility Commission's ("Commission") Secretarial Letter dated February 14, 2014, in the above-referenced proceeding, approving a minor modification to the Commission-approved Receivables Sales Agreement ("RSA"). In addition, the Commission's Secretarial Letter ordered, within 30 days of the execution of the annual contract renewal to the RSA, that Columbia file with the Commission a copy of the amendment to the RSA in the form which it was executed.

On March 11, 2014, Columbia executed the First Amendment to the RSA. Therefore, enclosed for filing is a copy of the Execution Version of the First Amendment to the Receivables Sales Agreement.

Further, on October 21, 2011, Columbia filed for approval of an amended affiliated interest agreement to the Receivables Purchase Agreement ("RPA"). The amendment was designed to provide the parties to the RPA the flexibility to modify, as part of the annual contract renewal, the monthly maximum limits of receivables that may be sold, subject to the previously approved maximum limit of $75 million. In addition, Columbia requested the ability to revise the monthly program limits without prior Commission approval. By Secretarial Letter dated January 13, 2012, the Commission approved Columbia's filing as requested. In addition, the Commission ordered that within 30 days of the execution of the annual contract renewal to the RPA, that

Columbia file with the Commission a copy of the amendment to the RPA in the form which it was executed.

Pursuant to the Commission's January 13, 2012 Secretarial Letter, also enclosed for filing are copies of the Execution Versions of the Fourth Amendment to the Receivables Purchase Agreement.

Respectfully,

Andrew S. Tubbs

AST/jl
Enclosures

cc: Paul T. Diskin
Charis Mincavage, Esquire
Aron J. Beatty, Esquire

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EXECUTION VERSION

FIRST AMENDMENT
to
RECEIVABLES SALE AGREEMENT

Dated as of March 11, 2014

THIS FIRST AMENDMENT TO RECEIVABLES SALE AGREEMENT (this "Amendment") is entered into as of March 11, 2014 by and between (i) COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Seller and (ii) COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Purchaser.

PRELIMINARY STATEMENT

A. The Seller and the Purchaser are parties to that certain Receivables Sale Agreement dated as of March 15, 2010 (as amended, restated, supplemented or otherwise modified through the date hereof, the "RSA"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the RSA.

B. The Seller and the Purchaser have agreed to amend the RSA, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment. Effective as of the date hereof, subject to the satisfaction of the condition precedent set forth in Section 2 below, the RSA is hereby amended as follows:

1.1. Section 7.01 of the RSA is amended (A) to delete the word "or" appearing at the end of clause (j) thereof and (B) to delete clause (k) thereof in its entirety.

SECTION 2. Condition Precedent. This Amendment shall become effective and be deemed effective, as of the date first above written, upon receipt by the Administrative Agent of duly executed counterparts of this Amendment from the Seller and the Purchaser.

SECTION 3. Covenants, Representations and Warranties of the Seller and Servicer.

3.1 Upon the effectiveness of this Amendment, the Seller hereby reaffirms all covenants, representations and warranties made by it, to the extent the same are not amended hereby, in the RSA and agrees that all such covenants, representations and warranties shall be deemed to have been re-made as of the effective date of this Amendment.

3.2 Each of the Seller and the Purchaser hereby represents and warrants that this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity which may limit the availability of equitable remedies.

SECTION 4. Reference to and Effect on the RSA.

4.1 Upon the effectiveness of this Amendment, each reference in the RSA to "this Agreement," "hereunder," "hereof," "herein," "hereby" or words of like import shall mean and be a reference to the RSA as amended hereby, and each reference to the RSA in any other document, instrument or agreement executed and/or delivered in connection with the RSA shall mean and be a reference to the RSA as amended hereby.

4.2 Except as specifically amended hereby, the RSA and other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

4.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Purchaser under the RSA or any of the other Transaction Documents, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

SECTION 5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Amendment shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first set forth above by their respective officers thereto duly authorized, to be effective as hereinabove provided.

PURCHASER:

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: _____
Name: Vincent V. Rea
Title: Assistant Treasurer

SELLER:

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name: David J. Vajda
Title: Vice President, Treasurer & Chief Risk Officer

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Consented to as of the date first written above:

ADMINISTRATIVE AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name: Eric Williams
Title: Managing Director

MANAGING AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name: Eric Williams
Title: Managing Director

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EXECUTION VERSION

FOURTH AMENDMENT
to
RECEIVABLES PURCHASE AGREEMENT

Dated as of March 11, 2014

This FOURTH AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT (the "Amendment") is entered into as of March 11, 2014 by and among (i) COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Seller, (ii) COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Servicer, (iii) THE MANAGING AGENTS SIGNATORY HERETO, and (iv) THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as Administrative Agent.

PRELIMINARY STATEMENT

A. The Seller, the Servicer, the Managing Agents and the Administrative Agent are parties to that certain Receivables Purchase Agreement dated as of March 15, 2010 (as amended, restated, supplemented or otherwise modified through the date hereof, the "RPA"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the RPA.

B. The Seller, the Servicer, the Managing Agents and the Administrative Agent have agreed to amend the RPA, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment. Effective as of the date hereof, subject to the satisfaction of the condition precedent set forth in Section 2 below, the RPA is hereby amended as follows:

1.1. The defined term "Program Limit" appearing in Section 1.01 of the RPA is amended and restated in its entirety to read as follows:

"Program Limit" means, at any time, (w) during the period from January 19 of any calendar year to May 18 of such calendar year, $75,000,000, (x) during the period from May 19 of any calendar year to July 18 of such calendar year, $25,000,000, (y) during the period from July 19 of any calendar year to November 18 of such calendar year, $10,000,000 and (z) during the period from November 19 of any calendar year to January 18 of the immediately succeeding calendar year, $35,000,000. References to the unused portion of the Program Limit shall mean, at any time, the Program Limit (as then reduced pursuant to Section 2.01(b)), minus the aggregate outstanding Capital of all Receivable Interests under this Agreement. The "Program Limit" shall not exceed $75,000,000.

1.2. The defined term "Scheduled Commitment Termination Date" appearing in Section 1.01 of the RPA is amended to delete the reference to the date "March 11, 2014" and to insert the date "March 10, 2015" in the place thereof.

1.3. Schedule I to the RPA is amended and restated in its entirety as set forth on Schedule I hereto. Each reference to "Schedule I" in the RPA shall mean and be a reference to "Schedule I" attached hereto.

SECTION 2. Conditions Precedent. This Amendment shall become effective and be deemed effective, as of the date first above written, upon receipt by (x) the Administrative Agent of duly executed counterparts of (i) this Amendment from the Seller, the Servicer, the Administrative Agent and the Required Managing Agents and (ii) the First Amendment to the Receivables Sale Agreement of even date herewith among the Seller and the Purchaser and (y) receipt by each Managing Agent, in immediately available funds by wire transfer to the account of such Managing Agent as may be specified in writing by such Managing Agent, of a renewal fee equal to 0.05% times the highest Commitment of the Bank Purchasers in such Managing Agent's Purchase Group for any month or months (or portion thereof) set forth in Schedule I to the RPA.

SECTION 3. Covenants, Representations and Warranties of the Seller and Servicer.

3.1 Upon the effectiveness of this Amendment, each of the Seller and the Servicer hereby reaffirms all covenants, representations and warranties made by it, to the extent the same are not amended hereby, in the RPA and agrees that all such covenants, representations and warranties shall be deemed to have been re-made as of the effective date of this Amendment.

3.2 Each of the Seller and the Servicer hereby represents and warrants that this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity which may limit the availability of equitable remedies.

SECTION 4. Reference to and Effect on the RPA.

4.1 Upon the effectiveness of this Amendment, each reference in the RPA to "this Agreement," "hereunder," "hereof," "herein," "hereby" or words of like import shall mean and be a reference to the RPA as amended hereby, and each reference to the RPA in any other document, instrument or agreement executed and/or delivered in connection with the RPA shall mean and be a reference to the RPA as amended hereby.

4.2 Except as specifically amended hereby, the RPA and other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

4.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Purchasers, the Managing Agent or the Administrative Agent under the RPA or any of the other Transaction Documents, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

SECTION 5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Amendment shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first set forth above by their respective officers thereto duly authorized, to be effective as hereinabove provided.

SELLER:

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: _____
Name: Vincent V. Rea
Title: Assistant Treasurer

SERVICER:

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name: David J. Vajda
Title: Vice-President, Treasurer & Chief Risk Officer

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ADMINISTRATIVE AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name: Eric Williams
Title: Managing Director

MANAGING AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name: Eric Williams
Title: Managing Director

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SCHEDULE I

Commitments; Purchaser Groups

At any time during the period from January 19 to May 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$75,000,000	$75,000,000
		TOTAL	**$75,000,000**	**$75,000,000**

At any time during the period from May 19 to July 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$25,000,000	$25,000,000
		TOTAL	**$25,000,000**	**$25,000,000**

At any time during the period from July 19 to November 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$10,000,000	$10,000,000
		TOTAL	**$10,000,000**	**$10,000,000**

At any time during the period from November 19 to January 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$35,000,000	$35,000,000
		TOTAL	**$35,000,000**	**$35,000,000**

EXECUTION COPY

FIFTH AMENDMENT
to
RECEIVABLES PURCHASE AGREEMENT

Dated as of March 10, 2015

This FIFTH AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT (the "Amendment") is entered into as of March 10, 2015 by and among (i) COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Seller, (ii) COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Servicer, (iii) THE MANAGING AGENTS SIGNATORY HERETO, and (iv) THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as Administrative Agent.

PRELIMINARY STATEMENT

A. The Seller, the Servicer, the Managing Agents and the Administrative Agent are parties to that certain Receivables Purchase Agreement dated as of March 15, 2010 (as amended, restated, supplemented or otherwise modified through the date hereof, the "RPA"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the RPA.

B. The Seller, the Servicer, the Managing Agents and the Administrative Agent have agreed to amend the RPA, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment. Effective as of the date hereof, subject to the satisfaction of the condition precedent set forth in Section 2 below, the RPA is hereby amended as follows:

1.1. Clause (c) of the definition of "Eligible Receivable" appearing in Section 1.01 of the RPA is amended and restated in its entirety to read as follows:

(c) the Obligor of such Receivable (i) is a United States resident, (ii) is a Designated Obligor, (iii) is not a NiSource Entity and (iv) is not a Sanctioned Person;

1.2. The definition of "Scheduled Commitment Termination Date" appearing in Section 1.01 of the RPA is amended to delete the reference to the date "March 10, 2015" and to insert the date "March 9, 2016" in the place thereof.

1.3. Section 1.01 of the RPA is amended to insert the following definitions in appropriate alphabetical order therein:

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Transaction Parties or their respective Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the Foreign Corrupt

Practices Act of 1977, as amended, and any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions, including, without limitation, on March 20, 2015, Cuba, Burma (Myanmar), Iran, North Korea, Sudan and Syria.

"Sanctioned Person" means, at any time, (a) any Person currently the subject or the target of any Sanctions, including any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, and (b) any Person controlled by any such Person.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time (a) by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. State Department, the U.S. Department of Commerce or the U.S. Department of the Treasury, or (b) by any other relevant sanctions authority, including the U.S. and Canada.

1.4. Section 4.01(u) of the RPA is amended and restated in its entirety to read as follows:

(u) The Seller is neither (i) an "investment company" or a company "controlled by an investment company" within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act"), nor (ii) a "covered fund" under Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder. In determining that the Seller is not a covered fund, the Seller is entitled to rely on the exemption from the definition of "investment company" set forth in Section 3(c)(5) of the Investment Company Act

1.5. Section 4.01 of the RPA is amended to add the following as new clause (y) after clause (x) thereof:

(y) Policies and procedures have been implemented and maintained by or on behalf of the Seller that are reasonably designed to achieve compliance by the Seller and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, giving due regard to the nature of its business and activities, and the Seller and its officers and employees acting in any capacity in connection with or directly benefitting from the facility established hereby are in compliance with Anti-Corruption Laws and applicable Sanctions, in each case in all material respects. None of the Seller or, to the knowledge of the Seller, any of its directors, officers, employees, or agents that will act in any capacity in connection with or directly benefit from the facility established hereby, is a Sanctioned Person. The Seller is not organized or resident in a Sanctioned Country. No purchase hereunder or use of proceeds thereof by the Seller in any manner will violate Anti-Corruption Laws or applicable Sanctions.

1.6. Section 4.02 of the RPA is amended to add the following as new clause (k) after clause (j) thereof:

(k) Policies and procedures have been implemented and maintained by or on behalf of each of the Transactions Parties (other than the Seller) that are reasonably designed to achieve compliance by such Transaction Parties and their respective Subsidiaries, directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, giving due regard to the nature of such Person's business and activities, and each of such Transaction Parties, their respective Subsidiaries and their respective officers and employees acting in any capacity in connection with or directly benefitting from the facility established hereby, are in compliance with Anti-Corruption Laws and applicable Sanctions, in each case in all material respects. None of (a) the Transactions Parties (other than the Seller) or any of their respective Subsidiaries or, to the knowledge of such Transaction Parties, as applicable, any of their respective directors, officers, employees, or agents that will act in any capacity in connection with or directly benefit from the facility established hereby, is a Sanctioned Person, and (b) such Transaction Parties or any of their respective Subsidiaries is organized or resident in a Sanctioned Country. No purchase hereunder or use of proceeds thereof by any Transactions Parties (other than the Seller) in any manner will violate Anti-Corruption Laws or applicable Sanctions.

1.7. Section 5.01 of the RPA is amended to add the following as new clause (v) after clause (u) thereof:

(v) Anti-Corruption Laws and Sanctions.

(i) Policies and procedures will be maintained and enforced by or on behalf of the Seller that are designed in good faith and in a commercially reasonable manner to promote and achieve compliance, in the reasonable judgment of the Seller, by the Seller and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, in each case giving due regard to the nature of such Person's business and activities.

(ii) The Seller will not request any purchase hereunder, and shall ensure its directors, officers, employees and agents shall not use, the proceeds of any purchaser hereunder (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent doing so would violate any Sanctions, or (C) in any other manner that would result in liability to any party hereto under any applicable Sanctions or the violation of any Sanctions by any such Person.

1.8. Section 6.05 of the RPA is amended to add the following as new clause (d) after clause (c) thereof:

(d) Anti-Corruption Laws and Sanctions.

(i) Policies and procedures will be maintained and enforced by or on behalf of each of the Transaction Parties (other than the Seller) that are designed in good faith and in a commercially reasonable manner to promote and achieve compliance, in the reasonable judgment of such Transaction Party, by the each such Transaction Party and each of its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, in each case giving due regard to the nature of such Person's business and activities.

(ii) The Transaction Parties shall ensure that their respective Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any purchase hereunder (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent doing so would violate any Sanctions, or (C) in any other manner that would result in liability to any party hereto under any applicable Sanctions or the violation of any Sanctions by any such Person.

1.9. Schedule I to the RPA is amended and restated in its entirety as set forth on Schedule I hereto. Each reference to "Schedule I" in the RPA shall mean and be a reference to "Schedule I" attached hereto.

SECTION 2. Conditions Precedent. This Amendment shall become effective and be deemed effective, as of the date first above written, upon (i) receipt by the Administrative Agent of duly executed counterparts of this Amendment from the Seller, the Servicer, the Administrative Agent and the Required Managing Agents and (ii) receipt by each Managing Agent, in immediately available funds by wire transfer to the account of such Managing Agent as may be specified in writing by such Managing Agent, of a renewal fee equal to 0.05% times the highest Commitment of the Bank Purchasers in such Managing Agent's Purchase Group for any month or months (or portion thereof) set forth in Schedule I to the RPA.

SECTION 3. Covenants, Representations and Warranties of the Seller and Servicer.

3.1 Upon the effectiveness of this Amendment, each of the Seller and the Servicer hereby reaffirms all covenants, representations and warranties made by it, to the extent the same are not amended hereby, in the RPA and agrees that all such covenants, representations and warranties shall be deemed to have been re-made as of the effective date of this Amendment.

3.2 Each of the Seller and the Servicer hereby represents and warrants that this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity which may limit the availability of equitable remedies.

SECTION 4. Reference to and Effect on the RPA.

4.1 Upon the effectiveness of this Amendment, each reference in the RPA to "this Agreement," "hereunder," "hereof," "herein," "hereby" or words of like import shall mean and be a reference to the RPA as amended hereby, and each reference to the RPA in any other document, instrument or agreement executed and/or delivered in connection with the RPA shall mean and be a reference to the RPA as amended hereby.

4.2 Except as specifically amended hereby, the RPA and other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

4.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Purchasers, the Managing Agent or the Administrative Agent under the RPA or any of the other Transaction Documents, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

SECTION 5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Amendment shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first set forth above by their respective officers thereto duly authorized, to be effective as hereinabove provided.

SELLER:

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: _____
Name: Vincent V. Rea
Title: Assistant Treasurer

SERVICER:

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name: David J. Vajda
Title: Vice President, Treasurer & Chief Risk Officer

ADMINISTRATIVE AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name: Eric Williams
Title: Managing Director

MANAGING AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name: Eric Williams
Title: Managing Director

SCHEDULE I

Commitments; Purchaser Groups

At any time during the period from January 19 to May 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$75,000,000	$75,000,000
		TOTAL	**$75,000,000**	**$75,000,000**

At any time during the period from May 19 to July 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$25,000,000	$25,000,000
		TOTAL	**$25,000,000**	**$25,000,000**

At any time during the period from July 19 to November 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$10,000,000	$10,000,000
		TOTAL	**$10,000,000**	**$10,000,000**

At any time during the period from November 19 to January 18:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	Victory Receivables Corporation	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$35,000,000	$35,000,000
		TOTAL	**$35,000,000**	**$35,000,000**

Execution Version

SIXTH AMENDMENT
to
RECEIVABLES PURCHASE AGREEMENT

Dated as of March 9, 2016

This SIXTH AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT (the "Amendment") is entered into as of March 9, 2016 by and among (i) COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Seller, (ii) COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Servicer, (iii) THE MANAGING AGENTS SIGNATORY HERETO, and (iv) THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as Administrative Agent.

PRELIMINARY STATEMENT

A. The Seller, the Servicer, the Managing Agents and the Administrative Agent are parties to that certain Receivables Purchase Agreement dated as of March 15, 2010 (as amended, restated, supplemented or otherwise modified through the date hereof, the "RPA"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the RPA.

B. The Seller, the Servicer, the Managing Agents and the Administrative Agent have agreed to amend the RPA, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment. Effective as of the date hereof, subject to the satisfaction of the condition precedent set forth in Section 2 below, the RPA is hereby amended as follows:

1.1. The definition of "Scheduled Commitment Termination Date" appearing in Section 1.01 of the RPA is amended to delete the reference to the date "March 9, 2016" and to insert the date "March 8, 2017" in the place thereof.

SECTION 2. Conditions Precedent. This Amendment shall become effective and be deemed effective, as of the date first above written, upon (i) receipt by the Administrative Agent of duly executed counterparts of this Amendment from the Seller, the Servicer, the Administrative Agent and the Required Managing Agents and (ii) receipt by each Managing Agent, in immediately available funds by wire transfer to the account of such Managing Agent as may be specified in writing by such Managing Agent, of a renewal fee equal to 0.05% times the highest Commitment of the Bank Purchasers in such Managing Agent's Purchase Group for any month or months (or portion thereof) set forth in Schedule I to the RPA.

SECTION 3. Covenants, Representations and Warranties of the Seller and Servicer.

3.1 Upon the effectiveness of this Amendment, each of the Seller and the Servicer hereby reaffirms all covenants, representations and warranties made by it, to the extent the same are not amended hereby, in the RPA and agrees that all such covenants, representations and warranties shall be deemed to have been re-made as of the effective date of this Amendment.

3.2 Each of the Seller and the Servicer hereby represents and warrants that this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity which may limit the availability of equitable remedies.

SECTION 4. Reference to and Effect on the RPA.

4.1 Upon the effectiveness of this Amendment, each reference in the RPA to "this Agreement," "hereunder," "hereof," "herein," "hereby" or words of like import shall mean and be a reference to the RPA as amended hereby, and each reference to the RPA in any other document, instrument or agreement executed and/or delivered in connection with the RPA shall mean and be a reference to the RPA as amended hereby.

4.2 Except as specifically amended hereby, the RPA and other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

4.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Purchasers, the Managing Agent or the Administrative Agent under the RPA or any of the other Transaction Documents, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

SECTION 5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Amendment shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first set forth above by their respective officers thereto duly authorized, to be effective as hereinabove provided.

SELLER:

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: _____
Name: Donald E. Brown
Title: President, Chief Financial Officer and Treasurer

SERVICER:

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name: Donald E. Brown
Title: Executive Vice President, Chief Financial Officer and Treasurer

ADMINISTRATIVE AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____

Name: Eric Williams
Title: Managing Director

MANAGING AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____

Name: Eric Williams
Title: Managing Director

Andrew S. Tubbs
Senior Counsel
Legal Department

800 N. Third Street, Suite 204
Harrisburg, PA 17102
Office: 717.238.0463
astubbs@nisource.com

February 15, 2017

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

Re: Amendment to Affiliated Interest Agreement Between Columbia Gas of Pennsylvania, Inc. and Columbia Gas of Pennsylvania Receivables Corporation
Docket No. G-2017-

Dear Secretary Chiavetta:

Columbia Gas of Pennsylvania, Inc. ("Columbia") proposes to amend the Receivables Purchase Agreement ("RPA") among Columbia Gas, Columbia Gas of Pennsylvania Receivables Corporation ("CPRC") and The Bank of Tokyo – Mitsubishi UFJ, LTD ("Third Party Purchaser"). The amendments are intended to update the RPA to match current market practice and to provide clarity relative to existing operational flexibility.

BACKGROUND

On November 13, 2009, Columbia filed an application pursuant to Chapters 11 and 21 of the Pennsylvania Public Utility Code requesting: (a) approval of the sale of accounts receivable to a then to be created wholly-owned subsidiary, CPRC; (b) the approval of Columbia to acquire all of the capital stock of CPRC; and (c) the approval of the affiliated interest agreements related to the sale of accounts receivable to CPRC. By Order entered on February 25, 2010, the Commission approved Columbia's sale of accounts receivable to CPRC, the acquisition by Columbia of all the capital stock of CPRC and the related affiliated transactions and issued certificates of public convenience evidencing such approvals.

On April 7, 2010, consistent with the Commission's February 25, 2010 Order approving its Application, Columbia filed a letter informing the Commission that Columbia had acquired all the capital stock of CPRC and provided the Commission with copies of the executed Receivable Sales Agreement ("RSA") for the sale of Columbia's accounts receivables to CPRC and the RPA by which CPRC funded its purchase the accounts receivable through the sale of undivided fractional ownership interests in Columbia's accounts receivables to unaffiliated parties. Columbia is a party to the RPA due to its

responsibilities as servicer for collection of receivables. Further, Columbia filed a copy of the executed Administrative Service Agreement under which Columbia performs record keeping and cash collection functions for the accounts receivable sold to CPRC.

On October 21, 2011, Columbia requested Commission authority to modify the seasonal capacity limits in the RPA, subject to filing the updated program limits as part of the annual renewal process. The Commission granted Columbia's request by Secretarial Letter issued on January 13, 2012. In addition, the Commission stated that Columbia must file any further amendments associated with the financing of Columbia's accounts receivables for approval. Columbia intends to again extend the RPA for an additional 364 days.

DESCRIPTION OF PROPOSED AMENDMENTS

The proposed amendments are set forth in the attached Seventh Amendment to the RPA, and are described below:

1. Section 1.01 –

    a. The definition of "Eurodollar Rate" contained in Section 1.01 will be amended to reflect current market practice in identifying the source of the London interbank offered rate. In keeping with current market practice, the definition clarifies that if such rate is below zero, the rate will be deemed to be zero.

    b. The definition of "Program Limit" contained in Section 1.01 of the RPA, and related Schedule I, will be amended to reflect new seasonal funding limits. The Commission previously authorized annual changes to the Program Limits by the Order at G-2011-2268697.

    c. The definition of "Scheduled Commitment Termination Date" contained in Section 1.01 of the RPA will be amended to extend the agreement by 364 days.

2. Section 2.13 – New Section 2.13 of the RPA, and related Schedule K, will specifically permit reductions of Aggregate Capital from the Third Party Purchaser. While Columbia, CPRC and the Third Party Purchaser believe that the existing RPA currently permits such reductions, the parties would prefer if the agreement was more specific on this point. On the occasions where drawing the maximum permitted Aggregate Capital is not necessary, this will permit reductions that will reduce the costs of operating the facility.

3. Section 6.02(g) – The proposed amendment will result in moving up monthly reporting by one business day.

Columbia seeks Commission approval of these amendments to the RPA. The proposed revisions will not impact the current operation of the RPA and may result in increased efficiencies in the administration of the agreement.

Based upon the Commission's 2012 Secretarial Letter, Columbia respectfully requests that the Pennsylvania Public Utility Commission approve, pursuant to Section 2102 of

the Public Utility Code, 66 Pa. C.S. § 2012, the above-described amendment to the affiliated interest agreement with Columbia Gas of Pennsylvania Receivables Corporation prior to the scheduled **March 8, 2013** commitment date.

Respectfully submitted,

Andrew S. Tubbs

AST/sfh

cc: Paul T. Diskin
David Huff
Charis Mincavage
Aron J. Beatty

SEVENTH AMENDMENT
to
RECEIVABLES PURCHASE AGREEMENT

Dated as of March [8], 2017

This SEVENTH AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT (the "Amendment") is entered into as of March [8], 2017 by and among (i) COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Seller, (ii) COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Servicer, (iii) THE MANAGING AGENTS SIGNATORY HERETO, and (iv) THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as Administrative Agent.

PRELIMINARY STATEMENT

A. The Seller, the Servicer, the Managing Agents and the Administrative Agent are parties to that certain Receivables Purchase Agreement dated as of March 15, 2010 (as amended, restated, supplemented or otherwise modified through the date hereof, the "RPA"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the RPA.

B. The Seller, the Servicer, the Managing Agents and the Administrative Agent have agreed to amend the RPA, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment. Effective as of the date hereof, subject to the satisfaction of the condition precedent set forth in Section 2 below, the RPA is hereby amended as follows:

1.1. The definition of "Eurodollar Rate" appearing in Section 1.01 of the RPA is amended and restated in its entirety to read as follows:

"Eurodollar Rate" means, with respect to each Purchaser and any Eurodollar Tranche Period, an interest rate per annum determined on the basis of the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other Person which takes over the administration of that rate) for deposits in Dollars for a period approximately equal to such Eurodollar Tranche Period as it appears on the relevant display page on the Bloomberg Professional Service (or any successor or substitute page or service providing quotations of interest rates applicable to Dollar deposits in the London interbank market comparable to those currently provided on such page, as determined by such Purchaser from time to time), at approximately 11:00 a.m., London, England time, three (3) Business Days prior to the first day of such Eurodollar Tranche Period. Notwithstanding the foregoing, if the interest rate per annum determined pursuant to the preceding sentence is below zero, such interest rate per annum will be deemed to be zero for purposes of this Agreement.

1.2. The definition of "Program Limit" appearing in Section 1.01 of the RPA is amended and restated in its entirety to read as follows:

"Program Limit" means, at any time, (w) during the period from [January 19] of any calendar year to [May 18] of such calendar year, $[75,000,000], (x) during the period from [May 19] of any calendar year to [July 18] of such calendar year, $[25,000,000], (y) during the period from [July 19] of any calendar year to [November 18] of such calendar year, $[10,000,000] and (z) during the period from [November 19] of any calendar year to [January 18] of the immediately succeeding calendar year, $[35,000,000]. References to the unused portion of the Program Limit shall mean, at any time, the Program Limit (as then reduced pursuant to Section 2.01(b)), minus the aggregate outstanding Capital of all Receivable Interests under this Agreement. The "Program Limit" shall not exceed $[75,000,000].

1.3. The definition of "Scheduled Commitment Termination Date" appearing in Section 1.01 of the RPA is amended to delete the reference to the date "March 8, 2017" and to insert the date "March 7, 2018" in the place thereof.

1.4. Article II of the RPA is amended to add the following as new Section 2.13 immediately following Section 2.12 thereof:

SECTION 2.13 Decreases. The Seller shall provide the Administrative Agent and each Managing Agent with prior written notice in the form set forth as Annex K hereto (a "Reduction Notice") of any proposed reduction of the Aggregate Capital at least one (1) Business Day prior to the Proposed Reduction Date. Such Reduction Notice shall designate (i) the date (the "Proposed Reduction Date") upon which any such reduction of the Aggregate Capital shall occur (which date shall be at least one (1) Business Day prior thereto), and (ii) the amount by which the Aggregate Capital is to be reduced (the "Aggregate Reduction") which shall be distributed ratably to each Purchaser Group based upon the Capital held by each Purchaser Group and which shall be applied by each Managing Agent ratably to the Receivable Interests of the Purchasers in such Managing Agent's Purchaser Group ratably in accordance with the amount of outstanding Capital owned by such Purchasers. Only one (1) Reduction Notice may be outstanding at any time. No Aggregate Reduction shall be made with funds other than Collections or other funds of the Seller. No Aggregate Reduction shall be made following the occurrence of and during the continuance of an Event of Termination or an Incipient Event of Termination without the prior written consent of the Administrative Agent.

1.5. Section 6.02(g) of the RPA is amended by deleting the words "second (2nd) Business Day" set forth therein and replacing them with the words "third (3rd) Business Day".

1.6. Schedule I to the RPA is amended and restated in its entirety as set forth on Schedule I hereto. Each reference to "Schedule I" in the RPA shall mean and be a reference to "Schedule I" attached hereto.

1.7. The RPA is amended to include the Annex K attached hereto as Annex K to the RPA.

SECTION 2. Conditions Precedent. This Amendment shall become effective and be deemed effective, as of the date first above written, upon (i) receipt by the Administrative Agent of duly executed counterparts of this Amendment from the Seller, the Servicer, the Administrative Agent and the Required Managing Agents and (ii) receipt by each Managing Agent, in immediately available funds by wire transfer to the account of such Managing Agent as may be specified in writing by such Managing Agent, of a renewal fee equal to 0.05% times the highest Commitment of the Bank Purchasers in such Managing Agent's Purchase Group for any month or months (or portion thereof) set forth in Schedule I to the RPA.

SECTION 3. Covenants, Representations and Warranties of the Seller and Servicer.

3.1 Upon the effectiveness of this Amendment, each of the Seller and the Servicer hereby reaffirms all covenants, representations and warranties made by it, to the extent the same are not amended hereby, in the RPA and agrees that all such covenants, representations and warranties shall be deemed to have been re-made as of the effective date of this Amendment.

3.2 Each of the Seller and the Servicer hereby represents and warrants that this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity which may limit the availability of equitable remedies.

SECTION 4. Reference to and Effect on the RPA.

4.1 Upon the effectiveness of this Amendment, each reference in the RPA to "this Agreement," "hereunder," "hereof," "herein," "hereby" or words of like import shall mean and be a reference to the RPA as amended hereby, and each reference to the RPA in any other document, instrument or agreement executed and/or delivered in connection with the RPA shall mean and be a reference to the RPA as amended hereby.

4.2 Except as specifically amended hereby, the RPA and other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

4.3 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Purchasers, the Managing Agent or the Administrative Agent under the RPA or any of the other Transaction Documents, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

SECTION 5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery by facsimile or other

electronic transmission of an executed counterpart of a signature page to this Amendment shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first set forth above by their respective officers thereto duly authorized, to be effective as hereinabove provided.

SELLER:

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: _____
Name:
Title:

SERVICER:

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name:
Title:

MANAGING AGENT:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH

By: _____
Name:
Title:

Annex K
to Seventh Amendment to
Receivables Purchase Agreement

ANNEX K

FORM OF REDUCTION NOTICE

[Date]

The Bank of Tokyo-Mitsubishi-UFJ, Ltd., [MANAGING AGENT]
New York Branch,
as Managing Agent
1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Facsimile: (212) 782-6448

Re: Reduction Notice

Ladies and Gentlemen:

Reference is hereby made to that certain Receivables Purchase Agreement, dated as of March 15, 2010, among Columbia Gas of Pennsylvania Receivables Corporation (the "Seller"), Columbia Gas of Pennsylvania, Inc., as the initial "Servicer", the Bank Purchasers, Conduit Purchasers and Managing Agents party thereto from time to time and The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Receivables Purchase Agreement"). Capitalized terms used herein shall have the meanings assigned to such terms in the Receivables Purchase Agreement.

Pursuant to Section 2.13 of the Receivables Purchase Agreement, the Seller hereby notifies the Administrative Agent of the following reduction of Aggregate Capital from Collections[and other funds of the Seller]. The proposed date of such reduction is [DATE] (the "Proposed Reduction Date").[1] The amount of Aggregate Capital to be reduced on the Proposed Reduction Date is $[_____], which will be applied to reduce each Purchaser Group's share of Aggregate Capital as follows:

$[_____] to the Purchaser Group for which [_____] is the Managing Agent; and

$[_____] to the Purchaser Group for which [_____] is the Managing Agent.

In connection with the reduction to be made on the Proposed Reduction Date, the Seller hereby certifies that the following statements are true on the date hereof, and will be true on the Proposed Reduction Date (before and after giving effect to the proposed reduction):

[1] Must be at least one (1) Business Day after the date of this notice.

a. the representations and warranties contained in Sections 4.01 and 4.02 of the Receivables Purchase Agreement are correct on and as of the Proposed Reduction Date as though made on and as of such date; and

b. no event has occurred and is continuing, or would result from the proposed reduction, that constitutes an Event of Termination, an Involuntary Bankruptcy Event or an Incipient Event of Termination.

Very truly yours,

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By: _____
Name:
Title:

SCHEDULE I

Commitments: Purchaser Groups

At any time during the period from [January 19 to May 18]:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	N/A	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$[75,000,000]	$[75,000,000]
		TOTAL	**$[75,000,000]**	**$[75,000,000]**

At any time during the period from [May 19 to July 18]:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	N/A	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$[25,000,000]	$[25,000,000]
		TOTAL	**$[25,000,000]**	**$[25,000,000]**

At any time during the period from [July 19 to November 18]:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	N/A	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$[10,000,000]	$[10,000,000]
		TOTAL	**$[10,000,000]**	**$[10,000,000]**

At any time during the period from [November 19 to January 18]:

Purchaser Group	Conduit Purchaser(s)	Bank Purchaser(s)	Commitment	Group Purchase Limit
BTMU Purchaser Group	N/A	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$[35,000,000]	$[35,000,000]
		TOTAL	**$[35,000,000]**	**$[35,000,000]**

AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT

Dated as of March 6, 2019

among

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION,
as the Seller,

THE ENTITIES PARTY HERETO FROM TIME TO TIME
AS CONDUIT PURCHASERS,

THE ENTITIES PARTY HERETO FROM TIME TO TIME
AS BANK PURCHASERS,

THE ENTITIES PARTY HERETO FROM TIME TO TIME
AS MANAGING AGENTS,

THE BANK OF NOVA SCOTIA,
as the Administrative Agent,

and

COLUMBIA GAS OF PENNSYLVANIA, INC.,
as the Servicer

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AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT

Dated as of March 6, 2019

THIS AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this *"Agreement"*) is entered into as of March 6, 2019 by and among COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Seller, THE ENTITIES FROM TIME TO TIME PARTY HERETO AS CONDUIT PURCHASERS, THE ENTITIES FROM TIME TO TIME PARTY HERETO AS BANK PURCHASERS, THE ENTITIES FROM TIME TO TIME PARTY HERETO AS MANAGING AGENTS (each a *"Managing Agent"* and collectively, the *"Managing Agents"*), THE BANK OF NOVA SCOTIA (*"Scotia"*), as Administrative Agent, and COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Servicer.

PRELIMINARY STATEMENTS

WHEREAS, the Seller, the Conduit Purchasers, the Bank Purchasers, the Managing Agents, the Administrative Agent and the Servicer have previously entered into that certain Receivables Purchase Agreement dated as of March 15, 2010 (as assigned, amended, restated, supplemented and otherwise modified from time to time, the *"Original Agreement"*).

WHEREAS, subject to and upon the terms and conditions set forth herein, the parties hereto desire to make certain amendments to the Original Agreement and, for the sake of clarity and convenience, amend and restate the Original Agreement in its entirety in the form of this Agreement, and from and after the date hereof, all references made to the Original Agreement in any Transaction Document or in any other instrument or document shall, without more, be deemed to refer to this Agreement. This Receivables Purchase Agreement constitutes for all purposes an amendment to the Original Agreement and not a new or substitute agreement.

WHEREAS, the Seller has acquired, and may continue to acquire, Receivables from the Originator, either by purchase or by contribution to the capital of the Seller. The Seller is prepared to sell undivided fractional ownership interests (referred to herein as *"Receivable Interests"*) in the Receivables.

WHEREAS, each Conduit Purchaser may, in its sole discretion, purchase such Receivable Interests, and each Bank Purchaser has agreed to purchase such Receivable Interests, in each case on the terms and conditions set forth herein.

WHEREAS, each Managing Agent has been requested and is willing to act as Managing Agent on behalf of the Conduit Purchasers and the Bank Purchasers in its Purchaser Group in accordance with the terms hereof.

Accordingly, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"*Accounting Based Consolidation Event*" means the consolidation, for financial and/or regulatory accounting purposes, of all or any portion of the assets and liabilities of any Conduit Purchaser that are the subject of this Agreement or any other Transaction Document with all or any portion of the assets and liabilities of the Bank Purchaser or Managing Agent of such Conduit Purchaser's Purchaser Group or the Administrative Agent or any of their affiliates as the result of the existence of, or occurrence of any change in, accounting standards or the issuance of any pronouncement, interpretation or release (including, without limitation, the Financial Accounting Standards Board Interpretation No. 46(R) and Financial Accounting Standard No. 160), by any accounting body or any other body charged with the promulgation or administration of accounting standards, including, without limitation, the Financial Accounting Standards Board, the International Accounting Standards Board, the American Institute of Certified Public Accountants, the Federal Reserve Board of Governors and the Securities and Exchange Commission, and shall occur as of the date that such consolidation (i) shall have occurred with respect to the financial statements of such Managing Agent, such Bank Purchaser or the Administrative Agent or any of their affiliates, as applicable, or (ii) shall have been required to have occurred, regardless of whether such financial statements were prepared as of such date.

"*Adjusted Eurodollar Rate*" means, with respect to any Eurodollar Tranche for any Settlement Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the Eurodollar Rate for such Settlement Period multiplied by (b) a fraction equal to one divided by one minus the Eurodollar Rate Reserve Percentage.

"*Administrative Agent*" means The Bank of Nova Scotia, in its capacity as contractual representative for the Conduit Purchasers and the Bank Purchasers hereunder, and any successor thereto in such capacity appointed pursuant to Article VIII.

"*Adverse Claim*" means a lien, security interest or other charge or encumbrance, or other right or claim in, of or on any asset or property of a Person in favor of another Person.

"*Affected Person*" has the meaning specified in Section 2.08.

"*Affiliate*" means, for any Person, any other Person which (i) is a Subsidiary of such Person or (ii) directly or indirectly, is in control of, is controlled by, or is under common control with such Person. For purposes of this definition, "*control*" means the power, directly or indirectly, to cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Aggregate Capital" means, on any date of determination, the aggregate amount of Capital of all Receivable Interests outstanding on such date.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Transaction Parties or their respective Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the Foreign Corrupt Practices Act of 1977, as amended, and any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

"Assignee Rate" means, for any Settlement Period for any Receivable Interest, an interest rate per annum equal to the Adjusted Eurodollar Rate for such Settlement Period; *provided, however,* that in case of:

(i) any Settlement Period on or prior to the first day of which any Managing Agent shall have notified the Administrative Agent that the introduction of or any change in, or in the interpretation of, any law or regulation makes it unlawful, or any central bank or other governmental authority asserts that it is unlawful, for any Purchaser in such Managing Agent's Purchaser Group to fund such Receivable Interest at the Assignee Rate set forth above (and such Managing Agent shall not have subsequently notified the Administrative Agent that such circumstances no longer exist);

(ii) any Settlement Period of less than one month;

(iii) if a Eurodollar Unavailability Condition shall exist or if notice is insufficient for funding at the Adjusted Eurodollar Rate;

(iv) for the first three (3) Business Days of any Settlement Period as to which the Administrative Agent receives notice from any Managing Agent, after 12:00 noon (New York City time) on the third (3rd) Business Day preceding the first day of a Settlement Period, that the related Receivable Interest will not be funded by the issuance of commercial paper by any Conduit Purchaser in such Managing Agent's Purchaser Group;

(iv) any Settlement Period for a Receivable Interest the Capital of which allocated to the Purchasers is less than $500,000; or

(v) any Settlement Period for which the Seller chooses the Base Rate as the Assignee Rate by written notice to the Administrative Agent;

the Assignee Rate for such Settlement Period for the affected Purchasers shall be an interest rate per annum equal to the Base Rate in effect from time to time during such Settlement Period; and *provided, further,* that if the purchase of such Receivable Interest has been funded by a Conduit Support Provider, such Receivable Interest shall be funded using the Eurodollar Rate, or, in the event a Eurodollar Unavailability Condition has occurred and is continuing, the Base Rate, in each case for such Conduit Support Provider set forth in the applicable Liquidity Asset Purchase

Agreement; and *provided, further,* that at all times following the occurrence and during the continuation of an Event of Termination, the Assignee Rate shall be an interest rate per annum equal to the Base Rate in effect from time to time plus 2.50%.

"*Assignment and Acceptance*" means an assignment and acceptance agreement entered into by a Managing Agent, a Bank Purchaser, an Eligible Assignee and the Administrative Agent, pursuant to which such Eligible Assignee may become a party to this Agreement, in substantially the form of Annex A hereto.

"*Balanced Payment Plan*" means a balanced or levelized payment plan of the Originator made available to an Obligor.

"*Bank Purchaser*" means, as to any Purchaser Group, each of the Persons listed on Schedule I hereto as a "Bank Purchaser" for such Purchaser Group, or in any Assignment and Acceptance or Joinder Agreement as a "Bank Purchaser" for the applicable Purchaser Group, together with its respective successors and permitted assigns.

"*Base Rate*" means, for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% and (c) the Adjusted Eurodollar Rate for a one-month Settlement Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 2.50%; *provided* that, for the avoidance of doubt, the Adjusted Eurodollar Rate for any day shall be based on the rate appearing on the Reuters Screen LIBOR01 Page (or comparable replacement page) at approximately 11:00 a.m. London time on such day. For purposes hereof, *"Prime Rate"* means the rate of interest per annum publicly announced from time to time by the Administrative Agent as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective on the date such change is publicly announced as effective; and *"Federal Funds Effective Rate"* means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/16 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/16 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it. If for any reason the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms thereof, the Base Rate shall be the Prime Rate until the circumstances giving rise to such inability no longer exist. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Eurodollar Rate shall be effective on the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Eurodollar Rate, respectively.

"*Blocked Account*" means an account maintained at a bank for the purpose of receiving Collections, with respect to which account a Blocked Account Agreement has been executed.

"*Blocked Account Agreement*" means an agreement, in substantially the form of Annex B (or in such other form as may be approved in writing by the Administrative Agent) duly executed by the Seller, the Originator, the Administrative Agent and a Blocked Account Bank.

"*Blocked Account Bank*" means any bank at which a Blocked Account is maintained.

"*Broken Funding Costs*" means for any Purchaser and any Receivable Interest which (i) is terminated or has its Capital reduced for any reason (x) on a Settlement Date, if the applicable Managing Agent shall have received less than three (3) Business Days' notice of such reduction or (y) on any day other than a Settlement Date, (ii) in the case of a Conduit Purchaser, assigns all or any portion of its Capital to a Conduit Support Provider prior to the Termination Date or, (iii) in the case of a Match Funded Conduit Purchaser, is terminated or has its Capital reduced for any reason prior to the date on which the related CP Tranche Period or Eurodollar Tranche Period, as applicable, was originally scheduled to end, an amount equal to the excess, if any, of (A) the Yield that would have accrued during the remainder of the Settlement Period (or, in the case of clause (iii) above, the CP Tranche Period or Eurodollar Tranche Period, as applicable) during which such reduction, assignment or termination occurs for commercial paper determined by the applicable Managing Agent to relate to such Capital, over (B) the sum of (x) to the extent all or a portion of such Capital is allocated to another Receivable Interest, the amount of Yield actually accrued during the remainder of such period on such Capital for the new Receivable Interest, and (y) to the extent such Capital is not allocated to another Receivable Interest, the income, if any, actually received during the remainder of such period by such Purchaser from investing the portion of such Capital not so allocated. In the event that the amount referred to in clause (B) exceeds the amount referred to in clause (A), the relevant Purchaser or Purchasers agree to pay to the Seller the amount of such excess. For any Purchaser and any Receivable Interest which fails to become subject to a reduction on the day specified in any notice of reduction delivered by the Seller or Servicer, "*Broken Funding Costs*" means all increased losses, costs and expenses incurred by such Purchaser as a result of such failure. All Broken Funding Costs shall be due and payable hereunder upon presentation of a certificate of the applicable Purchaser to the Seller setting forth a calculation of such Broken Funding Costs in reasonable detail. Any such certificate shall be conclusive evidence of the amount of any such Broken Funding Costs, absent manifest error.

"*Business Day*" means any day on which (i) banks are not authorized or required to close in New York City, New York and (ii) if this definition of "Business Day" is utilized in connection with the Eurodollar Rate, dealings are carried out in the London interbank market.

"*Capital*" means, with respect to any Receivable Interest, the original amount paid to the Seller for such Receivable Interest at the time of its purchase by a Purchaser pursuant to this Agreement, as such amount may be divided or combined in accordance with Section 2.07, in each case as reduced from time to time by Collections received by such Purchaser from distributions made pursuant to Section 2.04 on account of such Capital held by such Purchaser; *provided* that if such Capital shall have been reduced by any distribution and thereafter all or a portion of such distribution is rescinded or must otherwise be returned for any reason, such Capital shall be increased by the amount of such rescinded or returned distribution, as though it had not been received by such Purchaser.

"*Choice Marketer*" means a Person registered and in good standing as a marketer under the Originator's "Choice Service" program with the Pennsylvania Public Utility Commission under the laws of the State of Pennsylvania.

"*Choice Marketer Purchase Agreement*" means an accounts receivable purchase agreement between the Originator and a Choice Marketer in substantially the form of Annex I-1 (or such other form of agreement reasonably satisfactory to the Administrative Agent).

"*Choice Marketer Receivable*" means a Receivable for gas commodity which was purchased by the Originator from a Choice Marketer.

"*Choice Marketer Security Agreement*" means an acknowledgement and security agreement between the Originator and a Choice Marketer in substantially the form of Annex I-2 (or such other form of agreement reasonably satisfactory to the Administrative Agent).

"*Collections*" means, with respect to any Receivable, all cash collections and other cash proceeds of such Receivable, including, without limitation, all cash proceeds of Related Security with respect to such Receivable, and any collection of such Receivable deemed to have been received pursuant to Section 2.04(d), but excluding amounts received from any Obligor under a Balanced Payment Plan to the extent constituting a prepayment for goods or services not yet provided to such Obligor.

"*Columbia Gas of Pennsylvania*" means Columbia Gas of Pennsylvania, Inc., a Pennsylvania corporation.

"*Commitment*" means, for each Bank Purchaser, the commitment of such Bank Purchaser to purchase Receivable Interests from Seller, in an amount not to exceed in the aggregate the amount set forth opposite such Bank Purchaser's name under the Commitment column on Schedule I to this Agreement or for any Bank Purchaser party hereto pursuant to a Joinder Agreement or Assignment and Acceptance, the amount set forth therein as such Bank Purchaser's Commitment, in each case, as such amount may be reduced (or terminated) pursuant to the terms of this Agreement. Any reduction (or termination) of the Program Limit pursuant to the terms of this Agreement below the amount of the aggregate Commitment of all Bank Purchasers shall reduce (or terminate) each Bank Purchaser's Commitment ratably in accordance with their respective Commitments.

"*Commitment Fee*" has the meaning set forth in the Fee Letter.

"*Concentration Limit*" means, for any Obligor on any date, either (i) the highest Concentration Percentage set forth below based on the Short-Term Debt Ratings of such Obligor on such date; *provided,* that no Concentration Percentage may exceed 10.0% without the prior written consent of the Managing Agents and the Administrative Agent or (ii) such higher percentage (a "*Special Concentration Percentage*"), if any, as is otherwise agreed to by the Seller, the Managing Agents and the Administrative Agent and designated by the Administrative Agent in a writing delivered to the Seller, in each case multiplied by the aggregate Outstanding Balance of all Eligible Receivables on such date; *provided,* that in the case of an Obligor and its Affiliates,

the Concentration Limit shall be calculated as if such Obligor and such Affiliates were a single Obligor; *provided, further*, that each applicable Managing Agent shall have received written confirmation from each of S&P and Moody's that the ratings of the commercial paper notes issued by any Conduit Purchaser in its Purchaser Group would not, as a result of any Special Concentration Percentage, be reduced or withdrawn; and *provided, further*, that any Managing Agent may reduce or cancel any Special Concentration Percentage with respect to any Obligor upon three (3) Business Days' notice to the Seller.

SHORT-TERM DEBT RATINGS	CONCENTRATION PERCENTAGE
At least A-1 + by S&P and at least P-1 by Moody's	15.0%
At least A-1 by S&P and at least P-1 by Moody's	10.0%
At least A-2 by S&P and at least P-2 by Moody's	5.0%
At least A-3 by S&P and at least P-3 by Moody's	3.0%
Any other Short-Term Debt Rating or Unrated by either S&P or Moody's	2.0%

"*Conduit Purchaser*" means, as to any Purchaser Group, each of the Persons listed on Schedule I hereto as a "Conduit Purchaser" for such Purchaser Group, or in any Assignment and Acceptance or Joinder Agreement as a "Conduit Purchaser" for the applicable Purchaser Group, together with its respective successors and permitted assigns.

"*Conduit Support Provider*" means, any Person now or hereafter extending credit, or having a commitment to extend credit to or for the account of, or to make purchases from, any Conduit Purchaser or issuing a letter of credit, surety bond or other instrument to support any obligations arising under or in connection with such Conduit Purchaser's securitization program.

"*Consolidated Subsidiary*" means at any date, any Subsidiary the accounts of which are consolidated with those of NiSource in its consolidated financial statements as of such date.

"*Contract*" means (x) each of the tariffs and (y) each "Base Contract for Sale and Purchase of Natural Gas," in substantially the form published by the North American Energy Standards Board, Inc., and any related confirmations, in each case, pursuant to which the Originator shall provide natural gas, natural gas power or natural gas transport services or other energy products, merchandise, goods or services to customers from time to time and pursuant to which rates payable by such Customers are set, in one of the forms set forth in Annex C.

"*CP Rate*" means, with respect to any Conduit Purchaser:

(i) with respect to any Match Funded Conduit Purchaser and a CP Tranche, a rate of interest equal to the per annum rate (expressed as a percentage and converted (as necessary) to an annual yield equivalent rate calculated on the basis of a 360-day year) or, if more than one rate, the weighted average thereof, paid or payable by such Match Funded

Conduit Purchaser from time to time as interest on or otherwise in respect of the commercial paper issued by such Match Funded Conduit Purchaser to fund such CP Tranche during the related CP Tranche Period plus the amount of any issuing and paying agent fees and any placement agent or commercial paper agent fees and commissions; and

(ii) with respect to any Pool Funded Conduit Purchaser on any day, the per annum rate equivalent to the "weighted average cost" (as defined below) related to its commercial paper outstanding on such day that is allocated, in whole or in part, to fund or maintain its Receivable Interests on such day; converted (as necessary) to an annual yield equivalent rate calculated on the basis of a 360-day year; *provided*, that to the extent that all or any portion of Capital of such Pool Funded Conduit Purchaser is funded by a specific issuance of such Pool Funded Conduit Purchaser's commercial paper, the "CP Rate" shall equal the per annum rate equivalent to the "weighted average cost" applicable to such issuance on such day. As used in this definition, "weighted average cost" shall consist of (x) the weighted average of actual interest (or discount) paid or payable to purchasers of such Pool Funded Conduit Purchaser's commercial paper, (y) the commissions of placement agents and dealers, and issuing and paying agent fees incurred with respect to such Pool Funded Conduit Purchaser's commercial paper, to the extent such commissions and fees are allocable, in whole or in part, to the funding of such Pool Funded Conduit Purchaser's Percentage of the Receivable Interest on such day and (z) borrowings to fund small or odd dollar amounts that are not easily accommodated in the commercial paper market and that are allocable, in whole or in part, to the funding of such Pool Funded Conduit Purchaser's Percentage of the Receivable Interest on such day.

"CP Tranche" means, with respect to a Match Funded Conduit Purchaser, a Tranche for which Yield is calculated by reference to the Investor Rate based on the CP Rate.

"CP Tranche Period" means, with respect to each Match Funded Conduit Purchaser and a CP Tranche, a period selected by the Managing Agent of such Purchaser's Purchaser Group. If such CP Tranche Period would end on a day which is not a Business Day, such CP Tranche Period shall end on the next succeeding Business Day.

"Credit and Collection Policy" means those receivables credit and collection policies and practices of the Originator in effect on the date of this Agreement and described in Annex D hereto, as modified in compliance with this Agreement.

"Customer Deposits" means any cash (including accrued interest thereon, if any) held by the Originator, Seller or Servicer for the account of an Obligor as security for, or for application to, the payment of the Receivables of such Obligor.

"Daily Report" means a report in substantially the form of, and containing the information described in, Annex E-2, duly completed and furnished by the Servicer to the Administrative Agent and each Managing Agent pursuant to Section 6.02(h).

"Debt" means, as to any Person, at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures,

notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, (iv) all obligations of such Person as lessee under capital leases, (v) all Debt of others secured by an Adverse Claim on any asset of such Person, whether or not such Debt is assumed by such Person, (vi) all Debt of others Guaranteed by such Person and (vii) all obligations of such Person in respect of unfunded vested benefits under plans covered by Title IV of ERISA.

"*Debt Rating*" means, for any Person, the rating by S&P or Moody's of such Person's long-term public senior unsecured non-credit-enhanced debt.

"*Default Ratio*" means, as of any date, a ratio (expressed as a percentage) determined as of the last day of each calendar month by dividing (i) the sum, without duplication, of (a) the aggregate Outstanding Balance of all Receivables that remained unpaid at least 91 days, but not greater than 120 days from their respective original due dates as of the most recently ended calendar month, plus (b) the aggregate Outstanding Balance of all Receivables that were (or should have been in accordance with the Credit and Collection Policy) written off during such calendar month by (ii) the aggregate Original Balance of all Receivables generated during the fourth calendar month prior to the most recently ended calendar month.

"*Defaulted Receivable*" means any Receivable, without duplication, (i) as to which any payment, or part thereof, remains unpaid for 120 or more days from the original invoice date thereof, (ii) with respect to which the related Obligor is subject to any event of the type described in Section 7.01(f) or (iii) which consistent with the Credit and Collection Policy, has been written off the Seller's books as uncollectible.

"*Defaulting Purchaser*" means any Bank Purchaser that has failed to fund any purchase of Receivable Interest required to be funded by it hereunder within one (1) Business Day of the date required to be funded by it hereunder and such failure remains unremedied.

"*Deferred Purchase Price*" has the meaning specified in the Sale Agreement.

"*Deposit Date*" means each day on which any Collections are deposited in any of the Blocked Accounts or on which any Transaction Party shall receive Collections of Pool Receivables.

"*Designated Obligor*" means, at any time, any Obligor of any Receivable, unless the Administrative Agent has provided the Seller with five (5) Business Days' prior notice that such Obligor shall not be considered a Designated Obligor.

"*Diluted Receivable*" means that portion of any Receivable which is either (a) reduced or canceled as a result of (i) any failure by any Transaction Party to provide any services or otherwise to perform under any related Contract, order or invoice, (ii) any change in the terms of, or cancellation of, a Contract or invoice or any cash discount, discount for quick payment or other adjustment by any Transaction Party which reduces the amount payable by the Obligor on the related Receivable, other than solely as a result of the insolvency, bankruptcy or lack of creditworthiness of the related Obligor, or (iii) any set-off by an Obligor in respect of any claim

by such Obligor (whether such claim arises out of the same or a related transaction or an unrelated transaction), (b) subject to any specific offset, counterclaim or defense whatsoever (except the discharge in bankruptcy of the Obligor thereof) or (c) not collected due to the failure of any Sub-Agent to remit to the applicable Lock-Box or Blocked Account any Collections in respect of such Receivable.

"*Dilution Horizon Ratio*" means, as of any date a ratio (expressed as a percentage), computed as of the last day of each calendar month by dividing (i) the sum of the aggregate Original Balance of all Receivables generated during the two (2) most recently ended calendar months by (ii) the Net Receivables Pool Balance as of the last day of the most recently ended calendar month.

"*Dilution Ratio*" means the ratio (expressed as a percentage) computed as of the last day of each calendar month by dividing (i) the aggregate Outstanding Balance of all Pool Receivables that became Diluted Receivables during such month by (ii) the aggregate Original Balance of all Pool Receivables generated during the second (2nd) calendar month immediately preceding such calendar month.

"*Dilution Reserve Percentage*" means, at any time, the product of (a) the sum of (x) the product of (i) the Stress Factor and (ii) the average of the Dilution Ratios calculated for the twelve calendar month period then most recently ended and (y) the Dilution Volatility Ratio and (b) the Dilution Horizon Ratio.

"*Dilution Volatility Ratio*" means, as of any date, a ratio (expressed as a percentage) equal to the product of (i) the highest of the Three-Month Dilution Ratios calculated for the twelve calendar month period then most recently ended minus the average of the Dilution Ratios calculated for the twelve calendar month period then most recently ended, and (ii) the ratio calculated by dividing the highest of the Three-Month Dilution Ratios calculated for the twelve calendar month period then most recently ended by the average of the Dilution Ratios calculated for the twelve calendar month period then most recently ended.

"*Dollars*" and "*$*" each mean the lawful currency of the United States of America.

"*Dynamic Loss Reserve Percentage*" means, on any date, the product of (i) the Stress Factor, (ii) the Loss Horizon Ratio, and (iii) the highest Three-Month Default Ratio during the twelve calendar month period then most recently ended.

"*Eligible Assignee*" means (i) each Managing Agent or any of its Affiliates, (ii) any Person managed by any Managing Agent or any of its Affiliates; *provided* that the Short-term Debt Rating from each of S&P and Moody's for such Person is no worse than that of the applicable assignor, or (iii) any financial or other institution providing liquidity to any Conduit Purchaser pursuant to a Liquidity Asset Purchase Agreement.

"Eligible Receivable" means, at any time, a Receivable that satisfies all of the following criteria:

(a) such Receivable arose from the sale of goods or the provision of services by the Originator or a Choice Marketer in the ordinary course of business;

(b) such Receivable constitutes an "account" as defined in Article 9 of the UCC as in effect in the State of New York;

(c) the Obligor of such Receivable (i) is a United States resident, (ii) is a Designated Obligor, (iii) is not a NiSource Entity and (iv) is not a Sanctioned Person;

(d) such Receivable is denominated and payable only in Dollars in the United States;

(e) the sale or granting of a security interest in such Receivable does not contravene or conflict with any law, rule or regulation or require the consent or approval of, or notice to, the related Obligor or any other Person;

(f) such Receivable arises under a Contract that has been duly authorized and that, together with such Receivable, is in full force and effect and constitutes the legal, valid and binding obligation of the Obligor of such Receivable enforceable against such Obligor in accordance with its terms and is not subject to any dispute, offset, counterclaim or defense whatsoever (except the discharge in bankruptcy of such Obligor);

(g) such Receivable, together with the Contract related thereto, does not contravene in any material respect any laws, rules or regulations applicable thereto (including, without limitation, laws, rules and regulations relating to usury, truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy) and no party to the Contract related thereto is in violation of any such law, rule or regulation in any material respect;

(h) such Receivable satisfies all applicable requirements of the Credit and Collection Policy in existence as of the origination thereof;

(i) either (i) the Contract related to the Receivable requires that the full payment of such Receivable be made within thirty (30) days of the original billing date therefor, or, (ii) if such Receivable arises under an Extended Payment Agreement, such agreement requires that the full payment of such Receivable be made within 180 days of the date of such agreement; *provided, however*, that the Outstanding Balance of such Receivable, when added to the aggregate Outstanding Balance of all Eligible Receivables arising under Extended Payment Agreements, may not exceed 12.5% of the aggregate Outstanding Balance of all Eligible Receivables;

(j) such Receivable is owned by the Seller free and clear of any Adverse Claim (except for Permitted Liens or as created in favor of the Administrative Agent and the Purchasers hereunder);

(k) such Receivable arises under a Contract, which (i) does not contain a provision that requires the Obligor thereunder to consent to the sale or assignment of the rights of the Seller or the Originator thereunder in the manner contemplated by the Transaction Documents and (ii) does not contain a confidentiality provision that would restrict the ability of the Administrative Agent, any Managing Agent or any Purchaser to exercise its rights under this Agreement, including, without limitation, their right to review invoices delivered pursuant to such Contract;

(l) such Receivable is not a Defaulted Receivable and the Obligor thereof is not the Obligor of Defaulted Receivables in an aggregate amount of 20.0% or more of the aggregate Outstanding Balance of all Receivables of such Obligor;

(m) such Receivable is not a Miscellaneous Receivable;

(n) the Obligor of such Receivable is not in bankruptcy, reorganization, insolvency or similar proceedings;

(o) such Receivable has not been extended, rewritten or otherwise modified from the original terms thereof except in accordance with the Credit and Collection Policy;

(p) the Originator has satisfied and fully performed all obligations on its part with respect to such Receivable required to be fulfilled by it, and no further action is required to be performed by any Person with respect thereto other than payment thereon by the applicable Obligor;

(q) such Receivable did not arise out of the sale at the wellhead or minehead of oil, gas or other minerals;

(r) if the Obligor with respect to such Receivable is a Governmental Authority, the Outstanding Balance of such Receivable, when added to the aggregate Outstanding Balance of all Receivables due from Governmental Authorities, would not exceed 10.0% of the aggregate Outstanding Balance of all Receivables;

(s) such Receivable did not arise from charging sales tax, value-added tax or other consumption or use tax;

(t) the Obligor of such Receivable has been instructed to remit payments in respect thereof to a Blocked Account or a Lock-Box; and

(u) if such Receivable is a Choice Marketer Receivable:

(i) such Receivable was purchased by the Originator, free and clear of all Adverse Claims created by or through the related Choice Marketer, pursuant to a Choice Marketer Purchase Agreement or a Revised Choice Marketer Purchase Agreement;

(ii) from and after the date that occurs sixty (60) days after the date hereof, if such Receivable was not purchased pursuant to a Revised Choice Marketer Purchase Agreement, the related Choice Marketer and the Originator are parties to a Choice Marketer Security Agreement; and

(iii) from and after the date that occurs sixty (60) days after the date hereof, an effective, first-priority UCC-1 financing statement has been filed identifying the related Choice Marketer, as debtor, and the Originator, as secured party, covering collateral which includes such Receivable.

"*ERISA*" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"*ERISA Affiliate*" means, with respect to any Person, any (i) corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the IRC) as such Person; (ii) partnership or other trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the IRC) with such Person or (iii) member of the same affiliated service group (within the meaning of Section 414(m) of the IRC) as such Person, any corporation described in clause (i) above or any partnership or other trade or business described in clause (ii) above.

"*Eurocurrency Liabilities*" has the meaning assigned to that term in Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"*Eurodollar Rate*" means, with respect to each Purchaser and any Eurodollar Tranche Period, an interest rate per annum determined on the basis of the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other Person which takes over the administration of that rate) for deposits in Dollars for a period approximately equal to such Eurodollar Tranche Period as it appears on the relevant display page on the Bloomberg Professional Service (or any successor or substitute page or service providing quotations of interest rates applicable to Dollar deposits in the London interbank market comparable to those currently provided on such page, as determined by such Purchaser from time to time), at approximately 11:00 a.m., London, England time, three (3) Business Days prior to the first day of such Eurodollar Tranche Period. Notwithstanding the foregoing, if the interest rate per annum determined pursuant to the preceding sentence is below zero, such interest rate per annum will be deemed to be zero for purposes of this Agreement.

"*Eurodollar Rate Reserve Percentage*" means, for any Eurodollar Tranche Period, the reserve percentage applicable two (2) Business Days before the first day of such Settlement Period under regulations issued from time to time by the Board of Governors of the Federal Reserve System (or any successor) (or if more than one such percentage shall be applicable, the daily

average of such percentages for those days in such Eurodollar Tranche Period during which any such percentage shall be so applicable) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) with respect to liabilities or assets consisting of or including Eurocurrency Liabilities (or with respect to any other category of liabilities that includes deposits by reference to which the interest rate on Eurocurrency Liabilities is determined) having a term equal to such Settlement Period.

"*Eurodollar Tranche*" means a Tranche as to which Yield is calculated at the Assignee Rate or the Investor Rate based on the Adjusted Eurodollar Rate.

"*Eurodollar Tranche Period*" means, with respect to any Conduit Purchaser, Conduit Support Provider or Bank Purchaser, as applicable, and a Eurodollar Tranche, a period of one month, commencing on the first day of the applicable Settlement Period (or if such day is not a Business Day, on the immediately succeeding Business Day). If such Eurodollar Tranche Period would end on a day which is not a Business Day, such Eurodollar Tranche Period shall end on the next succeeding Business Day, unless such extension would cause the last day of such Eurodollar Tranche Period to occur in the next following calendar month, in which event the last day of such Eurodollar Tranche Period shall occur on the next preceding Business Day.

"*Eurodollar Unavailability Condition*" means, at any time and with respect to any Purchaser, that any one or more of the following conditions or events exists or has occurred and is continuing: (i) the Eurodollar Rate cannot be determined for any reason, including the unavailability of rate bids or the general unavailability of the London interbank market for Dollar borrowings or (ii) it shall become unlawful for any Purchaser to obtain funds in the London interbank market, or (iii) the related Managing Agent advises the Seller that the Eurodollar Rate will not adequately and fairly reflect the cost to such Purchaser based on the Eurodollar Rate.

"*Event of Termination*" has the meaning specified in Section 7.01.

"*Excess Customer Deposit Amount*" means, at any time, the amount by which (a) the aggregate Customer Deposits at such time exceeds (b) the product of (i) Excess Customer Deposit Percentage at such time and (ii) the Net Receivables Pool Balance at such time (before deducting such Excess Customer Deposit Amount).

"*Excess Customer Deposit Percentage*" means (i) 15% at any time that the Debt Ratings of NiSource are at least BBB- by S&P or at least Baa3 by Moody's and (ii) 0% at all other times; *provided, however,* that if the Debt Ratings of NiSource are either (a) unrated or less than BB+ by S&P or (b) unrated or less than Ba1 by Moody's, the "Excess Customer Deposit Percentage" means 0%.

"*Extended Payment Agreement*" means an agreement identified by the Servicer pursuant to the Credit and Collection Policy as a "Basic Extended Payment Agreement," an "Equal Extended Payment Agreement," a "Generic Payment Plan" or a "Budget Plus Payment Plan."

"*Facility Fee*" has the meaning set forth in the Fee Letter.

"*Federal Funds Effective Rate*" has the meaning specified in the definition of Base Rate.

"*Fee Letter*" means that certain Fee Letter dated as of March 6, 2019, among the Seller, the Managing Agents and the Administrative Agent, and each other letter agreement between the Seller and any other party hereto purporting to be a "Fee Letter" for purposes hereof, each as amended, restated, supplemented or otherwise modified from time to time.

"*Fees*" means each of the Facility Fee and Commitment Fee.

"*Financial Officer*" of any Person means, the chief financial officer, principal accounting officer, treasurer or assistant treasurer of such Person.

"*Governmental Authority*" means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"*Group Purchase Limit*" means, for each Purchaser Group, the sum of the Commitments of the Bank Purchasers in such Purchaser Group.

"*Guarantee*" means, as to any Person, any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), *provided* that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"*Incipient Event of Termination*" means an event that but for the giving of notice or the lapse of time, or both, would constitute an Event of Termination.

"*Indemnified Amounts*" has the meaning specified in Section 9.01.

"*Indemnified Party*" has the meaning specified in Section 9.01.

"*Investor Rate*" means, for any Settlement Period for any Receivable Interest held by any Conduit Purchaser: (a) that is Liberty Street Funding LLC, the Assignee Rate; (b) to the extent such Conduit Purchaser (other than Liberty Street Funding LLC) funds such Receivable Interest for such Settlement Period by issuing commercial paper, the CP Rate; and (c) to the extent such Conduit Purchaser (other than Liberty Street Funding LLC) funds such Receivable Interest for such Settlement Period other than by issuing commercial paper, a rate equal to the Assignee Rate; *provided,* that at all times following the occurrence and during the continuation of an Event of

Termination, the Investor Rate shall be an interest rate per annum equal to the Base Rate in effect from time to time plus 2.50%.

"*Involuntary Bankruptcy Event*" means the occurrence of an event that, but for the giving of notice or the lapse of time, or both, would constitute an Event of Termination of the type described in Section 7.01(f).

"*IRC*" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

"*Joinder Agreement*" means a joinder agreement, substantially in the form of Annex H attached hereto, pursuant to which a new Purchaser Group becomes party to this Agreement.

"*Liquidation Day*" means, for any Receivable Interest, (i) each day during a Settlement Period for such Receivable Interest on which the conditions set forth in Section 3.02 are not satisfied (and such failure of conditions is not waived by the Administrative Agent and the Required Managing Agents), and (ii) each day which occurs on or after the Termination Date.

"*Liquidation Period*" means the period commencing on the Termination Date and ending on the date on which no Capital of or Yield on any Receivable Interest shall be outstanding and all other Seller Obligations shall be paid in full.

"*Liquidity Asset Purchase Agreement*" means any secondary market agreement, liquidity asset purchase agreement or other liquidity agreement entered into by any Bank Purchaser for the benefit of any Conduit Purchaser, to the extent relating to the sale or transfer of interests in, or other financing of, Receivable Interests.

"*Lock-Box*" means each locked post office box to which Obligors remit Collections.

"*Lock-Box Event*" means (i) the withdrawal of NiSource's Debt Rating by either S&P or Moody's, or (ii) the downgrade of NiSource's Debt Rating below (x) BBB- by S&P or (y) Baa3 by Moody's.

"*Loss Horizon Ratio*" means, as of any date, a ratio computed as of the last day of each calendar month by dividing (i) the aggregate Original Balance of all Receivables created or acquired by the Originator during the four most recently ended calendar months by (ii) Net Receivables Pool Balance as of the last day of the most recently ended calendar month.

"*Loss-to-Liquidation Ratio*" means, for any calendar month, a ratio (expressed as a percentage) computed as of the last day of such calendar month by dividing (i) the aggregate Outstanding Balance of all Pool Receivables that were written off during such calendar month by (ii) the aggregate amount of Collections received during such calendar month.

"*Loss Reserve Percentage*" means, on any date, the greater of (i) the Dynamic Loss Reserve Percentage, and (ii) 10.0%.

"*Managing Agent*" means, as to any Purchaser Group, each of the Persons listed on Schedule I hereto as a "Managing Agent" for such Purchaser Group, or in any Assignment and Acceptance or Joinder Agreement as a "Managing Agent" for the applicable Purchaser Group, together with its respective successors and permitted assigns.

"*Match Funded Conduit Purchaser*" means any Conduit Purchaser that, on or after the date hereof, notifies the Seller, the Servicer and the Administrative Agent in writing that it is funding its Capital (or a portion thereof) with commercial paper issued by it, or for its benefit, in specified CP Tranches selected by its Managing Agent, and that, in each case, has not subsequently notified the Seller, the Servicer and the Administrative Agent in writing that it will no longer be funding its Capital through specific CP Tranches (at which time such Conduit Purchaser shall be a Pool Funded Conduit Purchaser).

"*Material Adverse Effect*" means a material adverse effect on (i) the ability of any Transaction Party to perform its obligations under any Transaction Document, (ii) the legality, validity or enforceability of this Agreement or any other Transaction Document, (iii) any Purchaser's, any Managing Agent's or the Administrative Agent's interest in the Receivables generally or in any material portion of the Receivables, the Related Security or the Collections with respect thereto, or (iv) the collectibility of the Receivables generally or of any material portion of the Receivables.

"*Miscellaneous Receivable*" means a Receivable of the type listed on Annex J or of such other type as provided in a written notice from the Seller to the Administrative Agent.

"*Monthly Report*" means a report in substantially the form of, and containing the information described in, Annex E-1, and such additional information as the Administrative Agent or any Managing Agent may reasonably request from time to time, duly completed and furnished by the Servicer to the Administrative Agent and each Managing Agent pursuant to Section 6.02(g).

"*Moody's*" means Moody's Investors Service, Inc.

"*Net Receivables Pool Balance*" means, at any time, the aggregate Outstanding Balance of Pool Receivables that are Eligible Receivables reduced by the sum, without duplication, of (i) the aggregate amount by which the Outstanding Balance of Eligible Receivables of each Obligor (treating each Obligor and its Affiliates as if they were a single Obligor) exceeds the Concentration Limit for such Obligor and (ii) the Excess Customer Deposit Amount at such time.

"*NiSource*" means NiSource Inc., a Delaware corporation.

"*NiSource Change of Control*" means (a) any "person" or "group" within the meaning of Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended, shall become the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of more than 50% of the then outstanding voting Capital Stock of NiSource, (b) Continuing Directors shall cease to constitute at least a majority of the directors constituting the board of directors of NiSource, (c) a consolidation or merger of NiSource shall occur after which the holders of the outstanding voting Capital Stock of NiSource immediately prior thereto

hold less than 50% of the outstanding voting Capital Stock of the surviving entity; (d) more than 50% of the outstanding voting Capital Stock of NiSource shall be transferred to an entity of which NiSource owns less than 50% of the outstanding voting Capital Stock; (e) there shall occur a sale of all or substantially all of the assets of NiSource; or (f) Columbia Gas of Pennsylvania shall cease to be a Wholly-Owned Subsidiary of NiSource.

For purposes of the definition of "NiSource Change of Control" the following capitalized terms shall have the following meanings: (I) *"Capital Stock"* means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person other than a corporation (including, but not limited to, all common stock and preferred stock and partnership, membership and joint venture interests in a Person), and any and all warrants, rights or options to purchase any of the foregoing; (II) *"Continuing Directors"* means (a) all members of the board of directors of NiSource who have held office continually since the date hereof, and (b) all members of the board of directors of NiSource who were elected as directors after the date hereof and whose nomination for election was approved by a vote of at least 50% of the Continuing Directors; and (III) *"Wholly-Owned Subsidiary"* means, with respect to any Person, any corporation or other entity of which all of the outstanding shares of stock or other ownership interests in which, other than directors' qualifying shares (or the equivalent thereof), are at the time directly or indirectly owned or controlled by such Person or one or more of the Subsidiaries of such Person.

"*NiSource Entity*" means, individually, and "NiSource Entities" means, collectively, NiSource and each of its Affiliates.

"*Non-Defaulted Receivable*" means any Receivable that is not a Defaulted Receivable.

"*Obligor*" means a Person obligated to make payments pursuant to a Contract in respect of a Receivable.

"*Original Balance*" means, with respect to any Receivable, the Outstanding Balance of such Receivable on the date it was generated or acquired by the Originator.

"*Originator*" means Columbia Gas of Pennsylvania.

"*Other Companies*" means, collectively, the Originator and all of its Subsidiaries and Affiliates except the Seller.

"*Other Taxes*" has the meaning specified in Section 2.09(b).

"*Outstanding Balance*" means, for any Receivable, the unpaid principal amount thereof, it being acknowledged and agreed that the current amount invoiced to an Obligor may not reflect the Outstanding Balance of the Receivable from such Obligor because (a) such invoiced amount may not cover all of the goods or services provided to such Obligor, and (b) in the case of an Obligor under a Balanced Payment Plan, such invoiced amount may constitute, in whole or in part, a bill for goods or services not yet provided by the Originator.

"*Percent of Income Plan"* means a payment plan (such as *"CAP"*) approved by the Pennsylvania Public Utility Commission under which low income utility customers pay a percentage of their income toward their utility bills.

"*Percentage"* means, with respect to any Bank Purchaser in any Purchaser Group, a percentage equal to the Commitment of such Bank Purchaser divided by the aggregate Commitments of all Bank Purchasers in such Purchaser Group; *provided, however,* that from and after the date of termination of the Commitments, "Percentage" shall be based on the Commitments of such Bank Purchasers immediately prior to such termination.

"*Performance Guaranty"* means that certain Performance Undertaking dated as of March 15, 2010, executed by NiSource in favor of the Administrative Agent, for the benefit of the Administrative Agent, the Managing Agents and the Purchasers, as amended, restated, supplemented or otherwise modified from time to time.

"*Permitted Lien"* means any lien (a) for taxes, assessments and governmental charges or levies that in each case are either (i) not yet due or (ii) being contested in good faith and by appropriate proceedings and for which adequate reserves determined in accordance with generally accepted accounting principles have been established and compliance with the obligation that is the subject of such contest is effectively stayed during such challenge, (b) of a collecting bank in the ordinary course of processing items for collection and (c) solely in the case of Choice Marketer Receivables which are not Eligible Receivables, liens on such Choice Marketer Receivables created by or through the related Choice Marketer.

"*Person"* means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"*Pool Funded Conduit Purchaser"* means each Conduit Purchaser that is not a Match Funded Conduit Purchaser.

"*Pool Receivable"* means any Receivable which has been acquired by the Seller from the Originator pursuant to the Sale Agreement.

"*Portfolio Turnover"* means, for any calendar month, a number of days obtained by multiplying (i) a fraction, the numerator of which is equal to the aggregate Outstanding Balance of all Pool Receivables as of the last day of such calendar month and the denominator of which is equal to the aggregate amount of Collections of Pool Receivables received during such month, times (ii) 30.

"*Prime Rate"* has the meaning specified in the definition of Base Rate.

"*Pro Rata Share"* means, for each Purchaser Group, a percentage equal to (i) the aggregate Commitments of the Bank Purchasers in such Purchaser Group, divided by (ii) the Program Limit, adjusted as necessary to give effect to the application of the terms of Article XI; *provided, however,* that from and after the termination of the Commitments, "Pro Rata Share" for each Purchaser

Group shall mean a percentage equal to (x) the Capital of all Purchasers in such Purchaser Group divided by (y) Aggregate Capital.

"*Program Limit*" means, at any time, (r) during the period from February 19 of any calendar year to March 18 of such calendar year, $90,000,000; (s) during the period from March 19 of any calendar year to April 18 of such calendar year, $75,000,000; (t) during the period from April 19 of any calendar year to May 18 of such calendar year, $50,000,000; (u) during the period from May 19 of any calendar year to June 18 of such calendar year, $30,000,000; (v) during the period from June 19 of any calendar year to October 18 of such calendar year, $20,000,000; (w) during the period from October 19 of any calendar year to November 18 of such calendar year, $35,000,000, (x) during the period from November 19 of any calendar year to December 18 of such calendar year, $55,000,000; (y) during the period from December 19 of any calendar year to January 18 of the immediately succeeding calendar year, $85,000,000; and (z) during the period from January 19 of any calendar year to February 19, $95,000,000. References to the unused portion of the Program Limit shall mean, at any time, the Program Limit (as then reduced pursuant to Section 2.01(b)), minus the aggregate outstanding Capital of all Receivable Interests under this Agreement. The "*Program Limit*" shall not exceed $95,000,000.

"*Purchase Notice*" means a notice delivered by the Seller to each Managing Agent in substantially the form of Annex G hereto.

"*Purchaser Group*" means a group composed of a Managing Agent, the related Conduit Purchasers (if any) and the related Bank Purchasers.

"*Purchasers*" means, collectively, the Conduit Purchasers and the Bank Purchasers.

"*Receivable*" means the indebtedness and other obligations of any Obligor to pay for natural gas, natural gas power or natural gas transport service or other energy products, merchandise, goods or services provided by (i) the Originator under a Contract or (ii) a Choice Marketer under the Originator's "Choice Service" program, in each case, whether billed or unbilled, including the right to payment of any interest or finance charges, late payment charges, delinquency charges, extension or collection fees and all other obligations of such Obligor with respect thereto, and including 100% of the amount invoiced to any Obligor after the Termination Date if any portion of the goods or services covered by such invoice were provided on or prior to the Termination Date; *provided, however,* that any Receivable repurchased by the Originator pursuant to Section 2.04 of the Sale Agreement shall thereafter cease to be considered a Receivable. The term "Receivable" shall not include any indebtedness or other obligation of any Person created under a Percent of Income Plan.

"*Receivable Interest*" means, at any time, an undivided percentage ownership interest in (i) all then outstanding Pool Receivables arising prior to the time of the most recent computation or recomputation of such undivided percentage interest pursuant to Section 2.03, (ii) all Related Security with respect to such Pool Receivables, and (iii) all Collections with respect to, and other

proceeds of, such Pool Receivables. Such undivided percentage interest shall be computed at the times and in the manner specified in Section 2.03 as:

$$\frac{C}{NRPB\text{-}TR}$$

where:

C = the Capital of such Receivable Interest at the time of computation

TR = the Total Reserves at the time of computation

NRPB = the Net Receivables Pool Balance at the time of computation

Each Receivable Interest shall be determined from time to time pursuant to the provisions of Section 2.03. Notwithstanding the foregoing, during the Liquidation Period, (i) the sum of all Receivable Interests shall be equal to 100% and (ii) each Receivable Interest shall be calculated as the percentage equivalent of a fraction, the numerator of which is the Capital of such Receivable Interest, and the denominator of which is equal to the aggregate Capital of all Receivable Interests.

"Reference Bank" means Scotia, its successors and/or assigns.

"Related Security" means with respect to any Receivable:

(i) all of the Seller's interest in any merchandise or goods (including returned merchandise or goods), if any, relating to any sale giving rise to such Receivable;

(ii) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all financing statements authorized by an Obligor describing any collateral securing such Receivable;

(iii) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to the Contract related to such Receivable or otherwise;

(iv) all other books, records and other information (including, without limitation, computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Receivable and the related Obligor;

(v) all of the Seller's right, title and interest in and to all invoices or other agreements or documents that evidence, secure or otherwise relate to such Receivable;

(vi) all of the Seller's right, title and interest in, to and under the Sale Agreement; and

(vii) with respect to each Choice Marketer Receivable, all of the Seller's right, title and interest in, to and under (i) the related Choice Marketer Purchase Agreement and the related Choice Marketer Security Agreement or (ii) the related Revised Choice Marketer Purchase Agreement, as the case may be.

"*Required Managing Agents*" means the Managing Agents of the Purchaser Groups which include Bank Purchasers with Commitments equal to or in excess of 66-2/3% of the aggregate of all Commitments.

"*Retail Service Payments*" means amounts paid by Obligors in respect of retail services performed by Persons other than the Originator but which are billed on invoices generated by the Originator.

"*Revised Choice Marketer Purchase Agreement*" means an accounts receivable purchase agreement between the Originator and a Choice Marketer in substantially the form of Annex I-3 (or such other form of agreement reasonably satisfactory to the Administrative Agent).

"*S&P*" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc.

"*Sale Agreement*" means the Receivables Sale Agreement dated as of March 15, 2010 between the Seller and the Originator, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof.

"*Sanctioned Country*" means, at any time, a country or territory which is the subject or target of any Sanctions, including, without limitation, on March 20, 2015, Cuba, Burma (Myanmar), Iran, North Korea, Sudan and Syria.

"*Sanctioned Person*" means, at any time, (a) any Person currently the subject or the target of any Sanctions, including any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, and (b) any Person controlled by any such Person.

"*Sanctions*" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time (a) by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department, the U.S. Department of Commerce or the U.S. Department of the Treasury, or (b) by any other relevant sanctions authority, including the U.S. and Canada.

"*Scheduled Commitment Termination Date*" means March 4, 2020, as such date may be extended in accordance with Section 11.02.

"*Scotia*" has the meaning specified in the preamble hereto.

"*SEC*" means the Securities and Exchange Commission.

"*Seller*" has the meaning specified in the preamble.

"*Seller Obligations*" means all present and future indebtedness and other liabilities and obligations (howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due) of the Seller to any Purchaser, the Administrative Agent, any Managing Agent and/or any other Person, arising under or in connection with this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby, and shall include, without limitation, all Capital, Yield, Fees and Servicer Fees, Broken Funding Costs and all other amounts due or to become due under the Transaction Documents (whether in respect of fees, expenses, indemnifications or otherwise), including, without limitation, interest, fees and other obligations that accrue after the commencement of any bankruptcy, insolvency or similar proceeding with respect to any Transaction Party (in each case whether or not allowed as a claim in such proceeding).

"*Seller's Account*" means account number 1028877589 of the Seller maintained at the office of PNC Bank, National Association, ABA #043000096, or such other account as the Seller shall designate in writing to the Administrative Agent and the Managing Agents from time to time.

"*Servicer*" means at any time the Person then authorized pursuant to Section 6.01 to administer and collect Receivables.

"*Servicer Default*" means the occurrence of either of the following events: (i) an Involuntary Bankruptcy Event or (ii) an Event of Termination.

"*Servicer Fee*" has the meaning specified in Section 2.05.

"*Servicer Fee Rate*" means the rate per annum determined in accordance with Section 2.05.

"*Settlement Date*" means, for any Receivable Interest, (i) the nineteenth (19th) day of each calendar month (or if such day is not a Business Day, the next succeeding Business Day), and (ii) each other day specified by the Administrative Agent from time to time.

"*Settlement Period*" means, with respect to any Settlement Date for any Receivable Interest, the calendar month ending immediately prior to such Settlement Date; *provided, however,* that in the case of the initial Settlement Period for any Receivable Interest, such Settlement Period shall commence on the day of the purchase of such Receivable Interest and end on the last day of the calendar month in which such purchase occurs.

"*Short-Term Debt Rating*" means, for any Person, the rating by S&P or Moody's of such Person's short-term public senior unsecured non-credit-enhanced debt.

"*Stress Factor*" means 2.25.

"*Sub-Agent*" means any Person acting as the agent of any Transaction Party for the purpose of accepting Collections from Obligors (*e.g.*, Western Union), excluding however, agents engaged solely for the purpose of collecting past-due accounts.

"*Subsidiary*" means, with respect to any Person, any corporation or other entity of which securities having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person, or one or more Subsidiaries, or by such Person and one or more Subsidiaries.

"*Tangible Net Worth*" means at any time with respect to the Seller, the shareholders equity of the Seller.

"*Taxes*" has the meaning specified in Section 2.09(a).

"*Termination Date*" means the earliest of (a) the Scheduled Commitment Termination Date, (b) the date determined pursuant to Section 7.01, and (c) the date the Program Limit reduces to zero pursuant to Section 2.01(b).

"*Three-Month Default Ratio*" means, as of the last day of any calendar month, the average of the Default Ratios for such month and the two (2) immediately preceding calendar months.

"*Three-Month Dilution Ratio*" means, as of the last day of any calendar month, the average of the Dilution Ratios for such month and the two (2) immediately preceding calendar months.

"*Three-Month Loss-to-Liquidation Ratio*" means, as of the last day of any calendar month, the average of the Loss-to-Liquidation Ratios for such month and the two (2) immediately preceding calendar months.

"*Total Reserves*" means an amount equal to:

(YR%+ LR%+ DR%) x NRPB

where:

YR%	=	the Yield Reserve Percentage at the time of computation
LR%	=	the Loss Reserve Percentage at the time of computation
DR%	=	the Dilution Reserve Percentage at the time of computation
NRPB	=	the Net Receivables Pool Balance at the time of computation

"*Tranche*" means the portion of the Capital allocated to the purchase of a Receivable Interest by a Conduit Purchaser, including a purchase funded by the issuance of commercial paper notes by such Conduit Purchaser, or by a Bank Purchaser.

"*Transaction Documents*" means this Agreement, the Sale Agreement, the Fee Letter, the Performance Guaranty, the Blocked Account Agreements, each Monthly Report, each Daily Report, the certificate or articles of incorporation and by-laws of the Seller and all amendments,

waivers and other agreements executed and delivered pursuant hereto or thereto to which a Transaction Party is a party.

"Transaction Party" means any of the Seller, the Originator, NiSource or the Servicer.

"UCC" means the Uniform Commercial Code as from time to time in effect in the specified jurisdiction.

"Yield" means the aggregate amount for the Conduit Purchasers and the Bank Purchasers of the following:

(i) for each Receivable Interest held by a Conduit Purchaser for any Settlement Period:

$$(IR \times C \times ED)/360 + BFC$$

(ii) for each Receivable Interest held by a Bank Purchasers for any Settlement Period:

$$(AR \times C \times ED)/360 + BFC$$

where:

AR	=	the Assignee Rate for such Receivable Interest for such Settlement Period
IR	=	the Investor Rate for such Receivable Interest for such Settlement Period
C	=	the Capital of such Receivable Interest during such Settlement Period
ED	=	the actual number of days elapsed during such Settlement Period
BFC	=	the Broken Funding Costs, if any, for such Receivable Interest for such Settlement Period

provided, that no provision of this Agreement shall require the payment or permit the collection of Yield in excess of the maximum permitted by applicable law; and *provided, further*, that Yield for any Receivable Interest shall not be considered paid by any distribution to the extent that at any time all or a portion of such distribution is rescinded or must otherwise be returned for any reason.

"Yield Reserve Percentage" means, on any date, a percentage equal to

(BR+ 2.50% + SFR)/360 x 1.5 x PT

where:

BR	=	the Base Rate in effect on such date, expressed as a rate per annum
SFR	=	the Servicer Fee Rate in effect on such date, expressed as a rate per annum
PT	=	the Portfolio Turnover, expressed as a number of days, calculated as of the end of calendar month most recently ended

Section 1.02. Other Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles. All terms used in Article 9 of the UCC in the State of New York, as in effect on the date hereof and not specifically defined herein, are used herein as defined in such Article 9.

Unless otherwise expressly indicated, all references herein to "Article," "Section," "Schedule" or "Annex" shall mean articles and sections of, and schedules and annexes to, this Agreement. Except as otherwise specified herein or as the context may otherwise require: (i) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision; (ii) the word "including" and correlative words shall be deemed to be followed by the phrase "without limitation" unless actually followed by such phrase or a phrase of like import; (iii) the word "or" is used inclusively herein (for example, the phrase "A or B" means "A or B or both," not "either A or B but not both"); (iv) references to a Person are references to such Person's successors and assigns; (v) references to an agreement or other document are to it as amended, supplemented, restated and otherwise modified from time to time and to any successor document; and (vi) references to a statute, regulation or other government rule are to it as amended from time to time and, as applicable, are to corresponding provisions of successor governmental rules.

ARTICLE II

AMOUNTS AND TERMS OF THE PURCHASES

Section 2.01. Purchase Facility. (a) On the terms and conditions hereinafter set forth, Seller shall sell and assign Receivable Interests to the Purchasers. In accordance with the terms and conditions set forth herein, each Conduit Purchaser may, in its sole discretion, and if and to the extent any Conduit Purchaser does not make a purchase, the Bank Purchasers in such Conduit's Purchaser Group shall, purchase their Purchaser Group's Pro Rata Share of such Receivable Interests from the Seller from time to time during the period from the date hereof to the Termination Date; *provided, however,* that notwithstanding any provision hereof to the contrary (i) under no circumstances shall any Conduit Purchaser make any purchase under this Agreement if, after giving effect to such purchase, the aggregate outstanding Capital of all Receivable Interests

purchased by the Purchasers in its Purchaser Group would exceed its Purchaser Group's Pro Rata Share of the Program Limit; (ii) under no circumstances shall a Bank Purchaser be obligated to make any purchase under this Agreement if, after giving effect to such purchase, the aggregate outstanding Capital of the Receivable Interests purchased by it would exceed (x) the lesser of (1) its Percentage of its Purchaser Group's Pro Rata Share of the Capital thereof and (2) its unused Commitment less (y) the aggregate outstanding portion of Capital held by the Conduit Purchasers in its Purchaser Group (whether or not any portion thereof has been assigned to such Bank Purchaser pursuant to a Liquidity Asset Purchase Agreement) determined after giving effect to any reductions of the Capital held by such Conduit Purchasers to be made on the date of such purchase from the proceeds of purchases by the Bank Purchasers in its Purchaser Group; and (iii) no Purchaser shall make purchases under this Agreement at any time in an amount which would, after giving effect to all other purchases on such date, exceed the lesser of (x) the Program Limit less the Aggregate Capital and (y) the Net Receivables Pool Balance (after giving effect to all other purchases of Receivables to occur on such date) less Total Reserves.

(b) If the Seller determines that the facility provided for in this Agreement exceeds its funding needs, the Seller may, upon at least sixty (60) days' notice to the Administrative Agent and each Managing Agent, terminate in whole or reduce in part the unused portion of the Program Limit; *provided* that each partial reduction of the Program Limit shall be in the amount of at least $1,000,000 or an integral multiple thereof. Upon any reduction of the Program Limit, the Group Purchase Limits shall be permanently reduced by a corresponding amount (ratably among the Purchaser Groups in accordance with their respective Pro Rata Shares) and the Commitments of each Bank Purchaser in each Purchaser Group shall be reduced ratably in accordance with their respective Percentages.

(c) Until the Termination Date, the Collections attributable to each Receivable Interest shall be automatically reinvested pursuant to (and subject to the priority of payments set forth in) Section 2.04 in additional undivided percentage interests in the Receivables by making an appropriate readjustment of such Receivable Interest.

Section 2.02. Making Purchases. (a) The Seller shall provide each Managing Agent with a Purchase Notice at least one (1) Business Day prior to each purchase of a Receivable Interest by the Purchasers (and each Managing Agent shall promptly forward such Purchase Notice to the Purchasers in its Purchaser Group). Each Purchase Notice shall specify (i) the amount requested to be paid to the Seller (such amount, which shall not be less than $1,000,000, being referred to herein as the initial "Capital" of the Receivable Interest then being purchased), (ii) the date of such purchase (which shall be a Business Day) and (iii) if the Assignee Rate is to apply to such Receivable Interest, whether the Yield for the Settlement Period for such Receivable Interest is calculated based on the Adjusted Eurodollar Rate or the Base Rate. Each Conduit Purchaser shall promptly notify the Seller, its Managing Agent and the Administrative Agent whether it has determined to make the requested purchase on the terms specified by the Seller.

If any Conduit Purchaser has determined not to make the entire amount of a proposed purchase, its Managing Agent shall promptly send notice of the proposed purchase to each of the Bank Purchasers in its Purchaser Group concurrently by telecopier, telex or cable specifying the date of such purchase, the aggregate amount of Capital of the Receivable Interest being purchased

by such Bank Purchaser (which amount shall be, subject to clause (e) below, equal to such Bank Purchaser's Percentage of the portion of the purchase price not funded by the Conduit Purchasers in its Purchaser Group) and whether the Yield for the Settlement Period for such Receivable Interest is calculated based on the Adjusted Eurodollar Rate or the Base Rate.

(b) On the date of each purchase of a Receivable Interest, the Conduit Purchasers and/or the Bank Purchasers of each Purchaser Group shall, upon satisfaction of the applicable conditions set forth in Article III, make available to the Seller, in the Seller's Account in same day funds, an aggregate amount equal to such Purchaser Group's Pro Rata Share of the initial Capital of such Receivable Interest.

(c) Effective on the date of each purchase pursuant to this Section 2.02 and each reinvestment pursuant to Section 2.04, the Seller hereby sells and assigns to the Administrative Agent, for the benefit of the Purchaser(s) making such purchase or reinvestment, an undivided percentage ownership interest, to the extent of the Receivable Interest then being purchased or in respect of which the reinvestment is being made, in each Receivable then existing and in the Related Security and Collections with respect thereto.

(d) To the extent any Conduit Purchaser exercises its option to purchase Receivable Interests hereunder, such Conduit Purchaser will use its best efforts to issue commercial paper to fund such purchase; *provided, however,* that nothing herein shall require any Conduit Purchaser to issue commercial paper when it is uneconomical or unavailable or limit the rights of any Conduit Purchaser to fund its purchase of the Receivable Interest pursuant to any Liquidity Asset Purchase Agreement.

Section 2.03. Receivable Interest Computation. Each Receivable Interest shall be initially computed on its date of purchase. Thereafter until the Termination Date, each such Receivable Interest shall be automatically recomputed (or deemed to be recomputed) on each day other than a Liquidation Day. During the Liquidation Period, each Receivable Interest shall be calculated as set forth in the last sentence of the definition of "Receivable Interest" and such Receivable Interest as so calculated shall remain constant. Each Receivable Interest shall be reduced to zero when Capital thereof and Yield thereon shall have been paid in full, and all Fees and other Seller Obligations are indefeasibly paid in full.

Section 2.04. Settlement Procedures. (a) Except as otherwise herein provided, Collection of the Receivables shall be administered by the Servicer in accordance with the terms of Article VI of this Agreement and this Section 2.04. The Seller shall provide to the Servicer on a timely basis all information needed for such administration, including notice of the occurrence of any Liquidation Day and current computations of each Receivable Interest.

(b) On each Deposit Date, the Servicer shall apply all Collections deposited in any Blocked Account or received by the Servicer on such Deposit Date in the following order and priority:

(i) set aside and hold in trust for the Administrative Agent and each Managing Agent an amount equal to the Seller Obligations owing to the Administrative Agent and

the Managing Agents in respect of costs and expenses incurred in connection with the enforcement of any Transaction Document or the collection of any amounts due thereunder;

(ii) set aside and hold in trust for the Purchasers and the Administrative Agent an amount equal to the aggregate Yield, Fees and Servicer Fee (to the extent payable by the Purchasers under Section 2.05) accrued through such day for all Receivable Interests and not previously set aside, such amount to be allocated among the Purchasers and the Administrative Agent ratably in accordance with the proportion of such amounts payable to (or, in the case of the Servicer Fee, payable by) each such Person;

(iii) if the Aggregate Capital exceeds the Program Limit, set aside and hold in trust for the Purchasers an amount equal to the amount of such excess;

(iv) if the sum of the Receivable Interests are greater than 100%, set aside and hold in trust for the Purchasers an amount equal to the amount of such excess;

(v) with respect to each Receivable Interest, if such day is not a Liquidation Day, reinvest with the Seller on behalf of the Purchasers the percentage of such Collections represented by such Receivable Interest, by recomputation of such Receivable Interest pursuant to Section 2.03;

(vi) if such day is a Liquidation Day, set aside and hold in trust for the Purchasers an amount equal to the lesser of (A) all of the remaining Collections and (B) the Aggregate Capital of the Receivable Interests; *provided* that if amounts are set aside and held in trust on any Liquidation Day occurring prior to the Termination Date, and thereafter prior to the next Settlement Date the conditions set forth in Section 3.02 are satisfied or waived by the Managing Agents, such previously set aside amounts shall, to the extent not previously distributed pursuant to Section 2.04(c), be reinvested in accordance with the preceding subsection (v) on the day of such subsequent satisfaction or waiver of conditions;

(vii) if any Seller Obligations (other than Yield, Fees, Servicer Fees and Capital) are then due and payable by the Seller to any Indemnified Party, pay to each such Indemnified Party (ratably in accordance with the amounts owing to each) the Seller Obligations so due and payable until such Seller Obligations have been reduced to zero;

(viii) pay to the Servicer the portion (if any) of the accrued and unpaid Servicer Fee payable by the Seller pursuant to Section 2.05; and

(ix) release to the Seller any remaining Collections.

Collections applied to the payment of Seller Obligations shall be allocated in accordance with the aforementioned provisions, and, giving effect to each of the priorities set forth in Section 2.04(b) above, shall be allocable ratably (within each priority) among the Administrative Agent, the Managing Agents and the Purchasers in accordance with (x) the Pro Rata Share of each related Purchaser Group, as among the Managing Agents, (y) the Percentage of each Purchaser, as among

the Purchasers, and (z) the amount of such Seller Obligations owing to each of them as a share of the aggregate Seller Obligations owing in respect of each such priority, as among all of them.

(c) On or before each Settlement Date, the Servicer shall pay to (x) each Managing Agent all Collections set aside for such Managing Agent and the Purchasers in such Managing Agent's Purchaser Group and (y) the Administrative Agent all Collections set aside for the Administrative Agent, in each case, pursuant to clauses (i), (ii), (iii), (iv) or (vi) of Section 2.04(b) (excluding, if such Settlement Date is not a Liquidation Day, any amounts set aside on account of accrued Servicer Fee, which amounts shall be retained by the Servicer for its own account in payment of such Servicer Fee). On or promptly after each Settlement Date, each Managing Agent shall distribute the funds received by it from the Servicer on such Settlement Date in the following order:

(i) *first*, pro rata to each of the Purchasers in such Managing Agent's Purchaser Group in payment of all accrued Yield and Fees then due and payable to each of them;

(ii) *second*, if the Aggregate Capital as of the related Settlement Date exceeds the Program Limit, to each of the Purchasers in such Managing Agent's Purchaser Group in payment of Capital until the sum of the Capital held by all Purchasers in such Managing Agent's Purchaser Group has been has been reduced to such Purchaser Group's Pro Rata Share of the Program Limit;

(iii) *third*, if such distribution occurs on a Liquidation Day, to each of the Purchasers in such Managing Agent's Purchaser Group in payment of Capital (x) until the sum of the Receivable Interests has been reduced to 100% (if such distribution occurs prior to the Termination Date), or (y) until the Capital of all Receivable Interests has been reduced to zero (if such distribution occurs on or after to the Termination Date);

(iv) *fourth*, pro rata to such Managing Agent and to each of the Purchasers in such Managing Agent's Purchaser Group in payment of all other Seller Obligations payable to such Purchasers and such Managing Agent until such Seller Obligations have been reduced to zero; and

(v) *fifth*, if such distribution occurs on a Liquidation Day, to the Servicer in payment in full of the accrued and unpaid Servicer Fee payable by the Purchasers in such Managing Agent's Purchaser Group pursuant to Section 2.05.

After the Capital, Yield, Fees and Servicer Fee with respect to each Receivable Interest held by the Purchasers, and all other Seller Obligations held by or owing to the Purchasers, have been paid in full, all additional Collections with respect to each such Receivable Interest shall be paid to the Seller for its own account.

(d) For the purposes of this Section 2.04:

(i) if on any day any Pool Receivable (or portion thereof) becomes a Diluted Receivable, the Seller shall be deemed to have received on such day a Collection of such

Pool Receivable in an amount equal to the Outstanding Balance of such Pool Receivable (or portion thereof);

(ii) if on any day any of the representations or warranties contained in Section 4.01(h) is no longer true with respect to any Receivable, the Seller shall be deemed to have received on such day a Collection of such Receivable in full;

(iii) except as otherwise required by applicable law or the relevant Contract, or as otherwise specified by such Obligor, any payment received from an Obligor of any Receivables shall be applied as a Collection of the Receivables of such Obligor in the order of the age of such Receivables, starting with the oldest such Receivable; and

(iv) if and to the extent the Administrative Agent, any Managing Agent or any Purchaser shall be required for any reason to pay over to an Obligor any amount received on its behalf hereunder, such amount shall be deemed not to have been so received but rather to have been retained by the Seller and, accordingly, the Administrative Agent, such Managing Agent or such Purchaser, as the case may be, shall have a claim against the Seller for such amount, payable when and to the extent that any distribution from or on behalf of such Obligor is made in respect thereof.

(e) No later than three (3) Business Days after the end of each Settlement Period, each Managing Agent shall furnish to the Administrative Agent and the Seller with an invoice setting forth the amount of the accrued and unpaid Yield and Fees for such Settlement Period with respect to Receivable Interests held by the Conduit Purchasers in its Purchaser Group.

Section 2.05. Payment of Servicer Fee. The Servicer shall be entitled to receive a fee (the *"Servicer Fee"*) equal to 0.25% per annum multiplied by the average daily aggregate Outstanding Balance of all Pool Receivables, payable in arrears on each Settlement Date out of Collections available for such purpose pursuant to Section 2.04. Upon three (3) Business Days' notice to the Administrative Agent and the Managing Agents, the Servicer (if not the Originator, the Seller or its designee or an Affiliate of the Seller) may, with the prior written consent of the Administrative Agent, elect to be paid, as such fee, another percentage per annum on the average daily Outstanding Balance of the Receivables. The portion of the Servicer Fee payable by each Purchaser shall be equal to the Servicer Fee Rate multiplied by the average daily Capital of each Receivable Interest owned by such Purchaser, payable on each Settlement Date for such Receivable Interest. Notwithstanding anything herein to the contrary, the Servicer Fee shall be payable only from Collections pursuant to, and subject to the priority of payments set forth in, Section 2.04. To the extent such Collections are not sufficient to pay the Servicer Fee in full, none of the Seller, the Administrative Agent, the Managing Agents or the Purchasers shall have any liability for the deficiency.

Section 2.06. Payments and Computations, Etc. (a) All amounts to be paid by the Seller or the Servicer to the Administrative Agent, any Managing Agent or any Purchaser hereunder shall be paid no later than 11:00 a.m. (New York City time) on the day when due in same day funds to the account designated by the Administrative Agent, such Managing Agent or the Managing Agent of such Purchaser's Purchaser Group, as applicable.

(b) Each of the Seller and the Servicer shall, to the extent permitted by law, pay interest on any amount not paid or deposited by it when due hereunder, at an interest rate per annum equal to 2.50% per annum above the Base Rate, payable on demand.

(c) All computations of interest under subsection (b) above and all computations of Yield, Fees, and other amounts hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first but excluding the last day) elapsed. Whenever any payment or deposit to be made hereunder shall be due on a day other than a Business Day, such payment or deposit shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of such payment or deposit.

Section 2.07. Dividing or Combining Receivable Interests. Either the Seller or (following an Event of Termination or an Involuntary Bankruptcy Event) the Administrative Agent (in consultation with the Managing Agents) may, upon notice to the other party received at least three (3) Business Days prior to the last day of any Settlement Period in the case of the Seller giving notice, or up to the last day of such Settlement Period in the case of the Administrative Agent giving notice, either (i) divide any Receivable Interest into two or more Receivable Interests having aggregate Capital equal to the Capital of such divided Receivable Interest, or (ii) combine any two or more Receivable Interests originating on such last day or having Settlement Periods ending on such last day into a single Receivable Interest having Capital equal to the aggregate of the Capital of such Receivable Interests; *provided, however,* that no Receivable Interest owned by any Conduit Purchaser may be combined with a Receivable Interest owned by any Bank Purchaser.

Section 2.08. Increased Costs. (a) If (i) an Accounting Based Consolidation Event shall have occurred, or (ii) the Administrative Agent, any Conduit Purchaser, any Bank Purchaser, any Managing Agent or any other Person (including any Conduit Support Provider or other bank or other financial institution providing liquidity and/or credit support to any Conduit Purchaser in connection with such Conduit Purchaser's commercial paper program) which enters into a commitment to purchase Receivable Interests or interests therein (each, an *"Affected Person"*) determines that compliance with any change in any law or regulation or any guideline or request or in the interpretation or administration thereof from any central bank or other governmental authority (whether or not having the force of law) otherwise affects or would affect the amount of the capital required or expected to be maintained by such Affected Person and such Affected Person determines that the amount of such capital is increased by or based upon the existence of any commitment to make purchases of or otherwise to maintain the investment in Receivables or interests therein related to this Agreement or to the funding thereof, then, upon demand by such Affected Person (with a copy to the Administrative Agent), the Seller shall pay to the related Managing Agent for the account of such Affected Person (as a third-party beneficiary, in the case of an Affected Person that is not a party to this Agreement), from time to time as specified by such Affected Person, additional amounts sufficient to compensate such Affected Person in the light of such circumstances, to the extent that such Affected Person reasonably determines such increase in capital to be allocable to the existence of any of such commitments.

(b) If, due to either (i) the introduction of or any change in or in the interpretation of any law or regulation or (ii) compliance with any guideline or request from any central bank or other governmental authority (whether or not having the force of law), there shall be any increase in the

cost to any Affected Person of agreeing to purchase or purchasing, or maintaining the ownership of Receivable Interests, then, upon demand by such Affected Person (with a copy to the Administrative Agent), the Seller shall pay to the related Managing Agent, for the account of such Affected Person, from time to time as specified by such Affected Person, additional amounts sufficient to compensate such Affected Person for such increased costs.

(c) A certificate of the Affected Person setting forth such amount or amounts (including computation of such amount or amounts) as shall be necessary to compensate the Affected Person as specified in paragraph (a) or (b) above, as the case may be, delivered to the Seller shall be conclusive and binding absent manifest error. Each Affected Person shall designate a different funding office for its purchases with respect to Receivable Interests hereunder if such designation will avoid the need for, or reduce the amount of, compensation pursuant to this Section 2.08 and will not, in the sole opinion of such Affected Person, be disadvantageous to such Affected Person and will not result in any material expense.

(d) Failure on the part of any Affected Person to demand compensation for any increased costs or reduction in amounts received or receivable or reduction in return on capital with respect to any period shall not constitute a waiver of such Affected Person's right to demand compensation with respect to any other period. The protection of this Section shall be available to each Affected Person regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, guideline or other change or condition which shall have occurred or been imposed.

Section 2.09. Taxes. (a) Any and all payments and deposits required to be made hereunder or under any other Transaction Document by the Servicer or the Seller shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding net income taxes that are imposed by the United States and franchise taxes and net income taxes that are imposed on an Affected Person by the state or foreign jurisdiction under the laws of which such Affected Person is organized or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as *"Taxes"*). If the Seller or the Servicer shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to any Affected Person, (i) the Seller shall make an additional payment to such Affected Person, in an amount sufficient so that, after making all required deductions (including deductions applicable to additional sums payable under this Section 2.09), such Affected Person receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Seller or the Servicer, as the case may be, shall make such deductions and (iii) the Seller or the Servicer, as the case may be, shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) In addition, the Seller agrees to pay any present or future stamp or other documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or under any other Transaction Document or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Transaction Document (hereinafter referred to as *"Other Taxes"*).

(c) The Seller will indemnify each Affected Person for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section 2.09) paid by such Affected Person and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within thirty (30) days from the date the Affected Person makes written demand therefor (and a copy of such demand shall be delivered to the Administrative Agent). A certificate as to the amount of such indemnification submitted to the Seller and the Administrative Agent by such Affected Person, setting forth, in reasonable detail, the basis for and the calculation thereof, shall be conclusive and binding for all purposes absent manifest error.

(d) Each Affected Person who is organized outside the United States shall, prior to the date hereof (or, in the case of any Person who becomes an Affected Person after the date hereof, prior to the date on which it so becomes an Affected Person), (x) deliver to the Seller and the Administrative Agent such certificates, documents or other evidence, as required by the IRC or Treasury regulations issued pursuant thereto, including Internal Revenue Service Form W-8BEN or Form W-8ECI and any other certificate or statement of exemption required by Treasury Regulation Section 1.1441-1(a) or Section 1.1441-6(c) or any subsequent version thereof, properly completed and duly executed by such Affected Person establishing that such payment is (i) not subject to withholding under the IRC because such payment is effectively connected with the conduct by such Affected Person of a trade or business in the United States or (ii) totally exempt from United States tax under a provision of an applicable tax treaty and (y) upon request of the Seller or the Administrative Agent, and to the extent it may do so under applicable law, furnish any other government forms which are necessary or required under an applicable tax treaty or otherwise by law to reduce or eliminate any withholding tax. Each such Affected Person that changes its funding office shall promptly notify the Seller and the Administrative Agent of such change and, upon written request from the Seller or the Administrative Agent, shall deliver any new certificates, documents or other evidence required pursuant to the preceding sentence prior to the immediately following due date of any payment by the Seller hereunder. Unless the Seller and the Administrative Agent have received forms or other documents satisfactory to them indicating that payments hereunder are not subject to United States withholding tax, notwithstanding paragraph (a), the Seller or the Administrative Agent shall withhold taxes from such payments at the applicable statutory rate in the case of payments to or for any Affected Person organized under the laws of a jurisdiction outside the United States.

(e) The Seller shall not be required to pay any amounts to any Affected Person in respect of Taxes and Other Taxes pursuant to paragraphs (a), (b) and (c) above if the obligation to pay such amounts would not have arisen but for a failure by such Affected Person to comply with the provisions of paragraph (d) above unless such Affected Person is unable to comply with paragraph (d) because of (i) a change in applicable law, regulation or official interpretation thereof or (ii) an amendment, modification or revocation of any applicable tax treaty or a change in official position regarding the application or interpretation thereof, in each case after the date hereof (or, in the case of any Person who became an Affected Person after the date hereof, after the date on which it so became an Affected Person).

Section 2.10. Liquidity Asset Purchase Agreement Fundings. The parties hereto acknowledge that any Conduit Purchaser may put all or any portion of its Receivable Interests to the Bank Purchasers in its Purchaser Group at any time pursuant such Conduit Purchaser's related Liquidity Asset Purchase Agreement to finance or refinance the necessary portion of its Receivable Interests through a funding under such Liquidity Asset Purchase Agreement to the extent available. The fundings under each Liquidity Asset Purchase Agreement will accrue interest at the Assignee Rate. Regardless of whether a funding of Receivable Interests by any such Bank Purchaser constitutes the direct purchase of a Receivable Interest hereunder, an assignment under the related Liquidity Asset Purchase Agreement of a Receivable Interest originally funded by a Conduit Purchaser or the sale of one or more participations under the related Liquidity Asset Purchase Agreement in a Receivable Interest originally funded by a Conduit Purchaser, each Bank Purchaser participating in a funding of a Receivable Interest shall have the rights and obligations of a "Purchaser" hereunder with the same force and effect as if it had directly purchased such Receivable Interest from Seller hereunder.

Section 2.11. Security Interest. As security for the performance by the Seller of all the terms, covenants and agreements on the part of the Seller (whether as Seller or otherwise) to be performed under this Agreement or any other Transaction Document, including the punctual payment when due of all Seller Obligations, the Seller hereby assigns to the Administrative Agent for its benefit and the ratable benefit of the other Indemnified Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of the other Indemnified Parties, a security interest in, all of the Seller's right, title and interest in and to (A) the Sale Agreement, including, without limitation, (i) all rights of the Seller to receive moneys due or to become due under or pursuant to the Sale Agreement, (ii) all security interests and property subject thereto from time to time purporting to secure payment of monies due or to become due under or pursuant to the Sale Agreement, (iii) all rights of the Seller to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Sale Agreement, (iv) claims of the Seller for damages arising out of or for breach of or default under the Sale Agreement, and (v) the right of the Seller to compel performance and otherwise exercise all remedies thereunder, (B) all Receivables, whether now owned and existing or hereafter acquired or arising, all Related Security and Collections with respect thereto and all Lock-Boxes and all Blocked Accounts and funds on deposit therein, (C) all other assets of the Seller, whether now owned and existing or hereafter acquired or arising, including, without limitation, all accounts, chattel paper, goods, instruments, investment property, deposit accounts and general intangibles (as those terms are defined in the UCC as in effect on the date hereof in the State of New York), including undivided interests in any of the foregoing, now owned or hereafter acquired by the Seller and not otherwise purchased under this Agreement, and (D) to the extent not included in the foregoing, all proceeds of any and all of the foregoing.

Section 2.12. Replacement of Purchaser Groups. During any time that any Bank Purchaser is a Defaulting Purchaser, the Seller may, upon written notice to such Bank Purchaser, the related Managing Agent and the Administrative Agent, replace such Bank Purchaser and its Purchaser Group by causing such Bank Purchaser and all other Purchasers in such Purchaser Group to assign their respective Commitments, if any, and Receivable Interests (with the assignment fee to be paid by the Seller in such instance) pursuant to Section 11.01(b) to one or more other Purchasers or Eligible Assignees procured by the Seller upon payment in full all Capital, Yield, Fees and other

amounts owing to such Purchasers and the Managing Agent in such Purchaser Group through the date of replacement, and the Company shall release all such Purchasers and the Managing Agent of such Purchaser Group from their respective obligations under, and each such Purchaser and the related Managing Agent shall cease to be party to, this Agreement and the other Transaction Documents, if any. Any Purchaser being so replaced shall execute and deliver an Assignment and Assumption with respect to its Commitment, if any, and Receivable Interests.

Section 2.13. Decreases. The Seller shall provide the Administrative Agent and each Managing Agent with prior written notice in the form set forth as Annex K hereto (a *"Reduction Notice"*) of any proposed reduction of the Aggregate Capital at least one (1) Business Day prior to the Proposed Reduction Date. Such Reduction Notice shall designate (i) the date (the *"Proposed Reduction Date"*) upon which any such reduction of the Aggregate Capital shall occur (which date shall be at least one (1) Business Day prior thereto), and (ii) the amount by which the Aggregate Capital is to be reduced (the *"Aggregate Reduction"*) which shall be distributed ratably to each Purchaser Group based upon the Capital held by each Purchaser Group and which shall be applied by each Managing Agent ratably to the Receivable Interests of the Purchasers in such Managing Agent's Purchaser Group ratably in accordance with the amount of outstanding Capital owned by such Purchasers. Only one (1) Reduction Notice may be outstanding at any time. No Aggregate Reduction shall be made with funds other than Collections or other funds of the Seller. No Aggregate Reduction shall be made following the occurrence of and during the continuance of an Event of Termination or an Incipient Event of Termination without the prior written consent of the Administrative Agent.

ARTICLE III

CONDITIONS OF PURCHASES

Section 3.01. Conditions Precedent to Amendment and Restatement. The effectiveness of this amendment and restatement is subject to the conditions precedent that the Administrative Agent and the Managing Agents shall have received on or before the date of such purchase the following, each (unless otherwise indicated) dated such date, in form and substance satisfactory to the Administrative Agent and the Managing Agents:

(a) Certified copies of the resolutions of the Board of Directors of each Transaction Party approving each Transaction Document to which it is a party and certified copies of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to this Agreement and the other Transaction Documents.

(b) A certificate of the Secretary or Assistant Secretary of each Transaction Party certifying the names and true signatures of the officers of such Transaction Party authorized to sign the Transaction Documents to which it is a party.

(c) Acknowledgment copies or time stamped receipt copies (or other evidence of filing) of proper financing statements, duly filed under the UCC of all jurisdictions that the Administrative Agent may deem necessary or desirable in order to perfect the

ownership and security interests contemplated by this Agreement and the Sale Agreement and.

(d) Copies of proper UCC assignments to be filed under the UCC of all jurisdictions that the Administrative Agent may deem necessary or desirable in order to perfect the ownership and security interests contemplated by this Agreement and the Sale Agreement.

(e) Acknowledgment copies or time stamped receipt copies (or other evidence of filing) of proper financing statements necessary to release all security interests and other rights of any Person in the Receivables, Contracts or Related Security previously granted by any Transaction Party or any of their respective Affiliates.

(f) Completed requests for information, dated on or before the date hereof, listing all effective financing statements filed in the jurisdictions referred to in subsection (c) above that name the Seller or the Originator as debtor, together with copies of such financing statements (none of which shall cover any Receivables, Contracts, Related Security or the collateral referred to in Section 2.11 except to the extent the Administrative Agent shall have received executed termination statements therefor pursuant to subsection (d) above).

(g) Executed copies of Assignment Agreements with respect to the Blocked Account Agreements for each Blocked Account and each Lock-Box.

(h) Favorable opinions of (i) Schiff Hardin LLP, counsel for the Seller, the Servicer, the Originator and NiSource, relating to enforceability of this Agreement and the other Transaction Documents, creation of security interests, perfection of security interests granted hereunder, non-contravention of laws and agreements, general corporate matters and such other matters as the Administrative Agent may reasonably request and (ii) in-house counsel to the Seller, the Servicer, the Originator and NiSource, relating to perfection of security interests under the Receivables Sale Agreement, due authorization and certain regulatory issues.

(i) An executed copy of the Reaffirmation, Acknowledgement, and Consent of the Performance Guaranty.

(j) A copy of the by-laws of each Transaction Party, certified by the Secretary or Assistant Secretary of such Transaction Party.

(k) A copy of the certificate or articles of incorporation of each Transaction Party, certified as of a recent date by the Secretary of State or other appropriate official of the State of incorporation of such Transaction Party, and a certificate as to the good standing of each Transaction Party from such Secretary of State or other official, dated as of a recent date.

(l) Copies of the most current versions of the Choice Marketer Purchase Agreement and Choice Marketer Security Agreement.

(m) Executed copy of the Fee Letter.

(n) A pro forma Monthly Report in form and substance satisfactory to the Administrative Agent.

Section 3.02. Conditions Precedent to All Purchases and Reinvestments. Each purchase (including the initial purchase) and each reinvestment hereunder shall be subject to the further conditions precedent that:

(a) the Servicer shall have delivered to the Administrative Agent and the Managing Agents all Monthly Reports and Daily Reports required to be delivered hereunder, each duly completed and containing information covering the most recently ended reporting period for which information is required pursuant to Section 6.02(g) and (h);

(b) on the date of such purchase or reinvestment the following statements shall be true, except that the statements in clause (iii) below are required to be true only if such reinvestment is by a Conduit Purchaser (and acceptance of the proceeds of such purchase or reinvestment shall be deemed a representation and warranty by the Seller and the Servicer (each as to itself) that such statements are then true):

(i) the representations and warranties contained in Sections 4.01 and 4.02 are correct on and as of the date of such purchase or reinvestment as though made on and as of such date;

(ii) no event has occurred and is continuing, or would result from such purchase or reinvestment, that constitutes an Event of Termination, an Involuntary Bankruptcy Event or, in the case of a purchase, an Incipient Event of Termination;

(iii) no Managing Agent shall have given the Seller notice that a Conduit Purchaser has terminated the reinvestment of Collections in Receivable Interests; *provided, however* that no such notice shall relieve the related Bank Purchaser in such Conduit Purchaser's Purchaser Group of its obligation to make purchases and reinvestments as set forth herein; and

(iv) the Originator shall have sold or contributed to the Seller, pursuant to the Sale Agreement, all Receivables that arose on or prior to such date; and

(c) the Administrative Agent and each Managing Agent shall have received such other approvals, opinions or documents as it may reasonably request.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01. Representations and Warranties of the Seller. The Seller hereby represents and warrants as follows to the Administrative Agent, each Managing Agent and each Purchaser, as to itself, as of the date hereof and as of the date of each purchase or reinvestment hereunder:

(a) The Seller is a corporation duly formed and validly existing under the laws of Delaware, and is duly qualified to do business, and is in good standing, in every jurisdiction where the nature of its business requires it to be so qualified.

(b) The execution, delivery and performance by the Seller of the Transaction Documents, including the Seller's use of the proceeds of purchases and reinvestments, (i) are within the Seller's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) do not contravene (1) the Seller's certificate or articles of incorporation or by-laws, (2) any law, rule or regulation applicable to the Seller, (3) any contractual restriction binding on or affecting the Seller or its property or (4) any order, writ, judgment, award, injunction or decree binding on or affecting the Seller or its property, and (iv) do not result in or require the creation of any Adverse Claim upon or with respect to any of its properties (except as created pursuant to this Agreement). Each of the Transaction Documents has been duly executed and delivered by the Seller.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Seller of the Transaction Documents to which it is a party or any other document to be delivered thereunder other than those that have been obtained or made and except for the filing of UCC financing statements which are referred to therein.

(d) Each of the Transaction Documents to which the Seller is a party constitutes the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) The opening pro forma balance sheet of the Seller as of March 15, 2010, giving effect to the initial purchase to be made under this Agreement, a copy of which has been furnished to the Administrative Agent and the Managing Agents, fairly presents the financial condition of the Seller as of such date, in accordance with generally accepted accounting principles, and since its formation there has been no (i) material adverse change in the business, operations, property or financial condition of the Seller or (ii) other event or circumstance which has had or will have a Material Adverse Effect.

(f) There is no pending or (to the best knowledge of the Seller) threatened action or proceeding affecting the Seller before any court, governmental agency or

arbitrator. The Seller is not in default in any material respect of any order of any court, arbitrator or governmental agency.

(g) No proceeds of any purchase or reinvestment will be used for a purpose that violates or would be inconsistent with Regulation T, U or X promulgated by the Board of Governors of the Federal Reserve System from time to time.

(h) Each Receivable treated as or represented to be a Pool Receivable is owned by the Seller free and clear of any Adverse Claim (except for Permitted Liens or as created in favor of the Administrative Agent and the Purchasers hereunder). The Purchasers have acquired a valid and perfected first priority ownership interest or security interest in each Pool Receivable now existing or hereafter arising and in the Related Security and Collections with respect thereto, in each case free and clear of any Adverse Claim other than Permitted Liens. No effective financing statement or other instrument similar in effect is filed in any recording office listing the Seller as debtor, covering any Receivable, Related Security or Collections except such as may be filed in favor of the Administrative Agent in accordance with this Agreement. No effective financing statement or other instrument similar in effect, is filed in any recording office listing the Originator as debtor, covering any Receivable, Related Security or Collections except such as may be filed in favor of the Seller and assigned to the Administrative Agent in accordance with this Agreement.

(i) Each Monthly Report and Daily Report (in each case, if prepared by any Transaction Party or one of their respective Affiliates, or to the extent that information contained therein is supplied by any Transaction Party or an Affiliate), all information, and each exhibit, financial statement, document, book, record or report furnished or to be furnished in writing at any time by or on behalf of any Transaction Party to the Administrative Agent, any Managing Agent or any Purchaser in connection with this Agreement is or will be accurate in all material respects as of its date or (except as otherwise disclosed to the Administrative Agent, the Managing Agent or the Purchaser, as the case may be, at such time) as of the date so furnished, and no such Monthly Report, Daily Report, information, exhibit, financial statement, document, book, record or report, as of its date, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not materially misleading.

(j) The principal place of business of the Seller and the office where the Seller keeps its records concerning the Receivables are located at the address or addresses referred to in Section 5.01(b).

(k) The names and addresses of all the Blocked Account Banks together with the number of the Lock-Boxes and the account numbers of the Blocked Accounts of the Seller at or maintained by such Blocked Account Banks are as specified in Schedule II hereto, as such Schedule II may be updated from time to time pursuant to Section 5.01(g).

(l) Each purchase of a Receivable Interest and each reinvestment of Collections in Receivables will constitute (i) a "current transaction" within the meaning of Section 3(a)(3) of the Securities Act of 1933, as amended, and (ii) a purchase or other acquisition of notes, drafts, acceptances, open accounts receivable or other obligations representing part or all of the sales price of merchandise or services within the meaning of Section 3(c)(5) of the Investment Company Act of 1940, as amended.

(m) In the past five (5) years, the Seller has not used any corporate name, trade name or doing-business-as name other than the name in which it has executed this Agreement. The Seller's organizational identification number is 4752028.

(n) The Seller was formed on March 2, 2010 and the Seller did not engage in any business activities prior to the date of this Agreement. The Seller has no Subsidiaries. Columbia Gas of Pennsylvania directly owns 100% of the capital stock of the Seller, free and clear of any Adverse Claims other than Permitted Liens.

(o) (i) The fair value of the property of the Seller is greater than the total amount of liabilities, including contingent liabilities, of the Seller, (ii) the present fair salable value of the assets of the Seller is not less than the amount that will be required to pay all probable liabilities of the Seller on its debts as they become absolute and matured, (iii) the Seller does not intend to, and does not believe that it will, incur debts or liabilities beyond the Seller's abilities to pay such debts and liabilities as they mature and (iv) the Seller is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which the Seller's property would constitute unreasonably small capital.

(p) With respect to each Receivable, the Seller (i) shall have received such Receivable as a contribution to the capital of the Seller by Originator or (ii) shall have purchased such Receivable from Originator in exchange for payment (made by the Seller to Originator in accordance with the provisions of the Sale Agreement) of cash, Purchase Price Credits (as defined in the Sale Agreement), Deferred Purchase Price, or a combination thereof in an amount which constitutes fair consideration and reasonably equivalent value. Each such sale referred to in clause (ii) of the preceding sentence shall not have been made for or on account of an antecedent debt owed by Originator to the Seller and no such sale or capital contribution is or may be voidable or subject to avoidance under any section of the United States Bankruptcy Code.

(q) The Seller and its ERISA Affiliates are in compliance in all material respects with ERISA, and no Adverse Claim exists in favor of the Pension Benefit Guaranty Corporation on any of the Receivables.

(r) Each Receivable included as an Eligible Receivable in the calculation of the Net Receivables Pool Balance on any Monthly Report or Daily Report satisfies the requirements of eligibility contained in the definition of "Eligible Receivable" as of the date of the information reported in such Monthly Report or Daily Report.

(s) On the date of each purchase and reinvestment hereunder (and after giving effect thereto), the sum of the Receivable Interests does not exceed 100% except to the extent that Collections set aside and held for the benefit of the Purchasers pursuant to Section 2.04(b)(iii) would cause the sum of the Receivable Interests to be less than or equal to 100% if such funds were applied to the reduction of Capital.

(t) Each of the representations and warranties set forth on Annex F are true and correct.

(u) The Seller is neither (i) an "investment company" or a company "controlled by an investment company" within the meaning of the Investment Company Act of 1940, as amended (the "*Investment Company Act*"), nor (ii) a "covered fund" under Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder. In determining that the Seller is not a covered fund, the Seller is entitled to rely on the exemption from the definition of "investment company" set forth in Section 3(c)(5) of the Investment Company Act.

(v) Each of the facts and assumptions with respect to the Seller and its conduct set forth in the opinion letter, dated March 15, 2010, issued by Schiff Hardin LLP in connection with the closing under the Original Agreement and relating to issues of "true sale" and "substantive nonconsolidation," and in the certificates accompanying such opinion letter, are true and correct.

(w) The Seller has complied in all respects with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject. Each Receivable, together with the Contract related thereto, does not contravene any laws, rules or regulations applicable thereto (including, without limitation, laws, rules and regulations relating to truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy), and no part of such Contract is in violation of any such law, rule or regulation, except where such contravention or violation could not reasonably be expected to have a Material Adverse Effect.

(x) The Seller has complied in all material respects with the Credit and Collection Policy with regard to each Receivable and the related Contract, and has not made any change to such Credit and Collection Policy, except for any such change in the Credit and Collection Policy permitted under Section 5.01(f).

(y) Policies and procedures have been implemented and maintained by or on behalf of the Seller that are reasonably designed to achieve compliance by the Seller and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, giving due regard to the nature of its business and activities, and the Seller and its officers and employees acting in any capacity in connection with or directly benefitting from the facility established hereby are in compliance with Anti-Corruption Laws and applicable Sanctions, in each case in all material respects. None of the Seller or, to the knowledge of the Seller, any of its directors, officers, employees, or agents that will act in any capacity in connection with or directly benefit from the facility established hereby, is

a Sanctioned Person. The Seller is not organized or resident in a Sanctioned Country. No purchase hereunder or use of proceeds thereof by the Seller in any manner will violate Anti-Corruption Laws or applicable Sanctions.

Section 4.02. Representations and Warranties of the Servicer. Columbia Gas of Pennsylvania, in its capacity as Servicer, hereby represents and warrants as follows to the Administrative Agent, each Managing Agent and each Purchaser as of the date hereof and as of the date each purchase or reinvestment hereunder:

(a) The Servicer is a corporation duly incorporated, validly existing and in good standing under the laws of Pennsylvania, and is duly qualified to do business, and is in good standing, in every jurisdiction where the nature of its business requires it to be so qualified.

(b) The execution, delivery and performance by the Servicer of this Agreement and any other documents to be delivered by it hereunder (i) are within the Servicer's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) do not contravene (1) the Servicer's charter or by-laws, (2) any law, rule or regulation applicable to the Servicer, (3) any contractual restriction binding on or affecting the Servicer or its property or (4) any order, writ, judgment, award, injunction or decree binding on or affecting the Servicer or its property (unless, in the case of the preceding clauses (3) and (4), such non-contravention would not reasonably be expected to have a Material Adverse Effect), and (iv) do not result in or require the creation of any Adverse Claim upon or with respect to any of its properties. This Agreement has been duly executed and delivered by the Servicer.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Servicer of this Agreement or any other document to be delivered by it hereunder (other than those that have been obtained or made).

(d) This Agreement constitutes the legal, valid and binding obligation of the Servicer enforceable against the Servicer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) The balance sheets of the Servicer and its Subsidiaries as of December 31, 2017, and the related statements of income and retained earnings of the Servicer and its Subsidiaries as of and for the fiscal year then ended, copies of which have been furnished to the Administrative Agent and the Managing Agents, fairly present the financial condition of the Servicer and its Subsidiaries as at such date and the results of the operations of the Servicer and its Subsidiaries for the fiscal year ended on such date, all in accordance with generally accepted accounting principles consistently applied. Since December 31,

2017, there has been no material adverse change in the business, operations, property or financial condition of the Servicer.

(f) There is no pending or (to the best knowledge of the Servicer) threatened action or proceeding affecting the Servicer or any of its Subsidiaries before any court, governmental agency or arbitrator which (if adversely determined) would constitute an Event of Termination or otherwise have a Material Adverse Effect, except as disclosed in the Servicer's financial statements referred to in Section 4.02(e).

(g) On the date of each purchase and reinvestment hereunder (and after giving effect thereto) the sum of the Receivable Interests does not exceed 100% except to the extent that Collections set aside and held for the benefit of the Purchasers pursuant to Section 2.04(b)(iii) would cause the sum of the Receivable Interests to be less than or equal to 100% if such funds were applied to the reduction of Capital.

(h) Servicer is able, on any date on which it is required to make such an identification under the terms of this Agreement, to produce a report identifying which amounts paid into the Blocked Accounts constitute Collections and which amounts constitute other amounts.

(i) Servicer has complied in all respects with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject. Each Receivable, together with the Contract related thereto, does not contravene any laws, rules or regulations applicable thereto (including, without limitation, laws, rules and regulations relating to truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy), and no part of such Contract is in violation of any such law, rule or regulation, except where such contravention or violation could not reasonably be expected to have a Material Adverse Effect.

(j) Servicer has complied in all material respects with the Credit and Collection Policy with regard to each Receivable and the related Contract, and has not made any change to such Credit and Collection Policy, except for any such change in the Credit and Collection Policy permitted under Section 5.01(f).

(k) Policies and procedures have been implemented and maintained by or on behalf of each of the Transaction Parties (other than the Seller) that are reasonably designed to achieve compliance by such Transaction Parties and their respective Subsidiaries, directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, giving due regard to the nature of such Person's business and activities, and each of such Transaction Parties, their respective Subsidiaries and their respective officers and employees acting in any capacity in connection with or directly benefitting from the facility established hereby, are in compliance with Anti-Corruption Laws and applicable Sanctions, in each case in all material respects. None of (a) the Transaction Parties (other than the Seller) or any of their respective Subsidiaries or, to the knowledge of such Transaction Parties, as applicable, any of their respective directors, officers, employees, or agents that will act in any capacity in connection with or directly benefit from the facility

established hereby, is a Sanctioned Person, and (b) such Transaction Parties or any of their respective Subsidiaries is organized or resident in a Sanctioned Country. No purchase hereunder or use of proceeds thereof by any Transaction Parties (other than the Seller) in any manner will violate Anti-Corruption Laws or applicable Sanctions.

ARTICLE V

COVENANTS

Section 5.01. Covenants of the Seller. Until the later of (i) the Termination Date and (ii) the date on which no Capital of or Yield on any Receivable Interest shall be outstanding and all Fees and other Seller Obligations are paid in full:

(a) *Compliance with Laws, Etc.* The Seller will comply in all respects with all applicable laws, rules, regulations and orders and preserve and maintain its corporate existence, rights, franchises, qualifications, and privileges except to the extent that the failure so to comply with such laws, rules and regulations or the failure so to preserve and maintain such rights, franchises, qualifications, and privileges would not reasonably be expected to have a Material Adverse Effect.

(b) *Offices, Records and Books of Account*. The Seller will keep its principal place of business and the office where it keeps its records concerning the Receivables at (i) the address of the Seller set forth under its name on the signature pages to this Agreement, or (ii) upon thirty (30) days' prior written notice to the Administrative Agent and the Managing Agents, at any other locations in jurisdictions where all actions reasonably requested by the Administrative Agent to protect and perfect the interest in the Receivables have been taken and completed. The Seller also will maintain and implement administrative and operating procedures (including, without limitation, an ability to recreate records evidencing Receivables and related Contracts in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables (including, without limitation, records adequate to permit the daily identification of each Receivable and all Collections of and adjustments to each existing Receivable).

(c) *Performance and Compliance with Contracts and Credit and Collection Policy*. The Seller will, at its expense, (i) timely and fully perform and comply in all material respects with all provisions, covenants and other promises required to be observed by it under the Contracts related to the Receivables and (ii) timely and fully comply in all material respects with the Credit and Collection Policy in regard to each Receivable and the related Contracts.

(d) *Sales, Liens, Etc.* The Seller will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim (except for Permitted Liens or the interest in favor of the Administrative Agent and the Indemnified Parties created pursuant to this Agreement) upon or with respect to, any Receivable,

Related Security, related Contract or Collections, or upon or with respect to any Blocked Account or Lock-Box or any other asset of the Seller, or assign any right to receive income in respect thereof.

(e) *Extension or Amendment of Receivables and Contracts*. Except as provided in Section 6.02(c), the Seller will not extend, amend or otherwise modify the terms of any Receivable or amend, modify or waive any term or condition of any Contract related thereto.

(f) *Change in Business or Credit and Collection Policy*. The Seller will not make any change in the character of its business or in the Credit and Collection Policy, except for any such change in the Credit and Collection Policy that would not impair the collectibility of any Receivable.

(g) *Addition or Termination of Blocked Accounts and Lock-Boxes; Change in Payment Instructions to Obligors*. The Seller will not add or terminate any bank as a Blocked Account Bank from those listed in Schedule II to this Agreement, or make any change in its instructions to Obligors regarding payments to be made in respect of the Receivables, unless the Administrative Agent and the Managing Agents shall have received notice of such addition, termination or change (including an updated Schedule II) and with respect to each new Lock-Box or Blocked Account, a fully executed Blocked Account Agreement.

(h) *Deposits to Lock-Boxes and Blocked Accounts*. The Seller will cause all Obligors to be instructed to remit all their payments in respect of Receivables to one of the Lock-Boxes or Blocked Accounts or to a Sub-Agent that has been instructed to remit payments to one of the Blocked Accounts. If the Seller shall receive any Collections directly, the Seller shall promptly (and in any event within one (1) Business Day) cause such Collections to be deposited into a Blocked Account. From and after the occurrence of a Lock-Box Event, the Seller will not permit any funds to be deposited into any Blocked Account other than Collections of Receivables, proceeds of accounts receivable generated under any Percent of Income Plan, Retail Services Payments, and prepayments made under any Balanced Payment Plan.

(i) *Further Assurances; Change in Name or Jurisdiction of Origination, etc.* (i) The Seller agrees from time to time, at its expense, promptly to execute and deliver all further instruments and documents, and to take all further actions, that may be necessary or desirable, or that the Administrative Agent may reasonably request, to perfect, protect or more fully evidence the Receivable Interests purchased under this Agreement and/or security interest granted pursuant to this Agreement, or to enable any Managing Agent, any Conduit Purchaser, any Bank Purchaser or the Administrative Agent to exercise and enforce their respective rights and remedies under this Agreement. Without limiting the foregoing, the Seller will, upon the request of the Administrative Agent, execute and file such financing or continuation statements, or amendments thereto, and such other instruments and documents, that may be necessary or desirable, or that the Administrative Agent may reasonably request, to perfect, protect or evidence such Receivable Interests.

(ii) The Seller authorizes the Administrative Agent to file financing or continuation statements, and amendments thereto and assignments thereof, relating to the Receivables and the Related Security, the related Contracts and the Collections with respect thereto and the other Collateral described in Section 2.11 without the signature of the Seller. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement where permitted by law.

(iii) The Seller shall at all times be organized under the laws of the State of Delaware and shall not take any action to change its jurisdiction of organization.

(iv) The Seller will not change its name, identity or corporate structure unless the Administrative Agent and the Managing Agents shall have received at least thirty (30) days' advance written notice of such change and all action by the Seller necessary or appropriate to perfect or maintain the perfection of the Receivable Interests (including, without limitation, the filing of all financing statements and the taking of such other action as the Administrative Agent may request in connection with such change or relocation) shall have been duly taken.

(j) *Reporting Requirements.* The Seller will cause to be provided to the Administrative Agent and each Managing Agent the following:

(i) as soon as available and in any event within ninety (90) days after the end of each fiscal year of Columbia Gas of Pennsylvania, a consolidated balance sheet of Columbia Gas of Pennsylvania and its Subsidiaries as of the end of such fiscal year and the related consolidated statements of income, cash flows and changes in common stockholders' equity for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, certified by a Financial Officer of Columbia Gas of Pennsylvania as having been prepared in conformity with generally accepted accounting principles consistently applied;

(ii) as soon as available and in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of Columbia Gas of Pennsylvania, a consolidated balance sheet of Columbia Gas of Pennsylvania and its Subsidiaries, as of the end of such quarter and the related consolidated statement of income for such quarter and for the portion of Columbia Gas of Pennsylvania's fiscal year ended at the end of such quarter, and the related consolidated statement of cash flows for the portion of Columbia Gas of Pennsylvania's fiscal year ended at the end of such quarter, setting forth in each case in comparative form (A) for the consolidated balance sheet, the figures as of the end of Columbia Gas of Pennsylvania's previous fiscal year, (B) for the consolidated statement of income, the figures for the corresponding quarter and the corresponding portion of Columbia Gas of Pennsylvania's previous fiscal year and (C) for the consolidated statement of cash flows, the figures for the corresponding portion of Columbia Gas of Pennsylvania's previous fiscal year; the delivery of such financial statement shall constitute a certification (subject to normal year-end adjustments) as to fairness of presentation and conformity with generally accepted accounting principles consistently applied;

(iii) as soon as (and if) available and in any event within ninety (90) days after the end of each fiscal year of NiSource, a Form 10-K for NiSource which will include an audited consolidated balance sheet of NiSource and its Consolidated Subsidiaries as of the end of such fiscal year and the related audited consolidated statements of income, cash flows and changes in common stockholders' equity for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on in a manner acceptable to the United States Securities and Exchange Commission by independent public accountants of nationally recognized standing; *provided, however*, that such Form 10-K need not be provided if it is available, within the above referenced time period, via the EDGAR system of the United States Securities and Exchange Commission ("*EDGAR*") on the Internet;

(iv) as soon as (and if) available and in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of NiSource, a Form 10-Q for NiSource which will include a consolidated balance sheet of NiSource and its Consolidated Subsidiaries, as of the end of such quarter and the related consolidated statement of income for such quarter and for the portion of NiSource's fiscal year ended at the end of such quarter, and the related consolidated statement of cash flows for the portion of NiSource's fiscal year ended at the end of such quarter, setting forth in each case in comparative form (A) for the consolidated balance sheet, the figures as of the end of NiSource's previous fiscal year, (B) for the consolidated statement of income, the figures for the corresponding quarter and the corresponding portion of NiSource's previous fiscal year and (C) for the consolidated statement of cash flows, the figures for the corresponding portion of NiSource's previous fiscal year; the delivery of such financial statement shall constitute a certification (subject to normal year-end adjustments) as to fairness of presentation and conformity with generally accepted accounting principles consistently applied; *provided, however*, that such Form 10-Q need not be provided if it is available, within the above referenced time period, via EDGAR on the Internet;

(v) as soon as available and in any event within ninety (90) days after the end of the fourth fiscal quarter of each fiscal year of the Seller and, within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Seller, a balance sheet of the Seller as of the end of such quarter and a statement of income and retained earnings of the Seller for the period commencing at the end of the previous fiscal year and ending with the end of such quarter, certified by a Financial Officer of the Seller as having been prepared in accordance with generally accepted accounting principles consistently applied;

(vi) as soon as possible and in any event within five (5) Business Days after obtaining knowledge of the occurrence of each Event of Termination or Incipient Event of Termination, a statement of a Financial Officer of the Seller setting forth details of such Event of Termination or Incipient Event of Termination and the action that the Seller has taken and proposes to take with respect thereto;

(vii) promptly after the sending or filing thereof, copies of all reports that NiSource files with the SEC or distributes to its shareholders; *provided*, *however*, that such reports need not be provided if they are available via EDGAR on the Internet;

(viii) promptly after the filing or receiving thereof, copies of all reports and notices that the Seller or any Affiliate files under ERISA with the Internal Revenue Service or the Pension Benefit Guaranty Corporation or the U.S. Department of Labor or that the Seller or any Affiliate receives from any of the foregoing or from any multiemployer plan (within the meaning of Section 4001(a)(3) of ERISA) to which the Seller or any Affiliate is or was, within the preceding five (5) years, a contributing employer, in each case in respect of the assessment of withdrawal liability or an event or condition which could, in the aggregate, result in the imposition of liability on the Seller and/or any such Affiliate in excess of $50,000,000, other than the liability for payment of amounts required to satisfy a minimum funding requirement standard under ERISA Section 302, or an alternative minimum funding standard under ERISA Section 305, *provided* that such required funding amounts do not include any waived funding deficiency with the meaning of ERISA Section 302;

(ix) at least thirty (30) days prior to any change in the name or jurisdiction of organization of any Transaction Party, a notice setting forth the new name or jurisdiction of organization, as applicable, and the effective date thereof;

(x) promptly and in any event within five (5) Business Days after the Seller obtains knowledge thereof, notice of any "Event of Termination" or "Facility Termination Date" under the Sale Agreement;

(xi) as soon as possible and in any event no later than the day of occurrence thereof, notice that the Originator has stopped selling to the Seller, pursuant to the Sale Agreement, all newly arising Receivables;

(xii) at the time of the delivery of the financial statements provided for in clause (v) of this paragraph, a certificate of a Financial Officer of the Seller to the effect that, to the best of such officer's knowledge, no Event of Termination or Incipient Event of Termination has occurred and is continuing or, if any Event of Termination or Incipient Event of Termination has occurred and is continuing, specifying the nature and extent thereof;

(xiii) promptly after receipt thereof, copies of all notices received by the Seller from the Originator under the Sale Agreement;

(xiv) promptly upon learning thereof, notice of any downgrade in the Debt Rating (or the withdrawal by either S&P or Moody's of a Debt Rating) of any Transaction Party, setting forth the Debt affected and the nature of such change (or withdrawal);

(xv) at least thirty (30) days prior to any resignation or termination of the Person acting as the independent director as required pursuant to Section 5.01(k), a notice setting

forth the name of the replacement independent director and the effective date of such resignation or termination, as applicable, and replacement; *provided, however*, if such resignation or termination is at the initiative of the independent director, the Seller shall provide notice thereof to the Administrative Agent and each Managing Agent within three (3) Business Days of the Seller's actual knowledge thereof;

(xvi) promptly after the occurrence thereof any event or condition that has had, or could reasonably be expected to have, a Material Adverse Effect; and

(xvii) such other information respecting the Receivables or the condition or operations, financial or otherwise, of any Transaction Party as the Administrative Agent or any Managing Agent may from time to time reasonably request.

(k) *Separateness.* (i) The Seller shall at all times maintain at least one independent director who (w) is not currently and has not been during the five (5) years preceding the date of this Agreement an officer, director or employee of an Affiliate of the Seller or any Other Company, (x) is not a current or former officer or employee of the Seller, (y) is not a stockholder of any Other Company or any of their respective Affiliates and (z) who (A) has prior experience as an independent director for a corporation whose charter documents required the unanimous consent of all independent directors thereof before such corporation could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state law relating to bankruptcy and (B) has at least three (3) years of employment experience with one or more entities that provide, in the ordinary course of their respective businesses, advisory, management or placement services to issuers of securitization or structured finance instruments, agreements or securities.

(ii) The Seller shall not direct or participate in the management of any of the Other Companies' operations.

(iii) The Seller shall conduct its business from an office separate from that of the Other Companies (but which may be located in the same facility as one or more of the Other Companies). The Seller shall have stationery and other business forms separate from that of the Other Companies.

(iv) The Seller shall at all times be adequately capitalized in light of its contemplated business.

(v) The Seller shall at all times provide for its own operating expenses and liabilities from its own funds except that common overhead expenses may be shared by the Seller and the Other Companies on a basis reasonably related to use.

(vi) The Seller shall maintain its assets and transactions separately from those of the Other Companies and reflect such assets and transactions in financial statements separate and distinct from those of the Other Companies and evidence such assets and transactions by appropriate entries in books and records separate and distinct from those of the Other Companies. The Seller shall hold itself out to the public under the Seller's own name as a legal entity separate and distinct

from the Other Companies. The Seller shall not hold itself out as having agreed to pay, or as being liable, primarily or secondarily, for, any obligations of the Other Companies.

(vii) The Seller shall not maintain any joint account with any Other Company or become liable as a guarantor or otherwise with respect to any Debt or contractual obligation of any Other Company.

(viii) The Seller shall not make any payment or distribution of assets with respect to any obligation of any Other Company or grant an Adverse Claim on any of its assets to secure any obligation of any Other Company.

(ix) The Seller shall not make loans, advances or otherwise extend credit to any of the Other Companies except as expressly contemplated by the Sale Agreement.

(x) The Seller shall hold regular duly noticed meetings of its Board of Directors, make and retain minutes of such meetings and otherwise observe all corporate formalities.

(xi) The Seller shall have bills of sale (or similar instruments of assignment) and, if appropriate, UCC-1 financing statements, with respect to all assets purchased from any of the Other Companies, in each case to the extent such bills of sale and UCC-1 financing statements would be customarily prepared in transactions with non-Affiliates.

(xii) The Seller shall not engage in any transaction with any of the Other Companies, except as permitted by this Agreement and as contemplated by the Sale Agreement.

(xiii) The Seller shall prepare its financial statements separately from those of any of the Other Companies and shall ensure that any consolidated financial statements of any Other Company that are filed with the Securities and Exchange Commission or any other governmental agency or are furnished to any creditors of any Other Company do not treat any of the Pool Receivables as an asset of the Originator, except to the extent required by generally accepted accounting principles.

(xiv) The Seller shall take such other actions as are necessary on its part to ensure that the facts and assumptions set forth in the opinion, dated March 15, 2010, issued by Schiff Hardin LLP in connection with the closing of the Original Agreement and relating to substantive consolidation issues, and in the certificates accompanying such opinion, remain true and correct in all material respects at all times.

(l) *Transaction Documents.* The Seller will not terminate, amend, waive or modify, or consent to any termination, amendment, waiver or modification of, any provision of any Transaction Document or grant any other consent or other indulgence under any Transaction Document, in each case without the prior written consent of the Administrative Agent and the Required Managing Agents. The Seller will perform all of its obligations under the Sale Agreement and will enforce the Sale Agreement in accordance with its terms. The Seller will take all actions to perfect and enforce its rights and interests (and the rights and interests of the Administrative Agent, the Managing Agents and the Purchasers as assignees of Seller) under the

Sale Agreement as the Administrative Agent may from time to time reasonably request, including, without limitation, making claims to which it may be entitled under any indemnity, reimbursement or similar provision contained in the Sale Agreement.

(m) *Nature of Business.* The Seller will not engage in any business other than the purchase of Receivables, Related Security and Collections from the Originator and the transactions contemplated by this Agreement and the Sale Agreement. The Seller will not create or form any Subsidiary.

(n) *Mergers, Etc.* The Seller will not merge with or into or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions), all or substantially all of its assets (whether now owned or hereafter acquired) to, or acquire all or substantially all of the assets or capital stock or other ownership interest of, or enter into any joint venture or partnership agreement with, any Person, other than as contemplated by this Agreement and the Sale Agreement.

(o) *Distributions, Etc.* The Seller will not declare or make any dividend payment or other distribution of assets, properties, cash, rights, obligations or securities on account of any equity interests of the Seller, or return any capital to its equity holders as such, or purchase, retire, defease, redeem or otherwise acquire for value or make any payment in respect of any equity of the Seller or any warrants, rights or options to acquire any equity of the Seller, now or hereafter outstanding; *provided, however*, that the Seller may declare and pay cash dividends out of Collections available for such purpose pursuant to the Transaction Documents so long as (i) no Event of Termination shall then exist or would occur as a result thereof, (ii) such dividends are in compliance with all applicable law, and (iii) such dividends have been approved by all necessary and appropriate corporate action of the Seller and its board of directors.

(p) *Debt.* The Seller shall not create, incur, guarantee, assume or suffer to exist any indebtedness or other liabilities, whether direct or contingent, other than (i) as a result of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business, (ii) the incurrence of obligations under this Agreement, (iii) the incurrence of other obligations pursuant to, and, as expressly contemplated in, the Sale Agreement, and (iv) the incurrence of operating expenses in the ordinary course of business.

(q) *Certificate of Incorporation and By-Laws.* The Seller will not amend, modify or delete (or permit any amendment, modification or deletion of) (i) the definition of "Independent Director" in its certificate of incorporation as in effect on the date hereof or (ii) any other provision of its certificate of incorporation or by-laws as in effect on the date hereof if, pursuant to the terms thereof, such amendment, modification or deletion requires the consent of the Independent Director thereunder.

(r) *Tangible Net Worth.* The Seller will maintain Tangible Net Worth at all times equal to at least five percent (5.0%) of the Outstanding Balance of all Non-Defaulted Receivables at such time.

(s) *Taxes.* The Seller will file all tax returns and reports required by law to be filed by it and will promptly pay all taxes and governmental charges at any time owing, except such as are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established. The Seller will pay when due any taxes payable in connection with the Receivables, exclusive of taxes on or measured by income or gross receipts of the Administrative Agent, the Managing Agents, the Conduit Purchasers or the Bank Purchasers.

(t) *Treatment as Sales.* The Seller shall not account for or treat (whether in financial statements or otherwise) the transactions contemplated by the Sale Agreement in any manner other than as the sale and/or absolute conveyance of Receivables by the Originator to the Seller.

(u) *Investments.* The Seller shall not make any loans to, advances to, investments in or otherwise acquire any capital stock or equity security of, or any equity interest in, any other Person.

(v) *Anti-Corruption Laws and Sanctions.*

(i) Policies and procedures will be maintained and enforced by or on behalf of the Seller that are designed in good faith and in a commercially reasonable manner to promote and achieve compliance, in the reasonable judgment of the Seller, by the Seller and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, in each case giving due regard to the nature of such Person's business and activities.

(ii) The Seller will not request any purchase hereunder, and shall ensure its directors, officers, employees and agents shall not use, the proceeds of any purchaser hereunder (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent doing so would violate any Sanctions, or (C) in any other manner that would result in liability to any party hereto under any applicable Sanctions or the violation of any Sanctions by any such Person.

Section 5.02. Agreed upon Procedures. Until the later of (i) the Termination Date and (ii) the date on which no Capital of or Yield on any Receivable Interest shall be outstanding and all Fees and other Seller Obligations have been paid in full, each of the Seller and the Servicer shall from time to time, upon the request of the Administrative Agent and at the expense of the Seller or the Servicer, as applicable (A) cause independent public accountants or others satisfactory to the Administrative Agent and the Required Managing Agents to furnish to the Administrative Agent and the Managing Agents reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables and/or a written report of agreed upon procedures conducted by such accountants or others with respect to the Pool Receivables, Credit and Collection Policy, Blocked Account activity and the Seller's performance of its obligations under this Agreement and the Receivables Sale Agreement on a scope and in a form reasonably requested by the Administrative Agent for such agreed upon procedures, and (B) during regular business hours permit the Administrative Agent and each Managing Agent or their respective agents or

representatives (x) to conduct periodic agreed upon procedures with respect to the Receivables, the Related Security and the related books and records and collections systems of the Seller or the Servicer, as the case may be, (y) to examine and make copies of and abstracts from all books, records and documents (including, without limitation, computer tapes and disks) in the possession or under the control of the Seller or the Servicer, as the case may be, relating to Receivables and the Related Security, including, without limitation, the Contracts, and (z) to visit the offices and properties of the Seller or the Servicer, as the case may be, for the purpose of examining such materials described in clause (y) above, and to discuss matters relating to Pool Receivables and the Related Security or the Seller's or the Servicer's performance under the Transaction Documents or under the Contracts with any of the officers or employees of the Seller or the Servicer, as the case may be, having knowledge of such matters. Notwithstanding the foregoing, so long as no Event of Termination has occurred and is continuing, (i) the Administrative Agent will not cause more than one (1) agreed upon procedures review pursuant to clause (A) above to be conducted in any calendar year, and (ii) the Administrative Agent and each Managing Agent will give the Seller three (3) Business Days' prior notice of any examination conducted pursuant to clause (B) above.

ARTICLE VI

ADMINISTRATION AND COLLECTION OF RECEIVABLES

Section 6.01. Designation of Servicer. The servicing, administration and collection of the Receivables shall be conducted by the Servicer so designated hereunder from time to time. Until the Administrative Agent gives notice to the Seller of the designation of a new Servicer, Columbia Gas of Pennsylvania is hereby designated as, and hereby agrees to perform the duties and obligations of, the Servicer pursuant to the terms hereof. Columbia Gas of Pennsylvania may not resign from the obligations and liabilities hereby imposed on it. The Administrative Agent at any time with the prior written consent of the Required Managing Agents, may designate as Servicer any Person (including itself) to succeed Columbia Gas of Pennsylvania or any successor Servicer, on such terms and conditions as the Administrative Agent and such successor Servicer shall agree, *provided*, that such successor Servicer shall administer the Receivables in accordance with the applicable rules and regulations of the Pennsylvania Public Utility Commission. The Servicer may, with the prior consent of the Administrative Agent and the Required Managing Agents, subcontract with any other Person for the servicing, administration or collection of the Receivables. Any such subcontract shall not affect the Servicer' s liability for performance of its duties and obligations pursuant to the terms hereof.

Section 6.02. Duties of Servicer. (a) The Servicer shall take or cause to be taken all such actions as may be necessary or advisable to collect each Receivable from time to time, all in accordance in all material respects with applicable laws, rules and regulations (including the applicable rules and regulations of the Pennsylvania Public Utility Commission), with reasonable care and diligence, and in accordance with the Credit and Collection Policy. The Seller, each Managing Agent, each Purchaser and the Administrative Agent hereby appoint the Servicer, from time to time designated pursuant to Section 6.01, as their agent to enforce their respective rights and interests in the Receivables, the Related Security and the related Contracts. In performing its duties as Servicer, the Servicer shall exercise the same care and apply the same policies as it would

exercise and apply if it owned such Receivables and shall act in such manner as it reasonably deems to be in the best interests of the Purchasers, the Managing Agents and the Administrative Agent. Following the occurrence and during the continuation of a Servicer Default the Administrative Agent (in consultation with the Managing Agents) shall have the sole right to direct the Servicer to commence or settle any legal action to enforce collection of any Receivable or any Related Security with respect thereto.

(b) The Servicer shall administer the Collections in accordance with Section 2.04. If so instructed in writing by the Administrative Agent following the occurrence of an Event of Termination, the Servicer shall transfer to the Administrative Agent (by wire transfer of funds to the account specified by the Administrative Agent) all Collections set aside or required to be set aside for the Administrative Agent or any Purchaser pursuant to Section 2.04 by the Business Day following the Servicer's receipt of such Collections.

(c) If no Servicer Default shall have occurred and be continuing, Columbia Gas of Pennsylvania, while it is the Servicer, may, in accordance with the Credit and Collection Policy, extend the maturity or adjust the Outstanding Balance of any Receivable as the Servicer deems appropriate to maximize Collections thereof, *provided* that the classification of any such Receivable as a Defaulted Receivable shall not be affected by any such extension. Following the occurrence and during the continuation of a Servicer Default, the Servicer may grant such extensions or adjustments only with the prior written consent of the Administrative Agent and the Required Managing Agents. In no event shall the Servicer be entitled to make any Purchaser, any Managing Agent or the Administrative Agent a party to any litigation involving the Transaction Documents or the Receivables without such Purchaser's, such Managing Agent's or the Administrative Agent's prior written consent.

(d) The Servicer shall hold in trust for the Seller, the Administrative Agent, each Managing Agent and each Purchaser, in accordance with their respective interests, all documents, instruments and records (including, without limitation, computer tapes or disks) which evidences or relates to Receivables. The Servicer shall mark the Seller's and the Originator's master data processing records evidencing the Receivables with a legend, reasonably acceptable to the Administrative Agent, evidencing that Receivable Interests therein have been sold. At the request of the Administrative Agent following a Servicer Default, the Servicer shall mark each invoice which evidence or relate to Receivables with a legend, reasonably acceptable to the Administrative Agent, evidencing that Receivable Interests therein have been sold and shall deliver to the Administrative Agent a copy (which may be in electronic form) of each invoice evidencing each Receivable.

(e) The Servicer shall, as soon as practicable following receipt and identification thereof, and in any event within two (2) Business Days, turn over to the Seller or such other Person as may be entitled thereto any cash collections or other cash proceeds received in any Blocked Account and not constituting Collections of Receivables, including, without limitation, any proceeds of accounts receivable generated under any Percent of Income Plan, Retail Services Payments, or prepayments made under any Balanced Payment Plan.

(f) The Servicer shall, from time to time at the request of the Administrative Agent following the occurrence and during the continuation of any Event of Termination, furnish to the Administrative Agent and the Managing Agents (promptly after any such request) a calculation of the amounts set aside for the Purchasers, the Managing Agents and the Administrative Agent pursuant to Section 2.04.

(g) On or prior to the third (3rd) Business Day prior to each Settlement Date and at such other times and covering such other periods (but no more frequently than weekly) as the Administrative Agent may request, the Servicer shall prepare and forward to the Administrative Agent and the Managing Agents a Monthly Report relating to the Receivables as of the close of business on the last day of the immediately preceding calendar month or such other period, as the case may be; *provided* that at any time when NiSource's Debt Ratings are (a) BB+ by S&P and Ba1 by Moody's, or (b) either (x) unrated or less than or equal to BB by S&P or (y) unrated or less than or equal to Ba2 by Moody's, the Servicer shall provide the Monthly Report relating to the Receivables to the Administrative Agent and the Managing Agents on a weekly basis.

(h) From and after the occurrence of an Event of Termination or at any time when NiSource's Debt Ratings are either withdrawn by either S&P or Moody's or below either (x) BB by S&P or (y) Ba2 by Moody's, the Servicer shall, from time to time at the request of the Administrative Agent or any Managing Agent, prepare and forward to the Administrative Agent and the Managing Agents a Daily Report on each Business Day relating to the Receivables as of the close of business of the immediately preceding Business Day.

Section 6.03. Certain Rights of the Administrative Agent. (a) The Administrative Agent is hereby authorized at any time to instruct the Obligors of Pool Receivables, or any of them, to make payment of all amounts payable under any Pool Receivable to any account designated by the Administrative Agent and the Seller or the Servicer shall, at the Administrative Agent's request, send notices to the Obligors of Pool Receivables, or any of them, instructing them to make payment in the manner requested by the Administrative Agent. At any time during the Liquidation Period or after a Lock-Box Event, the Administrative Agent may have each Blocked Account and Lock-Box transferred into the name of the Administrative Agent and/or assume exclusive control of the Blocked Accounts and Lock-Boxes, and may take such actions to effect such transfer or assumption as it may determine to be necessary or appropriate (including, without limitation, delivering the notices attached to the Blocked Account Agreements and engaging a third party to open the Lock-Boxes and process all items therein for deposit to the Blocked Accounts on each Business Day). Each of the Seller and the Servicer hereby irrevocably appoints the Administrative Agent as its attorney-in-fact coupled with an interest, with full power of substitution and with full authority in place of the Seller or the Servicer, following the occurrence and during the Liquidation Period or after a Lock-Box Event, to take any and all steps in the Seller's or the Servicer's name and on behalf of the Seller or the Servicer that are necessary or desirable, in the determination of the Administrative Agent, to effect the aforementioned transfer or assumption of the Lock-Boxes and Blocked Accounts and the employment of any such lock-box processor.

(b) At any time following the designation of a Servicer other than Columbia Gas of Pennsylvania:

(i) At the Administrative Agent's request and at the Seller's expense, the Servicer shall (and if the Servicer shall fail to do so, the Administrative Agent may) notify each Obligor of Receivables of the ownership of Receivable Interests under this Agreement and direct that payments be made directly to the Administrative Agent or its designee.

(ii) At the Administrative Agent's request and at the Seller's or the Servicer's expense, the Seller and the Servicer shall (A) assemble all of the documents, instruments and other records (including, without limitation, computer tapes and disks) that evidence or relate to the Receivables and the related Contracts and Related Security, or that are otherwise necessary or desirable to collect the Receivables, and shall make the same available to the Administrative Agent at a place selected by the Administrative Agent or its designee, and (B) segregate all cash, checks and other instruments received by it from time to time constituting Collections of Receivables in a manner acceptable to the Administrative Agent and, promptly upon receipt, remit all such cash, checks and instruments, duly indorsed or with duly executed instruments of transfer, to the Administrative Agent or its designee.

(c) Each of the Seller and the Servicer authorizes the Administrative Agent, and hereby irrevocably appoints the Administrative Agent as its attorney-in-fact coupled with an interest, with full power of substitution and with full authority in place of the Seller or the Servicer, following the occurrence and during the continuation of a Servicer Default, to take any and all steps in the Seller's or the Servicer's name and on behalf of the Seller or the Servicer that are necessary or desirable, in the determination of the Administrative Agent, to collect amounts due under the Receivables, including, without limitation, endorsing the Seller's, the Servicer's or the Originator's name on checks and other instruments representing Collections of Receivables and enforcing the Receivables and the Related Security and related Contracts.

(d) If replaced as Servicer, Columbia Gas of Pennsylvania agrees that it will (i) terminate, and (to the extent requested by the Administrative Agent) will cause each existing sub-servicer to terminate, its collection activities in a manner and to the extent requested by the Administrative Agent to facilitate the transition to a new Servicer and (ii) transfer to the Administrative Agent (or its designee), or (to the extent permitted by applicable law and contract) license to the Administrative Agent (or its designee) the use of, all software used in connection with the collection of the Receivables. (To the extent any such transfer or license would require the payment of any license fee or other amount the Servicer agrees to pay such fee or other amount out of its own funds promptly upon demand by the Administrative Agent.) The Servicer shall cooperate with and assist any successor Servicer in the performance of its responsibilities as Servicer (including, without limitation, providing access to, and transferring, to such successor Servicer all records related to the Receivables and allowing (to the extent permitted by applicable law and contract) the successor Servicer to use all licenses, hardware or software necessary or desirable to collect or obtain or store information regarding the Receivables).

(e) Following the occurrence of an Event of Termination, the Servicer shall, upon the request of the Administrative Agent acting (and if the Servicer fails to do so the Administrative Agent may itself) deliver a notice to all applicable Obligors, in form and substance satisfactory to the Administrative Agent, stating that (i) the Receivables have been sold to the Seller and

ownership interests in the Receivables have been sold to the Purchasers hereunder and (ii) effective immediately all payments on the Receivables must be made without any setoff. Such notice shall be delivered by the Servicer as soon as practicable and in any event within three (3) Business Days after such written request by the Administrative Agent. From and after the date the Administrative Agent requests the Servicer to deliver such notice, (i) the Servicer shall require all payments by Obligors to be made without any setoff, and shall make available to the Administrative Agent such information as may be required to determine whether such payments are being so made and (ii) Columbia Gas of Pennsylvania and the Seller shall, and shall cause each other Transaction Party to, pay, or cause to be paid, when due all amounts (including, without limitation, in respect of credit card charges) owing by any Transaction Party to any Obligor without any set off of such amounts against Receivables due from such Obligor.

Section 6.04. Rights and Remedies. (a) If the Servicer or the Seller fails to perform any of its obligations under this Agreement, the Administrative Agent may (but shall not be required to) itself perform, or cause performance of, such obligation; and the Administrative Agent's costs and expenses reasonably incurred in connection therewith shall be payable by the Servicer or the Seller, as applicable.

(b) The Seller and the Servicer shall perform their respective obligations under the Contracts related to the Receivables to the same extent as if Receivable Interests had not been sold and the exercise by the Administrative Agent on behalf of the Purchasers of their rights under this Agreement shall not release the Servicer or the Seller from any of their duties or obligations with respect to any Receivables or related Contracts. None of the Administrative Agent, any Managing Agent, any Conduit Purchaser or any Bank Purchaser shall have any obligation or liability with respect to any Receivables or related Contracts, nor shall any of them be obligated to perform the obligations of the Seller thereunder.

(c) In the event of any conflict between the provisions of Article VI of this Agreement and Article VI of the Sale Agreement, the provisions of this Agreement shall control.

(d) The Administrative Agent's rights and powers under this Article VI shall not subject the Administrative Agent to any liability if any action taken by it proves to be inadequate or invalid, nor shall such powers confer any obligation whatsoever upon the Administrative Agent.

Section 6.05. Covenants of the Servicer.

(a) *Change in Credit and Collection Policy.* The Servicer will not make any change in the Credit and Collection Policy except for any such change that would not (i) impair the collectibility of any Receivables or the ability of the Servicer to perform its obligations under this Agreement or (ii) otherwise be reasonably likely to have a Material Adverse Effect. In the event that the Servicer makes any material change to the Credit and Collection Policy, it shall, promptly following such change, provide the Administrative Agent and each Managing Agent with an updated Credit and Collection Policy and a summary of all material changes.

(b) *Other Covenants.* The Servicer shall perform and comply with all covenants required to be performed or observed by it pursuant to this Agreement and each other Transaction Document.

(c) *Perfection and Priority of Security Interests.* The Servicer shall, from time to time, at its expense, promptly deliver all instruments and documents and take all actions that may be necessary or desirable, or that the Administrative Agent or any Managing Agent may reasonably request, to perfect, protect or more fully evidence the Receivable Interests purchased under this Agreement and/or the first priority security interest granted pursuant to this Agreement. Without limiting the foregoing, the Servicer will, upon the request of the Administrative Agent or any Managing Agent, file such financing or continuation statements, or amendments thereto, and such other instruments and documents, that may be necessary or desirable, or that the Administrative Agent or any Managing Agent may reasonably request, to perfect, protect, evidence or maintain the priority of such Receivable Interests or security interest.

(d) *Anti-Corruption Laws and Sanctions.*

(i) Policies and procedures will be maintained and enforced by or on behalf of each of the Transaction Parties (other than the Seller) that are designed in good faith and in a commercially reasonable manner to promote and achieve compliance, in the reasonable judgment of such Transaction Party, by each such Transaction Party and each of its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, in each case giving due regard to the nature of such Person's business and activities.

(ii) The Transaction Parties shall ensure that their respective Subsidiaries and its or their respective directors, officers, employees and agents shall not use the proceeds of any purchase hereunder (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti- Corruption Laws, (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent doing so would violate any Sanctions, or (C) in any other manner that would result in liability to any party hereto under any applicable Sanctions or the violation of any Sanctions by any such Person.

Section 6.06. Indemnities by the Servicer. Without limiting any other rights that the Administrative Agent, each Managing Agent, each Conduit Purchaser, each Bank Purchaser, each Affected Person or any of their respective Affiliates, officers, directors, agents and employees (each, a "*Special Indemnified Party*") may have hereunder or under applicable law, and in consideration of its appointment as Servicer, Columbia Gas of Pennsylvania hereby agrees to indemnify each Special Indemnified Party from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) (all of the foregoing being collectively referred to as "*Special Indemnified Amounts*") arising out of or resulting from any of the following (excluding, however, (a) Special Indemnified Amounts resulting from gross negligence or willful misconduct on the part of such Special Indemnified Party, (b) recourse for uncollectible Receivables or delayed payment thereon due to creditworthiness of the Obligors and (c) any

income taxes or any other tax or fee measured by income incurred by such Special Indemnified Party arising out of or as a result of this Agreement or the ownership of Receivable Interests or in respect of any Receivable or any Contract):

(i) any representation or warranty or statement made or deemed made by the Servicer under or in connection with this Agreement, the Sale Agreement or any Monthly Report, Daily Report or other report delivered to any Special Indemnified Party which shall have been incorrect in any respect when made or deemed made;

(ii) the failure by the Servicer to comply with any applicable law, rule or regulation with respect to any Receivable or Contract;

(iii) the failure to have filed, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other applicable laws with respect to any Receivables, the Contracts and the Related Security and Collections in respect thereof, whether at the time of any purchase or reinvestment or at any subsequent time;

(iv) any failure of the Servicer to perform its duties or obligations in accordance with the provisions of this Agreement or any other Transaction Document;

(v) the commingling of Collections of Receivables at any time by the Servicer with other funds;

(vi) any action by the Servicer (other than an action required by the Transaction Documents) reducing or impairing the rights of the Administrative Agent, any Managing Agent, any Conduit Purchaser or any Bank Purchaser with respect to any Receivable or the value of any Receivable;

(vii) if Columbia Gas of Pennsylvania has been terminated by the Administrative Agent as the Servicer prior to the occurrence of a Servicer Default, any Servicer Fees or other costs and expenses payable to any replacement Servicer, to the extent in excess of the Servicer Fees payable to Columbia Gas of Pennsylvania in its capacity as Servicer hereunder;

(viii) any claim brought by any Person other than a Special Indemnified Party arising from any activity by the Servicer or its Affiliates in servicing, administering or collecting any Receivable; or

(ix) any change in the Credit and Collection Policy which impairs the collectibility of any Receivable or the ability of the Servicer to perform its obligations under this Agreement.

Notwithstanding anything to the contrary in this Agreement, solely for purposes of the Servicer's indemnification obligations in clauses (i) and (iv) of this Section 6.06, any

representation, warranty or covenant qualified by the occurrence or non-occurrence of a Material Adverse Effect or similar concepts of materiality shall be deemed to be not so qualified.

ARTICLE VII

EVENTS OF TERMINATION

Section 7.01. Events of Termination. If any of the following events (each an "*Event of Termination*") shall occur and be continuing:

(a) (i) The Servicer shall fail to perform or observe any term, covenant or agreement under this Agreement (other than as referred to in clause (ii) of this subsection (a)) and such failure shall remain unremedied for five (5) Business Days after the earlier of (x) the first date on which the Servicer receives written notice thereof from the Administrative Agent or any Managing Agent or (y) the first date the Servicer has actual knowledge thereof, or (ii) any Transaction Party shall fail to make when due any payment or deposit to be made by it under this Agreement or any other Transaction Document; or

(b) Any representation or warranty made or deemed made by any Transaction Party (or any of their respective officers) under or in connection with this Agreement or any other Transaction Document or any certificate, report or other statement delivered by any Transaction Party pursuant to this Agreement or any other Transaction Document shall prove to have been incorrect or untrue in any material respect when made or deemed made or delivered; or

(c) (i) The Seller shall fail to perform or observe any term, covenant or agreement contained in Section 5.01(a), 5.01(h) or 6.03(a), or (ii) the Seller shall fail to perform or observe any other term, covenant or agreement contained in this Agreement or any other Transaction Document on its part to be performed or observed and such failure shall remain unremedied for five (5) Business Days after the earlier of (x) the first date on which the Seller receives written notice thereof from the Administrative Agent or any Managing Agent or (y) the first date the Seller has actual knowledge thereof; or

(d) (i) Any Transaction Party shall default beyond any applicable period of grace in any payment of principal or interest on any indebtedness for any borrowed money for which such Transaction Party is liable in a principal amount then outstanding of $50,000,000 (or in the case of the Seller, $10,000) or more or (ii) any other event of default (other than a failure to pay principal or interest) shall occur under any mortgage, indenture, agreement or instrument under which there may be issued, or by which there may be secured or evidenced, any indebtedness for any borrowed money for which any Transaction Party is liable in a principal amount then outstanding of $50,000,000 (or in the case of the Seller, $10,000) and either (A) the occurrence of such event shall result in such indebtedness becoming or being declared due and payable prior to the date on which it could otherwise become due and payable or (B) the occurrence of such event shall permit

the holders of such indebtedness to declare such indebtedness to be due and payable prior to the date on which it would otherwise become due and payable; or

(e) Any purchase or any reinvestment pursuant to this Agreement shall for any reason cease to create, or any Receivable Interest shall for any reason cease to be, a valid and perfected first priority undivided percentage ownership or security interest to the extent of the pertinent Receivable Interest in each Pool Receivable and the Related Security and Collections with respect thereto; or the security interest created pursuant to Section 2.11 shall for any reason cease to be a valid and perfected first priority security interest in the collateral referred to in that Section; or

(f) Any Transaction Party 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 Transaction Party seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of forty-five (45) days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or any Transaction Party shall take any corporate or other action to authorize any of the actions set forth above in this subsection (f); or

(g) As of the last day of any calendar month, the Three-Month Default Ratio shall exceed 6.75%; or

(h) As of the last day of any calendar month, the Three-Month Dilution Ratio shall exceed 3.50%; or

(i) (x) As of the last day of any of the calendar months of December through May, the Three-Month Loss-to-Liquidation Ratio shall exceed 4.00% or (y) as of the last day of any of the calendar months of June through November, the Three-Month Loss-to-Liquidation Ratio shall exceed 10.50%; or

(j) The sum of the Receivable Interests shall exceed 100% except to the extent that Collections set aside and held for the benefit of the Purchasers pursuant to Section 2.04(b)(iii) would cause the sum of the Receivable Interests to be less than or equal to 100% if such funds were applied to the reduction of Capital; or

(k) There shall have occurred or shall exist any event or condition which has had or will have a Material Adverse Effect; or

(l) An "Event of Termination" shall occur under the Sale Agreement, or the Sale Agreement or the Performance Guaranty shall cease to be in full force and effect or any Transaction Party shall so state in writing; or

(m) Columbia Gas of Pennsylvania shall cease to own, directly or indirectly, all of the outstanding capital stock of the Seller, free and clear of any Adverse Claim (other than Permitted Liens) or a NiSource Change of Control shall occur; or

(n) The Internal Revenue Service shall file notice of a lien pursuant to Section 6323 of the IRC with regard to any of the assets of the Seller or the Originator and such lien shall not have been released within five (5) Business Days, or the Pension Benefit Guaranty Corporation shall, or shall indicate its intention to, file notice of a lien pursuant to Section 4068 of ERISA with regard to any of the assets of the Seller, the Originator or any Subsidiaries of the Originator; or

(o) One or more judgments, orders or decrees shall be entered against any Transaction Party involving in the aggregate a liability (not satisfied or fully covered by insurance) of $50,000,000 (or $10,000 in the case of the Seller) or more and either (i) all such judgments, orders or decrees shall not have been vacated, dismissed, discharged or otherwise satisfied, bonded or stayed within thirty (30) days from the entry thereof or (ii) with respect to any such judgments, orders or decrees for which enforcement has been stayed, there shall be any period of thirty (30) consecutive days during which a stay of enforcement of all such judgments, orders or decrees, by reason of a pending appeal or otherwise, shall not be in effect;

then, and in any such event, the Administrative Agent may, in its discretion, and shall (at the written direction of the Required Managing Agents) declare the Termination Date to have occurred (in which case the Termination Date shall be deemed to have occurred); *provided* that, automatically upon the occurrence of any event (without any requirement for the giving of notice) described in paragraph (f) of this Section 7.01, the Termination Date shall occur and Columbia Gas of Pennsylvania (if it is then serving as the Servicer) shall cease to be the Servicer, and the Administrative Agent or its designee shall become the Servicer. Upon any such declaration or designation or upon such automatic termination, each Managing Agent, each Conduit Purchaser, each Bank Purchaser and the Administrative Agent shall have, in addition to the rights and remedies which they may have under this Agreement, all other rights and remedies provided after default under the UCC and under other applicable law, which rights and remedies shall be cumulative.

ARTICLE VIII

THE ADMINISTRATIVE AGENT AND THE MANAGING AGENTS

Section 8.01. Authorization and Action. Each Purchaser hereby designates and appoints (i) Scotia to act as its agent hereunder and under each other Transaction Document, and (ii) the Managing Agent in its Purchaser Group to act as its agent hereunder and under each other Transaction Document, and authorizes the Administrative Agent and such Purchaser's Managing

Agent, as the case may be, to take such actions as agent on its behalf and to exercise such powers as are delegated to the Administrative Agent or such Managing Agent by the terms of this Agreement and the other Transaction Documents together with such powers as are reasonably incidental thereto. Neither the Administrative Agent nor the Managing Agents shall have any duties or responsibilities, except those expressly set forth herein or in any other Transaction Document, or any fiduciary relationship with any Purchaser, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on the part of the Administrative Agent or the Managing Agents shall be read into this Agreement or any other Transaction Document or otherwise exist for the Administrative Agent or the Managing Agents. In performing its functions and duties hereunder and under the other Transaction Documents, (i) the Administrative Agent shall act solely as agent for the Purchasers, (ii) each Managing Agent shall act solely as agent for the Conduit Purchasers and Bank Purchasers in its Purchaser Group, and (iii) neither the Administrative Agent nor any Managing Agent shall be deemed to have assumed any obligation or relationship of trust or agency with or for any Transaction Party or any of such Transaction Party's successors or assigns. Neither the Administrative Agent nor any Managing Agent shall be required to take any action that exposes the Administrative Agent or such Managing Agent to personal liability or that is contrary to this Agreement, any other Transaction Document or applicable law. The appointment and authority of the Administrative Agent and the Managing Agents hereunder shall terminate upon the indefeasible payment in full of all Seller Obligations. Each Purchaser hereby authorizes the Administrative Agent to file each of the Uniform Commercial Code financing statements and to execute the Blocked Account Agreements on behalf of such Purchaser (the terms of which shall be binding on such Purchaser).

Section 8.02. Delegation of Duties. The Administrative Agent and the Managing Agents may execute any of their respective duties under this Agreement and each other Transaction Document by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither the Administrative Agent nor any Managing Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Section 8.03. Exculpatory Provisions. None of the Administrative Agent, the Managing Agents or any of their respective directors, officers, agents or employees shall be (i) liable for any action lawfully taken or omitted to be taken by it or them under or in connection with this Agreement or any other Transaction Document (except for its, their or such Person's own gross negligence or willful misconduct), or (ii) responsible in any manner to any of the Purchasers for any recitals, statements, representations or warranties made by any Transaction Party contained in this Agreement, any other Transaction Document or any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement, or any other Transaction Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, or any other Transaction Document or any other document furnished in connection herewith or therewith, or for any failure of any Transaction Party to perform its obligations hereunder or thereunder, or for the satisfaction of any condition specified in Article III, or for the perfection, priority, condition, value or sufficiency of any collateral pledged in connection herewith. Neither the Administrative Agent nor any Managing Agent shall be under any obligation to any Purchaser to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this

Agreement or any other Transaction Document, or to inspect the properties, books or records of the Transaction Parties. Neither the Administrative Agent nor any Managing Agent shall be deemed to have knowledge of any Event of Termination or Incipient Event of Termination unless the Administrative Agent or such Managing Agent, as applicable, has received notice from Seller or a Purchaser. No Managing Agent shall have any responsibility hereunder to any Purchaser other than the Purchasers in its Purchaser Group.

Section 8.04. Reliance by Administrative Agent and the Managing Agents. (a) The Administrative Agent shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to Seller), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent shall in all cases be fully justified in failing or refusing to take any action under this Agreement or any other Transaction Document unless it shall first receive such advice or concurrence of the Managing Agents, the Required Managing Agents or all of the Purchasers, as applicable, as it deems appropriate and it shall first be indemnified to its satisfaction by the Purchasers, *provided* that unless and until the Administrative Agent shall have received such advice, the Administrative Agent may take or refrain from taking any action, as the Administrative Agent shall deem advisable and in the best interests of the Purchasers. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, in accordance with a request of the Managing Agents or the Required Managing Agents or all of the Purchasers, as applicable, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Purchasers.

(b) Each Managing Agent shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to Seller), independent accountants and other experts selected by such Managing Agent. Each Managing Agent shall in all cases be fully justified in failing or refusing to take any action under this Agreement or any other Transaction Document unless it shall first receive such advice or concurrence of the Purchasers in its related Purchaser Group as it deems appropriate and it shall first be indemnified to its satisfaction by the Purchasers in its Purchaser Group, *provided* that unless and until such Managing Agent shall have received such advice, such Managing Agent may take or refrain from taking any action, as such Managing Agent shall deem advisable and in the best interests of the Purchasers in its related Purchaser Group. Each Managing Agent shall in all cases be fully protected in acting, or in refraining from acting, in accordance with a request of the Purchasers in its related Purchaser Group, and such request and any action taken or failure to act pursuant thereto shall be binding upon all such Purchasers.

Section 8.05. Non-Reliance on Administrative Agent and Other Purchasers. Each Purchaser expressly acknowledges that none of the Administrative Agent, the Managing Agents or any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates has made any representations or warranties to it and that no act by the Administrative Agent or any Managing Agent hereafter taken, including, without limitation, any review of the affairs of any Transaction Party, shall be deemed to constitute any representation or warranty by the

Administrative Agent or such Managing Agent. Each Purchaser represents and warrants to the Administrative Agent and the Managing Agents that it has made and will continue to make, independently and without reliance upon the Administrative Agent, any Managing Agent or any other Purchaser and based on such documents and information as it has deemed appropriate, its own appraisal of and investigation into the business, operations, property, prospects, financial and other conditions and creditworthiness of each Transaction Party and the Receivables and made its own decision to enter into this Agreement, the other Transaction Documents and all other documents related hereto or thereto.

Section 8.06. Reimbursement and Indemnification. The Bank Purchasers agree to reimburse and indemnify the Administrative Agent, and the Bank Purchasers in each Purchaser Group agree to reimburse the Managing Agent for such Purchaser Group, and their respective officers, directors, employees, representatives and agents ratably according to their (a) Percentages (in the case of any reimbursement and indemnity obligations owing to its Managing Agent) or (b) Commitments (in the case of any reimbursement and indemnity obligations owing to the Administrative Agent), to the extent not paid or reimbursed by the Transaction Parties (i) for any amounts for which the Administrative Agent, in its capacity as Administrative Agent, or any Managing Agent, acting in its capacity as a Managing Agent, is entitled to reimbursement by the Transaction Parties hereunder and (ii) for any other expenses incurred by the Administrative Agent, in its capacity as Administrative Agent, or any Managing Agent, acting in its capacity as a Managing Agent, and acting on behalf of its related Purchasers, in connection with the administration and enforcement of this Agreement and the other Transaction Documents.

Section 8.07. Administrative Agent and the Managing Agents in their Individual Capacities. The Administrative Agent, each Managing Agent and each of their respective Affiliates may make loans to, accept deposits from and generally engage in any kind of business with Seller or any Affiliate of Seller as though it were not the Administrative Agent or a Managing Agent hereunder. With respect to the acquisition of Receivable Interests pursuant to this Agreement, the Administrative Agent and each Managing Agent shall have the same rights and powers under this Agreement in its individual capacity as any Purchaser and may exercise the same as though it were not the Administrative Agent or a Managing Agent, and the terms "Managing Agent" and "Managing Agents" shall include the Administrative Agent in its individual capacity and the terms "Bank Purchaser," "Purchaser," "Bank Purchasers" and "Purchasers" shall include the Administrative Agent and each Managing Agent in its individual capacity.

Section 8.08. Successor Administrative Agent. The Administrative Agent may, upon five (5) days' notice to Seller and the Purchasers resign as Administrative Agent. If the Administrative Agent shall resign, then the Required Managing Agents during such five-day period shall appoint from among the Managing Agents a successor Administrative Agent. If for any reason no successor Administrative Agent is appointed by the Required Managing Agents during such five-day period, then effective upon the termination of such five day period, the Managing Agents shall perform all of the duties of the Administrative Agent hereunder and under the other Transaction Documents and Seller and the Servicer (as applicable) shall make all payments in respect of the Seller Obligations directly to the applicable Managing Agents and for all purposes shall deal directly with the Managing Agents. After the effectiveness of any retiring

Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Transaction Documents and the provisions of this Article VIII and Article IX shall continue in effect for its benefit with respect to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and under the other Transaction Documents.

Section 8.09. Successor Managing Agent. A Managing Agent may, upon five (5) days' notice to Seller, the Administrative Agent and the Purchasers in its Purchaser Group resign as Managing Agent. If a Managing Agent shall resign, then the Bank Purchasers in such Managing Agent's Purchaser Group shall appoint a successor managing agent during such five-day period. If for any reason no successor Managing Agent is appointed by such Bank Purchasers during such five-day period, then effective upon the termination of such five-day period, the Bank Purchasers in such Managing Agent's Purchaser Group shall perform all of the duties of the resigning Managing Agent hereunder and under the other Transaction Documents and Seller and the Servicer (as applicable) shall make all payments in respect of the Seller Obligations directly to the applicable Purchasers and for all purposes shall deal directly with such Purchasers. After the effectiveness of any retiring Managing Agent's resignation hereunder, the retiring Managing Agent shall be discharged from its duties and obligations hereunder and under the other Transaction Documents and the provisions of this Article VIII and Article IX shall continue in effect for its benefit with respect to any actions taken or omitted to be taken by it while it was a Managing Agent under this Agreement and under the other Transaction Documents.

ARTICLE IX

INDEMNIFICATION

*Section 9.01. Indemnities by the S*eller. Without limiting any other rights that the Administrative Agent, each Managing Agent, each Conduit Purchaser, each Bank Purchaser, each Affected Person or any of their respective Affiliates, officers, directors, agents and employees (each, an *"Indemnified Party"*) may have hereunder or under applicable law, the Seller hereby agrees to indemnify each Indemnified Party from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) (all of the foregoing being collectively referred to as *"Indemnified Amounts"*) arising out of or resulting from this Agreement or any other Transaction Document or the use of proceeds of purchases or reinvestments or the ownership of Receivable Interests or in respect of any Receivable or any Contract, excluding, however, (a) Indemnified Amounts resulting from gross negligence or willful misconduct on the part of such Indemnified Party, (b) recourse for uncollectible Receivables or delayed payment thereon due to creditworthiness of the Obligors and (c) any income taxes or any other tax or fee measured by income incurred by such Indemnified Party arising out of or as a result of this Agreement or the ownership of Receivable Interests or in respect of any Receivable or any Contract. Without limiting or being limited by the foregoing, the Seller shall pay on demand to each Indemnified Party any and all amounts necessary to indemnify such Indemnified Party from and against any and all Indemnified Amounts relating to or resulting from any of the following:

(i) the failure of any Receivable represented by the Seller or the Servicer to be an Eligible Receivable hereunder to be an "Eligible Receivable" at the time of such representation;

(ii) any representation, warranty or statement made or deemed made by any Transaction Party (or any of their respective officers) under or in connection with this Agreement or any of the other Transaction Documents which shall have been incorrect in any respect when made;

(iii) the failure by any Transaction Party to comply with any applicable law, rule or regulation with respect to any Receivable or the related Contract; or the failure of any Receivable or the related Contract to conform to any such applicable law, rule or regulation;

(iv) the failure to vest (a) in the Purchasers a first priority perfected undivided percentage ownership interest, to the extent of each Receivable Interest, in the Receivables and the Related Security and Collections in respect thereof, or (b) in the Administrative Agent a first priority perfected security interest in all of the property described in Section 2.11, in each case free and clear of any Adverse Claim;

(v) the failure to have filed, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other applicable laws with respect to any Receivables and the Related Security and Collections in respect thereof, whether at the time of any purchase or reinvestment or at any subsequent time;

(vi) any dispute, claim or defense (other than discharge in bankruptcy) of an Obligor to the payment of any Receivable (including, without limitation, a defense based on such Receivable or the related Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from the sale of the merchandise, goods or services related to such Receivable or the furnishing or failure to furnish such merchandise, goods or services or relating to collection activities with respect to such Receivable;

(vii) any failure of any Transaction Party to perform its duties or obligations in accordance with the provisions hereof and each other Transaction Document or to perform its duties or obligations under the Contracts or to timely and fully comply in all respects with the applicable Originator's Credit and Collection Policy in regard to each Receivable and the related Contract;

(viii) any products liability, environmental or other claim arising out of or in connection with merchandise, goods or services which are the subject of any Contract or any credit card issued by the Originator or any Contract related thereto;

(ix) the commingling of Collections of Receivables at any time with other funds;

(x) any investigation, litigation or proceeding (actual or threatened) related to this Agreement or any other Transaction Document or the use of proceeds of purchases or reinvestments or the ownership of Receivable Interests or in respect of any Receivable or Related Security or Contract;

(xi) any failure of any Transaction Party to comply with its covenants contained in this Agreement or any other Transaction Document;

(xii) any setoff with respect to any Receivable;

(xiii) any claim brought by any Person other than an Indemnified Party arising from any activity by the Seller or any Affiliate of the Seller in servicing, administering or collecting any Receivable; or

(xiv) the failure by any Transaction Party to pay when due any taxes, including, without limitation, sales, excise or personal property taxes.

Notwithstanding anything to the contrary in this Agreement, solely for purposes of the Seller's indemnification obligations in this Article IX, any representation, warranty or covenant qualified by the occurrence or non-occurrence of a Material Adverse Effect or similar concepts of materiality shall be deemed to be not so qualified.

ARTICLE X

MISCELLANEOUS

Section 10.01. No Waiver; Amendments, Etc. No failure on the part of any Managing Agent, any Conduit Purchaser, any Bank Purchaser or the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. No amendment or waiver of any provision of this Agreement or consent to any departure by any Transaction Party therefrom shall be effective unless in a writing signed by the Administrative Agent and the Required Managing Agents (and, in the case of any amendment, also signed by the Seller), and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided, however,* that no amendment, waiver or consent shall, unless in writing and signed by the Servicer in addition to the Administrative Agent and the Required Managing Agents, affect the rights or duties of the Servicer under this Agreement; *provided, further,* that no amendment, waiver or consent shall, unless in writing and signed by each Managing Agent in addition to the Administrative Agent:

(a) change (directly or indirectly) the definitions of Eligible Receivable, Lock-Box Event, Default Ratio, Defaulted Receivable, Dilution Reserve Percentage, Loss-to-Liquidation Ratio, Net Receivables Pool Balance, Loss Reserve Percentage, Yield Reserve Percentage or Total Reserves contained in this Agreement, or increase the then existing Concentration Limit for any Obligor or change the calculation of Receivable Interest as set forth in such definition;

(b) reduce the amount of Capital or Yield that is payable on account of any Receivable Interest or delay any scheduled date for payment thereof;

(c) reduce fees (including, without limitation, the Facility Fees and Commitment Fees) payable by the Seller to any Managing Agent, any Conduit Purchaser or any Bank Purchaser or delay the dates on which such fees are payable;

(d) extend the Scheduled Commitment Termination Date (except as set forth in Section 11.02);

(e) change or waive any Event of Termination;

(f) change or waive any of the provisions of Section 2.04(c);

(g) waive the representations and warranties set forth on Annex F and referred to in Section 4.01(t);

(h) consent to any waiver of the representations and warranties set forth on Annex A to the Sale Agreement; or

(i) release any material portion of the property with respect to which a security or ownership interest has been granted hereunder to the Administrative Agent or the Purchasers;

and *provided, further,* that no amendment, waiver or consent shall increase the Commitment of any Bank Purchaser unless in writing and signed by such Bank Purchaser.

Section 10.02. Notices, Etc. All notices and other communications hereunder shall, unless otherwise stated herein, be in writing (which shall include facsimile communication) and faxed or delivered, to each party hereto, at its address set forth under its name on the signature pages hereof or at such other address as shall be designated by such party in a written notice to the other parties hereto. Notices and communications by facsimile shall be effective when sent (and shall be followed by hard copy sent by regular mail), and notices and communications sent by other means shall be effective when received.

Section 10.03. **[Reserved.]**

Section 10.04. Costs and Expenses. In addition to the rights of indemnification granted under Section 9.01 hereof, the Seller agrees to pay on demand all reasonable costs and expenses in connection with the preparation, execution, delivery and administration (including periodic auditing and the other activities contemplated in Section 5.02, subject to the limitations described therein) of this Agreement, any Liquidity Asset Purchase Agreement and the Transaction Documents, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent, each Managing Agent, each Conduit Purchaser, each Bank Purchaser and their respective Affiliates with respect thereto and with respect to advising the Administrative Agent, such Managing Agent, such Conduit Purchaser, such Bank Purchaser and

their respective Affiliates as to their rights and remedies under this Agreement. In addition, the Seller agrees to pay on demand all costs and expenses (including reasonable counsel fees and expenses), of the Administrative Agent, each Managing Agent, each Conduit Purchaser, each Bank Purchaser and their respective Affiliates, incurred in connection with the enforcement of this Agreement and the Transaction Documents.

Section 10.05. No Proceedings. Each of the Seller, the Administrative Agent, each Managing Agent, each Bank Purchaser, the Servicer, each assignee of a Receivable Interest or any interest therein and each Person which enters into a commitment to purchase Receivable Interests or interests therein hereby agrees that it will not institute against any Conduit Purchaser any proceeding of the type referred to in Section 7.01(f) so long as any commercial paper, promissory notes or other senior indebtedness issued by such Conduit Purchaser shall be outstanding or there shall not have elapsed one year plus one day since the last day on which any such commercial paper, promissory notes or other senior indebtedness shall have been outstanding.

Section 10.06. Confidentiality. (a) The Seller and the Servicer each agrees to maintain the confidentiality of the Transaction Documents in communications with third parties and otherwise; *provided* that the Transaction Documents may be disclosed (i) to the legal counsel and auditors of the Seller and the Servicer if they agree to hold it confidential, and (ii) to the extent required by applicable law or regulation or by any court, regulatory body or agency having jurisdiction over such party.

(b) Each Purchaser, each Managing Agent and the Administrative Agent agrees to maintain the confidentiality of all proprietary information with respect to the Seller, the Servicer or the Receivables furnished or delivered to it pursuant to this Agreement; *provided,* that such information may be disclosed (i) to such party's legal counsel and auditors if they agree to hold such information confidential, (ii) to such party's assignees and participants and potential assignees and participants and their respective counsel if they agree to hold it confidential, (iii) to the rating agencies and the providers of credit enhancement or liquidity for any Conduit Purchaser, and (iv) to the extent required by applicable law or regulation or by any court, regulatory body or agency having jurisdiction over such party; and *provided, further,* that such party shall have no obligation of confidentiality in respect of any information which may be generally available to the public or becomes available to the public through no fault of such party.

Section 10.07. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES) EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE INTERESTS OF THE ADMINISTRATIVE AGENT, THE MANAGING AGENTS, THE CONDUIT PURCHASERS AND THE BANK PURCHASERS IN THE RECEIVABLES AND ANY OTHER COLLATERAL DESCRIBED IN SECTION 2.11 ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

Section 10.08. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 10.09. Integration; Binding Effect; Survival of Termination. This Agreement and the other Transaction Documents executed by the parties hereto on the date hereof contain the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns (including any trustee in bankruptcy). Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms and shall remain in full force and effect until the later of (i) the Termination Date and (ii) the date on which no Capital of or Yield on any Receivable Interest shall be outstanding and all Fees and other Seller Obligations are paid in full; *provided, however,* that rights and remedies with respect to any breach of any representation and warranty made by the Seller pursuant to Article IV, (including, without limitation, those representations and warranties set forth on Annex F) and the provisions of Sections 2.08, 2.09, 6.06, 9.01, 10.04, 10.05 and 10.06 shall survive any termination of this Agreement.

Section 10.10. Consent to Jurisdiction. (a) Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of any New York State or Federal court sitting in New York City in any action or proceeding arising out of or relating to this Agreement, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. The parties hereto hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the Seller and the Servicer consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in Section 10.02. Nothing in this Section 10.10 shall affect the right of any Managing Agent, any Conduit Purchaser, any Bank Purchaser or the Administrative Agent to serve legal process in any other manner permitted by law.

Section 10.11. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.

Section 10.12. Limitation of Liability. No claim may be made by any Transaction Party or any other Person against any Managing Agent, any Purchaser, the Administrative Agent or their respective Affiliates, directors, officers, employees, attorneys or agents (each a *"Purchaser Party"*) for any special, indirect, consequential or punitive damages in respect of any claim for

breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Transaction Document, or any act, omission or event occurring in connection herewith or therewith, except with respect to any claim arising out of the willful misconduct or gross negligence of such Purchaser Party; and each of the Seller and the Servicer hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 10.13. Intent of the Parties. (a) It is the intention of the parties hereto that each purchase of Receivable Interests shall convey to the applicable Purchasers, to the extent of such Receivable Interests, an undivided interest in the Receivables and the Related Security and Collections in respect thereof and that such transaction shall constitute a purchase and sale and not a secured loan for all purposes other than for United States federal, state and local income tax purposes. If, notwithstanding such intention, the conveyance of the Receivable Interests from the Seller shall ever be recharacterized as a secured loan and not a sale, it is the intention of the parties hereto that this Agreement shall constitute a security agreement under applicable law, and that the Seller shall be deemed to have granted to the Administrative Agent for the benefit of the Purchasers a duly perfected first priority security interest in all of the Seller's right, title and interest in, to and under the Receivables and Related Security and Collections in respect thereof, free and clear of Adverse Claims other than Permitted Liens.

(b) The Seller has structured the Transaction Documents with the intention that the Receivable Interests and the obligations of the Seller hereunder will be treated under United States federal, and applicable state, local and foreign tax law as debt (the *"Intended Tax Treatment"*). The Seller, Columbia Gas of Pennsylvania, the Administrative Agent, each Managing Agent, each Conduit Purchaser and each Bank Purchaser agree to file no tax return, or take any action, inconsistent with the Intended Tax Treatment. Each assignee and each participant acquiring an interest in a Receivable Interest, by its acceptance of such assignment or participation, agrees to comply with the immediately preceding sentence.

Section 10.14. Release upon Termination. On the date following the Termination Date on which all outstanding Capital and Yield is reduced to zero and all other Seller Obligations are paid in full, the Administrative Agent shall, at the expense of the Seller, promptly deliver any document or agreement reasonably requested by the Seller to evidence the termination of the interests of the Administrative Agent and the Purchasers in the Receivables, Related Security, the Blocked Accounts and the Lock-Boxes (including, without limitation, UCC-3 termination statement and notices terminating the Blocked Account Agreements).

Section 10.15. Limited Recourse. Notwithstanding anything to the contrary contained herein, the obligations of each Conduit Purchaser under this Agreement are solely the obligations of such Conduit Purchaser and shall be payable at such time as funds are received by or are available to such Conduit Purchaser in excess of funds necessary to pay in full all outstanding commercial paper issued by it and, to the extent funds are not available to pay such obligations, the claims relating thereto shall not constitute a claim against such Conduit Purchaser but shall continue to accrue. Each party hereto agrees that the payment of any claim (as defined in Section 101 of Title 11, United States Code (Bankruptcy)) of any such party shall be subordinated to the payment in full of all commercial paper of each Conduit Purchaser. No recourse under any

obligation, covenant or agreement of any Conduit Purchaser contained in this Agreement shall be had against any member, manager, officer, director, employee or agent of any Conduit Purchaser, any Bank Purchaser, any Managing Agent, the Administrative Agent or any of their Affiliates (solely by virtue of such capacity) by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly understood and agreed that this Agreement is solely an obligation of the Administrative Agent, the Managing Agents, the Conduit Purchasers and the Bank Purchasers, respectively, individually, and that no personal liability whatever shall attach to or be incurred by any incorporator, stockholder, officer, director, member, employee or agent of any Managing Agent, any Conduit Purchaser, any Bank Purchaser, the Administrative Agent or any of their Affiliates (solely by virtue of such capacity) under or by reason of any of the obligations, covenants or agreements of the Administrative Agent, any Managing Agent, any Conduit Purchaser or any Bank Purchaser contained in this Agreement, or implied therefrom, and that any and all personal liability for breaches by the Administrative Agent, any Managing Agent, any Conduit Purchaser or any Bank Purchaser of any of such obligations, covenants or agreements, either at common law or at equity, or by statute, rule or regulation, of every such member, manager, officer, director, employee or agent is hereby expressly waived as a condition of and in consideration for the execution of this Agreement; *provided* that the foregoing shall not relieve any such Person from any liability it might otherwise have as a result of fraudulent actions taken or omissions made by them.

Section 10.16. USA PATRIOT Act. Each party hereto that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the *"Act"*) hereby notifies the Seller and the Servicer that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Seller and the Servicer, which information includes the name and address of each of the Seller and the Servicer and other information that will allow such Person to identify the Seller and the Servicer in accordance with the Act.

ARTICLE XI

ASSIGNMENTS; PARTICIPATIONS; RENEWAL

Section 11.01. Assignability. (a) *Assignment by Conduit Purchasers.* This Agreement and any Conduit Purchaser's rights and obligations hereunder (including ownership of each Receivable Interest) shall be assignable by such Conduit Purchaser and its successors and permitted assigns to any Eligible Assignee. The Managing Agent of such Conduit Purchaser shall notify the Administrative Agent and the Seller of any such assignment of a Receivable Interest or any interest therein. Each Conduit Purchaser may, in connection with an assignment or participation of a Receivable Interest or any interest therein, disclose to the assignee or participant any information relating to the Transaction Parties, including the Receivables, furnished to such assignor by or on behalf of any Transaction Party or by the Administrative Agent; *provided* that, prior to any such disclosure, the assignee or participant agrees to preserve the confidentiality of any confidential information relating to the Transaction Parties received by it from any of the foregoing entities in a manner consistent with Section 10.07(b). Notwithstanding any provision hereof to the contrary, any Conduit Purchaser may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Conduit Purchaser to a collateral

agent or a security trustee in connection with the funding by such Conduit Purchaser; *provided* that no such pledge or assignment shall release such Conduit Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for such Conduit Purchaser as a party hereto.

(b) *Assignment by Bank Purchasers.* Each Bank Purchaser may assign all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and any Receivable Interests or interests therein owned by it) to (x) without the consent of the Seller, any Eligible Assignee or (y) with the consent of the Seller, any other Person (such consent not to be unreasonably withheld or delayed); *provided, however* that

(i) each such assignment shall be of a constant, and not a varying, percentage of all rights and obligations under this Agreement,

(ii) the amount being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than the lesser of (x) $10,000,000 and (y) all of such Bank Purchaser's Commitment,

(iii) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register (as defined below), an Assignment and Acceptance, together with a processing and recordation fee of $3,500, and

(iv) concurrently with such assignment, it shall assign to such Eligible Assignee or such other Person an equal percentage of its rights and obligations under the Liquidity Asset Purchase Agreement to which such assignor Bank Purchaser is a party.

Upon such execution, delivery, acceptance and recording from and after the effective date specified in such Assignment and Acceptance, (x) the assignee thereunder shall be a party to this Agreement and, to the extent that rights and obligations under this Agreement have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Bank Purchaser thereunder and (y) the assigning Bank Purchaser shall, to the extent that rights and obligations have been assigned by it pursuant to such Assignment and Acceptance, relinquish such rights and be released from such obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Bank Purchaser's rights and obligations under this Agreement, such Bank Purchaser shall cease to be a party hereto). In addition, each Bank Purchaser or any of its Affiliates may assign any of its rights (including, without limitation, rights to payment of Capital and Yield) under this Agreement to any Federal Reserve Bank without notice to or consent of any Transaction Party, any Conduit Purchaser, any Managing Agent or the Administrative Agent.

(c) *Register.* The Administrative Agent shall maintain at its address referred to on the signature page of this Agreement (or such other address of the Administrative Agent notified by the Administrative Agent to the other parties hereto) a copy of each Assignment and Acceptance delivered to it and accepted by it and a register for the recordation of the names and addresses of each Managing Agent, each Conduit Purchaser and each Bank Purchaser, the Commitment of the

Bank Purchasers and the aggregate outstanding Capital of the Receivable Interest or interests therein owned by each of the Conduit Purchasers and the Bank Purchasers from time to time (the *"Register"*). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Seller, the Servicer, the Administrative Agent, the Managing Agents, the Conduit Purchasers and the Bank Purchasers may treat each Person whose name is recorded in the Register as a Managing Agent, Conduit Purchaser or Bank Purchaser, as the case may be, as such under this Agreement for all purposes of this Agreement. The Register shall be available for inspection by the Seller, the Managing Agents, the Conduit Purchasers and the Bank Purchasers at any reasonable time and from time to time upon reasonable prior notice.

(d) *Procedure.* Upon its receipt of an Assignment and Acceptance executed by an assigning Bank Purchaser, the Managing Agent of such Bank Purchaser and an Eligible Assignee or other Person, the Administrative Agent shall, if such Assignment and Acceptance has been duly completed, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Seller.

(e) *Participations.* Each Bank Purchaser may sell participations to one or more Eligible Assignees in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and the interests in the Receivable Interests owned by it); *provided, however,* that

(i) such Bank Purchaser's obligations under this Agreement (including, without limitation, its Commitment to the Seller hereunder) shall remain unchanged,

(ii) such Bank Purchaser shall remain solely responsible to the other parties to this Agreement for the performance of such obligations, and

(iii) concurrently with the sale of such participation, the selling Bank Purchaser shall sell to such bank or other entity a participation in an equal percentage of its rights and obligations under the Liquidity Asset Purchase Agreement to which such Bank Purchaser is a party.

The Administrative Agent, the Seller, the Managing Agents, the Conduit Purchasers and the Servicer shall have the right to continue to deal solely and directly with such Bank Purchaser in connection with such Bank Purchaser's rights and obligations under this Agreement.

(f) *Assignments by Administrative Agent.* This Agreement and the rights and obligations of the Administrative Agent herein shall be assignable by the Administrative Agent and its successors and assigns with the prior written consent of the Required Managing Agents; *provided* that in the case of an assignment to a Person that is not an Affiliate of the Administrative Agent, so long as no Event of Termination has occurred and is continuing, such assignment shall require the Seller's consent (not to be unreasonably withheld or delayed).

(g) *No Assignment by Seller or Servicer.* Neither the Seller nor the Servicer may assign any of its rights or obligations hereunder or any interest herein without the prior written consent of the Administrative Agent and each Required Managing Agent.

Section 11.02. Extension of Scheduled Commitment Termination Date. Seller may advise the Managing Agents in writing of its desire to extend the Scheduled Commitment Termination Date for an additional 364 days, *provided* such request is made not more than sixty (60) days prior to, and not less than forty-five (45) days prior to, the then current Scheduled Commitment Termination Date. Each Managing Agent, upon being so advised by Seller, shall promptly notify each Bank Purchaser in its related Purchaser Group of any such request and each such Bank Purchaser shall notify its related Managing Agent, Seller and the Administrative Agent of its decision to accept or decline the request for such extension no later than thirty (30) days after receipt of such request (it being understood that each Bank Purchaser may accept or decline such request in its sole discretion and on such terms as it may elect, and the failure to so notify its related Managing Agent, Seller and the Administrative Agent shall be deemed an election not to extend by such Bank Purchaser). In the event that any Bank Purchaser declines the request to extend the Scheduled Commitment Termination Date (each such Bank Purchaser being referred to herein as a "*Non-Renewing Bank Purchaser*"), and the Commitment of such Non-Renewing Bank Purchaser is not assigned to another Person in accordance with the terms of this Article XI prior to the then current Scheduled Commitment Termination Date, the then current Scheduled Commitment Termination Date shall not be extended.

Section 11.03. Additional Purchaser Groups. Upon Seller's request with approval of the Administrative Agent and each Managing Agent, an additional Purchaser Group may be added to this Agreement at any time by the execution and delivery of a Joinder Agreement by the members of such proposed additional Purchaser Group, Seller, the Servicer, the Administrative Agent and each Managing Agent, and execution and delivery of a reaffirmation of the Performance Guaranty, which execution and delivery shall not be unreasonably refused by such parties. Upon the effective date of such Joinder Agreement, (i) each Person specified therein as a "Conduit Purchaser" shall become a party hereto as a Conduit Purchaser, entitled to the rights and subject to the obligations of a Conduit Purchaser hereunder, (ii) each Person specified therein as a "Bank Purchaser" shall become a party hereto as a Bank Purchaser, entitled to the rights and subject to the obligations of a Bank Purchaser hereunder, (iii) each Person specified therein as a "Managing Agent" shall become a party hereto as a Managing Agent, entitled to the rights and subject to the obligations of a Managing Agent hereunder and (iv) the Program Limit shall be increased by an amount equal to the aggregate Commitments of the Bank Purchasers party to such Joinder Agreement.

Section 11.04. Amendment and Restatement. This Agreement shall become effective on the date hereof and shall supersede all provisions of the Original Agreement. All outstanding obligations under the Original Agreement on the date hereof (and which have not been repaid on the date hereof) shall continue to remain outstanding under this Agreement. From and after the date hereof, all references to the Original Agreement, any Transaction Document or in any other instrument or document shall, without more, be deemed to refer to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

SELLER:

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By:_____
Name: _____
Title: _____

290 W. Nationwide Blvd.
Columbus, Ohio 43215
Attention: Assistant Treasurer
Facsimile: (219) 647-6116

SERVICER:

COLUMBIA GAS OF PENNSYLVANIA, INC.

By:_____
Name: _____
Title: _____

290 W. Nationwide Blvd.
Columbus, Ohio 43215
Attention: Assistant Treasurer
Facsimile: (219) 647-6116

MANAGING AGENT:

THE BANK OF NOVA SCOTIA

By:_____
Name: Sandy Dewar
Title: Director

The Bank of Nova Scotia
40 King Street West
Toronto, Ontario, M5W 2X6
Attention: Sandy Dewar
Email: sandy.dewar@scotiabank.com

With a copy to:

250 Vesey Street
New York, New York 10281
Attention: Darren Ward
Telephone: (212) 225-5264
Email: darren.ward@scotiabank.com

CONDUIT PURCHASER:

LIBERTY STREET FUNDING LLC

By:_____
Name: _____
Title: _____

c/o Global Securitization Services, LLC
68 South Melville Road, Suite 120
Melville, New York 11747
Attention: Jill Russo
Telephone: (212) 295-2742
Fax: (212) 302-8767
Email: jrusso@gssnyc.com

Wire Instructions:

The Bank of Nova Scotia – New York Agency
ABA No.: 026002532
Acct. No.: 1016733
Account Name: Liberty Street Funding LLC
For Further Credit: BNS HOUSTON – NOSCUS4H (Liberty Street Funding LLC – acct 1016733)

ADMINISTRATIVE AGENT:

THE BANK OF NOVA SCOTIA

By:_____
Name: Sandy Dewar
Title: Director

The Bank of Nova Scotia
40 King Street West
Toronto, Ontario, M5W 2X6
Attention: Sandy Dewar
Email: sandy.dewar@scotiabank.com

With a copy to:

250 Vesey Street
New York, New York 10281
Attention: Darren Ward
Telephone: (212) 225-5264
Email: darren.ward@scotiabank.com

REAFFIRMATION, ACKNOWLEDGEMENT, AND CONSENT OF PROVIDER

The undersigned, NiSource Inc. heretofore executed and delivered to the Administrative Agent a Performance Undertaking dated March 15, 2010. The undersigned hereby consents to the Amended and Restated Receivables Purchase Agreement as set forth above and confirms that its Performance Undertaking, and all obligations of the undersigned thereunder, remains in full force and effect. The undersigned further agrees that the consent of the undersigned to any amendments to the Amended and Restated Receivables Purchase Agreement shall not be required as a result of this consent having been obtained. The undersigned acknowledges that the Administrative Agent is relying on the assurances provided herein in entering into the Amended and Restated Receivables Purchase Agreement set forth above.

NISOURCE INC.

By:_____
Name: _____
Title: _____

SCHEDULE I

COMMITMENTS; PURCHASER GROUPS

At any time during the period from February 19 to March 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$90,000,000	$90,000,000
		TOTAL	$90,000,000	$90,000,000

At any time during the period from March 19 to April 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$75,000,000	$75,000,000
		TOTAL	$75,000,000	$75,000,000

At any time during the period from April 19 to May 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$50,000,000	$50,000,000
		TOTAL	$50,000,000	$50,000,000

At any time during the period from May 19 to June 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$30,000,000	$30,000,000
		TOTAL	$30,000,000	$30,000,000

At any time during the period from June 19 to October 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$20,000,000	$20,000,000
		TOTAL	$20,000,000	$20,000,000

At any time during the period from October 19 to November 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$35,000,000	$35,000,000
		TOTAL	$35,000,000	$35,000,000

At any time during the period from November 19 to December 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$55,000,000	$55,000,000
		TOTAL	$55,000,000	$55,000,000

At any time during the period from December 19 to January 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$85,000,000	$85,000,000
		TOTAL	$85,000,000	$85,000,000

At any time during the period from January 19 to February 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT

Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$95,000,000	$95,000,000
		TOTAL	$95,000,000	$95,000,000

SCHEDULE II

LOCK BOXES AND BLOCKED ACCOUNTS

BANK	DEPOSIT ACCOUNT AND RELATED LOCK-BOX
U.S. Bank National Association	Account: 13010616229 Lock-Box: 742537 Address: P.O. Box 742537, Cincinnati, Ohio 45274-2537
JP Morgan Chase Bank, N.A.	4352476
PNC Bank, National Association	1010935277

ANNEX A

FORM OF ASSIGNMENT AND ACCEPTANCE

(attached)

FORM OF ASSIGNMENT AND ACCEPTANCE

Dated **[_____]**

Reference is made to the Amended and Restated Receivables Purchase Agreement, dated as of March 6, 2019, by and among Columbia Gas of Pennsylvania Receivables Corporation, as the Seller, the entities from time to time party hereto as Conduit Purchasers, the entities from time to time party hereto as Bank Purchasers, the entities from time to time party hereto as Managing Agents (each a *"Managing Agent"* and collectively, the *"Managing Agents"*), The Bank of Nova Scotia (*"Scotia"*), as Administrative Agent, and Columbia Gas of Pennsylvania, Inc., a Pennsylvania corporation, as Servicer, as the same may be amended, supplemented or otherwise modified from time to time (the *"Agreement"*). Terms defined in the Agreement are used herein with the same meaning.

[Assigning Purchaser] (the *"Assignor"*) and **[Eligible Assignee]** (the *"Assignee"*), hereby agree as follows:

SECTION 1. PURCHASE AND SALE OF INTEREST.

The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, an interest in and to all of the Assignor's rights and obligations under the Agreement as of the date hereof (including, without limitation, its Commitment and all Receivables Interests owned by it) equal to the percentage (the *"Percentage"*) interest specified on the signature page hereto. After giving effect to such sale and assignment, the Assignee's Commitment will be as set forth in Section 2 of the signature page hereto. **[As consideration for the sale and assignment contemplated in this Section 1, the Assignee shall pay to the Assignor on the Effective Date (as hereinafter defined) in immediately available funds an amount equal to $_____]**, representing the purchase price payable by the Assignee for the Receivables Interests sold and assigned to the Assignee under this Section 1.*

SECTION 2. REPRESENTATIONS AND DISCLAIMERS OF ASSIGNOR.

The Assignor:

A. represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim;

B. makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Transaction Document or any other instrument or document furnished pursuant thereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any

* Include bracketed text if Assignor holds a portion of the Receivables Interests on the Effective Date.

Transaction Document or any other instrument or document furnished pursuant thereto; and

C. makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Transaction Party or the performance or observance by any Transaction Party of any of its respective obligations under the Transaction Documents or any other instrument or document furnished pursuant thereto.

SECTION 3. REPRESENTATIONS AND AGREEMENTS OF ASSIGNEE.

The Assignee:

A. confirms that it has received a copy of the Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01(j) of the Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance;

B. agrees that it will, independently and without reliance upon the Administrative Agent, any Managing Agent, the Assignor or any other Purchaser and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Agreement;

C. (x) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Agreement and the other Transaction Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto and (y) appoints and authorizes **[_____]** to take such action as agent on its behalf and to exercise such powers under the Agreement and the other Transaction Documents as are delegated to a Managing Agent by the terms thereof, together with such powers as are reasonably incidental thereto;

D. agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Agreement and this Assignment and Acceptance are required to be performed by it as a **[Bank][Conduit]** Purchaser;

E. specifies as its address for notices the office set forth beneath its name on the signature pages hereof;

F. represents that this Assignment and Acceptance has been duly authorized, executed and delivered by the Assignee pursuant to its corporate powers and constitutes the legal, valid and binding obligation of the Assignee; and

G. if the Assignee is organized under the laws of a jurisdiction outside the United States, (i) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the

Assignee under the Agreement or such other documents as are necessary to indicate that all such payments are subject to such taxes at a rate reduced by an applicable tax treaty and (ii) agrees to provide the Administrative Agent (to the extent permitted by applicable law) with similar forms for each subsequent tax year of the Assignee in which payments are to be made to the Assignee under the Agreement.

SECTION 4. EFFECTIVENESS OF ASSIGNMENT.

Following the execution of this Assignment and Acceptance by the Assignor and the Assignee, it will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The effective date of this Assignment and Acceptance shall be the date of acceptance thereof by the Administrative Agent, unless otherwise specified in Section 3 of the signature page hereto (the *"Effective Date"*).

SECTION 5. RIGHTS OF THE ASSIGNEE.

Upon such acceptance and recording by the Administrative Agent, as of the Effective Date, (i) the Assignee shall be a party to the Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a **[Bank][Conduit]** Purchaser thereunder and hereunder, (ii) the Assignee shall be a member of the Purchaser Group of which **[_____]** is the Managing Agent and (iii) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Agreement.

SECTION 6. PAYMENTS.

Upon such acceptance and recording by the Administrative Agent, from and after the Effective Date, the Administrative Agent, the Seller or the Servicer, as the case may be, shall make all payments under the Agreement in respect of the interest assigned hereby (including, without limitation, all payments of fees with respect thereto) to the Assignee in accordance with the Agreement. The Assignor and Assignee shall make all appropriate adjustments in payments under the Agreement for periods prior to the Effective Date directly between themselves.

SECTION 7. GOVERNING LAW.

THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by their respective officers thereunto duly authorized, as of the date first above written.

Dated as of _____

Section 1.
Percentage: _____%

Section 2.
Assignee's Commitment as of the Effective Date: $_____

Capital of Receivables Interests held by Assignee as of the Effective Date: $_____

Section 3.
Effective Date:** _____, 20

[NAME OF ASSIGNOR]

By:_____
Name: _____
Title: _____

[NAME OF ASSIGNEE]

By:_____
Name: _____
Title: _____

Address for Notices:

[Insert]

** This date should be no earlier than the date of acceptance by the Administrative Agent.

Accepted this _____ day of _____,
20___

THE BANK OF NOVA SCOTIA, as Administrative Agent

By:_____
Name: _____
Title: _____

Acknowledged and Agreed to by:

[Consented to this _____ day
of _____, 20__

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By:_____
Name: _____
Title: _____

ANNEX B

FORM OF BLOCKED ACCOUNT AGREEMENT

Executed Versions to be Attached

ANNEX C

FORMS OF CONTRACTS

(attached)

ANNEX D

CREDIT AND COLLECTION POLICY

(attached)

ANNEX E-1

FORM OF MONTHLY REPORT

(attached)

ANNEX E-2

FORM OF DAILY REPORT

(attached)

ANNEX F

ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE SELLER

1. This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in the Receivables, the Related Security and Collections with respect thereto and the Blocked Accounts and Lock-Boxes in favor of the Administrative Agent, for the benefit of the Indemnified Parties, which security interest is prior to all other Adverse Claims other than Permitted Liens, and is enforceable as such against the creditors of and purchasers from the Seller.

2. The Receivables constitute "accounts" within the meaning of the applicable UCC.

3. The Seller owns and has good title to the Receivables, the Related Security and Collections with respect thereto and the Blocked Accounts and Lock-Boxes, free and clear of any Adverse Claim, claim or encumbrance of any Person other than Permitted Liens.

4. The Seller has caused or will have caused, within ten (10) days, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Receivables, the Related Security and Collections with respect thereto (except with respect to Choice Marketer Receivables which are not Eligible Receivables, solely with respect to filings perfecting the transfer of such Receivables from the related Choice Marketer to the Originator) and the Blocked Accounts and Lock-Boxes granted to the Administrative Agent, for the benefit of the Indemnified Parties, hereunder.

5. Other than the security interest granted to the Administrative Agent, for the benefit of the Indemnified Parties, pursuant to this Agreement, the Seller has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Receivables, the Related Security and Collections with respect thereto or the Blocked Accounts or Lock-Boxes. The Seller has not authorized the filing of and is not aware of any financing statements against the Seller that include a description of collateral covering the Receivables, the Related Security and Collections with respect thereto or the Blocked Accounts or Lock-Boxes other than any financing statement relating to the security interest granted to the Administrative Agent, for the benefit of the Purchasers, hereunder or that has been terminated. The Seller is not aware of any judgment or tax lien filings against the Seller.

ANNEX G

FORM OF PURCHASE NOTICE

[Date]

The Bank of Nova Scotia, as Administrative Agent and a Managing Agent
250 Vesey Street
New York, New York 10281
Attention: _____
Facsimile: _____

[MANAGING AGENT]

Re: Purchase Notice

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Receivables Purchase Agreement, dated as of March 6, 2019, by and among Columbia Gas of Pennsylvania Receivables Corporation, a Delaware corporation (the "*Seller*"), Columbia Gas of Pennsylvania, Inc., as Servicer, the Bank Purchasers, Conduit Purchasers and Managing Agents party thereto and The Bank of Nova Scotia, as Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time (the "*Receivables Purchase Agreement*"). Capitalized terms used herein shall have the meanings assigned to such terms in the Receivables Purchase Agreement.

Each of you is hereby notified of the following purchase of Receivables Interest:

Purchase Price: $_____

Date of Purchase _____

[Yield]:* **[Adjusted Eurodollar Rate][Base Rate]**

_____

* If Assignee Rate is to apply

The amount of the purchase price to be funded by each Purchaser Group is as follows:

Scotia Purchaser Group: $_____

[PURCHASER GROUP]: $_____

Please wire-transfer the proceeds of the purchase price in immediately available funds to the Seller's Account.

Please advise **[Name]** at telephone no. _____ if the Conduit Purchaser in your Purchaser Group will not be making this purchase.

In connection with the purchase to be made on the above listed "Date of Purchase" (the *"Purchase Date"*), the Seller hereby certifies that the following statements are true on the date hereof, and will be true on the Purchase Date (before and after giving effect to the proposed purchase):

(i) the representations and warranties contained in Sections 4.01 and 4.02 of the Receivables Purchase Agreement are correct on and as of the Purchase Date as though made on and as of such date;

(ii) no event has occurred and is continuing, or would result from the proposed purchase, that constitutes an Event of Termination, an Involuntary Bankruptcy Event or an Incipient Event of Termination; and

(iii) the Originator shall has sold or contributed to the Seller, pursuant to the Sale Agreement, all Receivables that arose on or prior to the Purchase Date.

Very truly yours,

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By:_____
Name: _____
Title: _____

ANNEX H

FORM OF JOINDER AGREEMENT

(attached)

FORM OF JOINDER AGREEMENT

Reference is made to the Amended and Restated Receivables Purchase Agreement, dated as of March 6, 2019, by and among Columbia Gas of Pennsylvania Receivables Corporation (the *"Seller"*), Columbia Gas of Pennsylvania, Inc., as Servicer, the Bank Purchasers and Conduit Purchasers from time to time party thereto, the Managing Agents from time to time party thereto and The Bank of Nova Scotia, as Administrative Agent for the Purchasers as the same may be amended, restated, supplemented or otherwise modified from time to time (the *"Agreement"*). To the extent not defined herein, capitalized terms used herein have the meanings assigned to such terms in the Agreement.

_____ (the *"New Managing Agent"*), _____ (the *"New Conduit Purchaser**[s]**"*), _____ (the *"New Bank Purchaser**[s]**"*; and together with the New Managing Agent and New Conduit Purchaser**[s]**, the *"New Purchaser Group"*), the Seller, the Servicer and the Administrative Agent agree as follows:

1. Pursuant to Section 11.03 of the Agreement, the Seller has requested that the New Purchaser Group agree to become a "Purchaser Group" under the Agreement.

2. The effective date (the *"Effective Date"*) of this Joinder Agreement shall be the later of (i) the date on which a fully executed copy of this Joinder Agreement is delivered to the Administrative Agent and (ii) the date of this Joinder Agreement.

3. By executing and delivering this Joinder Agreement, each of the New Managing Agent, the New Conduit Purchaser**[s]** and the New Bank Purchaser**[s]** confirms to and agrees with each other party to the Agreement that (i) it has received a copy of the Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder Agreement; (ii) it will, independently and without reliance upon the Administrative Agent, the other Managing Agents, the other Purchasers or any of their respective Affiliates, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Agreement or any Transaction Document; (iii) it appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Agreement, the Transaction Documents and any other instrument or document pursuant thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto and to enforce its respective rights and interests in and under the Agreement, the Transaction Documents, the Receivables, the Related Security and the Collections; (iv) it will perform all of the obligations which by the terms of the Agreement and the Transaction Documents are required to be performed by it as a Managing Agent, a Conduit Purchaser or a Bank Purchaser, as applicable; (v) its address for notices shall be the office set forth beneath its signature to this Joinder Agreement; and (vi) it is duly authorized to enter into this Joinder Agreement.

4. On the Effective Date of this Joinder Agreement, each of the New Managing Agent, the New Conduit Purchaser**[s]** and the New Bank Purchaser**[s]** shall join in and be

a party to the Agreement and, to the extent provided in this Joinder Agreement, shall have the rights and obligations of a Managing Agent, a Conduit Purchaser or a Bank Purchaser, as applicable, under the Agreement.

5. This Joinder Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written, such execution being made on Schedule I hereto.

[Remainder of page left intentionally blank]

SCHEDULE I

TO

JOINDER AGREEMENT

DATED _____ __, 20__

SECTION 1.

The "Commitment**[s]**" with respect to the New Bank Purchaser**[s] [is][are]**:

[New Bank Purchaser] $_____

SECTION 2.

The "Pro Rata Share" with respect to the New Conduit Purchaser and its Purchaser Group is **[____%]**.

NEW CONDUIT PURCHASER**[S]**: **[NEW CONDUIT PURCHASER[S]]**

By:_____
Name: _____
Title: _____

Address for notices:

[Address]

NEW BANK PURCHASER**[S]**: **[NEW BANK PURCHASER[S]]**

By:_____
Name: _____
Title: _____

Address for notices:

[Address]

NEW MANAGING AGENT: **[NEW MANAGING AGENT]**

By:_____
Name: _____
Title: _____

Address for notices:

[Address]

Consented to this __ day of _____, 20__ by:

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, as Seller

By:_____
Name: _____
Title: _____

COLUMBIA GAS OF PENNSYLVANIA, INC.,
as Servicer

By:_____
Name: _____
Title: _____

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By:_____
Name: _____
Title: _____

[_____],
as Managing Agent

By:_____
Name: _____
Title: _____

ANNEX I-1

FORM OF CHOICE MARKETER PURCHASE AGREEMENT

(attached)

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This Agreement made this ____ day of _____, 20__ (*"Agreement"*), by and between _____ located at _____ (*"NGS"*), and Columbia Gas of Pennsylvania, Inc. (*"Company"* or *"CPA"*), 290 W. Nationwide Blvd., Columbus, OH 43215.

WHEREAS, the Company has instituted a service regulated by the Pennsylvania Public Utility Commission (*"Commission"*) in which it offers gas distribution service to residential and small commercial customers of the Company (*"Choice Service"*);

WHEREAS, the Choice Service contemplates that the Company's customers will secure their gas supplies competitively, through a natural gas supplier (*"NGS"*) that has been licensed to supply natural gas in Pennsylvania and is eligible to provide service on the Company's system, and that the Company's customers will continue to use the Company to distribute the gas supplies;

WHEREAS, the Choice Service provides that the Company, at its option, may purchase the accounts receivable from participating NGSs who desire the Company to make such purchases;

WHEREAS, the NGS is participating in the Choice Service, and the NGS desires to have the Company purchase its accounts receivable and the Company has agreed to purchase the NGS's accounts receivable;

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, the NGS and the Company agree to the following terms and conditions:

SECTION 1. DEFINITIONS.

(a) The term *"Customer"* as used herein shall mean the Company's customers who are both participating in the Company's Choice Service and who are being provided natural gas by the NGS. Under no circumstances shall the term "Customer" include the Company's customers who are not participating in the Choice Service or who are not being provided natural gas by the NGS.

(b) The term *"Accounts Receivable"* as used herein shall mean the uncollected amounts that are justly due and owing from Customers in payment for the natural gas sold to the Customer by the NGS. This term does not include any applicable Pennsylvania sales tax or late payment fees charged to the Customer and added to the Customer's bill.

(c) The term *"NGS Agreement"* as used herein shall mean any and all agreements between the NGS and the Company and/or all applicable tariffs of the Company as approved by the Commission, which govern the relationship between the NGS and the Company. The NGS Agreement is hereby incorporated by reference and made part of this Agreement.

(d) The term *"Customer Base"* as used herein shall mean the entire group of Customers for which the NGS is providing natural gas.

SECTION 2. PURCHASES.

Under this Agreement, the Company agrees to purchase from the NGS, and the NGS Agrees to sell to the Company, the NGS's Accounts Receivable in accordance with the following requirements:

(a) The Company shall make purchases beginning in the calendar month December, 2003 and shall make purchases each month thereafter through the remainder of the Initial Term of this Agreement (as defined in paragraph 3 below) and any subsequent renewal term. The purchase made in any particular month shall consist of the Customer indebtedness incurred during the most recently completed billing cycle for each particular Customer. For illustration purposes only, if a Customer's billing cycle is the fifteenth (15) day of Month One to the fifteenth (15) day of Month Two, in Month Two, the Company shall purchase that Customer's Accounts Receivable that is billed in Month Two.

(b) Irrespective of paragraph (a) above, in no case shall the Company purchase the Accounts Receivable for Customer indebtedness incurred prior to October 25, 2001. The Company shall make each monthly purchase as a lump sum consisting of the Accounts Receivable for all of the accounts in the NGS's Customer Base, and the Company shall not make purchases of less than all of the Accounts Receivable held by the NGS for that particular month. Under no circumstance shall the Company purchase the Accounts Receivable for any customer or customers who did not participate in the Choice Service for the month being purchased.

SECTION 3. TERM.

The initial term of this Agreement shall commence upon execution of this Agreement and shall continue until July 1, 2005 (the "*Initial Term*"). After the expiration of the Initial Term, this Agreement shall continue and renew on a year to year basis unless either party provides the other with written notice of its desire to cancel this Agreement at least thirty (30) days prior to expiration of the Initial Term or any renewal term thereafter.

SECTION 4. PRICE.

The Company shall purchase the NGS's Accounts Receivable at a five percent (5%) discount of the total amount billed by the NGS to its total Customer Base for providing natural gas supplies to the Customer Base for that month. The Company shall calculate the amount due the NGS by first adding together all of the bills for natural gas sold to Customers in the NGS's Customer Base, and then multiplying that total amount by ninety-five percent (95%). This calculation methodology shall be effective for all Accounts Receivable purchases made during the entire Initial Term and any renewal term of this Agreement.

SECTION 5. PAYMENT.

Beginning with Accounts Receivable purchased in December, 2003, and continuing on a monthly basis for the Initial Term and any renewal term of this Agreement, the Company shall

make payment to the NGS for the Accounts Receivable being purchased within thirty (30) days after the last unit billed in any billing cycle. Said monthly payment shall be made to the NGS by the Company regardless of whether any particular Customer or Customers in the NGS's Customer Base pays their bill(s). Any monthly payment, other than payments associated with an an adjustment to an account, which is not made by the Company within 60 days shall be subject to a late payment charge of 1.25% per month applied to any unpaid amount.

SECTION 6. SALES TAX RESPONSIBILITY.

The NGS, and not the Company, is fully responsible for all Pennsylvania sales tax deficiencies and audits regarding the NGS's sale of the natural gas commodity to the Customer. The Company acknowledges that it is providing a service to the NGS in those situations where the Company collects the sales tax and remits the sales tax over to Pennsylvania. The NGS also acknowledges that it is responsible for collecting and maintaining Pennsylvania sales tax exemption certificates from the Customers and informing the Company as to which Customers are not required to pay the sales tax. The Company is fully responsible for all Pennsylvania sales tax deficiencies and audits regarding the Company's charges related to the distribution of the natural gas commodity to the Customer.

SECTION 7. LATE PAYMENT FEES.

The Company shall be entitled to collect and retain from the Customers any and all late payment fees specified in the NGS's agreements with the Customer. NGS agrees to include late payment fee language in all natural gas commodity supply agreements with Customers initiated or renewed during the term of this Agreement. The late payment fee shall be equal to at least 1.25% of any unpaid natural gas commodity balance outstanding at the next billing date.

SECTION 8. ADJUSTMENTS.

The Company reserves the right to adjust the NGS's account with regard to Accounts Receivable purchases for up to two (2) years after the original billing date for any individual Customer's bill at issue for accounting errors or any other necessary adjustment.

SECTION 9. RIGHT OF SET-OFF.

The Company and the NGS agree that if the NGS owes the Company any fees, costs or penalties whatsoever, the Company shall have the right of set-off as against those fees, cost or penalties due and owing to the Company. In calculating the payment due the NGS under this Agreement, said fees, costs or penalties shall be deducted from the amount to be paid to the NGS after the five (5%) percent discount is applied to total amount billed by the NGS to its total Customer Base for providing natural gas supplies to the Customer Base for that month.

SECTION 10. BINDING AGREEMENT.

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

SECTION 11. ASSIGNMENT.

This Agreement may be assigned only with the prior written consent of Company, which consent shall not be unreasonably withheld.

SECTION 12. NOTICE AND PAYMENTS.

If requested by the NGS in writing, all payments to the NGS under this Agreement shall be made by wire transfer pursuant to the wire instructions provided by the NGS to the Company. All notices to the NGS and the Company which are provided for in this Agreement shall be duly delivered to the post office address as follows:

_____	(NGS' legal name)
_____	(Address)
_____	(City, State, Zip)
Attn:_____	(Contract Name)
_____	(Telephone number)
_____	(Fax number)
_____	(e-mail address)

Columbia Gas of Pennsylvania, Inc.
290 W. Nationwide Blvd.
Columbus, OH 43215
Attn: **[Heather Bauer**
614-460-5554
614-460-4291
hbauer@nisource.com]

SECTION 13. GOVERNING LAW.

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania (without regard to the conflict of law principles of such Commonwealth), including all matters of construction, validity and performance.

SECTION 14. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, with all such counterparts together constituting one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of _____, 20__.

COLUMBIA GAS OF PENNSYLVANIA, INC.

By:_____
_____
Its: _____

Address:
290 W. Nationwide Blvd.
Columbus, OH 43215

[_____]

By:_____
Its: _____

Address:
_____
_____

ANNEX I-2

FORM OF CHOICE MARKETER SECURITY AGREEMENT

(attached)

ACKNOWLEDGEMENT AND SECURITY AGREEMENT

WHEREAS, Columbia Gas of Pennsylvania, Inc. (the *"Company"*) and **[_____]** (*"Supplier"*) are parties to an Accounts Receivable Purchase Agreement dated **[_____]** pursuant to which certain of Supplier's accounts receivable are sold by Supplier to the Company;

WHEREAS, the parties wish to perfect the Company's interest in such transfer.

NOW, THEREFORE, in consideration of the agreements set forth in the Accounts Receivable Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Notwithstanding any statement in the Accounts Receivable Purchase Agreement, the parties acknowledge and agree that title to a Receivable shall pass to the Company upon delivery of gas to the obligor under such Receivable. The Company shall pay for such Receivable in accordance with the terms of the Accounts Receivable Purchase Agreement. The Company and Supplier have structured the Accounts Receivable Purchase Agreement with the intention that each purchase of Receivables thereunder be treated as a sale of such Receivables by Supplier to the Company. In the event that, contrary to the mutual intent of the Company and Supplier, any purchase of Receivables under the Accounts Receivable Purchase Agreement is not characterized as a sale, Supplier shall, effective as of the date hereof, be deemed to have granted (and the Supplier hereby does grant) to the Company a first priority security interest in all of Supplier's right, title and interest in and to all Receivables, whether now owned and existing or hereafter acquired or arising (but not including any Receivable that arises after the expiration or termination of the Company's obligation to purchase and pay for Receivables under the Accounts Receivable Purchase Agreement), all Related Security and Collections with respect thereto and, to the extent not included in the foregoing, all proceeds of any and all of the foregoing. Supplier acknowledges and agrees that the security interest granted herein attaches at the time of delivery of gas to the obligor of a Receivable. In the event the Accounts Receivable Purchase Agreement expires or is terminated pursuant to its terms without being replaced by a successor agreement, the Company agrees to promptly amend any financing statement on file in a matter reasonably satisfactory to Supplier. Although it is not the intent of this document to interfere with or otherwise compromise the confidential nature of any information possessed by Supplier, Supplier also hereby agrees to provide access at reasonable times and in a reasonable manner to all books, records and other information (including, without limitation data contained in computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Receivables and only to the extent necessary in the event Company possesses no other reasonably comparable information and therefore needs such access to collect such Receivables.

As used in this Acknowledgement and Security Agreement, capitalized terms shall have the following meanings:

"Collections" means, with respect to any Receivable, all cash collections and other cash proceeds of such Receivable, including, without limitation, all cash proceeds of Related Security with respect to such Receivable.

"Receivable" means the indebtedness and other obligations of any obligor to pay for natural gas provided by Supplier under the Company's Choice Service and delivered on the Company's distribution system, whether billed or unbilled, including the right to payment of any interest or finance charges, late payment charges, delinquency charges, extension or collection fees and all other obligations of such obligor with respect thereto.

"Related Security" means with respect to any Receivable:

(i) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, together with all financing statements authorized by an obligor describing any collateral securing such Receivable;

(ii) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable; and

(iii) all of Supplier's right, title and interest, if any, in and to all invoices that evidence, secure or otherwise relate to such Receivable.

IN WITNESS WHEREOF, the parties have executed this Acknowledgement and Security Agreement this ____ day of _____, 2010.

COLUMBIA GAS OF PENNSYLVANIA, INC.

By:_____
Name: _____
Title: _____

[_____]

By:_____
Name: _____
Title: _____

ANNEX I-3

FORM OF REVISED CHOICE MARKETER PURCHASE AGREEMENT

(attached)

COLUMBIA GAS OF PENNSYLVANIA, INC.

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This Agreement made this ____ day of _____, 20__ (*"Agreement"*), by and between _____ located at _____ (*"Supplier"*), and Columbia Gas of Pennsylvania, Inc. (*"Company"*), 290 W. Nationwide Blvd., Columbus, OH 43215.

WHEREAS, the Company has instituted a service regulated by the Pennsylvania Public Utility Commission (*"Commission"*) in which it offers gas distribution service to residential and small commercial customers of the Company (*"Choice Service"*);

WHEREAS, the Choice Service contemplates that the Company's customers will secure their gas supplies competitively, through a natural gas supplier that has been licensed to supply natural gas in Pennsylvania and is eligible to provide service on the Company's system, and that the Company's customers will continue to use the Company to distribute the gas supplies;

WHEREAS, the Choice Service provides that the Company, at its option, may purchase the accounts receivable from participating Suppliers who desire the Company to make such purchases;

WHEREAS, the Supplier is participating in the Choice Service, and the Supplier desires to have the Company purchase its accounts receivable and the Company has agreed to purchase the Supplier's accounts receivable;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Supplier and the Company agree to the following terms and conditions:

SECTION 1. DEFINITIONS.

The following capitalized terms will have the following meanings when used in this Agreement:

(a) *"Accounts Receivable"* means the indebtedness and other obligations of any Customer to pay for natural gas provided by Supplier under the Company's Choice Service and delivered on the Company's distribution system, whether billed or unbilled. This definition does not include any Company distribution charges or the applicable sales tax.

(b) *"Collections"* means, with respect to any Account Receivable, all cash collections and other cash proceeds of such Account Receivable, including, without limitation, all cash proceeds of Related Security with respect to such Receivable.

(c) *"Customer"* means the Company's customers who are both participating in the Company's Choice Service and who are being provided natural gas by the Supplier. Under no circumstances shall the term "Customer" include the Company's customers who

are not participating in the Choice Service or who are not being provided natural gas by the Supplier.

(d) *"Customer Base"* means the entire group of Customers for which the Supplier is providing natural gas.

(e) *"Supplier Agreement"* means any and all agreements between the Supplier and the Company and/or all applicable tariffs of the Company as approved by the Commission, which govern the relationship between the Supplier and the Company. The Supplier Agreement is hereby incorporated by reference and made part of this Agreement.

(f) *"Related Security"* means with respect to any Account Receivable:

(i) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Account Receivable, together with all financing statements authorized by a Customer describing any collateral securing such Receivable;

(ii) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Account Receivable; and

(iii) all of Supplier's right, title and interest, if any, in and to all invoices that evidence, secure or otherwise relate to such Account Receivable.

SECTION 2. PURCHASES.

Under this Agreement, the Company agrees to purchase from the Supplier, and the Supplier agrees to sell to the Company, the Supplier's Accounts Receivable in accordance with the terms and conditions of this Agreement including the following requirements:

(a) The Company shall make purchases on a daily basis beginning on the commencement date of this Agreement (see Paragraph 3 below) and shall make purchases daily through the remainder of the term of this Agreement. Although the price for each Account Receivable coming into existence after the date hereof shall be owed by the Company to the Supplier on the date such Account Receivable comes into existence, final settlement of the price between the Company and the Supplier shall be effected on a monthly basis as provided in paragraph 5 with respect to all Receivables coming into existence during the most recently completed billing cycle for each particular Customer. For illustration purposes only, if a Customer's billing cycle is the fifteenth (15th) day of Month One to the fifteenth (15th) day of Month Two, in Month Two, the Company shall pay for those Customer's Accounts Receivable that are billed in Month Two.

(b) Irrespective of paragraph (a) above, in no case shall the Company purchase the Accounts Receivable for any Customer's indebtedness incurred prior to that Customer's enrollment with the Supplier. The Company shall acquire the Accounts

Receivable for all of the accounts in the Supplier's Customer Base, and the Company shall not make purchases of less than all of the Accounts Receivable originated by the Supplier. Under no circumstance shall the Company purchase the Accounts Receivable for any Customer or Customers who did not participate in the Choice Service for the month being purchased.

(c) Supplier warrants that it has good title to all Accounts Receivable delivered to Company hereunder, and that such Accounts Receivable will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

(d) Although it is not the intent of this Agreement to interfere with or otherwise compromise the confidential nature of any information possessed by Supplier, Supplier hereby agrees to provide access at reasonable times and in a reasonable manner to all books, records and other information (including, without limitation data contained in computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Accounts Receivable and only to the extent necessary in the event Company possesses no other reasonably comparable information and therefore needs such access to collect such Accounts Receivable.

SECTION 3. TERM.

The initial term of this Agreement shall commence upon execution of this Agreement and shall continue through _____, 20__, unless cancelled by either party giving to the other not less than thirty (30) days' prior written notice of the termination prior to the next expiration date.

SECTION 4. PRICE.

The Company shall purchase the Supplier's Accounts Receivable at a two and one-quarter percent (2.25%) discount of the total amount billed by the Supplier to its total Customer Base for providing natural gas supplies to the Customer Base for that month. The Company shall calculate the amount due the Supplier by first adding together all of the bills for natural gas sold to Customers in the Supplier's Customer Base, and then multiplying that total amount by ninety-seven and three-quarters percent (97.75%). This calculation methodology shall be effective for all Accounts Receivable purchases made during the initial term as well as all subsequent terms of this Agreement.

SECTION 5. PAYMENT.

Beginning with Accounts Receivable purchased from the commencement of the term of this Agreement (see paragraph 3 above), and continuing on a monthly basis for the remainder of the term, the Company shall make payment to the Supplier for the Accounts Receivable being purchased within thirty (30) days after the last unit billed in any billing cycle. Subject to the

provisions of paragraphs 3, 8 and 10, said monthly payment shall be made to the Supplier by the Company regardless of whether any particular Customer or Customers in the Supplier's Customer Base pays their bill(s).

SECTION 6. SALES TAX RESPONSIBILITY/INDEMNIFICATION.

The Supplier, and not the Company, is fully responsible for all Pennsylvania sales tax deficiencies and audits regarding the Supplier's sale of the natural gas commodity to the Customer. The Company acknowledges that it is providing a service to the Supplier in those situations where the Company collects the sales tax and remits the sales tax over to Pennsylvania. The Supplier also acknowledges that it is responsible for collecting and maintaining Pennsylvania sales tax exemption certificates from the Customers and informing the Company as to which Customers are not required to pay the sales tax. The Company is fully responsible for all Pennsylvania sales tax deficiencies and audits regarding the Company's charges related to the distribution of the natural gas commodity to the Customer. To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold the Company harmless from any and all costs, claims, damages, fines, taxes and any penalties and interest thereon, relating in any way to: (i) the Company's reliance on information or directives provided by Supplier to Company, or (ii) the Company's collection or remittance or failure to collect or remit sales taxes on Supplier's behalf, or (iii) the failure of Supplier to satisfy its tax obligations related to the sale of natural gas. The Company is only responsible for Pennsylvania sales tax deficiencies and audits regarding the Company's charges directly related to its distribution of the natural gas commodity to the Customer. The obligations of Supplier to defend, indemnify and hold Company harmless shall survive the termination or expiration of this Agreement.

SECTION 7. LATE PAYMENT FEES.

The Company shall be entitled to collect and retain from the Customers any and all late payment fees specified in the tariff.

SECTION 8. ADJUSTMENTS.

The Company reserves the right to adjust the Supplier's account with regard to Accounts Receivable purchases for up to two (2) years after the original billing date for any individual Customer's bill at issue for accounting errors or any other necessary adjustment.

SECTION 9. ADDITIONAL ACTIONS.

Supplier agrees to provide Company with any additional documents and take any additional steps that Company may request to perfect Company's interest in the Accounts Receivable being sold and assigned to Company pursuant to this Agreement, and Supplier hereby authorizes the filing of UCC-1 financing statements to perfect the Company's interest.

SECTION 10. RIGHT OF SET-OFF.

If the Supplier owes the Company any sum under this Agreement or any other arrangement whatsoever, the Company shall have the rights of recoupment and set-off, with respect to any payments for Accounts Receivable purchased, as against all amounts owed to the Company by Supplier. In calculating the payment due the Supplier under this Agreement, said amounts owed by Supplier to the Company shall be deducted from the amount to be paid to the Supplier (see paragraph 4) after the two and one-quarter percent (2.25%) discount is applied to total amount billed by the Supplier to its total Customer Base for providing natural gas supplies to the Customer Base for that month.

SECTION 11. BINDING AGREEMENT.

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

SECTION 12. ASSIGNMENT.

This Agreement may be assigned only with the prior written consent of the Company.

SECTION 13. NOTICE AND PAYMENTS.

If requested by the Supplier in writing, all payments to the Supplier under this Agreement shall be made by wire transfer pursuant to the wire instructions provided by the Supplier to the Company. All notices to the Supplier and the Company which are provided for in this Agreement shall be duly delivered to the post office address as follows:

_____ (Suppliers' legal name)
_____ (Address)
_____ (City, State, Zip)
_____ (Contact Name)
_____ (Telephone number)
_____ (Fax number)
_____ (e-mail address)

Columbia Gas of Pennsylvania, Inc.
290 W. Nationwide Blvd.
Columbus, OH 43215
Attn: Heather Bauer
614-460-5554
614-460-4291
hbauer@nisource.com

SECTION 14. GOVERNING LAW.

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania (without regard to the conflict of law principles of such Commonwealth), including all matters of construction, validity and performance. The parties hereto agree that any and all actions, suits or claims with respect to this Agreement shall be brought in a state or federal court located in the State of Pennsylvania or before the Commission, if appropriate. This Agreement shall not be interpreted either more or less favorably toward any party by virtue of the fact that such party or its counsel was responsible or principally responsible for the drafting of all or a portion hereof.

SECTION 15. AMENDMENT/WAIVER.

Provisions of this Agreement shall be changed, waived, discharged or terminated only by an instrument in writing signed by authorized representatives of all parties. Notwithstanding any other provision to the contrary, no waiver by a party of any default of any of the obligations contained in this Agreement to be performed by another party shall be construed as a waiver of any succeeding default or breach of the same, or any other obligation or condition.

SECTION 16. HEADINGS.

All headings contained in this Agreement are for convenience only and shall not, in any way, affect the meaning of any provision hereof.

SECTION 17. COUNTERPARTS.

This Agreement may be executed or amended in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which together shall constitute one instrument.

SECTION 18. SIGNATURES.

Facsimile signatures of the parties on this instrument and any amendment thereto, shall be legally binding.

SECTION 19. INVALID OR UNENFORCEABLE PROVISIONS.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 20. RECITALS.

The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement.

SECTION 21. NO JOINT VENTURE.

Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, corporation or any other entity taxable as a corporation or otherwise.

SECTION 22. TRUE SALE.

The Company and Supplier have structured this Agreement with the intention that each purchase of Accounts Receivable hereunder be treated as a sale of such Accounts Receivable by Supplier to the Company. In the event that, contrary to the mutual intent of the Company and Supplier, any purchase of Accounts Receivable under the Accounts Receivable Purchase Agreement is not characterized as a sale, Supplier shall, effective as of the date hereof, be deemed to have granted (and the Supplier hereby does grant) to the Company a first priority security interest in all of Supplier's right, title and interest in and to all Accounts Receivable, whether now owned and existing or hereafter acquired or arising, all Related Security and Collections with respect thereto and, to the extent not included in the foregoing, all proceeds of any and all of the foregoing. Supplier acknowledges and agrees that the security interest granted herein attaches at the time of delivery of gas to the Customer.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20___.

COLUMBIA GAS OF PENNSYLVANIA, INC.

By:_____
Its: _____

Address:
290 W. Nationwide Blvd.
Columbus, OH 43215

[_____]

By:_____
Its: _____

Address:
_____
_____

ANNEX J

MISCELLANEOUS RECEIVABLES

Customer Premise Work

Appliance & Accessory Sales

Employee Receivables

Other General Accounts Receivable

- Miscellaneous

Assistance Program Receivables

- Home Energy Assistance Program

Interest Receivable

ANNEX K

FORM OF REDUCTION NOTICE

[Date]

The Bank of Nova Scotia,
as Managing Agent
250 Vesey Street
New York, New York 10281
Attention: _____
Facsimile: _____

Re: Reduction Notice

Ladies and Gentlemen:

Reference is made to the Amended and Restated Receivables Purchase Agreement, dated as of March 6, 2019, by and among Columbia Gas of Pennsylvania Receivables Corporation (the *"Seller"*), Columbia Gas of Pennsylvania, Inc., as the initial *"Servicer"*, the Bank Purchasers, Conduit Purchasers and Managing Agents party thereto from time to time and The Bank of Nova Scotia, as Administrative Agent (as amended, restated, supplemented or otherwise modified, the *"Receivables Purchase Agreement"*). Capitalized terms used herein shall have the meanings assigned to such terms in the Receivables Purchase Agreement.

Pursuant to Section 2.13 of the Receivables Purchase Agreement, the Seller hereby notifies the Administrative Agent of the following reduction of Aggregate Capital from Collections[and other funds of the Seller]. The proposed date of such reduction is [Date] (the *"Proposed Reduction Date"*).* The amount of Aggregate Capital to be reduced on the Proposed Reduction Date is $[_____], which will be applied to reduce each Purchaser Group's share of Aggregate Capital as follows:

$[_____] to the Purchaser Group for which [_____] is the Managing Agent; and

$[_____] to the Purchaser Group for which [_____] is the Managing Agent/

In connection with the reduction to be made on the Proposed Reduction Date, the Seller hereby certifies that the following statements are true on the date hereof, and will be true on the Proposed Reduction Date (before and after giving effect to the proposed reduction):

(a) the representations and warranties contained in Sections 4.01 and 4.02 of the Receivables Purchase Agreement are correct on and as of the Proposed Reduction Date as though made on and as of such date; and

* Must be at least one (1) Business Day after the date of this notice.

(b) no event has occurred and is continuing, or would result from the proposed reduction, that constitutes an Event of Termination, an Involuntary Bankruptcy Event or an Incipient Event of Termination/

Very truly yours,

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By:_____
Name: _____
Title: _____

SECOND AMENDMENT
TO
AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT

Dated as of August 13, 2020

This SECOND AMENDMENT TO AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (the *"Amendment"*) is entered into as of August 13, 2020 by and among COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Seller, COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Servicer, the Managing Agent signatory hereto AND THE BANK OF NOVA SCOTIA, as Administrative Agent.

PRELIMINARY STATEMENTS

A. The Seller, the Servicer, the Conduit Purchasers from time to time party thereto, the Bank Purchasers from time to time party thereto, the Managing Agents from time to time party thereto and the Administrative Agent are parties to that certain Amended and Restated Receivables Purchase Agreement dated as of May 6, 2019 (as amended, restated, supplemented or otherwise modified through the date hereof, the *"Purchase Agreement"*). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

B. The Seller, the Servicer, the Managing Agent party hereto and the Administrative Agent have agreed to amend the Purchase Agreement, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Amendment. Effective as of the date hereof, subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Purchase Agreement is hereby amended as follows:

Section 1.1. The following defined terms are hereby added to Section 1.01 of the Purchase Agreement in alphabetical order and shall read as follows:

> *"Beneficial Ownership Certification"* means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.
>
> *"Beneficial Ownership Regulation"* means 31 C.F.R. § 1010.230.

Section 1.2. Section 5.01(j) of the Purchase Agreement is hereby amended by (a) deleting *"and"* at the end of clause (xvii), (b) replacing the period at the end of clause (xviii) *with "; and"* and (c) adding the following new clause which shall read as:

> (xviii) if the Seller shall no longer be excluded from the "legal entity customer" definition under 31 C.F.R. § 1010.230(e)(2), promptly, upon the reasonable request of the Administrative Agent, an updated Beneficial Ownership Certification.

Section 1.3. Section 2.02(d) of the Purchase Agreement is hereby deleted in its entirety.

Section 1.4. A new Section 2.14 is hereby added to the Purchase Agreement, which shall read in its entirety as follows:

> Section 2.14. Effect of Benchmark Transition Event.
>
> (a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Transaction Document, upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, the Administrative Agent and the Seller may amend this Agreement to replace the Eurodollar Rate with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to each Managing Agent, so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from the Required Managing Agents; provided that, with respect to any proposed amendment containing Term SOFR as the alternate benchmark rate, the Managing Agents shall be entitled to object only to the Benchmark Replacement Adjustment contained therein. Any such amendment with respect to an Early Opt-in Election will become effective on the date that the Required Managing Agents have delivered to the Administrative Agent written notice that such Required Managing Agents accept such amendment. No replacement of the Eurodollar Rate with a Benchmark Replacement will occur prior to the applicable Benchmark Transition Start Date.
>
> (b) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make, in consultation with the Seller, Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Transaction Document, any amendments implementing such Benchmark Replacement Conforming Changes will become

effective without any further action or consent of any other party to this Agreement.

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Seller and the Required Managing Agents of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date and Benchmark Transition Start Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent, the Seller or Required Managing Agents pursuant to this Section 2.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 2.14.

(d) Benchmark Unavailability Period. Upon the Seller's receipt of notice of the commencement of a Benchmark Unavailability Period, the Seller may revoke any request for a purchase of a Receivables Interest with Yield calculated at the Adjusted Eurodollar Rate during any Benchmark Unavailability Period and, if the Seller does not revoke such request, such request will be deemed to have been made as a request for the purchase of a Receivables Interest with Yield, and Yield with respect to all Receivables Interests shall be, calculated at (i) the Federal Funds Effective Rate in effect on such day plus 0.50% for the first 90 days of such Benchmark Unavailability Period, and (ii) the Base Rate thereafter.

(e) Certain Defined Terms. As used in this Section 2.14:

"Benchmark Replacement" means the sum of: (a) the alternate benchmark rate (which may include Term SOFR) that has been selected by the Administrative Agent and the Seller giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the Eurodollar Rate for U.S. dollar-denominated accounts receivable purchase facilities and (b) the Benchmark

Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

"Benchmark Replacement Adjustment" means the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Seller giving due consideration to any (i) selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Eurodollar Rate with the Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Eurodollar Rate with the Unadjusted Benchmark Replacement for U.S. dollar-denominated accounts receivable purchase facilities at such time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Eurodollar Tranche Period," timing and frequency of determining rates and making payments of interest and other administrative matters) that the Administrative Agent, in consultation with the Seller, determines in its reasonable discretion (in a manner consistent with the exercise by the Administrative Agent of such discretion with respect to such types of changes under other accounts receivable purchase facilities where it acts as administrative agent) may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines in its reasonable discretion (in a manner consistent with the exercise by the Administrative Agent of such discretion with respect to such types of changes under other accounts receivable purchase facilities where it acts as administrative agent) that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent determines in its reasonable discretion (in a manner consistent with the exercise by the Administrative Agent of such discretion with respect to such types of changes under other accounts receivable purchase facilities

where it acts as administrative agent) is reasonably necessary in connection with the administration of this Agreement).

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the Eurodollar Rate:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Eurodollar Rate permanently or indefinitely ceases to provide the Eurodollar Rate; or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the Eurodollar Rate:

(1) a public statement or publication of information by or on behalf of the administrator of the Eurodollar Rate announcing that such administrator has ceased or will cease to provide the Eurodollar Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Eurodollar Rate;

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the Eurodollar Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the Eurodollar Rate, a resolution authority with jurisdiction over the administrator for the Eurodollar Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the Eurodollar Rate, which states that the administrator of the Eurodollar Rate has ceased or will cease to provide the Eurodollar Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Eurodollar Rate; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the Eurodollar Rate announcing that the Eurodollar Rate is no longer representative.

"Benchmark Transition Start Date" means (a) in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication) and (b) in the case of an Early Opt-in Election, the date specified by the Administrative Agent or the Required Managing Agents, as applicable, by notice to the Seller, the Administrative Agent (in the case of such notice by the Required Managing Agents) and the Managing Agents.

"Benchmark Unavailability Period" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the Eurodollar Rate and solely to the extent that the Eurodollar Rate has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the Eurodollar Rate for all purposes hereunder in accordance with Section 2.14 and (y) ending at the time that a Benchmark Replacement has replaced the Eurodollar Rate for all purposes hereunder pursuant to Section 2.14.

"Early Opt-in Election" means the occurrence of:

(1) (i) a determination by the Administrative Agent or (ii) a notification by the Required Managing Agents to the Administrative Agent (with a copy to the Seller) that the Required Managing Agents have determined that U.S. dollar-denominated accounts receivable purchase facilities being executed at such time, or that include language similar to that contained in Section 2.14 are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the Eurodollar Rate, and

(2) (i) the election by the Administrative Agent or (ii) the election by the Required Managing Agents to declare that an Early Opt-in Election has occurred and the provision, as applicable, by the Administrative Agent of written notice of such election to the Required Managing Agents of written notice of such election to the Administrative Agent.

"Federal Reserve Bank of New York's Website" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website.

"Term SOFR" means the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Section 2. Conditions Precedent. This Amendment shall become effective and be deemed effective, as of the date first above written, upon receipt by the Administrative Agent of (i) duly executed counterparts of this Amendment from the Seller, the Servicer, the Administrative Agent, the Bank Purchaser and the Required Managing Agents, (ii) a duly executed Reaffirmation, Acknowledgement, and Consent of Provider and (iii) a Beneficial Ownership Certification.

Section 3. Representations and Warranties of the Seller and Servicer.

3.1. Upon the effectiveness of this Amendment, each of the Seller and the Servicer hereby reaffirms all representations and warranties made by it, to the extent the same are not amended hereby, in the Purchase Agreement and agrees that all such representations and warranties shall be deemed to have been re-made as of the effective date of this Amendment (except to the extent such representations and warranties are stated to be mad as of another specified date).

3.2. Each of the Seller and the Servicer hereby represents and warrants that this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity which may limit the availability of equitable remedies.

Section 4. Reference to and Effect on the Purchase Agreement.

4.1. Upon the effectiveness of this Amendment, each reference in the Purchase Agreement to "this Agreement," "hereunder," "hereof," "herein," "hereby" or words of like import shall mean and be a reference to the Purchase Agreement as amended hereby, and each reference to the Purchase Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Purchase Agreement shall mean and be a reference to the Purchase Agreement as amended hereby.

4.2. Except as expressly amended hereby, the Purchase Agreement and other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

4.3. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Purchasers, the Managing Agent or the Administrative Agent under the Purchase Agreement or any of the other Transaction Documents, nor constitute a waiver of any provision contained therein, except as expressly set forth herein.

Section 5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

Section 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Amendment shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first set forth above by their respective officers thereto duly authorized, to be effective as hereinabove provided.

SELLER: COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: Summa D Simmons
Name: Summa D. Simmons
Title: Assistant Treasurer

SERVICER: COLUMBIA GAS OF PENNSYLVANIA, INC.

By: Summa D Simmons
Name: Summa D. Simmons
Title: Assistant Treasurer

ADMINISTRATIVE AGENT: THE BANK OF NOVA SCOTIA

By: _____
Name: Douglas Noe
Title: Managing Director

MANAGING AGENT: THE BANK OF NOVA SCOTIA

By: _____
Name: Douglas Noe
Title: Managing Director

REAFFIRMATION, ACKNOWLEDGEMENT, AND CONSENT OF PROVIDER

The undersigned, NiSource Inc. heretofore executed and delivered to the Administrative Agent a Performance Undertaking dated March 15, 2010. The undersigned hereby consents to the Second Amendment to Amended and Restated Receivables Purchase Agreement as set forth above and confirms that its Performance Undertaking, and all obligations of the undersigned thereunder, remains in full force and effect. The undersigned further agrees that the consent of the undersigned to any amendments to the Amended and Restated Receivables Purchase Agreement shall not be required as a result of this consent having been obtained. The undersigned acknowledges that the Administrative Agent is relying on the assurances provided herein in entering into the Second Amendment to Amended and Restated Receivables Purchase Agreement set forth above.

NISOURCE INC.

By: Summa D Simmons
Name: Summa D. Summa
Title: Assistant Treasurer

CONFORMED COPY
First Amendment dated May 4, 2020
Second Amendment dated August 13, 2020
Third Amendment dated May 30, 2021
Fourth Amendment draft dated March 14, 2022

AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT

Dated as of May 6, 2019

among

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION,
as the Seller,

THE ENTITIES PARTY HERETO FROM TIME TO TIME
AS CONDUIT PURCHASERS,

THE ENTITIES PARTY HERETO FROM TIME TO TIME
AS BANK PURCHASERS,

THE ENTITIES PARTY HERETO FROM TIME TO TIME
AS MANAGING AGENTS,

THE BANK OF NOVA SCOTIA,
as the Administrative Agent,

and

COLUMBIA GAS OF PENNSYLVANIA, INC.,
as the Servicer

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AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT

Dated as of May 6, 2019

THIS AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this *"Agreement"*) is entered into as of May 6, 2019 by and among COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, a Delaware corporation, as Seller, THE ENTITIES FROM TIME TO TIME PARTY HERETO AS CONDUIT PURCHASERS, THE ENTITIES FROM TIME TO TIME PARTY HERETO AS BANK PURCHASERS, THE ENTITIES FROM TIME TO TIME PARTY HERETO AS MANAGING AGENTS (each a *"Managing Agent"* and collectively, the *"Managing Agents"*), THE BANK OF NOVA SCOTIA (*"Scotia"*), as Administrative Agent, and COLUMBIA GAS OF PENNSYLVANIA, INC., a Pennsylvania corporation, as Servicer.

PRELIMINARY STATEMENTS

WHEREAS, the Seller, the Conduit Purchasers, the Bank Purchasers, the Managing Agents, the Administrative Agent and the Servicer have previously entered into that certain Receivables Purchase Agreement dated as of March 15, 2010 (as assigned, amended, restated, supplemented and otherwise modified from time to time, the *"Original Agreement"*).

WHEREAS, subject to and upon the terms and conditions set forth herein, the parties hereto desire to make certain amendments to the Original Agreement and, for the sake of clarity and convenience, amend and restate the Original Agreement in its entirety in the form of this Agreement, and from and after the date hereof, all references made to the Original Agreement in any Transaction Document or in any other instrument or document shall, without more, be deemed to refer to this Agreement. This Receivables Purchase Agreement constitutes for all purposes an amendment to the Original Agreement and not a new or substitute agreement.

WHEREAS, the Seller has acquired, and may continue to acquire, Receivables from the Originator, either by purchase or by contribution to the capital of the Seller. The Seller is prepared to sell undivided fractional ownership interests (referred to herein as *"Receivable Interests"*) in the Receivables.

WHEREAS, each Conduit Purchaser may, in its sole discretion, purchase such Receivable Interests, and each Bank Purchaser has agreed to purchase such Receivable Interests, in each case on the terms and conditions set forth herein.

WHEREAS, each Managing Agent has been requested and is willing to act as Managing Agent on behalf of the Conduit Purchasers and the Bank Purchasers in its Purchaser Group in accordance with the terms hereof.

Accordingly, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Accounting Based Consolidation Event" means the consolidation, for financial and/or regulatory accounting purposes, of all or any portion of the assets and liabilities of any Conduit Purchaser that are the subject of this Agreement or any other Transaction Document with all or any portion of the assets and liabilities of the Bank Purchaser or Managing Agent of such Conduit Purchaser's Purchaser Group or the Administrative Agent or any of their affiliates as the result of the existence of, or occurrence of any change in, accounting standards or the issuance of any pronouncement, interpretation or release (including, without limitation, the Financial Accounting Standards Board Interpretation No. 46(R) and Financial Accounting Standard No. 160), by any accounting body or any other body charged with the promulgation or administration of accounting standards, including, without limitation, the Financial Accounting Standards Board, the International Accounting Standards Board, the American Institute of Certified Public Accountants, the Federal Reserve Board of Governors and the Securities and Exchange Commission, and shall occur as of the date that such consolidation (i) shall have occurred with respect to the financial statements of such Managing Agent, such Bank Purchaser or the Administrative Agent or any of their affiliates, as applicable, or (ii) shall have been required to have occurred, regardless of whether such financial statements were prepared as of such date.

"Adjusted Term SOFR" means, for any Settlement Period, a rate per annum equal to the greater of (i) Term SOFR for such Settlement Period plus the SOFR Adjustment, and (ii) 0.0%.

"Administrative Agent" means The Bank of Nova Scotia, in its capacity as contractual representative for the Conduit Purchasers and the Bank Purchasers hereunder, and any successor thereto in such capacity appointed pursuant to Article VIII.

"Adverse Claim" means a lien, security interest or other charge or encumbrance, or other right or claim in, of or on any asset or property of a Person in favor of another Person.

"Affected Person" has the meaning specified in Section 2.08.

"Affiliate" means, for any Person, any other Person which (i) is a Subsidiary of such Person or (ii) directly or indirectly, is in control of, is controlled by, or is under common control with such Person. For purposes of this definition, *"control"* means the power, directly or indirectly, to cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Aggregate Capital" means, on any date of determination, the aggregate amount of Capital of all Receivable Interests outstanding on such date.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Transaction Parties or their respective Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the Foreign Corrupt Practices Act of 1977, as amended, and any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

"Assignee Rate" means, for any Settlement Period for any Receivable Interest, an interest rate per annum equal to the Adjusted Term SOFR for such Settlement Period; *provided, however,* that in case of:

(i) any Settlement Period on or prior to the first day of which any Managing Agent shall have notified the Administrative Agent that the introduction of or any change in, or in the interpretation of, any law or regulation makes it unlawful, or any central bank or other governmental authority asserts that it is unlawful, for any Purchaser in such Managing Agent's Purchaser Group to fund such Receivable Interest at the Assignee Rate set forth above (and such Managing Agent shall not have subsequently notified the Administrative Agent that such circumstances no longer exist);

(ii) any Settlement Period of less than one month;

(iii) if a SOFR Unavailability Condition shall exist;

(iv) for the first three (3) Business Days of any Settlement Period as to which the Administrative Agent receives notice from any Managing Agent, after 12:00 noon (New York City time) on the third (3rd) Business Day preceding the first day of such Settlement Period, that the related Receivable Interest will not be funded by the issuance of commercial paper by any Conduit Purchaser in such Managing Agent's Purchaser Group;

(iv) any Settlement Period for a Receivable Interest the Capital of which allocated to the Purchasers is less than $500,000; or

(v) any Settlement Period for which the Seller chooses the Base Rate as the Assignee Rate by written notice to the Administrative Agent;

the Assignee Rate for such Settlement Period for the affected Purchasers shall be an interest rate per annum equal to the Base Rate in effect from time to time during such Settlement Period; and *provided, further,* that if the purchase of such Receivable Interest has been funded by a Conduit Support Provider, such Receivable Interest shall be funded using Adjusted Term SOFR, or, if a SOFR Unavailability Condition shall exist, the Base Rate, or to the extent provided in Section 2.14, the Federal Funds Effective Rate plus 0.50% or the Base Rate, as applicable, in each case for such Conduit Support Provider set forth in the applicable Liquidity Asset Purchase Agreement; and *provided, further,* that at all times following the occurrence and during the continuation of an Event of Termination, the Assignee Rate shall be an interest rate per annum equal to the Base Rate in effect from time to time plus 2.50%.

"Assignment and Acceptance" means an assignment and acceptance agreement entered into by a Managing Agent, a Bank Purchaser, an Eligible Assignee and the Administrative Agent, pursuant to which such Eligible Assignee may become a party to this Agreement, in substantially the form of Annex A hereto.

"Balanced Payment Plan" means a balanced or levelized payment plan of the Originator made available to an Obligor.

"Bank Purchaser" means, as to any Purchaser Group, each of the Persons listed on Schedule I hereto as a "Bank Purchaser" for such Purchaser Group, or in any Assignment and Acceptance or Joinder Agreement as a "Bank Purchaser" for the applicable Purchaser Group, together with its respective successors and permitted assigns.

"Base Rate" means, for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% and (c) the Adjusted Term SOFR (based on Term SOFR published on the applicable Base Rate Term SOFR Determination Day) for a period of one month plus 1.00%. For purposes hereof, *"Prime Rate"* means the rate of interest per annum publicly announced from time to time by the Administrative Agent as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective on the date such change is publicly announced as effective; and *"Federal Funds Effective Rate"* means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/16 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/16 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it. If for any reason the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms thereof, the Base Rate shall be the Prime Rate until the circumstances giving rise to such inability no longer exist. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Term SOFR shall be effective on the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Term SOFR, respectively.

"Base Rate Receivable Interest" means a Receivable Interest that accrues Yield at a rate based on the Base Rate.

"Base Rate Term SOFR Determination Day" has the meaning assigned to such term in the definition of *"Term SOFR."*

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Blocked Account" means an account maintained at a bank for the purpose of receiving Collections, with respect to which account a Blocked Account Agreement has been executed.

"Blocked Account Agreement" means an agreement, in substantially the form of Annex B (or in such other form as may be approved in writing by the Administrative Agent) duly executed by the Seller, the Originator, the Administrative Agent and a Blocked Account Bank.

"Blocked Account Bank" means any bank at which a Blocked Account is maintained.

"Broken Funding Costs" means for any Purchaser and any Receivable Interest which (i) is terminated or has its Capital reduced for any reason (x) on a Settlement Date, if the applicable Managing Agent shall have received less than three (3) Business Days' notice of such reduction or (y) on any day other than a Settlement Date, (ii) in the case of a Conduit Purchaser, assigns all or any portion of its Capital to a Conduit Support Provider prior to the Termination Date or, (iii) in the case of a Match Funded Conduit Purchaser, is terminated or has its Capital reduced for any reason prior to the date on which the related CP Tranche Period was originally scheduled to end, an amount equal to the excess, if any, of (A) the Yield that would have accrued during the remainder of the Settlement Period (or, in the case of clause (iii) above, the CP Tranche Period) during which such reduction, assignment or termination occurs for commercial paper determined by the applicable Managing Agent to relate to such Capital, over (B) the sum of (x) to the extent all or a portion of such Capital is allocated to another Receivable Interest, the amount of Yield actually accrued during the remainder of such period on such Capital for the new Receivable Interest, and (y) to the extent such Capital is not allocated to another Receivable Interest, the income, if any, actually received during the remainder of such period by such Purchaser from investing the portion of such Capital not so allocated. In the event that the amount referred to in clause (B) exceeds the amount referred to in clause (A), the relevant Purchaser or Purchasers agree to pay to the Seller the amount of such excess. For any Purchaser and any Receivable Interest which fails to become subject to a reduction on the day specified in any notice of reduction delivered by the Seller or Servicer, *"Broken Funding Costs"* means all increased losses, costs and expenses incurred by such Purchaser as a result of such failure. All Broken Funding Costs shall be due and payable hereunder upon presentation of a certificate of the applicable Purchaser to the Seller setting forth a calculation of such Broken Funding Costs in reasonable detail. Any such certificate shall be conclusive evidence of the amount of any such Broken Funding Costs, absent manifest error.

"Business Day" means any day on which banks are not authorized or required to close in New York City, New York.

"Capital" means, with respect to any Receivable Interest, the original amount paid to the Seller for such Receivable Interest at the time of its purchase by a Purchaser pursuant to this Agreement, as such amount may be divided or combined in accordance with Section 2.07, in each case as reduced from time to time by Collections received by such Purchaser from distributions made pursuant to Section 2.04 on account of such Capital held by such Purchaser; *provided* that if such Capital shall have been reduced by any distribution and thereafter all or a portion of such distribution is rescinded or must otherwise be returned for any reason, such Capital shall be

increased by the amount of such rescinded or returned distribution, as though it had not been received by such Purchaser.

"Choice Marketer" means a Person registered and in good standing as a marketer under the Originator's "Choice Service" program with the Pennsylvania Public Utility Commission under the laws of the State of Pennsylvania.

"Choice Marketer Purchase Agreement" means an accounts receivable purchase agreement between the Originator and a Choice Marketer in substantially the form of Annex I-1 (or such other form of agreement reasonably satisfactory to the Administrative Agent).

"Choice Marketer Receivable" means a Receivable for gas commodity which was purchased by the Originator from a Choice Marketer.

"Choice Marketer Security Agreement" means an acknowledgement and security agreement between the Originator and a Choice Marketer in substantially the form of Annex I-2 (or such other form of agreement reasonably satisfactory to the Administrative Agent).

"Collections" means, with respect to any Receivable, all cash collections and other cash proceeds of such Receivable, including, without limitation, all cash proceeds of Related Security with respect to such Receivable, and any collection of such Receivable deemed to have been received pursuant to Section 2.04(d), but excluding amounts received from any Obligor under a Balanced Payment Plan to the extent constituting a prepayment for goods or services not yet provided to such Obligor.

"Columbia Gas of Pennsylvania" means Columbia Gas of Pennsylvania, Inc., a Pennsylvania corporation.

"Commitment" means, for each Bank Purchaser, the commitment of such Bank Purchaser to purchase Receivable Interests from Seller, in an amount not to exceed in the aggregate the amount set forth opposite such Bank Purchaser's name under the Commitment column on Schedule I to this Agreement or for any Bank Purchaser party hereto pursuant to a Joinder Agreement or Assignment and Acceptance, the amount set forth therein as such Bank Purchaser's Commitment, in each case, as such amount may be reduced (or terminated) pursuant to the terms of this Agreement. Any reduction (or termination) of the Program Limit pursuant to the terms of this Agreement below the amount of the aggregate Commitment of all Bank Purchasers shall reduce (or terminate) each Bank Purchaser's Commitment ratably in accordance with their respective Commitments.

"Commitment Fee" has the meaning set forth in the Fee Letter.

"Concentration Limit" means, for any Obligor on any date, either (i) the highest Concentration Percentage set forth below based on the Short-Term Debt Ratings of such Obligor on such date; *provided,* that no Concentration Percentage may exceed 10.0% without the prior written consent of the Managing Agents and the Administrative Agent or (ii) such higher percentage (a *"Special Concentration Percentage"*), if any, as is otherwise agreed to by the Seller,

the Managing Agents and the Administrative Agent and designated by the Administrative Agent in a writing delivered to the Seller, in each case multiplied by the aggregate Outstanding Balance of all Eligible Receivables on such date; *provided,* that in the case of an Obligor and its Affiliates, the Concentration Limit shall be calculated as if such Obligor and such Affiliates were a single Obligor; *provided, further,* that each applicable Managing Agent shall have received written confirmation from each of S&P and Moody's that the ratings of the commercial paper notes issued by any Conduit Purchaser in its Purchaser Group would not, as a result of any Special Concentration Percentage, be reduced or withdrawn; and *provided, further,* that any Managing Agent may reduce or cancel any Special Concentration Percentage with respect to any Obligor upon three (3) Business Days' notice to the Seller.

SHORT-TERM DEBT RATINGS	CONCENTRATION PERCENTAGE
At least A-1 + by S&P and at least P-1 by Moody's	15.0%
At least A-1 by S&P and at least P-1 by Moody's	10.0%
At least A-2 by S&P and at least P-2 by Moody's	5.0%
At least A-3 by S&P and at least P-3 by Moody's	3.0%
Any other Short-Term Debt Rating or Unrated by either S&P or Moody's	2.0%

"Conduit Purchaser" means, as to any Purchaser Group, each of the Persons listed on Schedule I hereto as a "Conduit Purchaser" for such Purchaser Group, or in any Assignment and Acceptance or Joinder Agreement as a "Conduit Purchaser" for the applicable Purchaser Group, together with its respective successors and permitted assigns.

"Conduit Support Provider" means, any Person now or hereafter extending credit, or having a commitment to extend credit to or for the account of, or to make purchases from, any Conduit Purchaser or issuing a letter of credit, surety bond or other instrument to support any obligations arising under or in connection with such Conduit Purchaser's securitization program.

"Consolidated Subsidiary" means at any date, any Subsidiary the accounts of which are consolidated with those of NiSource in its consolidated financial statements as of such date.

"Contract" means (x) each of the tariffs and (y) each "Base Contract for Sale and Purchase of Natural Gas," in substantially the form published by the North American Energy Standards Board, Inc., and any related confirmations, in each case, pursuant to which the Originator shall provide natural gas, natural gas power or natural gas transport services or other energy products, merchandise, goods or services to customers from time to time and pursuant to which rates payable by such Customers are set, in one of the forms set forth in Annex C.

"CP Rate" means, with respect to any Conduit Purchaser:

(i) with respect to any Match Funded Conduit Purchaser and a CP Tranche, a rate of interest equal to the per annum rate (expressed as a percentage and converted (as necessary) to an annual yield equivalent rate calculated on the basis of a 360-day year) or, if more than one rate, the weighted average thereof, paid or payable by such Match Funded Conduit Purchaser from time to time as interest on or otherwise in respect of the commercial paper issued by such Match Funded Conduit Purchaser to fund such CP Tranche during the related CP Tranche Period plus the amount of any issuing and paying agent fees and any placement agent or commercial paper agent fees and commissions; and

(ii) with respect to any Pool Funded Conduit Purchaser on any day, the per annum rate equivalent to the "weighted average cost" (as defined below) related to its commercial paper outstanding on such day that is allocated, in whole or in part, to fund or maintain its Receivable Interests on such day; converted (as necessary) to an annual yield equivalent rate calculated on the basis of a 360-day year; *provided,* that to the extent that all or any portion of Capital of such Pool Funded Conduit Purchaser is funded by a specific issuance of such Pool Funded Conduit Purchaser's commercial paper, the "CP Rate" shall equal the per annum rate equivalent to the "weighted average cost" applicable to such issuance on such day. As used in this definition, "weighted average cost" shall consist of (x) the weighted average of actual interest (or discount) paid or payable to purchasers of such Pool Funded Conduit Purchaser's commercial paper, (y) the commissions of placement agents and dealers, and issuing and paying agent fees incurred with respect to such Pool Funded Conduit Purchaser's commercial paper, to the extent such commissions and fees are allocable, in whole or in part, to the funding of such Pool Funded Conduit Purchaser's Percentage of the Receivable Interest on such day and (z) borrowings to fund small or odd dollar amounts that are not easily accommodated in the commercial paper market and that are allocable, in whole or in part, to the funding of such Pool Funded Conduit Purchaser's Percentage of the Receivable Interest on such day.

"CP Tranche" means, with respect to a Match Funded Conduit Purchaser, a Tranche for which Yield is calculated by reference to the Investor Rate based on the CP Rate.

"CP Tranche Period" means, with respect to each Match Funded Conduit Purchaser and a CP Tranche, a period selected by the Managing Agent of such Purchaser's Purchaser Group. If such CP Tranche Period would end on a day which is not a Business Day, such CP Tranche Period shall end on the next succeeding Business Day.

"Credit and Collection Policy" means those receivables credit and collection policies and practices of the Originator in effect on the date of this Agreement and described in Annex D hereto, as modified in compliance with this Agreement.

"Customer Deposits" means any cash (including accrued interest thereon, if any) held by the Originator, Seller or Servicer for the account of an Obligor as security for, or for application to, the payment of the Receivables of such Obligor.

"Daily Report" means a report in substantially the form of, and containing the information described in, Annex E-2, duly completed and furnished by the Servicer to the Administrative Agent and each Managing Agent pursuant to Section 6.02(h).

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), a rate per annum equal to the greater of (a) SOFR for the day that is two (2) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website, and (b) 0.00%. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Seller.

"Debt" means, as to any Person, at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, (iv) all obligations of such Person as lessee under capital leases, (v) all Debt of others secured by an Adverse Claim on any asset of such Person, whether or not such Debt is assumed by such Person, (vi) all Debt of others Guaranteed by such Person and (vii) all obligations of such Person in respect of unfunded vested benefits under plans covered by Title IV of ERISA.

"Debt Rating" means, for any Person, the rating by S&P or Moody's of such Person's long-term public senior unsecured non-credit-enhanced debt.

"Default Ratio" means, as of any date, a ratio (expressed as a percentage) determined as of the last day of each calendar month by dividing (i) the sum, without duplication, of (a) the aggregate Outstanding Balance of all Receivables that remained unpaid at least 91 days, but not greater than 120 days from their respective original due dates as of the most recently ended calendar month, plus (b) the aggregate Outstanding Balance of all Receivables that were (or should have been in accordance with the Credit and Collection Policy) written off during such calendar month by (ii) the aggregate Original Balance of all Receivables generated during the fourth calendar month prior to the most recently ended calendar month.

"Defaulted Receivable" means any Receivable, without duplication, (i) as to which any payment, or part thereof, remains unpaid for 120 or more days from the original invoice date thereof, (ii) with respect to which the related Obligor is subject to any event of the type described in Section 7.01(f) or (iii) which consistent with the Credit and Collection Policy, has been written off the Seller's books as uncollectible.

"Defaulting Purchaser" means any Bank Purchaser that has failed to fund any purchase of Receivable Interest required to be funded by it hereunder within one (1) Business Day of the date required to be funded by it hereunder and such failure remains unremedied.

"Deferred Purchase Price" has the meaning specified in the Sale Agreement.

"Deposit Date" means each day on which any Collections are deposited in any of the Blocked Accounts or on which any Transaction Party shall receive Collections of Pool Receivables.

"Designated Obligor" means, at any time, any Obligor of any Receivable, unless the Administrative Agent has provided the Seller with five (5) Business Days' prior notice that such Obligor shall not be considered a Designated Obligor.

"Diluted Receivable" means that portion of any Receivable which is either (a) reduced or canceled as a result of (i) any failure by any Transaction Party to provide any services or otherwise to perform under any related Contract, order or invoice, (ii) any change in the terms of, or cancellation of, a Contract or invoice or any cash discount, discount for quick payment or other adjustment by any Transaction Party which reduces the amount payable by the Obligor on the related Receivable, other than solely as a result of the insolvency, bankruptcy or lack of creditworthiness of the related Obligor, or (iii) any set-off by an Obligor in respect of any claim by such Obligor (whether such claim arises out of the same or a related transaction or an unrelated transaction), (b) subject to any specific offset, counterclaim or defense whatsoever (except the discharge in bankruptcy of the Obligor thereof) or (c) not collected due to the failure of any Sub-Agent to remit to the applicable Lock-Box or Blocked Account any Collections in respect of such Receivable.

"Dilution Horizon Ratio" means, as of any date a ratio (expressed as a percentage), computed as of the last day of each calendar month by dividing (i) the sum of the aggregate Original Balance of all Receivables generated during the two (2) most recently ended calendar months by (ii) the Net Receivables Pool Balance as of the last day of the most recently ended calendar month.

"Dilution Ratio" means the ratio (expressed as a percentage) computed as of the last day of each calendar month by dividing (i) the aggregate Outstanding Balance of all Pool Receivables that became Diluted Receivables during such month by (ii) the aggregate Original Balance of all Pool Receivables generated during the second (2nd) calendar month immediately preceding such calendar month.

"Dilution Reserve Percentage" means, at any time, the product of (a) the sum of (x) the product of (i) the Stress Factor and (ii) the average of the Dilution Ratios calculated for the twelve calendar month period then most recently ended and (y) the Dilution Volatility Ratio and (b) the Dilution Horizon Ratio.

"Dilution Volatility Ratio" means, as of any date, a ratio (expressed as a percentage) equal to the product of (i) the highest of the Three-Month Dilution Ratios calculated for the twelve calendar month period then most recently ended minus the average of the Dilution Ratios calculated for the twelve calendar month period then most recently ended, and (ii) the ratio calculated by dividing the highest of the Three-Month Dilution Ratios calculated for the twelve calendar month period then most recently ended by the average of the Dilution Ratios calculated for the twelve calendar month period then most recently ended.

"Dollars" and *"$"* each mean the lawful currency of the United States of America.

"Dynamic Loss Reserve Percentage" means, on any date, the product of (i) the Stress Factor, (ii) the Loss Horizon Ratio, and (iii) the highest Three-Month Default Ratio during the twelve calendar month period then most recently ended.

"Eligible Assignee" means (i) each Managing Agent or any of its Affiliates, (ii) any Person managed by any Managing Agent or any of its Affiliates; *provided* that the Short-term Debt Rating from each of S&P and Moody's for such Person is no worse than that of the applicable assignor, or (iii) any financial or other institution providing liquidity to any Conduit Purchaser pursuant to a Liquidity Asset Purchase Agreement.

"Eligible Receivable" means, at any time, a Receivable that satisfies all of the following criteria:

(a) such Receivable arose from the sale of goods or the provision of services by the Originator or a Choice Marketer in the ordinary course of business;

(b) such Receivable constitutes an "account" as defined in Article 9 of the UCC as in effect in the State of New York;

(c) the Obligor of such Receivable (i) is a United States resident, (ii) is a Designated Obligor, (iii) is not a NiSource Entity and (iv) is not a Sanctioned Person;

(d) such Receivable is denominated and payable only in Dollars in the United States;

(e) the sale or granting of a security interest in such Receivable does not contravene or conflict with any law, rule or regulation or require the consent or approval of, or notice to, the related Obligor or any other Person;

(f) such Receivable arises under a Contract that has been duly authorized and that, together with such Receivable, is in full force and effect and constitutes the legal, valid and binding obligation of the Obligor of such Receivable enforceable against such Obligor in accordance with its terms and is not subject to any dispute, offset, counterclaim or defense whatsoever (except the discharge in bankruptcy of such Obligor);

(g) such Receivable, together with the Contract related thereto, does not contravene in any material respect any laws, rules or regulations applicable thereto (including, without limitation, laws, rules and regulations relating to usury, truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy) and no party to the Contract related thereto is in violation of any such law, rule or regulation in any material respect;

(h) such Receivable satisfies all applicable requirements of the Credit and Collection Policy in existence as of the origination thereof;

(i) either (i) the Contract related to the Receivable requires that the full payment of such Receivable be made within thirty (30) days of the original billing date therefor, or, (ii) if such Receivable arises under an Extended Payment Agreement, such agreement requires that the full payment of such Receivable be made within 180 days of the date of such agreement; *provided, however,* that the Outstanding Balance of such Receivable, when added to the aggregate Outstanding Balance of all Eligible Receivables arising under Extended Payment Agreements, may not exceed 12.5% of the aggregate Outstanding Balance of all Eligible Receivables;

(j) such Receivable is owned by the Seller free and clear of any Adverse Claim (except for Permitted Liens or as created in favor of the Administrative Agent and the Purchasers hereunder);

(k) such Receivable arises under a Contract, which (i) does not contain a provision that requires the Obligor thereunder to consent to the sale or assignment of the rights of the Seller or the Originator thereunder in the manner contemplated by the Transaction Documents and (ii) does not contain a confidentiality provision that would restrict the ability of the Administrative Agent, any Managing Agent or any Purchaser to exercise its rights under this Agreement, including, without limitation, their right to review invoices delivered pursuant to such Contract;

(l) such Receivable is not a Defaulted Receivable and the Obligor thereof is not the Obligor of Defaulted Receivables in an aggregate amount of 20.0% or more of the aggregate Outstanding Balance of all Receivables of such Obligor;

(m) such Receivable is not a Miscellaneous Receivable;

(n) the Obligor of such Receivable is not in bankruptcy, reorganization, insolvency or similar proceedings;

(o) such Receivable has not been extended, rewritten or otherwise modified from the original terms thereof except in accordance with the Credit and Collection Policy;

(p) the Originator has satisfied and fully performed all obligations on its part with respect to such Receivable required to be fulfilled by it, and no further action is required to be performed by any Person with respect thereto other than payment thereon by the applicable Obligor;

(q) such Receivable did not arise out of the sale at the wellhead or minehead of oil, gas or other minerals;

(r) if the Obligor with respect to such Receivable is a Governmental Authority, the Outstanding Balance of such Receivable, when added to the aggregate Outstanding Balance of all Receivables due from Governmental Authorities, would not exceed 10.0% of the aggregate Outstanding Balance of all Receivables;

(s) such Receivable did not arise from charging sales tax, value-added tax or other consumption or use tax;

(t) the Obligor of such Receivable has been instructed to remit payments in respect thereof to a Blocked Account or a Lock-Box; and

(u) if such Receivable is a Choice Marketer Receivable:

(i) such Receivable was purchased by the Originator, free and clear of all Adverse Claims created by or through the related Choice Marketer, pursuant to a Choice Marketer Purchase Agreement or a Revised Choice Marketer Purchase Agreement;

(ii) from and after the date that occurs sixty (60) days after the date hereof, if such Receivable was not purchased pursuant to a Revised Choice Marketer Purchase Agreement, the related Choice Marketer and the Originator are parties to a Choice Marketer Security Agreement; and

(iii) from and after the date that occurs sixty (60) days after the date hereof, an effective, first-priority UCC-1 financing statement has been filed identifying the related Choice Marketer, as debtor, and the Originator, as secured party, covering collateral which includes such Receivable.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"ERISA Affiliate" means, with respect to any Person, any (i) corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the IRC) as such Person; (ii) partnership or other trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the IRC) with such Person or (iii) member of the same affiliated service group (within the meaning of Section 414(m) of the IRC) as such Person, any corporation described in clause (i) above or any partnership or other trade or business described in clause (ii) above.

"Event of Termination" has the meaning specified in Section 7.01.

"Excess Customer Deposit Amount" means, at any time, the amount by which (a) the aggregate Customer Deposits at such time exceeds (b) the product of (i) Excess Customer Deposit Percentage at such time and (ii) the Net Receivables Pool Balance at such time (before deducting such Excess Customer Deposit Amount).

"Excess Customer Deposit Percentage" means (i) 15% at any time that the Debt Ratings of NiSource are at least BBB- by S&P or at least Baa3 by Moody's and (ii) 0% at all other times; *provided, however,* that if the Debt Ratings of NiSource are either (a) unrated or less than BB+ by S&P or (b) unrated or less than Ba1 by Moody's, the "Excess Customer Deposit Percentage" means 0%.

"Extended Payment Agreement" means an agreement identified by the Servicer pursuant to the Credit and Collection Policy as a "Basic Extended Payment Agreement," an "Equal Extended Payment Agreement," a "Generic Payment Plan" or a "Budget Plus Payment Plan."

"Facility Fee" has the meaning set forth in the Fee Letter.

"Federal Funds Effective Rate" has the meaning specified in the definition of Base Rate.

"Fee Letter" means that certain Fee Letter dated as of May 6, 2019, among the Seller, the Managing Agents and the Administrative Agent, and each other letter agreement between the Seller and any other party hereto purporting to be a "Fee Letter" for purposes hereof, each as amended, restated, supplemented or otherwise modified from time to time.

"Fees" means each of the Facility Fee and Commitment Fee.

"Financial Officer" of any Person means, the chief financial officer, principal accounting officer, treasurer or assistant treasurer of such Person.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Group Purchase Limit" means, for each Purchaser Group, the sum of the Commitments of the Bank Purchasers in such Purchaser Group.

"Guarantee" means, as to any Person, any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), *provided* that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Incipient Event of Termination" means an event that but for the giving of notice or the lapse of time, or both, would constitute an Event of Termination.

"Indemnified Amounts" has the meaning specified in Section 9.01.

"Indemnified Party" has the meaning specified in Section 9.01.

"Investor Rate" means, for any Settlement Period for any Receivable Interest held by any Conduit Purchaser: (a) if such Conduit Purchaser is Liberty Street Funding LLC, the Assignee

Rate; (b) to the extent such Conduit Purchaser (other than Liberty Street Funding LLC) funds such Receivable Interest for such Settlement Period by issuing commercial paper, the CP Rate; and (c) to the extent such Conduit Purchaser (other than Liberty Street Funding LLC) funds such Receivable Interest for such Settlement Period other than by issuing commercial paper, the Assignee Rate; *provided,* that at all times following the occurrence and during the continuation of an Event of Termination, the Investor Rate shall be an interest rate per annum equal to the Base Rate in effect from time to time plus 2.50%.

"Involuntary Bankruptcy Event" means the occurrence of an event that, but for the giving of notice or the lapse of time, or both, would constitute an Event of Termination of the type described in Section 7.01(f).

"IRC" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

"Joinder Agreement" means a joinder agreement, substantially in the form of Annex H attached hereto, pursuant to which a new Purchaser Group becomes party to this Agreement.

"Liquidation Day" means, for any Receivable Interest, (i) each day during a Settlement Period for such Receivable Interest on which the conditions set forth in Section 3.02 are not satisfied (and such failure of conditions is not waived by the Administrative Agent and the Required Managing Agents), and (ii) each day which occurs on or after the Termination Date.

"Liquidation Period" means the period commencing on the Termination Date and ending on the date on which no Capital of or Yield on any Receivable Interest shall be outstanding and all other Seller Obligations shall be paid in full.

"Liquidity Asset Purchase Agreement" means any secondary market agreement, liquidity asset purchase agreement or other liquidity agreement entered into by any Bank Purchaser for the benefit of any Conduit Purchaser, to the extent relating to the sale or transfer of interests in, or other financing of, Receivable Interests.

"Lock-Box" means each locked post office box to which Obligors remit Collections.

"Lock-Box Event" means (i) the withdrawal of NiSource's Debt Rating by either S&P or Moody's, or (ii) the downgrade of NiSource's Debt Rating below (x) BBB- by S&P or (y) Baa3 by Moody's.

"Loss Horizon Ratio" means, as of any date, a ratio computed as of the last day of each calendar month by dividing (i) the aggregate Original Balance of all Receivables created or acquired by the Originator during the four most recently ended calendar months by (ii) Net Receivables Pool Balance as of the last day of the most recently ended calendar month.

"Loss-to-Liquidation Ratio" means, for any calendar month, a ratio (expressed as a percentage) computed as of the last day of such calendar month by dividing (i) the aggregate

Outstanding Balance of all Pool Receivables that were written off during such calendar month by (ii) the aggregate amount of Collections received during such calendar month.

"Loss Reserve Percentage" means, on any date, the greater of (i) the Dynamic Loss Reserve Percentage, and (ii) 10.0%.

"Managing Agent" means, as to any Purchaser Group, each of the Persons listed on Schedule I hereto as a "Managing Agent" for such Purchaser Group, or in any Assignment and Acceptance or Joinder Agreement as a "Managing Agent" for the applicable Purchaser Group, together with its respective successors and permitted assigns.

"Match Funded Conduit Purchaser" means any Conduit Purchaser that, on or after the date hereof, notifies the Seller, the Servicer and the Administrative Agent in writing that it is funding its Capital (or a portion thereof) with commercial paper issued by it, or for its benefit, in specified CP Tranches selected by its Managing Agent, and that, in each case, has not subsequently notified the Seller, the Servicer and the Administrative Agent in writing that it will no longer be funding its Capital through specific CP Tranches (at which time such Conduit Purchaser shall be a Pool Funded Conduit Purchaser).

"Material Adverse Effect" means a material adverse effect on (i) the ability of any Transaction Party to perform its obligations under any Transaction Document, (ii) the legality, validity or enforceability of this Agreement or any other Transaction Document, (iii) any Purchaser's, any Managing Agent's or the Administrative Agent's interest in the Receivables generally or in any material portion of the Receivables, the Related Security or the Collections with respect thereto, or (iv) the collectibility of the Receivables generally or of any material portion of the Receivables.

"Miscellaneous Receivable" means a Receivable of the type listed on Annex J or of such other type as provided in a written notice from the Seller to the Administrative Agent.

"Monthly Report" means a report in substantially the form of, and containing the information described in, Annex E-1, and such additional information as the Administrative Agent or any Managing Agent may reasonably request from time to time, duly completed and furnished by the Servicer to the Administrative Agent and each Managing Agent pursuant to Section 6.02(g).

"Moody's" means Moody's Investors Service, Inc.

"Net Receivables Pool Balance" means, at any time, the aggregate Outstanding Balance of Pool Receivables that are Eligible Receivables reduced by the sum, without duplication, of (i) the aggregate amount by which the Outstanding Balance of Eligible Receivables of each Obligor (treating each Obligor and its Affiliates as if they were a single Obligor) exceeds the Concentration Limit for such Obligor and (ii) the Excess Customer Deposit Amount at such time.

"NiSource" means NiSource Inc., a Delaware corporation.

"NiSource Change of Control" means (a) any "person" or "group" within the meaning of Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended, shall become the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of more than 50% of the then outstanding voting Capital Stock of NiSource, (b) Continuing Directors shall cease to constitute at least a majority of the directors constituting the board of directors of NiSource, (c) a consolidation or merger of NiSource shall occur after which the holders of the outstanding voting Capital Stock of NiSource immediately prior thereto hold less than 50% of the outstanding voting Capital Stock of the surviving entity; (d) more than 50% of the outstanding voting Capital Stock of NiSource shall be transferred to an entity of which NiSource owns less than 50% of the outstanding voting Capital Stock; (e) there shall occur a sale of all or substantially all of the assets of NiSource; or (f) Columbia Gas of Pennsylvania shall cease to be a Wholly-Owned Subsidiary of NiSource.

For purposes of the definition of "NiSource Change of Control" the following capitalized terms shall have the following meanings: (I) *"Capital Stock"* means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person other than a corporation (including, but not limited to, all common stock and preferred stock and partnership, membership and joint venture interests in a Person), and any and all warrants, rights or options to purchase any of the foregoing; (II) *"Continuing Directors"* means (a) all members of the board of directors of NiSource who have held office continually since the date hereof, and (b) all members of the board of directors of NiSource who were elected as directors after the date hereof and whose nomination for election was approved by a vote of at least 50% of the Continuing Directors; and (III) *"Wholly-Owned Subsidiary"* means, with respect to any Person, any corporation or other entity of which all of the outstanding shares of stock or other ownership interests in which, other than directors' qualifying shares (or the equivalent thereof), are at the time directly or indirectly owned or controlled by such Person or one or more of the Subsidiaries of such Person.

"NiSource Entity" means, individually, and "NiSource Entities" means, collectively, NiSource and each of its Affiliates.

"Non-Defaulted Receivable" means any Receivable that is not a Defaulted Receivable.

"Obligor" means a Person obligated to make payments pursuant to a Contract in respect of a Receivable.

"Original Balance" means, with respect to any Receivable, the Outstanding Balance of such Receivable on the date it was generated or acquired by the Originator.

"Originator" means Columbia Gas of Pennsylvania.

"Other Companies" means, collectively, the Originator and all of its Subsidiaries and Affiliates except the Seller.

"Other Taxes" has the meaning specified in Section 2.09(b).

"Outstanding Balance" means, for any Receivable, the unpaid principal amount thereof, it being acknowledged and agreed that the current amount invoiced to an Obligor may not reflect the Outstanding Balance of the Receivable from such Obligor because (a) such invoiced amount may not cover all of the goods or services provided to such Obligor, and (b) in the case of an Obligor under a Balanced Payment Plan, such invoiced amount may constitute, in whole or in part, a bill for goods or services not yet provided by the Originator.

"Percent of Income Plan" means a payment plan (such as *"CAP"*) approved by the Pennsylvania Public Utility Commission under which low income utility customers pay a percentage of their income toward their utility bills.

"Percentage" means, with respect to any Bank Purchaser in any Purchaser Group, a percentage equal to the Commitment of such Bank Purchaser divided by the aggregate Commitments of all Bank Purchasers in such Purchaser Group; *provided, however,* that from and after the date of termination of the Commitments, "Percentage" shall be based on the Commitments of such Bank Purchasers immediately prior to such termination.

"Performance Guaranty" means that certain Performance Undertaking dated as of March 15, 2010, executed by NiSource in favor of the Administrative Agent, for the benefit of the Administrative Agent, the Managing Agents and the Purchasers, as amended, restated, supplemented or otherwise modified from time to time.

"Periodic Term SOFR Determination Day" has the meaning assigned to such term in the definition of *"Term SOFR."*

"Permitted Lien" means any lien (a) for taxes, assessments and governmental charges or levies that in each case are either (i) not yet due or (ii) being contested in good faith and by appropriate proceedings and for which adequate reserves determined in accordance with generally accepted accounting principles have been established and compliance with the obligation that is the subject of such contest is effectively stayed during such challenge, (b) of a collecting bank in the ordinary course of processing items for collection and (c) solely in the case of Choice Marketer Receivables which are not Eligible Receivables, liens on such Choice Marketer Receivables created by or through the related Choice Marketer.

"Person" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"Pool Funded Conduit Purchaser" means each Conduit Purchaser that is not a Match Funded Conduit Purchaser.

"Pool Receivable" means any Receivable which has been acquired by the Seller from the Originator pursuant to the Sale Agreement.

"Portfolio Turnover" means, for any calendar month, a number of days obtained by multiplying (i) a fraction, the numerator of which is equal to the aggregate Outstanding Balance

of all Pool Receivables as of the last day of such calendar month and the denominator of which is equal to the aggregate amount of Collections of Pool Receivables received during such month, times (ii) 30.

"Prime Rate" has the meaning specified in the definition of Base Rate.

"Pro Rata Share" means, for each Purchaser Group, a percentage equal to (i) the aggregate Commitments of the Bank Purchasers in such Purchaser Group, divided by (ii) the Program Limit, adjusted as necessary to give effect to the application of the terms of Article XI; *provided, however,* that from and after the termination of the Commitments, "Pro Rata Share" for each Purchaser Group shall mean a percentage equal to (x) the Capital of all Purchasers in such Purchaser Group divided by (y) Aggregate Capital.

"Program Limit" means, at any time, (r) during the period from February 19 of any calendar year to April 18 of such calendar year, [$140,000,000]; (s) during the period from April 19 of any calendar year to May 18 of such calendar year, $85,000,000; (t) during the period from May 19 of any calendar year to June 18 of such calendar year, $50,000,000; (u) during the period from June 19 of any calendar year to July 18 of such calendar year, $35,000,000; (v) during the period from July 19 of any calendar year to October 18 of such calendar year, $20,000,000; (w) during the period from October 19 of any calendar year to November 18 of such calendar year, $25,000,000; (x) during the period from November 19 of any calendar year to December 18 of such calendar year, $35,000,000, (y) during the period from December 19 of any calendar year to January 18 of the immediately succeeding calendar year, $75,000,000; and (z) during the period from January 19 of any calendar year to February 18, $110,000,000. References to the unused portion of the Program Limit shall mean, at any time, the Program Limit (as then reduced pursuant to Section 2.01(b)), minus the aggregate outstanding Capital of all Receivable Interests under this Agreement. The *"Program Limit"* shall not exceed [$140,000,000].

"Purchase Notice" means a notice delivered by the Seller to each Managing Agent in substantially the form of Annex G hereto.

"Purchaser Group" means a group composed of a Managing Agent, the related Conduit Purchasers (if any) and the related Bank Purchasers.

"Purchasers" means, collectively, the Conduit Purchasers and the Bank Purchasers.

"Receivable" means the indebtedness and other obligations of any Obligor to pay for natural gas, natural gas power or natural gas transport service or other energy products, merchandise, goods or services provided by (i) the Originator under a Contract or (ii) a Choice Marketer under the Originator's "Choice Service" program, in each case, whether billed or unbilled, including the right to payment of any interest or finance charges, late payment charges, delinquency charges, extension or collection fees and all other obligations of such Obligor with respect thereto, and including 100% of the amount invoiced to any Obligor after the Termination Date if any portion of the goods or services covered by such invoice were provided on or prior to the Termination Date; *provided, however,* that any Receivable repurchased by the Originator pursuant to Section 2.04 of the Sale Agreement shall thereafter cease to be considered a

Receivable. The term "Receivable" shall not include any indebtedness or other obligation of any Person created under a Percent of Income Plan.

"Receivable Interest" means, at any time, an undivided percentage ownership interest in (i) all then outstanding Pool Receivables arising prior to the time of the most recent computation or recomputation of such undivided percentage interest pursuant to Section 2.03, (ii) all Related Security with respect to such Pool Receivables, and (iii) all Collections with respect to, and other proceeds of, such Pool Receivables. Such undivided percentage interest shall be computed at the times and in the manner specified in Section 2.03 as:

$$\frac{C}{NRPB\text{-}TR}$$

where:

C	=	the Capital of such Receivable Interest at the time of computation
TR	=	the Total Reserves at the time of computation
NRPB	=	the Net Receivables Pool Balance at the time of computation

Each Receivable Interest shall be determined from time to time pursuant to the provisions of Section 2.03. Notwithstanding the foregoing, during the Liquidation Period, (i) the sum of all Receivable Interests shall be equal to 100% and (ii) each Receivable Interest shall be calculated as the percentage equivalent of a fraction, the numerator of which is the Capital of such Receivable Interest, and the denominator of which is equal to the aggregate Capital of all Receivable Interests.

"Reference Bank" means Scotia, its successors and/or assigns.

"Related Security" means with respect to any Receivable:

(i) all of the Seller's interest in any merchandise or goods (including returned merchandise or goods), if any, relating to any sale giving rise to such Receivable;

(ii) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all financing statements authorized by an Obligor describing any collateral securing such Receivable;

(iii) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to the Contract related to such Receivable or otherwise;

(iv) all other books, records and other information (including, without limitation, computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Receivable and the related Obligor;

(v) all of the Seller's right, title and interest in and to all invoices or other agreements or documents that evidence, secure or otherwise relate to such Receivable;

(vi) all of the Seller's right, title and interest in, to and under the Sale Agreement; and

(vii) with respect to each Choice Marketer Receivable, all of the Seller's right, title and interest in, to and under (i) the related Choice Marketer Purchase Agreement and the related Choice Marketer Security Agreement or (ii) the related Revised Choice Marketer Purchase Agreement, as the case may be.

"Required Managing Agents" means the Managing Agents of the Purchaser Groups which include Bank Purchasers with Commitments equal to or in excess of 66-2/3% of the aggregate of all Commitments.

"Retail Service Payments" means amounts paid by Obligors in respect of retail services performed by Persons other than the Originator but which are billed on invoices generated by the Originator.

"Revised Choice Marketer Purchase Agreement" means an accounts receivable purchase agreement between the Originator and a Choice Marketer in substantially the form of Annex I-3 (or such other form of agreement reasonably satisfactory to the Administrative Agent).

"S&P" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc.

"Sale Agreement" means the Receivables Sale Agreement dated as of March 15, 2010 between the Seller and the Originator, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions, including, without limitation, on March 20, 2015, Cuba, Burma (Myanmar), Iran, North Korea, Sudan and Syria.

"Sanctioned Person" means, at any time, (a) any Person currently the subject or the target of any Sanctions, including any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, and (b) any Person controlled by any such Person.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time (a) by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department, the U.S. Department of Commerce or the U.S. Department of the Treasury, or (b) by any other relevant sanctions authority, including the U.S. and Canada.

"Scheduled Commitment Termination Date" means May 2, 2023, as such date may be extended in accordance with Section 11.02.

"Scotia" has the meaning specified in the preamble hereto.

"SEC" means the Securities and Exchange Commission.

"Seller" has the meaning specified in the preamble.

"Seller Obligations" means all present and future indebtedness and other liabilities and obligations (howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due) of the Seller to any Purchaser, the Administrative Agent, any Managing Agent and/or any other Person, arising under or in connection with this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby, and shall include, without limitation, all Capital, Yield, Fees and Servicer Fees, Broken Funding Costs and all other amounts due or to become due under the Transaction Documents (whether in respect of fees, expenses, indemnifications or otherwise), including, without limitation, interest, fees and other obligations that accrue after the commencement of any bankruptcy, insolvency or similar proceeding with respect to any Transaction Party (in each case whether or not allowed as a claim in such proceeding).

"Seller's Account" means account number 1028877589 of the Seller maintained at the office of PNC Bank, National Association, ABA #043000096, or such other account as the Seller shall designate in writing to the Administrative Agent and the Managing Agents from time to time.

"Servicer" means at any time the Person then authorized pursuant to Section 6.01 to administer and collect Receivables.

"Servicer Default" means the occurrence of either of the following events: (i) an Involuntary Bankruptcy Event or (ii) an Event of Termination.

"Servicer Fee" has the meaning specified in Section 2.05.

"Servicer Fee Rate" means the rate per annum determined in accordance with Section 2.05.

"Settlement Date" means, for any Receivable Interest, (i) the nineteenth (19th) day of each calendar month (or if such day is not a Business Day, the next succeeding Business Day), and (ii) each other day specified by the Administrative Agent from time to time.

"Settlement Period" means, with respect to any Settlement Date for any Receivable Interest, the calendar month ending immediately prior to such Settlement Date; *provided, however,* that in the case of the initial Settlement Period for any Receivable Interest, such Settlement Period shall commence on the day of the purchase of such Receivable Interest and end on the last day of the calendar month in which such purchase occurs.

"Short-Term Debt Rating" means, for any Person, the rating by S&P or Moody's of such Person's short-term public senior unsecured non-credit-enhanced debt.

"SOFR" means, with respect to any U.S. Government Securities Business Day, a rate per annum equal to the secured overnight financing rate for such U.S. Government Securities Business Day published by the SOFR Administrator on the SOFR Administrator's Website on the immediately succeeding U.S. Government Securities Business Day.

"SOFR Adjustment" has the meaning set forth in the Fee Letter.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Rate Day" has the meaning set forth in the definition of "Daily Simple SOFR."

"SOFR Unavailability Condition" means, at any time and with respect to any Purchaser, that any one or more of the following conditions or events exists or has occurred and is continuing: (i) Adjusted Term SOFR cannot be determined for any reason, or (ii) it shall become unlawful for any Purchaser to determine the Yield on its Capital based on Adjusted Term SOFR.

"Stress Factor" means 2.25.

"Sub-Agent" means any Person acting as the agent of any Transaction Party for the purpose of accepting Collections from Obligors (*e.g.,* Western Union), excluding however, agents engaged solely for the purpose of collecting past-due accounts.

"Subsidiary" means, with respect to any Person, any corporation or other entity of which securities having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person, or one or more Subsidiaries, or by such Person and one or more Subsidiaries.

"Tangible Net Worth" means at any time with respect to the Seller, the shareholders equity of the Seller.

"Taxes" has the meaning specified in Section 2.09(a).

"Term SOFR" means, (a) for any calculation with respect to a SOFR Receivable Interest, the Term SOFR Reference Rate for a tenor comparable to the applicable Settlement Period on the day (such day, the *"Periodic Term SOFR Determination Day"*) that is two (2) U.S. Government Securities Business Days prior to the first day of such Settlement Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on

the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and (b) for any calculation with respect to a Base Rate Receivable Interest on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the *"Base Rate Term SOFR Determination Day"*) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

"Term SOFR Administrator" means the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Receivable Interest" means a Receivable Interest that accrues Yield at a rate based on Term SOFR, other than pursuant to the definition of *"Base Rate."*

"Term SOFR Reference Rate" means the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR.

"Termination Date" means the earliest of (a) the Scheduled Commitment Termination Date, (b) the date determined pursuant to Section 7.01, and (c) the date the Program Limit reduces to zero pursuant to Section 2.01(b).

"Three-Month Default Ratio" means, as of the last day of any calendar month, the average of the Default Ratios for such month and the two (2) immediately preceding calendar months.

"Three-Month Dilution Ratio" means, as of the last day of any calendar month, the average of the Dilution Ratios for such month and the two (2) immediately preceding calendar months.

"Three-Month Loss-to-Liquidation Ratio" means, as of the last day of any calendar month, the average of the Loss-to-Liquidation Ratios for such month and the two (2) immediately preceding calendar months.

"Total Reserves" means an amount equal to:

(YR%+ LR%+ DR%) x NRPB

where:

YR% = the Yield Reserve Percentage at the time of computation

LR% = the Loss Reserve Percentage at the time of computation

DR% = the Dilution Reserve Percentage at the time of computation

NRPB = the Net Receivables Pool Balance at the time of computation

"Tranche" means the portion of the Capital allocated to the purchase of a Receivable Interest by a Conduit Purchaser, including a purchase funded by the issuance of commercial paper notes by such Conduit Purchaser, or by a Bank Purchaser.

"Transaction Documents" means this Agreement, the Sale Agreement, the Fee Letter, the Performance Guaranty, the Blocked Account Agreements, each Monthly Report, each Daily Report, the certificate or articles of incorporation and by-laws of the Seller and all amendments, waivers and other agreements executed and delivered pursuant hereto or thereto to which a Transaction Party is a party.

"Transaction Party" means any of the Seller, the Originator, NiSource or the Servicer.

"UCC" means the Uniform Commercial Code as from time to time in effect in the specified jurisdiction.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Yield" means the aggregate amount for the Conduit Purchasers and the Bank Purchasers of the following:

(i) for each Receivable Interest held by a Conduit Purchaser for any Settlement Period:

(IR x C x ED)/360 + BFC

(ii) for each Receivable Interest held by a Bank Purchasers for any Settlement Period:

$$(AR \times C \times ED)/360 + BFC$$

where:

AR	=	the Assignee Rate for such Receivable Interest for such Settlement Period
IR	=	the Investor Rate for such Receivable Interest for such Settlement Period
C	=	the Capital of such Receivable Interest during such Settlement Period
ED	=	the actual number of days elapsed during such Settlement Period
BFC	=	the Broken Funding Costs, if any, for such Receivable Interest for such Settlement Period

provided, that no provision of this Agreement shall require the payment or permit the collection of Yield in excess of the maximum permitted by applicable law; and *provided, further,* that Yield for any Receivable Interest shall not be considered paid by any distribution to the extent that at any time all or a portion of such distribution is rescinded or must otherwise be returned for any reason.

"Yield Reserve Percentage" means, on any date, a percentage equal to

$$(BR + 2.50\% + SFR)/360 \times 1.5 \times PT$$

where:

BR	=	the Base Rate in effect on such date, expressed as a rate per annum
SFR	=	the Servicer Fee Rate in effect on such date, expressed as a rate per annum
PT	=	the Portfolio Turnover, expressed as a number of days, calculated as of the end of calendar month most recently ended

Section 1.02. Other Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles. All terms used in Article 9 of the UCC in the State of New York, as in effect on the date hereof and not specifically defined herein, are used herein as defined in such Article 9.

Unless otherwise expressly indicated, all references herein to "Article," "Section," "Schedule" or "Annex" shall mean articles and sections of, and schedules and annexes to, this Agreement. Except as otherwise specified herein or as the context may otherwise require: (i) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision; (ii) the word "including" and correlative words shall be deemed to be followed by the phrase "without limitation" unless actually followed by such phrase or a phrase of like import; (iii) the word "or" is used inclusively herein (for example, the phrase "A or B" means "A or B or both," not "either A or B but not both"); (iv) references to a Person are references to such Person's successors and assigns; (v) references to an agreement or other document are to it as amended, supplemented, restated and otherwise modified from time to time and to any successor document; and (vi) references to a statute, regulation or other government rule are to it as amended from time to time and, as applicable, are to corresponding provisions of successor governmental rules.

ARTICLE II

AMOUNTS AND TERMS OF THE PURCHASES

Section 2.01. Purchase Facility. (a) On the terms and conditions hereinafter set forth, Seller shall sell and assign Receivable Interests to the Purchasers. In accordance with the terms and conditions set forth herein, each Conduit Purchaser may, in its sole discretion, and if and to the extent any Conduit Purchaser does not make a purchase, the Bank Purchasers in such Conduit's Purchaser Group shall, purchase their Purchaser Group's Pro Rata Share of such Receivable Interests from the Seller from time to time during the period from the date hereof to the Termination Date; *provided, however,* that notwithstanding any provision hereof to the contrary (i) under no circumstances shall any Conduit Purchaser make any purchase under this Agreement if, after giving effect to such purchase, the aggregate outstanding Capital of all Receivable Interests purchased by the Purchasers in its Purchaser Group would exceed its Purchaser Group's Pro Rata Share of the Program Limit; (ii) under no circumstances shall a Bank Purchaser be obligated to make any purchase under this Agreement if, after giving effect to such purchase, the aggregate outstanding Capital of the Receivable Interests purchased by it would exceed (x) the lesser of (1) its Percentage of its Purchaser Group's Pro Rata Share of the Capital thereof and (2) its unused Commitment less (y) the aggregate outstanding portion of Capital held by the Conduit Purchasers in its Purchaser Group (whether or not any portion thereof has been assigned to such Bank Purchaser pursuant to a Liquidity Asset Purchase Agreement) determined after giving effect to any reductions of the Capital held by such Conduit Purchasers to be made on the date of such purchase from the proceeds of purchases by the Bank Purchasers in its Purchaser Group; and (iii) no Purchaser shall make purchases under this Agreement at any time in an amount which would, after giving effect to all other purchases on such date, exceed the lesser of (x) the Program Limit less the Aggregate Capital and (y) the Net Receivables Pool Balance (after giving effect to all other purchases of Receivables to occur on such date) less Total Reserves.

(b) If the Seller determines that the facility provided for in this Agreement exceeds its funding needs, the Seller may, upon at least sixty (60) days' notice to the Administrative Agent and each Managing Agent, terminate in whole or reduce in part the unused portion of the Program Limit; *provided* that each partial reduction of the Program Limit shall be in the amount of at least

$1,000,000 or an integral multiple thereof. Upon any reduction of the Program Limit, the Group Purchase Limits shall be permanently reduced by a corresponding amount (ratably among the Purchaser Groups in accordance with their respective Pro Rata Shares) and the Commitments of each Bank Purchaser in each Purchaser Group shall be reduced ratably in accordance with their respective Percentages.

(c) Until the Termination Date, the Collections attributable to each Receivable Interest shall be automatically reinvested pursuant to (and subject to the priority of payments set forth in) Section 2.04 in additional undivided percentage interests in the Receivables by making an appropriate readjustment of such Receivable Interest.

Section 2.02. Making Purchases. (a) The Seller shall provide each Managing Agent with a Purchase Notice at least one (1) Business Day prior to each purchase of a Receivable Interest by the Purchasers (and each Managing Agent shall promptly forward such Purchase Notice to the Purchasers in its Purchaser Group). Each Purchase Notice shall specify (i) the amount requested to be paid to the Seller (such amount, which shall not be less than $1,000,000, being referred to herein as the initial "Capital" of the Receivable Interest then being purchased), (ii) the date of such purchase (which shall be a Business Day) and (iii) if the Assignee Rate is to apply to such Receivable Interest, whether the Yield for the Settlement Period for such Receivable Interest is calculated based on the Adjusted Term SOFR or the Base Rate. Each Conduit Purchaser shall promptly notify the Seller, its Managing Agent and the Administrative Agent whether it has determined to make the requested purchase on the terms specified by the Seller.

If any Conduit Purchaser has determined not to make the entire amount of a proposed purchase, its Managing Agent shall promptly send notice of the proposed purchase to each of the Bank Purchasers in its Purchaser Group concurrently by telecopier, telex or cable specifying the date of such purchase, the aggregate amount of Capital of the Receivable Interest being purchased by such Bank Purchaser (which amount shall be, subject to clause (e) below, equal to such Bank Purchaser's Percentage of the portion of the purchase price not funded by the Conduit Purchasers in its Purchaser Group) and whether the Yield for the Settlement Period for such Receivable Interest is calculated based on the Adjusted Term SOFR or the Base Rate.

(b) On the date of each purchase of a Receivable Interest, the Conduit Purchasers and/or the Bank Purchasers of each Purchaser Group shall, upon satisfaction of the applicable conditions set forth in Article III, make available to the Seller, in the Seller's Account in same day funds, an aggregate amount equal to such Purchaser Group's Pro Rata Share of the initial Capital of such Receivable Interest.

(c) Effective on the date of each purchase pursuant to this Section 2.02 and each reinvestment pursuant to Section 2.04, the Seller hereby sells and assigns to the Administrative Agent, for the benefit of the Purchaser(s) making such purchase or reinvestment, an undivided percentage ownership interest, to the extent of the Receivable Interest then being purchased or in respect of which the reinvestment is being made, in each Receivable then existing and in the Related Security and Collections with respect thereto.

Section 2.03. Receivable Interest Computation. Each Receivable Interest shall be initially computed on its date of purchase. Thereafter until the Termination Date, each such Receivable Interest shall be automatically recomputed (or deemed to be recomputed) on each day other than a Liquidation Day. During the Liquidation Period, each Receivable Interest shall be calculated as set forth in the last sentence of the definition of "Receivable Interest" and such Receivable Interest as so calculated shall remain constant. Each Receivable Interest shall be reduced to zero when Capital thereof and Yield thereon shall have been paid in full, and all Fees and other Seller Obligations are indefeasibly paid in full.

Section 2.04. Settlement Procedures. (a) Except as otherwise herein provided, Collection of the Receivables shall be administered by the Servicer in accordance with the terms of Article VI of this Agreement and this Section 2.04. The Seller shall provide to the Servicer on a timely basis all information needed for such administration, including notice of the occurrence of any Liquidation Day and current computations of each Receivable Interest.

(b) On each Deposit Date, the Servicer shall apply all Collections deposited in any Blocked Account or received by the Servicer on such Deposit Date in the following order and priority:

(i) set aside and hold in trust for the Administrative Agent and each Managing Agent an amount equal to the Seller Obligations owing to the Administrative Agent and the Managing Agents in respect of costs and expenses incurred in connection with the enforcement of any Transaction Document or the collection of any amounts due thereunder;

(ii) set aside and hold in trust for the Purchasers and the Administrative Agent an amount equal to the aggregate Yield, Fees and Servicer Fee (to the extent payable by the Purchasers under Section 2.05) accrued through such day for all Receivable Interests and not previously set aside, such amount to be allocated among the Purchasers and the Administrative Agent ratably in accordance with the proportion of such amounts payable to (or, in the case of the Servicer Fee, payable by) each such Person;

(iii) if the Aggregate Capital exceeds the Program Limit, set aside and hold in trust for the Purchasers an amount equal to the amount of such excess;

(iv) if the sum of the Receivable Interests are greater than 100%, set aside and hold in trust for the Purchasers an amount equal to the amount of such excess;

(v) with respect to each Receivable Interest, if such day is not a Liquidation Day, reinvest with the Seller on behalf of the Purchasers the percentage of such Collections represented by such Receivable Interest, by recomputation of such Receivable Interest pursuant to Section 2.03;

(vi) if such day is a Liquidation Day, set aside and hold in trust for the Purchasers an amount equal to the lesser of (A) all of the remaining Collections and (B) the Aggregate Capital of the Receivable Interests; *provided* that if amounts are set aside and

held in trust on any Liquidation Day occurring prior to the Termination Date, and thereafter prior to the next Settlement Date the conditions set forth in Section 3.02 are satisfied or waived by the Managing Agents, such previously set aside amounts shall, to the extent not previously distributed pursuant to Section 2.04(c), be reinvested in accordance with the preceding subsection (v) on the day of such subsequent satisfaction or waiver of conditions;

(vii) if any Seller Obligations (other than Yield, Fees, Servicer Fees and Capital) are then due and payable by the Seller to any Indemnified Party, pay to each such Indemnified Party (ratably in accordance with the amounts owing to each) the Seller Obligations so due and payable until such Seller Obligations have been reduced to zero;

(viii) pay to the Servicer the portion (if any) of the accrued and unpaid Servicer Fee payable by the Seller pursuant to Section 2.05; and

(ix) release to the Seller any remaining Collections.

Collections applied to the payment of Seller Obligations shall be allocated in accordance with the aforementioned provisions, and, giving effect to each of the priorities set forth in Section 2.04(b) above, shall be allocable ratably (within each priority) among the Administrative Agent, the Managing Agents and the Purchasers in accordance with (x) the Pro Rata Share of each related Purchaser Group, as among the Managing Agents, (y) the Percentage of each Purchaser, as among the Purchasers, and (z) the amount of such Seller Obligations owing to each of them as a share of the aggregate Seller Obligations owing in respect of each such priority, as among all of them.

(c) On or before each Settlement Date, the Servicer shall pay to (x) each Managing Agent all Collections set aside for such Managing Agent and the Purchasers in such Managing Agent's Purchaser Group and (y) the Administrative Agent all Collections set aside for the Administrative Agent, in each case, pursuant to clauses (i), (ii), (iii), (iv) or (vi) of Section 2.04(b) (excluding, if such Settlement Date is not a Liquidation Day, any amounts set aside on account of accrued Servicer Fee, which amounts shall be retained by the Servicer for its own account in payment of such Servicer Fee). On or promptly after each Settlement Date, each Managing Agent shall distribute the funds received by it from the Servicer on such Settlement Date in the following order:

(i) *first,* pro rata to each of the Purchasers in such Managing Agent's Purchaser Group in payment of all accrued Yield and Fees then due and payable to each of them;

(ii) *second,* if the Aggregate Capital as of the related Settlement Date exceeds the Program Limit, to each of the Purchasers in such Managing Agent's Purchaser Group in payment of Capital until the sum of the Capital held by all Purchasers in such Managing Agent's Purchaser Group has been reduced to such Purchaser Group's Pro Rata Share of the Program Limit;

(iii) *third,* if such distribution occurs on a Liquidation Day, to each of the Purchasers in such Managing Agent's Purchaser Group in payment of Capital (x) until the sum of the Receivable Interests has been reduced to 100% (if such distribution occurs prior

to the Termination Date), or (y) until the Capital of all Receivable Interests has been reduced to zero (if such distribution occurs on or after to the Termination Date);

(iv) *fourth,* pro rata to such Managing Agent and to each of the Purchasers in such Managing Agent's Purchaser Group in payment of all other Seller Obligations payable to such Purchasers and such Managing Agent until such Seller Obligations have been reduced to zero; and

(v) *fifth,* if such distribution occurs on a Liquidation Day, to the Servicer in payment in full of the accrued and unpaid Servicer Fee payable by the Purchasers in such Managing Agent's Purchaser Group pursuant to Section 2.05.

After the Capital, Yield, Fees and Servicer Fee with respect to each Receivable Interest held by the Purchasers, and all other Seller Obligations held by or owing to the Purchasers, have been paid in full, all additional Collections with respect to each such Receivable Interest shall be paid to the Seller for its own account.

(d) For the purposes of this Section 2.04:

(i) if on any day any Pool Receivable (or portion thereof) becomes a Diluted Receivable, the Seller shall be deemed to have received on such day a Collection of such Pool Receivable in an amount equal to the Outstanding Balance of such Pool Receivable (or portion thereof);

(ii) if on any day any of the representations or warranties contained in Section 4.01(h) is no longer true with respect to any Receivable, the Seller shall be deemed to have received on such day a Collection of such Receivable in full;

(iii) except as otherwise required by applicable law or the relevant Contract, or as otherwise specified by such Obligor, any payment received from an Obligor of any Receivables shall be applied as a Collection of the Receivables of such Obligor in the order of the age of such Receivables, starting with the oldest such Receivable; and

(iv) if and to the extent the Administrative Agent, any Managing Agent or any Purchaser shall be required for any reason to pay over to an Obligor any amount received on its behalf hereunder, such amount shall be deemed not to have been so received but rather to have been retained by the Seller and, accordingly, the Administrative Agent, such Managing Agent or such Purchaser, as the case may be, shall have a claim against the Seller for such amount, payable when and to the extent that any distribution from or on behalf of such Obligor is made in respect thereof.

(e) No later than three (3) Business Days after the end of each Settlement Period, each Managing Agent shall furnish to the Administrative Agent and the Seller with an invoice setting forth the amount of the accrued and unpaid Yield and Fees for such Settlement Period with respect to Receivable Interests held by the Conduit Purchasers in its Purchaser Group.

Section 2.05. Payment of Servicer Fee. The Servicer shall be entitled to receive a fee (the *"Servicer Fee"*) equal to 0.25% per annum multiplied by the average daily aggregate Outstanding Balance of all Pool Receivables, payable in arrears on each Settlement Date out of Collections available for such purpose pursuant to Section 2.04. Upon three (3) Business Days' notice to the Administrative Agent and the Managing Agents, the Servicer (if not the Originator, the Seller or its designee or an Affiliate of the Seller) may, with the prior written consent of the Administrative Agent, elect to be paid, as such fee, another percentage per annum on the average daily Outstanding Balance of the Receivables. The portion of the Servicer Fee payable by each Purchaser shall be equal to the Servicer Fee Rate multiplied by the average daily Capital of each Receivable Interest owned by such Purchaser, payable on each Settlement Date for such Receivable Interest. Notwithstanding anything herein to the contrary, the Servicer Fee shall be payable only from Collections pursuant to, and subject to the priority of payments set forth in, Section 2.04. To the extent such Collections are not sufficient to pay the Servicer Fee in full, none of the Seller, the Administrative Agent, the Managing Agents or the Purchasers shall have any liability for the deficiency.

Section 2.06. Payments and Computations, Etc. (a) All amounts to be paid by the Seller or the Servicer to the Administrative Agent, any Managing Agent or any Purchaser hereunder shall be paid no later than 11:00 a.m. (New York City time) on the day when due in same day funds to the account designated by the Administrative Agent, such Managing Agent or the Managing Agent of such Purchaser's Purchaser Group, as applicable.

(b) Each of the Seller and the Servicer shall, to the extent permitted by law, pay interest on any amount not paid or deposited by it when due hereunder, at an interest rate per annum equal to 2.50% per annum above the Base Rate, payable on demand.

(c) All computations of interest under subsection (b) above and all computations of Yield, Fees, and other amounts hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first but excluding the last day) elapsed. Whenever any payment or deposit to be made hereunder shall be due on a day other than a Business Day, such payment or deposit shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of such payment or deposit.

Section 2.07. Dividing or Combining Receivable Interests. Either the Seller or (following an Event of Termination or an Involuntary Bankruptcy Event) the Administrative Agent (in consultation with the Managing Agents) may, upon notice to the other party received at least three (3) Business Days prior to the last day of any Settlement Period in the case of the Seller giving notice, or up to the last day of such Settlement Period in the case of the Administrative Agent giving notice, either (i) divide any Receivable Interest into two or more Receivable Interests having aggregate Capital equal to the Capital of such divided Receivable Interest, or (ii) combine any two or more Receivable Interests originating on such last day or having Settlement Periods ending on such last day into a single Receivable Interest having Capital equal to the aggregate of the Capital of such Receivable Interests; *provided, however,* that no Receivable Interest owned by any Conduit Purchaser may be combined with a Receivable Interest owned by any Bank Purchaser.

Section 2.08. Increased Costs. (a) If (i) an Accounting Based Consolidation Event shall have occurred, or (ii) the Administrative Agent, any Conduit Purchaser, any Bank Purchaser, any Managing Agent or any other Person (including any Conduit Support Provider or other bank or other financial institution providing liquidity and/or credit support to any Conduit Purchaser in connection with such Conduit Purchaser's commercial paper program) which enters into a commitment to purchase Receivable Interests or interests therein (each, an *"Affected Person"*) determines that compliance with any change in any law or regulation or any guideline or request or in the interpretation or administration thereof from any central bank or other governmental authority (whether or not having the force of law) otherwise affects or would affect the amount of the capital required or expected to be maintained by such Affected Person and such Affected Person determines that the amount of such capital is increased by or based upon the existence of any commitment to make purchases of or otherwise to maintain the investment in Receivables or interests therein related to this Agreement or to the funding thereof, then, upon demand by such Affected Person (with a copy to the Administrative Agent), the Seller shall pay to the related Managing Agent for the account of such Affected Person (as a third-party beneficiary, in the case of an Affected Person that is not a party to this Agreement), from time to time as specified by such Affected Person, additional amounts sufficient to compensate such Affected Person in the light of such circumstances, to the extent that such Affected Person reasonably determines such increase in capital to be allocable to the existence of any of such commitments.

(b) If, due to either (i) the introduction of or any change in or in the interpretation of any law or regulation or (ii) compliance with any guideline or request from any central bank or other governmental authority (whether or not having the force of law), there shall be any increase in the cost to any Affected Person of agreeing to purchase or purchasing, or maintaining the ownership of Receivable Interests, then, upon demand by such Affected Person (with a copy to the Administrative Agent), the Seller shall pay to the related Managing Agent, for the account of such Affected Person, from time to time as specified by such Affected Person, additional amounts sufficient to compensate such Affected Person for such increased costs.

(c) A certificate of the Affected Person setting forth such amount or amounts (including computation of such amount or amounts) as shall be necessary to compensate the Affected Person as specified in paragraph (a) or (b) above, as the case may be, delivered to the Seller shall be conclusive and binding absent manifest error. Each Affected Person shall designate a different funding office for its purchases with respect to Receivable Interests hereunder if such designation will avoid the need for, or reduce the amount of, compensation pursuant to this Section 2.08 and will not, in the sole opinion of such Affected Person, be disadvantageous to such Affected Person and will not result in any material expense.

(d) Failure on the part of any Affected Person to demand compensation for any increased costs or reduction in amounts received or receivable or reduction in return on capital with respect to any period shall not constitute a waiver of such Affected Person's right to demand compensation with respect to any other period. The protection of this Section shall be available to each Affected Person regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, guideline or other change or condition which shall have occurred or been imposed.

Section 2.09. Taxes. (a) Any and all payments and deposits required to be made hereunder or under any other Transaction Document by the Servicer or the Seller shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding net income taxes that are imposed by the United States and franchise taxes and net income taxes that are imposed on an Affected Person by the state or foreign jurisdiction under the laws of which such Affected Person is organized or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as *"Taxes"*). If the Seller or the Servicer shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to any Affected Person, (i) the Seller shall make an additional payment to such Affected Person, in an amount sufficient so that, after making all required deductions (including deductions applicable to additional sums payable under this Section 2.09), such Affected Person receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Seller or the Servicer, as the case may be, shall make such deductions and (iii) the Seller or the Servicer, as the case may be, shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) In addition, the Seller agrees to pay any present or future stamp or other documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or under any other Transaction Document or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Transaction Document (hereinafter referred to as *"Other Taxes"*).

(c) The Seller will indemnify each Affected Person for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section 2.09) paid by such Affected Person and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within thirty (30) days from the date the Affected Person makes written demand therefor (and a copy of such demand shall be delivered to the Administrative Agent). A certificate as to the amount of such indemnification submitted to the Seller and the Administrative Agent by such Affected Person, setting forth, in reasonable detail, the basis for and the calculation thereof, shall be conclusive and binding for all purposes absent manifest error.

(d) Each Affected Person who is organized outside the United States shall, prior to the date hereof (or, in the case of any Person who becomes an Affected Person after the date hereof, prior to the date on which it so becomes an Affected Person), (x) deliver to the Seller and the Administrative Agent such certificates, documents or other evidence, as required by the IRC or Treasury regulations issued pursuant thereto, including Internal Revenue Service Form W-8BEN or Form W-8ECI and any other certificate or statement of exemption required by Treasury Regulation Section 1.1441-1(a) or Section 1.1441-6(c) or any subsequent version thereof, properly completed and duly executed by such Affected Person establishing that such payment is (i) not subject to withholding under the IRC because such payment is effectively connected with the conduct by such Affected Person of a trade or business in the United States or (ii) totally exempt from United States tax under a provision of an applicable tax treaty and (y) upon request of the Seller or the Administrative Agent, and to the extent it may do so under applicable law, furnish

any other government forms which are necessary or required under an applicable tax treaty or otherwise by law to reduce or eliminate any withholding tax. Each such Affected Person that changes its funding office shall promptly notify the Seller and the Administrative Agent of such change and, upon written request from the Seller or the Administrative Agent, shall deliver any new certificates, documents or other evidence required pursuant to the preceding sentence prior to the immediately following due date of any payment by the Seller hereunder. Unless the Seller and the Administrative Agent have received forms or other documents satisfactory to them indicating that payments hereunder are not subject to United States withholding tax, notwithstanding paragraph (a), the Seller or the Administrative Agent shall withhold taxes from such payments at the applicable statutory rate in the case of payments to or for any Affected Person organized under the laws of a jurisdiction outside the United States.

(e) The Seller shall not be required to pay any amounts to any Affected Person in respect of Taxes and Other Taxes pursuant to paragraphs (a), (b) and (c) above if the obligation to pay such amounts would not have arisen but for a failure by such Affected Person to comply with the provisions of paragraph (d) above unless such Affected Person is unable to comply with paragraph (d) because of (i) a change in applicable law, regulation or official interpretation thereof or (ii) an amendment, modification or revocation of any applicable tax treaty or a change in official position regarding the application or interpretation thereof, in each case after the date hereof (or, in the case of any Person who became an Affected Person after the date hereof, after the date on which it so became an Affected Person).

Section 2.10. Liquidity Asset Purchase Agreement Fundings. The parties hereto acknowledge that any Conduit Purchaser may put all or any portion of its Receivable Interests to the Bank Purchasers in its Purchaser Group at any time pursuant such Conduit Purchaser's related Liquidity Asset Purchase Agreement to finance or refinance the necessary portion of its Receivable Interests through a funding under such Liquidity Asset Purchase Agreement to the extent available. The fundings under each Liquidity Asset Purchase Agreement will accrue interest at the Assignee Rate. Regardless of whether a funding of Receivable Interests by any such Bank Purchaser constitutes the direct purchase of a Receivable Interest hereunder, an assignment under the related Liquidity Asset Purchase Agreement of a Receivable Interest originally funded by a Conduit Purchaser or the sale of one or more participations under the related Liquidity Asset Purchase Agreement in a Receivable Interest originally funded by a Conduit Purchaser, each Bank Purchaser participating in a funding of a Receivable Interest shall have the rights and obligations of a "Purchaser" hereunder with the same force and effect as if it had directly purchased such Receivable Interest from Seller hereunder.

Section 2.11. Security Interest. As security for the performance by the Seller of all the terms, covenants and agreements on the part of the Seller (whether as Seller or otherwise) to be performed under this Agreement or any other Transaction Document, including the punctual payment when due of all Seller Obligations, the Seller hereby assigns to the Administrative Agent for its benefit and the ratable benefit of the other Indemnified Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of the other Indemnified Parties, a security interest in, all of the Seller's right, title and interest in and to (A) the Sale Agreement, including, without limitation, (i) all rights of the Seller to receive moneys due or to become due under or pursuant to the Sale Agreement, (ii) all security interests and property subject thereto

from time to time purporting to secure payment of monies due or to become due under or pursuant to the Sale Agreement, (iii) all rights of the Seller to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Sale Agreement, (iv) claims of the Seller for damages arising out of or for breach of or default under the Sale Agreement, and (v) the right of the Seller to compel performance and otherwise exercise all remedies thereunder, (B) all Receivables, whether now owned and existing or hereafter acquired or arising, all Related Security and Collections with respect thereto and all Lock-Boxes and all Blocked Accounts and funds on deposit therein, (C) all other assets of the Seller, whether now owned and existing or hereafter acquired or arising, including, without limitation, all accounts, chattel paper, goods, instruments, investment property, deposit accounts and general intangibles (as those terms are defined in the UCC as in effect on the date hereof in the State of New York), including undivided interests in any of the foregoing, now owned or hereafter acquired by the Seller and not otherwise purchased under this Agreement, and (D) to the extent not included in the foregoing, all proceeds of any and all of the foregoing.

Section 2.12. Replacement of Purchaser Groups. During any time that any Bank Purchaser is a Defaulting Purchaser, the Seller may, upon written notice to such Bank Purchaser, the related Managing Agent and the Administrative Agent, replace such Bank Purchaser and its Purchaser Group by causing such Bank Purchaser and all other Purchasers in such Purchaser Group to assign their respective Commitments, if any, and Receivable Interests (with the assignment fee to be paid by the Seller in such instance) pursuant to Section 11.01(b) to one or more other Purchasers or Eligible Assignees procured by the Seller upon payment in full all Capital, Yield, Fees and other amounts owing to such Purchasers and the Managing Agent in such Purchaser Group through the date of replacement, and the Company shall release all such Purchasers and the Managing Agent of such Purchaser Group from their respective obligations under, and each such Purchaser and the related Managing Agent shall cease to be party to, this Agreement and the other Transaction Documents, if any. Any Purchaser being so replaced shall execute and deliver an Assignment and Assumption with respect to its Commitment, if any, and Receivable Interests.

Section 2.13. Decreases. The Seller shall provide the Administrative Agent and each Managing Agent with prior written notice in the form set forth as Annex K hereto (a *"Reduction Notice"*) of any proposed reduction of the Aggregate Capital at least (i) three (3) Business Days prior to the Proposed Reduction Date, with respect to Term SOFR Receivable Interests, and (ii) one (1) Business Day prior to the Proposed Reduction Date, with respect to all other Receivable Interests. Such Reduction Notice shall designate (i) the date (the *"Proposed Reduction Date"*) upon which any such reduction of the Aggregate Capital shall occur and (ii) the amount by which the Aggregate Capital is to be reduced (the *"Aggregate Reduction"*) which shall be distributed ratably to each Purchaser Group based upon the Capital held by each Purchaser Group and which shall be applied by each Managing Agent ratably to the Receivable Interests of the Purchasers in such Managing Agent's Purchaser Group ratably in accordance with the amount of outstanding Capital owned by such Purchasers. Only one (1) Reduction Notice may be outstanding at any time. No Aggregate Reduction shall be made with funds other than Collections or other funds of the Seller. No Aggregate Reduction shall be made following the occurrence of and during the continuance of an Event of Termination or an Incipient Event of Termination without the prior written consent of the Administrative Agent.

Section 2.14. Effect of Benchmark Transition Event.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Transaction Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Seller may amend this Agreement to replace the current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to each Managing Agent, so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from the Required Managing Agents. No replacement of a Benchmark with a Benchmark Replacement will occur prior to the applicable Benchmark Transition Start Date.

(b) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make, in consultation with the Seller, Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Transaction Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Seller and the Required Managing Agents of (i) any occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date and Benchmark Transition Start Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent, the Seller or Required Managing Agents pursuant to this Section 2.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 2.14.

(d) Benchmark Unavailability Period. Upon the Seller's receipt of notice of the commencement of a Benchmark Unavailability Period, the Seller may revoke any request for a purchase of a Receivable Interest with Yield calculated at the then current Benchmark during any Benchmark Unavailability Period and, if the Seller does not revoke such request, such request will be deemed to have been made as a request for the purchase of a Receivable Interest with Yield, and Yield with respect to all Receivable Interests shall be, calculated at (i) the Federal Funds Effective Rate in effect on such day plus 0.50% for the first 90 days of such Benchmark Unavailability Period, and (ii) the Base Rate thereafter.

(e) Certain Defined Terms. As used in this Section 2.14:

"Benchmark" means, initially, Term SOFR; provided that if a replacement of the Benchmark has occurred pursuant to this Section 2.14, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date: (a) with respect to SOFR Receivable Interests, the sum of Daily Simple SOFR and 0.11448%, or (b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Seller giving due consideration to (x) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (y) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the then current Benchmark and (ii) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

"Benchmark Replacement Adjustment" means the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Seller giving due consideration to any (i) selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then current Benchmark with the Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then current Benchmark with the Unadjusted Benchmark Replacement for U.S. dollar-denominated accounts receivable purchase facilities at such time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest and other administrative matters) that the Administrative Agent, in consultation with the Seller, determines in its reasonable discretion (in a manner consistent with the exercise by the Administrative Agent of such discretion with respect to such types of changes under other accounts receivable purchase facilities where it acts as administrative agent) may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines in its reasonable discretion (in a manner consistent with the exercise by the Administrative Agent of such discretion with respect to such types of changes under

other accounts receivable purchase facilities where it acts as administrative agent) that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent determines in its reasonable discretion (in a manner consistent with the exercise by the Administrative Agent of such discretion with respect to such types of changes under other accounts receivable purchase facilities where it acts as administrative agent) is reasonably necessary in connection with the administration of this Agreement).

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the then current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the then current Benchmark permanently or indefinitely ceases to provide the then current Benchmark; or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of the then current Benchmark announcing that such administrator has ceased or will cease to provide the then current Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the then current Benchmark;

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the then current Benchmark, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the then current Benchmark, a resolution authority with jurisdiction over the administrator for the then current Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the then current Benchmark, which states that the administrator of the then current Benchmark has ceased or will cease to provide the then current Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the then current Benchmark; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the then current Benchmark announcing that the then current Benchmark is no longer representative.

"Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then current Benchmark and solely to the extent that the then current Benchmark has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then current Benchmark for all purposes hereunder in accordance with Section 2.14 and (y) ending at the time that a Benchmark Replacement has replaced the then current Benchmark for all purposes hereunder pursuant to Section 2.14.

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Section 2.15. Compensation for Losses. In the event of (a) the payment of any Capital of any Term SOFR Receivable Interest other than on a Settlement Date, (b) the failure to sell any Receivable Interest or reduce Aggregate Capital on a Proposed Reduction Date, or (c) the assignment of any Term SOFR Receivable Interest other than on a Settlement Date as a result of a request by the Seller, then, in any such event, the Borrower shall, after receipt of a written request by any Purchaser (or its Managing Agent) affected by any such event (which request shall set forth in reasonable detail the basis for requesting such amount), compensate each Purchaser for any actual loss, cost or expense attributable to such event. A certificate of Purchaser (or its Managing Agent) setting forth any amount or amounts that such Purchaser is entitled to receive pursuant to this Section shall be delivered to the Seller and the Servicer and shall be conclusive absent manifest

error. The Seller shall pay such Purchaser the amount shown as due on any such certificate within 10 days after receipt thereof.

ARTICLE III

CONDITIONS OF PURCHASES

Section 3.01. Conditions Precedent to Amendment and Restatement. The effectiveness of this amendment and restatement is subject to the conditions precedent that the Administrative Agent and the Managing Agents shall have received on or before the date of such purchase the following, each (unless otherwise indicated) dated such date, in form and substance satisfactory to the Administrative Agent and the Managing Agents:

(a) Certified copies of the resolutions of the Board of Directors of each Transaction Party approving each Transaction Document to which it is a party and certified copies of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to this Agreement and the other Transaction Documents.

(b) A certificate of the Secretary or Assistant Secretary of each Transaction Party certifying the names and true signatures of the officers of such Transaction Party authorized to sign the Transaction Documents to which it is a party.

(c) Acknowledgment copies or time stamped receipt copies (or other evidence of filing) of proper financing statements, duly filed under the UCC of all jurisdictions that the Administrative Agent may deem necessary or desirable in order to perfect the ownership and security interests contemplated by this Agreement and the Sale Agreement and.

(d) Copies of proper UCC assignments to be filed under the UCC of all jurisdictions that the Administrative Agent may deem necessary or desirable in order to perfect the ownership and security interests contemplated by this Agreement and the Sale Agreement.

(e) Acknowledgment copies or time stamped receipt copies (or other evidence of filing) of proper financing statements necessary to release all security interests and other rights of any Person in the Receivables, Contracts or Related Security previously granted by any Transaction Party or any of their respective Affiliates.

(f) Completed requests for information, dated on or before the date hereof, listing all effective financing statements filed in the jurisdictions referred to in subsection (c) above that name the Seller or the Originator as debtor, together with copies of such financing statements (none of which shall cover any Receivables, Contracts, Related Security or the collateral referred to in Section 2.11 except to the extent the Administrative Agent shall have received executed termination statements therefor pursuant to subsection (d) above).

(g) Executed copies of Assignment Agreements with respect to the Blocked Account Agreements for each Blocked Account and each Lock-Box.

(h) Favorable opinions of (i) Schiff Hardin LLP, counsel for the Seller, the Servicer, the Originator and NiSource, relating to enforceability of this Agreement and the other Transaction Documents, creation of security interests, perfection of security interests granted hereunder, non-contravention of laws and agreements, general corporate matters and such other matters as the Administrative Agent may reasonably request and (ii) in-house counsel to the Seller, the Servicer, the Originator and NiSource, relating to perfection of security interests under the Receivables Sale Agreement, due authorization and certain regulatory issues.

(i) An executed copy of the Reaffirmation, Acknowledgement, and Consent of the Performance Guaranty.

(j) A copy of the by-laws of each Transaction Party, certified by the Secretary or Assistant Secretary of such Transaction Party.

(k) A copy of the certificate or articles of incorporation of each Transaction Party, certified as of a recent date by the Secretary of State or other appropriate official of the State of incorporation of such Transaction Party, and a certificate as to the good standing of each Transaction Party from such Secretary of State or other official, dated as of a recent date.

(l) Copies of the most current versions of the Choice Marketer Purchase Agreement and Choice Marketer Security Agreement.

(m) Executed copy of the Fee Letter.

(n) A pro forma Monthly Report in form and substance satisfactory to the Administrative Agent.

Section 3.02. Conditions Precedent to All Purchases and Reinvestments. Each purchase (including the initial purchase) and each reinvestment hereunder shall be subject to the further conditions precedent that:

(a) the Servicer shall have delivered to the Administrative Agent and the Managing Agents all Monthly Reports and Daily Reports required to be delivered hereunder, each duly completed and containing information covering the most recently ended reporting period for which information is required pursuant to Section 6.02(g) and (h);

(b) on the date of such purchase or reinvestment the following statements shall be true, except that the statements in clause (iii) below are required to be true only if such reinvestment is by a Conduit Purchaser (and acceptance of the proceeds of such purchase

or reinvestment shall be deemed a representation and warranty by the Seller and the Servicer (each as to itself) that such statements are then true):

(i) the representations and warranties contained in Sections 4.01 and 4.02 are correct on and as of the date of such purchase or reinvestment as though made on and as of such date;

(ii) no event has occurred and is continuing, or would result from such purchase or reinvestment, that constitutes an Event of Termination, an Involuntary Bankruptcy Event or, in the case of a purchase, an Incipient Event of Termination;

(iii) no Managing Agent shall have given the Seller notice that a Conduit Purchaser has terminated the reinvestment of Collections in Receivable Interests; *provided, however* that no such notice shall relieve the related Bank Purchaser in such Conduit Purchaser's Purchaser Group of its obligation to make purchases and reinvestments as set forth herein; and

(iv) the Originator shall have sold or contributed to the Seller, pursuant to the Sale Agreement, all Receivables that arose on or prior to such date; and

(c) the Administrative Agent and each Managing Agent shall have received such other approvals, opinions or documents as it may reasonably request.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01. Representations and Warranties of the Seller. The Seller hereby represents and warrants as follows to the Administrative Agent, each Managing Agent and each Purchaser, as to itself, as of the date hereof and as of the date of each purchase or reinvestment hereunder:

(a) The Seller is a corporation duly formed and validly existing under the laws of Delaware, and is duly qualified to do business, and is in good standing, in every jurisdiction where the nature of its business requires it to be so qualified.

(b) The execution, delivery and performance by the Seller of the Transaction Documents, including the Seller's use of the proceeds of purchases and reinvestments, (i) are within the Seller's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) do not contravene (1) the Seller's certificate or articles of incorporation or by-laws, (2) any law, rule or regulation applicable to the Seller, (3) any contractual restriction binding on or affecting the Seller or its property or (4) any order, writ, judgment, award, injunction or decree binding on or affecting the Seller or its property, and (iv) do not result in or require the creation of any Adverse Claim upon or with respect to any of its properties (except as created pursuant to this Agreement). Each of the Transaction Documents has been duly executed and delivered by the Seller.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Seller of the Transaction Documents to which it is a party or any other document to be delivered thereunder other than those that have been obtained or made and except for the filing of UCC financing statements which are referred to therein.

(d) Each of the Transaction Documents to which the Seller is a party constitutes the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) The opening pro forma balance sheet of the Seller as of March 15, 2010, giving effect to the initial purchase to be made under this Agreement, a copy of which has been furnished to the Administrative Agent and the Managing Agents, fairly presents the financial condition of the Seller as of such date, in accordance with generally accepted accounting principles, and since its formation there has been no (i) material adverse change in the business, operations, property or financial condition of the Seller or (ii) other event or circumstance which has had or will have a Material Adverse Effect.

(f) There is no pending or (to the best knowledge of the Seller) threatened action or proceeding affecting the Seller before any court, governmental agency or arbitrator. The Seller is not in default in any material respect of any order of any court, arbitrator or governmental agency.

(g) No proceeds of any purchase or reinvestment will be used for a purpose that violates or would be inconsistent with Regulation T, U or X promulgated by the Board of Governors of the Federal Reserve System from time to time.

(h) Each Receivable treated as or represented to be a Pool Receivable is owned by the Seller free and clear of any Adverse Claim (except for Permitted Liens or as created in favor of the Administrative Agent and the Purchasers hereunder). The Purchasers have acquired a valid and perfected first priority ownership interest or security interest in each Pool Receivable now existing or hereafter arising and in the Related Security and Collections with respect thereto, in each case free and clear of any Adverse Claim other than Permitted Liens. No effective financing statement or other instrument similar in effect is filed in any recording office listing the Seller as debtor, covering any Receivable, Related Security or Collections except such as may be filed in favor of the Administrative Agent in accordance with this Agreement. No effective financing statement or other instrument similar in effect, is filed in any recording office listing the Originator as debtor, covering any Receivable, Related Security or Collections except such as may be filed in favor of the Seller and assigned to the Administrative Agent in accordance with this Agreement.

(i) Each Monthly Report and Daily Report (in each case, if prepared by any Transaction Party or one of their respective Affiliates, or to the extent that information

contained therein is supplied by any Transaction Party or an Affiliate), all information, and each exhibit, financial statement, document, book, record or report furnished or to be furnished in writing at any time by or on behalf of any Transaction Party to the Administrative Agent, any Managing Agent or any Purchaser in connection with this Agreement is or will be accurate in all material respects as of its date or (except as otherwise disclosed to the Administrative Agent, the Managing Agent or the Purchaser, as the case may be, at such time) as of the date so furnished, and no such Monthly Report, Daily Report, information, exhibit, financial statement, document, book, record or report, as of its date, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not materially misleading.

(j) The principal place of business of the Seller and the office where the Seller keeps its records concerning the Receivables are located at the address or addresses referred to in Section 5.01(b).

(k) The names and addresses of all the Blocked Account Banks together with the number of the Lock-Boxes and the account numbers of the Blocked Accounts of the Seller at or maintained by such Blocked Account Banks are as specified in Schedule II hereto, as such Schedule II may be updated from time to time pursuant to Section 5.01(g).

(l) Each purchase of a Receivable Interest and each reinvestment of Collections in Receivables will constitute (i) a "current transaction" within the meaning of Section 3(a)(3) of the Securities Act of 1933, as amended, and (ii) a purchase or other acquisition of notes, drafts, acceptances, open accounts receivable or other obligations representing part or all of the sales price of merchandise or services within the meaning of Section 3(c)(5) of the Investment Company Act of 1940, as amended.

(m) In the past five (5) years, the Seller has not used any corporate name, trade name or doing-business-as name other than the name in which it has executed this Agreement. The Seller's organizational identification number is 4752028.

(n) The Seller was formed on March 2, 2010 and the Seller did not engage in any business activities prior to the date of this Agreement. The Seller has no Subsidiaries. Columbia Gas of Pennsylvania directly owns 100% of the capital stock of the Seller, free and clear of any Adverse Claims other than Permitted Liens.

(o) (i) The fair value of the property of the Seller is greater than the total amount of liabilities, including contingent liabilities, of the Seller, (ii) the present fair salable value of the assets of the Seller is not less than the amount that will be required to pay all probable liabilities of the Seller on its debts as they become absolute and matured, (iii) the Seller does not intend to, and does not believe that it will, incur debts or liabilities beyond the Seller's abilities to pay such debts and liabilities as they mature and (iv) the Seller is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which the Seller's property would constitute unreasonably small capital.

(p) With respect to each Receivable, the Seller (i) shall have received such Receivable as a contribution to the capital of the Seller by Originator or (ii) shall have purchased such Receivable from Originator in exchange for payment (made by the Seller to Originator in accordance with the provisions of the Sale Agreement) of cash, Purchase Price Credits (as defined in the Sale Agreement), Deferred Purchase Price, or a combination thereof in an amount which constitutes fair consideration and reasonably equivalent value. Each such sale referred to in clause (ii) of the preceding sentence shall not have been made for or on account of an antecedent debt owed by Originator to the Seller and no such sale or capital contribution is or may be voidable or subject to avoidance under any section of the United States Bankruptcy Code.

(q) The Seller and its ERISA Affiliates are in compliance in all material respects with ERISA, and no Adverse Claim exists in favor of the Pension Benefit Guaranty Corporation on any of the Receivables.

(r) Each Receivable included as an Eligible Receivable in the calculation of the Net Receivables Pool Balance on any Monthly Report or Daily Report satisfies the requirements of eligibility contained in the definition of "Eligible Receivable" as of the date of the information reported in such Monthly Report or Daily Report.

(s) On the date of each purchase and reinvestment hereunder (and after giving effect thereto), the sum of the Receivable Interests does not exceed 100% except to the extent that Collections set aside and held for the benefit of the Purchasers pursuant to Section 2.04(b)(iii) would cause the sum of the Receivable Interests to be less than or equal to 100% if such funds were applied to the reduction of Capital.

(t) Each of the representations and warranties set forth on Annex F are true and correct.

(u) The Seller is neither (i) an "investment company" or a company "controlled by an investment company" within the meaning of the Investment Company Act of 1940, as amended (the *"Investment Company Act"*), nor (ii) a "covered fund" under Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder. In determining that the Seller is not a covered fund, the Seller is entitled to rely on the exemption from the definition of "investment company" set forth in Section 3(c)(5) of the Investment Company Act.

(v) Each of the facts and assumptions with respect to the Seller and its conduct set forth in the opinion letter, dated March 15, 2010, issued by Schiff Hardin LLP in connection with the closing under the Original Agreement and relating to issues of "true sale" and "substantive nonconsolidation," and in the certificates accompanying such opinion letter, are true and correct.

(w) The Seller has complied in all respects with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject. Each Receivable, together with the Contract related thereto, does not contravene

any laws, rules or regulations applicable thereto (including, without limitation, laws, rules and regulations relating to truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy), and no part of such Contract is in violation of any such law, rule or regulation, except where such contravention or violation could not reasonably be expected to have a Material Adverse Effect.

(x) The Seller has complied in all material respects with the Credit and Collection Policy with regard to each Receivable and the related Contract, and has not made any change to such Credit and Collection Policy, except for any such change in the Credit and Collection Policy permitted under Section 5.01(f).

(y) Policies and procedures have been implemented and maintained by or on behalf of the Seller that are reasonably designed to achieve compliance by the Seller and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, giving due regard to the nature of its business and activities, and the Seller and its officers and employees acting in any capacity in connection with or directly benefitting from the facility established hereby are in compliance with Anti-Corruption Laws and applicable Sanctions, in each case in all material respects. None of the Seller or, to the knowledge of the Seller, any of its directors, officers, employees, or agents that will act in any capacity in connection with or directly benefit from the facility established hereby, is a Sanctioned Person. The Seller is not organized or resident in a Sanctioned Country. No purchase hereunder or use of proceeds thereof by the Seller in any manner will violate Anti-Corruption Laws or applicable Sanctions.

Section 4.02. Representations and Warranties of the Servicer. Columbia Gas of Pennsylvania, in its capacity as Servicer, hereby represents and warrants as follows to the Administrative Agent, each Managing Agent and each Purchaser as of the date hereof and as of the date each purchase or reinvestment hereunder:

(a) The Servicer is a corporation duly incorporated, validly existing and in good standing under the laws of Pennsylvania, and is duly qualified to do business, and is in good standing, in every jurisdiction where the nature of its business requires it to be so qualified.

(b) The execution, delivery and performance by the Servicer of this Agreement and any other documents to be delivered by it hereunder (i) are within the Servicer's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) do not contravene (1) the Servicer's charter or by-laws, (2) any law, rule or regulation applicable to the Servicer, (3) any contractual restriction binding on or affecting the Servicer or its property or (4) any order, writ, judgment, award, injunction or decree binding on or affecting the Servicer or its property (unless, in the case of the preceding clauses (3) and (4), such non-contravention would not reasonably be expected to have a Material Adverse Effect), and (iv) do not result in or require the creation of any Adverse Claim upon or with respect to any of its properties. This Agreement has been duly executed and delivered by the Servicer.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Servicer of this Agreement or any other document to be delivered by it hereunder (other than those that have been obtained or made).

(d) This Agreement constitutes the legal, valid and binding obligation of the Servicer enforceable against the Servicer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) The balance sheets of the Servicer and its Subsidiaries as of December 31, 2017, and the related statements of income and retained earnings of the Servicer and its Subsidiaries as of and for the fiscal year then ended, copies of which have been furnished to the Administrative Agent and the Managing Agents, fairly present the financial condition of the Servicer and its Subsidiaries as at such date and the results of the operations of the Servicer and its Subsidiaries for the fiscal year ended on such date, all in accordance with generally accepted accounting principles consistently applied. Since December 31, 2017, there has been no material adverse change in the business, operations, property or financial condition of the Servicer.

(f) There is no pending or (to the best knowledge of the Servicer) threatened action or proceeding affecting the Servicer or any of its Subsidiaries before any court, governmental agency or arbitrator which (if adversely determined) would constitute an Event of Termination or otherwise have a Material Adverse Effect, except as disclosed in the Servicer's financial statements referred to in Section 4.02(e).

(g) On the date of each purchase and reinvestment hereunder (and after giving effect thereto) the sum of the Receivable Interests does not exceed 100% except to the extent that Collections set aside and held for the benefit of the Purchasers pursuant to Section 2.04(b)(iii) would cause the sum of the Receivable Interests to be less than or equal to 100% if such funds were applied to the reduction of Capital.

(h) Servicer is able, on any date on which it is required to make such an identification under the terms of this Agreement, to produce a report identifying which amounts paid into the Blocked Accounts constitute Collections and which amounts constitute other amounts.

(i) Servicer has complied in all respects with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject. Each Receivable, together with the Contract related thereto, does not contravene any laws, rules or regulations applicable thereto (including, without limitation, laws, rules and regulations relating to truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy), and no part of such Contract

is in violation of any such law, rule or regulation, except where such contravention or violation could not reasonably be expected to have a Material Adverse Effect.

(j) Servicer has complied in all material respects with the Credit and Collection Policy with regard to each Receivable and the related Contract, and has not made any change to such Credit and Collection Policy, except for any such change in the Credit and Collection Policy permitted under Section 5.01(f).

(k) Policies and procedures have been implemented and maintained by or on behalf of each of the Transaction Parties (other than the Seller) that are reasonably designed to achieve compliance by such Transaction Parties and their respective Subsidiaries, directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, giving due regard to the nature of such Person's business and activities, and each of such Transaction Parties, their respective Subsidiaries and their respective officers and employees acting in any capacity in connection with or directly benefitting from the facility established hereby, are in compliance with Anti-Corruption Laws and applicable Sanctions, in each case in all material respects. None of (a) the Transaction Parties (other than the Seller) or any of their respective Subsidiaries or, to the knowledge of such Transaction Parties, as applicable, any of their respective directors, officers, employees, or agents that will act in any capacity in connection with or directly benefit from the facility established hereby, is a Sanctioned Person, and (b) such Transaction Parties or any of their respective Subsidiaries is organized or resident in a Sanctioned Country. No purchase hereunder or use of proceeds thereof by any Transaction Parties (other than the Seller) in any manner will violate Anti-Corruption Laws or applicable Sanctions.

ARTICLE V

COVENANTS

Section 5.01. Covenants of the Seller. Until the later of (i) the Termination Date and (ii) the date on which no Capital of or Yield on any Receivable Interest shall be outstanding and all Fees and other Seller Obligations are paid in full:

(a) *Compliance with Laws, Etc.* The Seller will comply in all respects with all applicable laws, rules, regulations and orders and preserve and maintain its corporate existence, rights, franchises, qualifications, and privileges except to the extent that the failure so to comply with such laws, rules and regulations or the failure so to preserve and maintain such rights, franchises, qualifications, and privileges would not reasonably be expected to have a Material Adverse Effect.

(b) *Offices, Records and Books of Account*. The Seller will keep its principal place of business and the office where it keeps its records concerning the Receivables at (i) the address of the Seller set forth under its name on the signature pages to this Agreement, or (ii) upon thirty (30) days' prior written notice to the Administrative Agent and the Managing Agents, at any other locations in jurisdictions where all actions reasonably requested by the Administrative Agent to protect and perfect the interest in the

Receivables have been taken and completed. The Seller also will maintain and implement administrative and operating procedures (including, without limitation, an ability to recreate records evidencing Receivables and related Contracts in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables (including, without limitation, records adequate to permit the daily identification of each Receivable and all Collections of and adjustments to each existing Receivable).

(c) *Performance and Compliance with Contracts and Credit and Collection Policy*. The Seller will, at its expense, (i) timely and fully perform and comply in all material respects with all provisions, covenants and other promises required to be observed by it under the Contracts related to the Receivables and (ii) timely and fully comply in all material respects with the Credit and Collection Policy in regard to each Receivable and the related Contracts.

(d) *Sales, Liens, Etc*. The Seller will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim (except for Permitted Liens or the interest in favor of the Administrative Agent and the Indemnified Parties created pursuant to this Agreement) upon or with respect to, any Receivable, Related Security, related Contract or Collections, or upon or with respect to any Blocked Account or Lock-Box or any other asset of the Seller, or assign any right to receive income in respect thereof.

(e) *Extension or Amendment of Receivables and Contracts*. Except as provided in Section 6.02(c), the Seller will not extend, amend or otherwise modify the terms of any Receivable or amend, modify or waive any term or condition of any Contract related thereto.

(f) *Change in Business or Credit and Collection Policy*. The Seller will not make any change in the character of its business or in the Credit and Collection Policy, except for any such change in the Credit and Collection Policy that would not impair the collectibility of any Receivable.

(g) *Addition or Termination of Blocked Accounts and Lock-Boxes; Change in Payment Instructions to Obligors*. The Seller will not add or terminate any bank as a Blocked Account Bank from those listed in Schedule II to this Agreement, or make any change in its instructions to Obligors regarding payments to be made in respect of the Receivables, unless the Administrative Agent and the Managing Agents shall have received notice of such addition, termination or change (including an updated Schedule II) and with respect to each new Lock-Box or Blocked Account, a fully executed Blocked Account Agreement.

(h) *Deposits to Lock-Boxes and Blocked Accounts*. The Seller will cause all Obligors to be instructed to remit all their payments in respect of Receivables to one of the Lock-Boxes or Blocked Accounts or to a Sub-Agent that has been instructed to remit

payments to one of the Blocked Accounts. If the Seller shall receive any Collections directly, the Seller shall promptly (and in any event within one (1) Business Day) cause such Collections to be deposited into a Blocked Account. From and after the occurrence of a Lock-Box Event, the Seller will not permit any funds to be deposited into any Blocked Account other than Collections of Receivables, proceeds of accounts receivable generated under any Percent of Income Plan, Retail Services Payments, and prepayments made under any Balanced Payment Plan.

(i) *Further Assurances; Change in Name or Jurisdiction of Origination, etc.* (i) The Seller agrees from time to time, at its expense, promptly to execute and deliver all further instruments and documents, and to take all further actions, that may be necessary or desirable, or that the Administrative Agent may reasonably request, to perfect, protect or more fully evidence the Receivable Interests purchased under this Agreement and/or security interest granted pursuant to this Agreement, or to enable any Managing Agent, any Conduit Purchaser, any Bank Purchaser or the Administrative Agent to exercise and enforce their respective rights and remedies under this Agreement. Without limiting the foregoing, the Seller will, upon the request of the Administrative Agent, execute and file such financing or continuation statements, or amendments thereto, and such other instruments and documents, that may be necessary or desirable, or that the Administrative Agent may reasonably request, to perfect, protect or evidence such Receivable Interests.

(ii) The Seller authorizes the Administrative Agent to file financing or continuation statements, and amendments thereto and assignments thereof, relating to the Receivables and the Related Security, the related Contracts and the Collections with respect thereto and the other Collateral described in Section 2.11 without the signature of the Seller. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement where permitted by law.

(iii) The Seller shall at all times be organized under the laws of the State of Delaware and shall not take any action to change its jurisdiction of organization.

(iv) The Seller will not change its name, identity or corporate structure unless the Administrative Agent and the Managing Agents shall have received at least thirty (30) days' advance written notice of such change and all action by the Seller necessary or appropriate to perfect or maintain the perfection of the Receivable Interests (including, without limitation, the filing of all financing statements and the taking of such other action as the Administrative Agent may request in connection with such change or relocation) shall have been duly taken.

(j) *Reporting Requirements.* The Seller will cause to be provided to the Administrative Agent and each Managing Agent the following:

(i) as soon as available and in any event within ninety (90) days after the end of each fiscal year of Columbia Gas of Pennsylvania, a consolidated balance sheet of Columbia Gas of Pennsylvania and its Subsidiaries as of the end of such fiscal year and the related consolidated statements of income, cash flows and changes in common

stockholders' equity for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, certified by a Financial Officer of Columbia Gas of Pennsylvania as having been prepared in conformity with generally accepted accounting principles consistently applied;

(ii) as soon as available and in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of Columbia Gas of Pennsylvania, a consolidated balance sheet of Columbia Gas of Pennsylvania and its Subsidiaries, as of the end of such quarter and the related consolidated statement of income for such quarter and for the portion of Columbia Gas of Pennsylvania's fiscal year ended at the end of such quarter, and the related consolidated statement of cash flows for the portion of Columbia Gas of Pennsylvania's fiscal year ended at the end of such quarter, setting forth in each case in comparative form (A) for the consolidated balance sheet, the figures as of the end of Columbia Gas of Pennsylvania's previous fiscal year, (B) for the consolidated statement of income, the figures for the corresponding quarter and the corresponding portion of Columbia Gas of Pennsylvania's previous fiscal year and (C) for the consolidated statement of cash flows, the figures for the corresponding portion of Columbia Gas of Pennsylvania's previous fiscal year; the delivery of such financial statement shall constitute a certification (subject to normal year-end adjustments) as to fairness of presentation and conformity with generally accepted accounting principles consistently applied;

(iii) as soon as (and if) available and in any event within ninety (90) days after the end of each fiscal year of NiSource, a Form 10-K for NiSource which will include an audited consolidated balance sheet of NiSource and its Consolidated Subsidiaries as of the end of such fiscal year and the related audited consolidated statements of income, cash flows and changes in common stockholders' equity for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on in a manner acceptable to the United States Securities and Exchange Commission by independent public accountants of nationally recognized standing; *provided, however,* that such Form 10-K need not be provided if it is available, within the above referenced time period, via the EDGAR system of the United States Securities and Exchange Commission (*"EDGAR"*) on the Internet;

(iv) as soon as (and if) available and in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of NiSource, a Form 10-Q for NiSource which will include a consolidated balance sheet of NiSource and its Consolidated Subsidiaries, as of the end of such quarter and the related consolidated statement of income for such quarter and for the portion of NiSource's fiscal year ended at the end of such quarter, and the related consolidated statement of cash flows for the portion of NiSource's fiscal year ended at the end of such quarter, setting forth in each case in comparative form (A) for the consolidated balance sheet, the figures as of the end of NiSource's previous fiscal year, (B) for the consolidated statement of income, the figures for the corresponding quarter and the corresponding portion of NiSource's previous fiscal year and (C) for the consolidated statement of cash flows, the figures for the corresponding portion of NiSource's previous fiscal year; the delivery of such financial statement shall

constitute a certification (subject to normal year-end adjustments) as to fairness of presentation and conformity with generally accepted accounting principles consistently applied; *provided, however,* that such Form 10-Q need not be provided if it is available, within the above referenced time period, via EDGAR on the Internet;

(v) as soon as available and in any event within ninety (90) days after the end of the fourth fiscal quarter of each fiscal year of the Seller and, within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Seller, a balance sheet of the Seller as of the end of such quarter and a statement of income and retained earnings of the Seller for the period commencing at the end of the previous fiscal year and ending with the end of such quarter, certified by a Financial Officer of the Seller as having been prepared in accordance with generally accepted accounting principles consistently applied;

(vi) as soon as possible and in any event within five (5) Business Days after obtaining knowledge of the occurrence of each Event of Termination or Incipient Event of Termination, a statement of a Financial Officer of the Seller setting forth details of such Event of Termination or Incipient Event of Termination and the action that the Seller has taken and proposes to take with respect thereto;

(vii) promptly after the sending or filing thereof, copies of all reports that NiSource files with the SEC or distributes to its shareholders; *provided, however,* that such reports need not be provided if they are available via EDGAR on the Internet;

(viii) promptly after the filing or receiving thereof, copies of all reports and notices that the Seller or any Affiliate files under ERISA with the Internal Revenue Service or the Pension Benefit Guaranty Corporation or the U.S. Department of Labor or that the Seller or any Affiliate receives from any of the foregoing or from any multiemployer plan (within the meaning of Section 4001(a)(3) of ERISA) to which the Seller or any Affiliate is or was, within the preceding five (5) years, a contributing employer, in each case in respect of the assessment of withdrawal liability or an event or condition which could, in the aggregate, result in the imposition of liability on the Seller and/or any such Affiliate in excess of $50,000,000, other than the liability for payment of amounts required to satisfy a minimum funding requirement standard under ERISA Section 302, or an alternative minimum funding standard under ERISA Section 305, *provided* that such required funding amounts do not include any waived funding deficiency with the meaning of ERISA Section 302;

(ix) at least thirty (30) days prior to any change in the name or jurisdiction of organization of any Transaction Party, a notice setting forth the new name or jurisdiction of organization, as applicable, and the effective date thereof;

(x) promptly and in any event within five (5) Business Days after the Seller obtains knowledge thereof, notice of any "Event of Termination" or "Facility Termination Date" under the Sale Agreement;

(xi) as soon as possible and in any event no later than the day of occurrence thereof, notice that the Originator has stopped selling to the Seller, pursuant to the Sale Agreement, all newly arising Receivables;

(xii) at the time of the delivery of the financial statements provided for in clause (v) of this paragraph, a certificate of a Financial Officer of the Seller to the effect that, to the best of such officer's knowledge, no Event of Termination or Incipient Event of Termination has occurred and is continuing or, if any Event of Termination or Incipient Event of Termination has occurred and is continuing, specifying the nature and extent thereof;

(xiii) promptly after receipt thereof, copies of all notices received by the Seller from the Originator under the Sale Agreement;

(xiv) promptly upon learning thereof, notice of any downgrade in the Debt Rating (or the withdrawal by either S&P or Moody's of a Debt Rating) of any Transaction Party, setting forth the Debt affected and the nature of such change (or withdrawal);

(xv) at least thirty (30) days prior to any resignation or termination of the Person acting as the independent director as required pursuant to Section 5.01(k), a notice setting forth the name of the replacement independent director and the effective date of such resignation or termination, as applicable, and replacement; *provided, however,* if such resignation or termination is at the initiative of the independent director, the Seller shall provide notice thereof to the Administrative Agent and each Managing Agent within three (3) Business Days of the Seller's actual knowledge thereof;

(xvi) promptly after the occurrence thereof any event or condition that has had, or could reasonably be expected to have, a Material Adverse Effect;

(xvii) such other information respecting the Receivables or the condition or operations, financial or otherwise, of any Transaction Party as the Administrative Agent or any Managing Agent may from time to time reasonably request; and

(xviii) if the Seller shall no longer be excluded from the "legal entity customer" definition under 31 C.F.R. § 1010.230(e)(2), promptly, upon the reasonable request of the Administrative Agent, an updated Beneficial Ownership Certification.

(k) *Separateness.* (i) The Seller shall at all times maintain at least one independent director who (w) is not currently and has not been during the five (5) years preceding the date of this Agreement an officer, director or employee of an Affiliate of the Seller or any Other Company, (x) is not a current or former officer or employee of the Seller, (y) is not a stockholder of any Other Company or any of their respective Affiliates and (z) who (A) has prior experience as an independent director for a corporation whose charter documents required the unanimous consent of all independent directors thereof before such corporation could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state law relating to bankruptcy and (B) has at least three (3) years of

employment experience with one or more entities that provide, in the ordinary course of their respective businesses, advisory, management or placement services to issuers of securitization or structured finance instruments, agreements or securities.

(ii) The Seller shall not direct or participate in the management of any of the Other Companies' operations.

(iii) The Seller shall conduct its business from an office separate from that of the Other Companies (but which may be located in the same facility as one or more of the Other Companies). The Seller shall have stationery and other business forms separate from that of the Other Companies.

(iv) The Seller shall at all times be adequately capitalized in light of its contemplated business.

(v) The Seller shall at all times provide for its own operating expenses and liabilities from its own funds except that common overhead expenses may be shared by the Seller and the Other Companies on a basis reasonably related to use.

(vi) The Seller shall maintain its assets and transactions separately from those of the Other Companies and reflect such assets and transactions in financial statements separate and distinct from those of the Other Companies and evidence such assets and transactions by appropriate entries in books and records separate and distinct from those of the Other Companies. The Seller shall hold itself out to the public under the Seller's own name as a legal entity separate and distinct from the Other Companies. The Seller shall not hold itself out as having agreed to pay, or as being liable, primarily or secondarily, for, any obligations of the Other Companies.

(vii) The Seller shall not maintain any joint account with any Other Company or become liable as a guarantor or otherwise with respect to any Debt or contractual obligation of any Other Company.

(viii) The Seller shall not make any payment or distribution of assets with respect to any obligation of any Other Company or grant an Adverse Claim on any of its assets to secure any obligation of any Other Company.

(ix) The Seller shall not make loans, advances or otherwise extend credit to any of the Other Companies except as expressly contemplated by the Sale Agreement.

(x) The Seller shall hold regular duly noticed meetings of its Board of Directors, make and retain minutes of such meetings and otherwise observe all corporate formalities.

(xi) The Seller shall have bills of sale (or similar instruments of assignment) and, if appropriate, UCC-1 financing statements, with respect to all assets purchased from any of the Other Companies, in each case to the extent such bills of sale and UCC-1 financing statements would be customarily prepared in transactions with non-Affiliates.

(xii) The Seller shall not engage in any transaction with any of the Other Companies, except as permitted by this Agreement and as contemplated by the Sale Agreement.

(xiii) The Seller shall prepare its financial statements separately from those of any of the Other Companies and shall ensure that any consolidated financial statements of any Other Company that are filed with the Securities and Exchange Commission or any other governmental agency or are furnished to any creditors of any Other Company do not treat any of the Pool Receivables as an asset of the Originator, except to the extent required by generally accepted accounting principles.

(xiv) The Seller shall take such other actions as are necessary on its part to ensure that the facts and assumptions set forth in the opinion, dated March 15, 2010, issued by Schiff Hardin LLP in connection with the closing of the Original Agreement and relating to substantive consolidation issues, and in the certificates accompanying such opinion, remain true and correct in all material respects at all times.

(l) *Transaction Documents.* The Seller will not terminate, amend, waive or modify, or consent to any termination, amendment, waiver or modification of, any provision of any Transaction Document or grant any other consent or other indulgence under any Transaction Document, in each case without the prior written consent of the Administrative Agent and the Required Managing Agents. The Seller will perform all of its obligations under the Sale Agreement and will enforce the Sale Agreement in accordance with its terms. The Seller will take all actions to perfect and enforce its rights and interests (and the rights and interests of the Administrative Agent, the Managing Agents and the Purchasers as assignees of Seller) under the Sale Agreement as the Administrative Agent may from time to time reasonably request, including, without limitation, making claims to which it may be entitled under any indemnity, reimbursement or similar provision contained in the Sale Agreement.

(m) *Nature of Business.* The Seller will not engage in any business other than the purchase of Receivables, Related Security and Collections from the Originator and the transactions contemplated by this Agreement and the Sale Agreement. The Seller will not create or form any Subsidiary.

(n) *Mergers, Etc.* The Seller will not merge with or into or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions), all or substantially all of its assets (whether now owned or hereafter acquired) to, or acquire all or substantially all of the assets or capital stock or other ownership interest of, or enter into any joint venture or partnership agreement with, any Person, other than as contemplated by this Agreement and the Sale Agreement.

(o) *Distributions, Etc.* The Seller will not declare or make any dividend payment or other distribution of assets, properties, cash, rights, obligations or securities on account of any equity interests of the Seller, or return any capital to its equity holders as such, or purchase, retire, defease, redeem or otherwise acquire for value or make any payment in respect of any equity of the Seller or any warrants, rights or options to acquire any equity of the Seller, now or hereafter outstanding; *provided, however,* that the Seller may declare and pay cash dividends out of Collections available

for such purpose pursuant to the Transaction Documents so long as (i) no Event of Termination shall then exist or would occur as a result thereof, (ii) such dividends are in compliance with all applicable law, and (iii) such dividends have been approved by all necessary and appropriate corporate action of the Seller and its board of directors.

(p) *Debt.* The Seller shall not create, incur, guarantee, assume or suffer to exist any indebtedness or other liabilities, whether direct or contingent, other than (i) as a result of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business, (ii) the incurrence of obligations under this Agreement, (iii) the incurrence of other obligations pursuant to, and, as expressly contemplated in, the Sale Agreement, and (iv) the incurrence of operating expenses in the ordinary course of business.

(q) *Certificate of Incorporation and By-Laws.* The Seller will not amend, modify or delete (or permit any amendment, modification or deletion of) (i) the definition of "Independent Director" in its certificate of incorporation as in effect on the date hereof or (ii) any other provision of its certificate of incorporation or by-laws as in effect on the date hereof if, pursuant to the terms thereof, such amendment, modification or deletion requires the consent of the Independent Director thereunder.

(r) *Tangible Net Worth.* The Seller will maintain Tangible Net Worth at all times equal to at least five percent (5.0%) of the Outstanding Balance of all Non-Defaulted Receivables at such time.

(s) *Taxes.* The Seller will file all tax returns and reports required by law to be filed by it and will promptly pay all taxes and governmental charges at any time owing, except such as are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established. The Seller will pay when due any taxes payable in connection with the Receivables, exclusive of taxes on or measured by income or gross receipts of the Administrative Agent, the Managing Agents, the Conduit Purchasers or the Bank Purchasers.

(t) *Treatment as Sales.* The Seller shall not account for or treat (whether in financial statements or otherwise) the transactions contemplated by the Sale Agreement in any manner other than as the sale and/or absolute conveyance of Receivables by the Originator to the Seller.

(u) *Investments.* The Seller shall not make any loans to, advances to, investments in or otherwise acquire any capital stock or equity security of, or any equity interest in, any other Person.

(v) *Anti-Corruption Laws and Sanctions.*

(i) Policies and procedures will be maintained and enforced by or on behalf of the Seller that are designed in good faith and in a commercially reasonable manner to promote and achieve compliance, in the reasonable judgment of the Seller, by the Seller and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, in each case giving due regard to the nature of such Person's business and activities.

(ii) The Seller will not request any purchase hereunder, and shall ensure its directors, officers, employees and agents shall not use, the proceeds of any purchaser hereunder (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent doing so would violate any Sanctions, or (C) in any other manner that would result in liability to any party hereto under any applicable Sanctions or the violation of any Sanctions by any such Person.

Section 5.02. Agreed upon Procedures. Until the later of (i) the Termination Date and (ii) the date on which no Capital of or Yield on any Receivable Interest shall be outstanding and all Fees and other Seller Obligations have been paid in full, each of the Seller and the Servicer shall from time to time, upon the request of the Administrative Agent and at the expense of the Seller or the Servicer, as applicable (A) cause independent public accountants or others satisfactory to the Administrative Agent and the Required Managing Agents to furnish to the Administrative Agent and the Managing Agents reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables and/or a written report of agreed upon procedures conducted by such accountants or others with respect to the Pool Receivables, Credit and Collection Policy, Blocked Account activity and the Seller's performance of its obligations under this Agreement and the Receivables Sale Agreement on a scope and in a form reasonably requested by the Administrative Agent for such agreed upon procedures, and (B) during regular business hours permit the Administrative Agent and each Managing Agent or their respective agents or representatives (x) to conduct periodic agreed upon procedures with respect to the Receivables, the Related Security and the related books and records and collections systems of the Seller or the Servicer, as the case may be, (y) to examine and make copies of and abstracts from all books, records and documents (including, without limitation, computer tapes and disks) in the possession or under the control of the Seller or the Servicer, as the case may be, relating to Receivables and the Related Security, including, without limitation, the Contracts, and (z) to visit the offices and properties of the Seller or the Servicer, as the case may be, for the purpose of examining such materials described in clause (y) above, and to discuss matters relating to Pool Receivables and the Related Security or the Seller's or the Servicer's performance under the Transaction Documents or under the Contracts with any of the officers or employees of the Seller or the Servicer, as the case may be, having knowledge of such matters. Notwithstanding the foregoing, so long as no Event of Termination has occurred and is continuing, (i) the Administrative Agent will not cause more than one (1) agreed upon procedures review pursuant to clause (A) above to be conducted in any calendar year, and (ii) the Administrative Agent and each Managing Agent will give the Seller three (3) Business Days' prior notice of any examination conducted pursuant to clause (B) above.

ARTICLE VI

ADMINISTRATION AND COLLECTION OF RECEIVABLES

Section 6.01. Designation of Servicer. The servicing, administration and collection of the Receivables shall be conducted by the Servicer so designated hereunder from time to time. Until

the Administrative Agent gives notice to the Seller of the designation of a new Servicer, Columbia Gas of Pennsylvania is hereby designated as, and hereby agrees to perform the duties and obligations of, the Servicer pursuant to the terms hereof. Columbia Gas of Pennsylvania may not resign from the obligations and liabilities hereby imposed on it. The Administrative Agent at any time with the prior written consent of the Required Managing Agents, may designate as Servicer any Person (including itself) to succeed Columbia Gas of Pennsylvania or any successor Servicer, on such terms and conditions as the Administrative Agent and such successor Servicer shall agree, *provided,* that such successor Servicer shall administer the Receivables in accordance with the applicable rules and regulations of the Pennsylvania Public Utility Commission. The Servicer may, with the prior consent of the Administrative Agent and the Required Managing Agents, subcontract with any other Person for the servicing, administration or collection of the Receivables. Any such subcontract shall not affect the Servicer' s liability for performance of its duties and obligations pursuant to the terms hereof.

Section 6.02. Duties of Servicer. (a) The Servicer shall take or cause to be taken all such actions as may be necessary or advisable to collect each Receivable from time to time, all in accordance in all material respects with applicable laws, rules and regulations (including the applicable rules and regulations of the Pennsylvania Public Utility Commission), with reasonable care and diligence, and in accordance with the Credit and Collection Policy. The Seller, each Managing Agent, each Purchaser and the Administrative Agent hereby appoint the Servicer, from time to time designated pursuant to Section 6.01, as their agent to enforce their respective rights and interests in the Receivables, the Related Security and the related Contracts. In performing its duties as Servicer, the Servicer shall exercise the same care and apply the same policies as it would exercise and apply if it owned such Receivables and shall act in such manner as it reasonably deems to be in the best interests of the Purchasers, the Managing Agents and the Administrative Agent. Following the occurrence and during the continuation of a Servicer Default the Administrative Agent (in consultation with the Managing Agents) shall have the sole right to direct the Servicer to commence or settle any legal action to enforce collection of any Receivable or any Related Security with respect thereto.

(b) The Servicer shall administer the Collections in accordance with Section 2.04. If so instructed in writing by the Administrative Agent following the occurrence of an Event of Termination, the Servicer shall transfer to the Administrative Agent (by wire transfer of funds to the account specified by the Administrative Agent) all Collections set aside or required to be set aside for the Administrative Agent or any Purchaser pursuant to Section 2.04 by the Business Day following the Servicer's receipt of such Collections.

(c) If no Servicer Default shall have occurred and be continuing, Columbia Gas of Pennsylvania, while it is the Servicer, may, in accordance with the Credit and Collection Policy, extend the maturity or adjust the Outstanding Balance of any Receivable as the Servicer deems appropriate to maximize Collections thereof, *provided* that the classification of any such Receivable as a Defaulted Receivable shall not be affected by any such extension. Following the occurrence and during the continuation of a Servicer Default, the Servicer may grant such extensions or adjustments only with the prior written consent of the Administrative Agent and the Required Managing Agents. In no event shall the Servicer be entitled to make any Purchaser, any Managing Agent or the Administrative Agent a party to any litigation involving the Transaction

Documents or the Receivables without such Purchaser's, such Managing Agent's or the Administrative Agent's prior written consent.

(d) The Servicer shall hold in trust for the Seller, the Administrative Agent, each Managing Agent and each Purchaser, in accordance with their respective interests, all documents, instruments and records (including, without limitation, computer tapes or disks) which evidences or relates to Receivables. The Servicer shall mark the Seller's and the Originator's master data processing records evidencing the Receivables with a legend, reasonably acceptable to the Administrative Agent, evidencing that Receivable Interests therein have been sold. At the request of the Administrative Agent following a Servicer Default, the Servicer shall mark each invoice which evidence or relate to Receivables with a legend, reasonably acceptable to the Administrative Agent, evidencing that Receivable Interests therein have been sold and shall deliver to the Administrative Agent a copy (which may be in electronic form) of each invoice evidencing each Receivable.

(e) The Servicer shall, as soon as practicable following receipt and identification thereof, and in any event within two (2) Business Days, turn over to the Seller or such other Person as may be entitled thereto any cash collections or other cash proceeds received in any Blocked Account and not constituting Collections of Receivables, including, without limitation, any proceeds of accounts receivable generated under any Percent of Income Plan, Retail Services Payments, or prepayments made under any Balanced Payment Plan.

(f) The Servicer shall, from time to time at the request of the Administrative Agent following the occurrence and during the continuation of any Event of Termination, furnish to the Administrative Agent and the Managing Agents (promptly after any such request) a calculation of the amounts set aside for the Purchasers, the Managing Agents and the Administrative Agent pursuant to Section 2.04.

(g) On or prior to the third (3rd) Business Day prior to each Settlement Date and at such other times and covering such other periods (but no more frequently than weekly) as the Administrative Agent may request, the Servicer shall prepare and forward to the Administrative Agent and the Managing Agents a Monthly Report relating to the Receivables as of the close of business on the last day of the immediately preceding calendar month or such other period, as the case may be; *provided* that at any time when NiSource's Debt Ratings are (a) BB+ by S&P and Ba1 by Moody's, or (b) either (x) unrated or less than or equal to BB by S&P or (y) unrated or less than or equal to Ba2 by Moody's, the Servicer shall provide the Monthly Report relating to the Receivables to the Administrative Agent and the Managing Agents on a weekly basis.

(h) From and after the occurrence of an Event of Termination or at any time when NiSource's Debt Ratings are either withdrawn by either S&P or Moody's or below either (x) BB by S&P or (y) Ba2 by Moody's, the Servicer shall, from time to time at the request of the Administrative Agent or any Managing Agent, prepare and forward to the Administrative Agent and the Managing Agents a Daily Report on each Business Day relating to the Receivables as of the close of business of the immediately preceding Business Day.

Section 6.03. Certain Rights of the Administrative Agent. (a) The Administrative Agent is hereby authorized at any time to instruct the Obligors of Pool Receivables, or any of them, to make payment of all amounts payable under any Pool Receivable to any account designated by the Administrative Agent and the Seller or the Servicer shall, at the Administrative Agent's request, send notices to the Obligors of Pool Receivables, or any of them, instructing them to make payment in the manner requested by the Administrative Agent. At any time during the Liquidation Period or after a Lock-Box Event, the Administrative Agent may have each Blocked Account and Lock-Box transferred into the name of the Administrative Agent and/or assume exclusive control of the Blocked Accounts and Lock-Boxes, and may take such actions to effect such transfer or assumption as it may determine to be necessary or appropriate (including, without limitation, delivering the notices attached to the Blocked Account Agreements and engaging a third party to open the Lock-Boxes and process all items therein for deposit to the Blocked Accounts on each Business Day). Each of the Seller and the Servicer hereby irrevocably appoints the Administrative Agent as its attorney-in-fact coupled with an interest, with full power of substitution and with full authority in place of the Seller or the Servicer, following the occurrence and during the Liquidation Period or after a Lock-Box Event, to take any and all steps in the Seller's or the Servicer's name and on behalf of the Seller or the Servicer that are necessary or desirable, in the determination of the Administrative Agent, to effect the aforementioned transfer or assumption of the Lock-Boxes and Blocked Accounts and the employment of any such lock-box processor.

(b) At any time following the designation of a Servicer other than Columbia Gas of Pennsylvania:

(i) At the Administrative Agent's request and at the Seller's expense, the Servicer shall (and if the Servicer shall fail to do so, the Administrative Agent may) notify each Obligor of Receivables of the ownership of Receivable Interests under this Agreement and direct that payments be made directly to the Administrative Agent or its designee.

(ii) At the Administrative Agent's request and at the Seller's or the Servicer's expense, the Seller and the Servicer shall (A) assemble all of the documents, instruments and other records (including, without limitation, computer tapes and disks) that evidence or relate to the Receivables and the related Contracts and Related Security, or that are otherwise necessary or desirable to collect the Receivables, and shall make the same available to the Administrative Agent at a place selected by the Administrative Agent or its designee, and (B) segregate all cash, checks and other instruments received by it from time to time constituting Collections of Receivables in a manner acceptable to the Administrative Agent and, promptly upon receipt, remit all such cash, checks and instruments, duly indorsed or with duly executed instruments of transfer, to the Administrative Agent or its designee.

(c) Each of the Seller and the Servicer authorizes the Administrative Agent, and hereby irrevocably appoints the Administrative Agent as its attorney-in-fact coupled with an interest, with full power of substitution and with full authority in place of the Seller or the Servicer, following the occurrence and during the continuation of a Servicer Default, to take any and all steps in the Seller's or the Servicer's name and on behalf of the Seller or the Servicer that are necessary or desirable, in the determination of the Administrative Agent, to collect amounts due under the

Receivables, including, without limitation, endorsing the Seller's, the Servicer's or the Originator's name on checks and other instruments representing Collections of Receivables and enforcing the Receivables and the Related Security and related Contracts.

(d) If replaced as Servicer, Columbia Gas of Pennsylvania agrees that it will (i) terminate, and (to the extent requested by the Administrative Agent) will cause each existing sub-servicer to terminate, its collection activities in a manner and to the extent requested by the Administrative Agent to facilitate the transition to a new Servicer and (ii) transfer to the Administrative Agent (or its designee), or (to the extent permitted by applicable law and contract) license to the Administrative Agent (or its designee) the use of, all software used in connection with the collection of the Receivables. (To the extent any such transfer or license would require the payment of any license fee or other amount the Servicer agrees to pay such fee or other amount out of its own funds promptly upon demand by the Administrative Agent.) The Servicer shall cooperate with and assist any successor Servicer in the performance of its responsibilities as Servicer (including, without limitation, providing access to, and transferring, to such successor Servicer all records related to the Receivables and allowing (to the extent permitted by applicable law and contract) the successor Servicer to use all licenses, hardware or software necessary or desirable to collect or obtain or store information regarding the Receivables).

(e) Following the occurrence of an Event of Termination, the Servicer shall, upon the request of the Administrative Agent acting (and if the Servicer fails to do so the Administrative Agent may itself) deliver a notice to all applicable Obligors, in form and substance satisfactory to the Administrative Agent, stating that (i) the Receivables have been sold to the Seller and ownership interests in the Receivables have been sold to the Purchasers hereunder and (ii) effective immediately all payments on the Receivables must be made without any setoff. Such notice shall be delivered by the Servicer as soon as practicable and in any event within three (3) Business Days after such written request by the Administrative Agent. From and after the date the Administrative Agent requests the Servicer to deliver such notice, (i) the Servicer shall require all payments by Obligors to be made without any setoff, and shall make available to the Administrative Agent such information as may be required to determine whether such payments are being so made and (ii) Columbia Gas of Pennsylvania and the Seller shall, and shall cause each other Transaction Party to, pay, or cause to be paid, when due all amounts (including, without limitation, in respect of credit card charges) owing by any Transaction Party to any Obligor without any set off of such amounts against Receivables due from such Obligor.

Section 6.04. Rights and Remedies. (a) If the Servicer or the Seller fails to perform any of its obligations under this Agreement, the Administrative Agent may (but shall not be required to) itself perform, or cause performance of, such obligation; and the Administrative Agent's costs and expenses reasonably incurred in connection therewith shall be payable by the Servicer or the Seller, as applicable.

(b) The Seller and the Servicer shall perform their respective obligations under the Contracts related to the Receivables to the same extent as if Receivable Interests had not been sold and the exercise by the Administrative Agent on behalf of the Purchasers of their rights under this Agreement shall not release the Servicer or the Seller from any of their duties or obligations with respect to any Receivables or related Contracts. None of the Administrative Agent, any Managing

Agent, any Conduit Purchaser or any Bank Purchaser shall have any obligation or liability with respect to any Receivables or related Contracts, nor shall any of them be obligated to perform the obligations of the Seller thereunder.

(c) In the event of any conflict between the provisions of Article VI of this Agreement and Article VI of the Sale Agreement, the provisions of this Agreement shall control.

(d) The Administrative Agent's rights and powers under this Article VI shall not subject the Administrative Agent to any liability if any action taken by it proves to be inadequate or invalid, nor shall such powers confer any obligation whatsoever upon the Administrative Agent.

Section 6.05. Covenants of the Servicer.

(a) *Change in Credit and Collection Policy.* The Servicer will not make any change in the Credit and Collection Policy except for any such change that would not (i) impair the collectibility of any Receivables or the ability of the Servicer to perform its obligations under this Agreement or (ii) otherwise be reasonably likely to have a Material Adverse Effect. In the event that the Servicer makes any material change to the Credit and Collection Policy, it shall, promptly following such change, provide the Administrative Agent and each Managing Agent with an updated Credit and Collection Policy and a summary of all material changes.

(b) *Other Covenants.* The Servicer shall perform and comply with all covenants required to be performed or observed by it pursuant to this Agreement and each other Transaction Document.

(c) *Perfection and Priority of Security Interests.* The Servicer shall, from time to time, at its expense, promptly deliver all instruments and documents and take all actions that may be necessary or desirable, or that the Administrative Agent or any Managing Agent may reasonably request, to perfect, protect or more fully evidence the Receivable Interests purchased under this Agreement and/or the first priority security interest granted pursuant to this Agreement. Without limiting the foregoing, the Servicer will, upon the request of the Administrative Agent or any Managing Agent, file such financing or continuation statements, or amendments thereto, and such other instruments and documents, that may be necessary or desirable, or that the Administrative Agent or any Managing Agent may reasonably request, to perfect, protect, evidence or maintain the priority of such Receivable Interests or security interest.

(d) *Anti-Corruption Laws and Sanctions.*

(i) Policies and procedures will be maintained and enforced by or on behalf of each of the Transaction Parties (other than the Seller) that are designed in good faith and in a commercially reasonable manner to promote and achieve compliance, in the reasonable judgment of such Transaction Party, by each such Transaction Party and each of its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, in each case giving due regard to the nature of such Person's business and activities.

(ii) The Transaction Parties shall ensure that their respective Subsidiaries and its or their respective directors, officers, employees and agents shall not use the proceeds of any purchase hereunder (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti- Corruption Laws, (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent doing so would violate any Sanctions, or (C) in any other manner that would result in liability to any party hereto under any applicable Sanctions or the violation of any Sanctions by any such Person.

Section 6.06. Indemnities by the Servicer. Without limiting any other rights that the Administrative Agent, each Managing Agent, each Conduit Purchaser, each Bank Purchaser, each Affected Person or any of their respective Affiliates, officers, directors, agents and employees (each, a *"Special Indemnified Party"*) may have hereunder or under applicable law, and in consideration of its appointment as Servicer, Columbia Gas of Pennsylvania hereby agrees to indemnify each Special Indemnified Party from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) (all of the foregoing being collectively referred to as *"Special Indemnified Amounts"*) arising out of or resulting from any of the following (excluding, however, (a) Special Indemnified Amounts resulting from gross negligence or willful misconduct on the part of such Special Indemnified Party, (b) recourse for uncollectible Receivables or delayed payment thereon due to creditworthiness of the Obligors and (c) any income taxes or any other tax or fee measured by income incurred by such Special Indemnified Party arising out of or as a result of this Agreement or the ownership of Receivable Interests or in respect of any Receivable or any Contract):

(i) any representation or warranty or statement made or deemed made by the Servicer under or in connection with this Agreement, the Sale Agreement or any Monthly Report, Daily Report or other report delivered to any Special Indemnified Party which shall have been incorrect in any respect when made or deemed made;

(ii) the failure by the Servicer to comply with any applicable law, rule or regulation with respect to any Receivable or Contract;

(iii) the failure to have filed, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other applicable laws with respect to any Receivables, the Contracts and the Related Security and Collections in respect thereof, whether at the time of any purchase or reinvestment or at any subsequent time;

(iv) any failure of the Servicer to perform its duties or obligations in accordance with the provisions of this Agreement or any other Transaction Document;

(v) the commingling of Collections of Receivables at any time by the Servicer with other funds;

(vi) any action by the Servicer (other than an action required by the Transaction Documents) reducing or impairing the rights of the Administrative Agent, any Managing Agent, any Conduit Purchaser or any Bank Purchaser with respect to any Receivable or the value of any Receivable;

(vii) if Columbia Gas of Pennsylvania has been terminated by the Administrative Agent as the Servicer prior to the occurrence of a Servicer Default, any Servicer Fees or other costs and expenses payable to any replacement Servicer, to the extent in excess of the Servicer Fees payable to Columbia Gas of Pennsylvania in its capacity as Servicer hereunder;

(viii) any claim brought by any Person other than a Special Indemnified Party arising from any activity by the Servicer or its Affiliates in servicing, administering or collecting any Receivable; or

(ix) any change in the Credit and Collection Policy which impairs the collectibility of any Receivable or the ability of the Servicer to perform its obligations under this Agreement.

Notwithstanding anything to the contrary in this Agreement, solely for purposes of the Servicer's indemnification obligations in clauses (i) and (iv) of this Section 6.06, any representation, warranty or covenant qualified by the occurrence or non-occurrence of a Material Adverse Effect or similar concepts of materiality shall be deemed to be not so qualified.

ARTICLE VII

EVENTS OF TERMINATION

Section 7.01. Events of Termination. If any of the following events (each an *"Event of Termination"*) shall occur and be continuing:

(a) (i) The Servicer shall fail to perform or observe any term, covenant or agreement under this Agreement (other than as referred to in clause (ii) of this subsection (a)) and such failure shall remain unremedied for five (5) Business Days after the earlier of (x) the first date on which the Servicer receives written notice thereof from the Administrative Agent or any Managing Agent or (y) the first date the Servicer has actual knowledge thereof, or (ii) any Transaction Party shall fail to make when due any payment or deposit to be made by it under this Agreement or any other Transaction Document; or

(b) Any representation or warranty made or deemed made by any Transaction Party (or any of their respective officers) under or in connection with this Agreement or any other Transaction Document or any certificate, report or other statement delivered by any Transaction Party pursuant to this Agreement or any other Transaction Document shall prove to have been incorrect or untrue in any material respect when made or deemed made or delivered; or

(c) (i) The Seller shall fail to perform or observe any term, covenant or agreement contained in Section 5.01(a), 5.01(h) or 6.03(a), or (ii) the Seller shall fail to perform or observe any other term, covenant or agreement contained in this Agreement or any other Transaction Document on its part to be performed or observed and such failure shall remain unremedied for five (5) Business Days after the earlier of (x) the first date on which the Seller receives written notice thereof from the Administrative Agent or any Managing Agent or (y) the first date the Seller has actual knowledge thereof; or

(d) (i) Any Transaction Party shall default beyond any applicable period of grace in any payment of principal or interest on any indebtedness for any borrowed money for which such Transaction Party is liable in a principal amount then outstanding of $50,000,000 (or in the case of the Seller, $10,000) or more or (ii) any other event of default (other than a failure to pay principal or interest) shall occur under any mortgage, indenture, agreement or instrument under which there may be issued, or by which there may be secured or evidenced, any indebtedness for any borrowed money for which any Transaction Party is liable in a principal amount then outstanding of $50,000,000 (or in the case of the Seller, $10,000) and either (A) the occurrence of such event shall result in such indebtedness becoming or being declared due and payable prior to the date on which it could otherwise become due and payable or (B) the occurrence of such event shall permit the holders of such indebtedness to declare such indebtedness to be due and payable prior to the date on which it would otherwise become due and payable; or

(e) Any purchase or any reinvestment pursuant to this Agreement shall for any reason cease to create, or any Receivable Interest shall for any reason cease to be, a valid and perfected first priority undivided percentage ownership or security interest to the extent of the pertinent Receivable Interest in each Pool Receivable and the Related Security and Collections with respect thereto; or the security interest created pursuant to Section 2.11 shall for any reason cease to be a valid and perfected first priority security interest in the collateral referred to in that Section; or

(f) Any Transaction Party 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 Transaction Party seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of forty-five (45) days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or any Transaction Party shall take any corporate or other action to authorize any of the actions set forth above in this subsection (f); or

(g) As of the last day of any calendar month, the Three-Month Default Ratio shall exceed 6.75%; or

(h) As of the last day of any calendar month, the Three-Month Dilution Ratio shall exceed 3.50%; or

(i) (x) As of the last day of any of the calendar months of December through May, the Three-Month Loss-to-Liquidation Ratio shall exceed 4.00% or (y) as of the last day of any of the calendar months of June through November, the Three-Month Loss-to-Liquidation Ratio shall exceed 10.50%; or

(j) The sum of the Receivable Interests shall exceed 100% except to the extent that Collections set aside and held for the benefit of the Purchasers pursuant to Section 2.04(b)(iii) would cause the sum of the Receivable Interests to be less than or equal to 100% if such funds were applied to the reduction of Capital; or

(k) There shall have occurred or shall exist any event or condition which has had or will have a Material Adverse Effect; or

(l) An "Event of Termination" shall occur under the Sale Agreement, or the Sale Agreement or the Performance Guaranty shall cease to be in full force and effect or any Transaction Party shall so state in writing; or

(m) Columbia Gas of Pennsylvania shall cease to own, directly or indirectly, all of the outstanding capital stock of the Seller, free and clear of any Adverse Claim (other than Permitted Liens) or a NiSource Change of Control shall occur; or

(n) The Internal Revenue Service shall file notice of a lien pursuant to Section 6323 of the IRC with regard to any of the assets of the Seller or the Originator and such lien shall not have been released within five (5) Business Days, or the Pension Benefit Guaranty Corporation shall, or shall indicate its intention to, file notice of a lien pursuant to Section 4068 of ERISA with regard to any of the assets of the Seller, the Originator or any Subsidiaries of the Originator; or

(o) One or more judgments, orders or decrees shall be entered against any Transaction Party involving in the aggregate a liability (not satisfied or fully covered by insurance) of $50,000,000 (or $10,000 in the case of the Seller) or more and either (i) all such judgments, orders or decrees shall not have been vacated, dismissed, discharged or otherwise satisfied, bonded or stayed within thirty (30) days from the entry thereof or (ii) with respect to any such judgments, orders or decrees for which enforcement has been stayed, there shall be any period of thirty (30) consecutive days during which a stay of enforcement of all such judgments, orders or decrees, by reason of a pending appeal or otherwise, shall not be in effect;

then, and in any such event, the Administrative Agent may, in its discretion, and shall (at the written direction of the Required Managing Agents) declare the Termination Date to have occurred

(in which case the Termination Date shall be deemed to have occurred); *provided* that, automatically upon the occurrence of any event (without any requirement for the giving of notice) described in paragraph (f) of this Section 7.01, the Termination Date shall occur and Columbia Gas of Pennsylvania (if it is then serving as the Servicer) shall cease to be the Servicer, and the Administrative Agent or its designee shall become the Servicer. Upon any such declaration or designation or upon such automatic termination, each Managing Agent, each Conduit Purchaser, each Bank Purchaser and the Administrative Agent shall have, in addition to the rights and remedies which they may have under this Agreement, all other rights and remedies provided after default under the UCC and under other applicable law, which rights and remedies shall be cumulative.

ARTICLE VIII

THE ADMINISTRATIVE AGENT AND THE MANAGING AGENTS

Section 8.01. Authorization and Action. Each Purchaser hereby designates and appoints (i) Scotia to act as its agent hereunder and under each other Transaction Document, and (ii) the Managing Agent in its Purchaser Group to act as its agent hereunder and under each other Transaction Document, and authorizes the Administrative Agent and such Purchaser's Managing Agent, as the case may be, to take such actions as agent on its behalf and to exercise such powers as are delegated to the Administrative Agent or such Managing Agent by the terms of this Agreement and the other Transaction Documents together with such powers as are reasonably incidental thereto. Neither the Administrative Agent nor the Managing Agents shall have any duties or responsibilities, except those expressly set forth herein or in any other Transaction Document, or any fiduciary relationship with any Purchaser, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on the part of the Administrative Agent or the Managing Agents shall be read into this Agreement or any other Transaction Document or otherwise exist for the Administrative Agent or the Managing Agents. In performing its functions and duties hereunder and under the other Transaction Documents, (i) the Administrative Agent shall act solely as agent for the Purchasers, (ii) each Managing Agent shall act solely as agent for the Conduit Purchasers and Bank Purchasers in its Purchaser Group, and (iii) neither the Administrative Agent nor any Managing Agent shall be deemed to have assumed any obligation or relationship of trust or agency with or for any Transaction Party or any of such Transaction Party's successors or assigns. Neither the Administrative Agent nor any Managing Agent shall be required to take any action that exposes the Administrative Agent or such Managing Agent to personal liability or that is contrary to this Agreement, any other Transaction Document or applicable law. The appointment and authority of the Administrative Agent and the Managing Agents hereunder shall terminate upon the indefeasible payment in full of all Seller Obligations. Each Purchaser hereby authorizes the Administrative Agent to file each of the Uniform Commercial Code financing statements and to execute the Blocked Account Agreements on behalf of such Purchaser (the terms of which shall be binding on such Purchaser).

Section 8.02. Delegation of Duties. The Administrative Agent and the Managing Agents may execute any of their respective duties under this Agreement and each other Transaction Document by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither the Administrative Agent nor any

Managing Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Section 8.03. Exculpatory Provisions. None of the Administrative Agent, the Managing Agents or any of their respective directors, officers, agents or employees shall be (i) liable for any action lawfully taken or omitted to be taken by it or them under or in connection with this Agreement or any other Transaction Document (except for its, their or such Person's own gross negligence or willful misconduct), or (ii) responsible in any manner to any of the Purchasers for any recitals, statements, representations or warranties made by any Transaction Party contained in this Agreement, any other Transaction Document or any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement, or any other Transaction Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, or any other Transaction Document or any other document furnished in connection herewith or therewith, or for any failure of any Transaction Party to perform its obligations hereunder or thereunder, or for the satisfaction of any condition specified in Article III, or for the perfection, priority, condition, value or sufficiency of any collateral pledged in connection herewith. Neither the Administrative Agent nor any Managing Agent shall be under any obligation to any Purchaser to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this Agreement or any other Transaction Document, or to inspect the properties, books or records of the Transaction Parties. Neither the Administrative Agent nor any Managing Agent shall be deemed to have knowledge of any Event of Termination or Incipient Event of Termination unless the Administrative Agent or such Managing Agent, as applicable, has received notice from Seller or a Purchaser. No Managing Agent shall have any responsibility hereunder to any Purchaser other than the Purchasers in its Purchaser Group.

Section 8.04. Reliance by Administrative Agent and the Managing Agents. (a) The Administrative Agent shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to Seller), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent shall in all cases be fully justified in failing or refusing to take any action under this Agreement or any other Transaction Document unless it shall first receive such advice or concurrence of the Managing Agents, the Required Managing Agents or all of the Purchasers, as applicable, as it deems appropriate and it shall first be indemnified to its satisfaction by the Purchasers, *provided* that unless and until the Administrative Agent shall have received such advice, the Administrative Agent may take or refrain from taking any action, as the Administrative Agent shall deem advisable and in the best interests of the Purchasers. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, in accordance with a request of the Managing Agents or the Required Managing Agents or all of the Purchasers, as applicable, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Purchasers.

(b) Each Managing Agent shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal

counsel (including, without limitation, counsel to Seller), independent accountants and other experts selected by such Managing Agent. Each Managing Agent shall in all cases be fully justified in failing or refusing to take any action under this Agreement or any other Transaction Document unless it shall first receive such advice or concurrence of the Purchasers in its related Purchaser Group as it deems appropriate and it shall first be indemnified to its satisfaction by the Purchasers in its Purchaser Group, *provided* that unless and until such Managing Agent shall have received such advice, such Managing Agent may take or refrain from taking any action, as such Managing Agent shall deem advisable and in the best interests of the Purchasers in its related Purchaser Group. Each Managing Agent shall in all cases be fully protected in acting, or in refraining from acting, in accordance with a request of the Purchasers in its related Purchaser Group, and such request and any action taken or failure to act pursuant thereto shall be binding upon all such Purchasers.

Section 8.05. Non-Reliance on Administrative Agent and Other Purchasers. Each Purchaser expressly acknowledges that none of the Administrative Agent, the Managing Agents or any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates has made any representations or warranties to it and that no act by the Administrative Agent or any Managing Agent hereafter taken, including, without limitation, any review of the affairs of any Transaction Party, shall be deemed to constitute any representation or warranty by the Administrative Agent or such Managing Agent. Each Purchaser represents and warrants to the Administrative Agent and the Managing Agents that it has made and will continue to make, independently and without reliance upon the Administrative Agent, any Managing Agent or any other Purchaser and based on such documents and information as it has deemed appropriate, its own appraisal of and investigation into the business, operations, property, prospects, financial and other conditions and creditworthiness of each Transaction Party and the Receivables and made its own decision to enter into this Agreement, the other Transaction Documents and all other documents related hereto or thereto.

Section 8.06. Reimbursement and Indemnification. The Bank Purchasers agree to reimburse and indemnify the Administrative Agent, and the Bank Purchasers in each Purchaser Group agree to reimburse the Managing Agent for such Purchaser Group, and their respective officers, directors, employees, representatives and agents ratably according to their (a) Percentages (in the case of any reimbursement and indemnity obligations owing to its Managing Agent) or (b) Commitments (in the case of any reimbursement and indemnity obligations owing to the Administrative Agent), to the extent not paid or reimbursed by the Transaction Parties (i) for any amounts for which the Administrative Agent, in its capacity as Administrative Agent, or any Managing Agent, acting in its capacity as a Managing Agent, is entitled to reimbursement by the Transaction Parties hereunder and (ii) for any other expenses incurred by the Administrative Agent, in its capacity as Administrative Agent, or any Managing Agent, acting in its capacity as a Managing Agent, and acting on behalf of its related Purchasers, in connection with the administration and enforcement of this Agreement and the other Transaction Documents.

Section 8.07. Administrative Agent and the Managing Agents in their Individual Capacities. The Administrative Agent, each Managing Agent and each of their respective Affiliates may make loans to, accept deposits from and generally engage in any kind of business with Seller or any Affiliate of Seller as though it were not the Administrative Agent or a Managing

Agent hereunder. With respect to the acquisition of Receivable Interests pursuant to this Agreement, the Administrative Agent and each Managing Agent shall have the same rights and powers under this Agreement in its individual capacity as any Purchaser and may exercise the same as though it were not the Administrative Agent or a Managing Agent, and the terms "Managing Agent" and "Managing Agents" shall include the Administrative Agent in its individual capacity and the terms "Bank Purchaser," "Purchaser," "Bank Purchasers" and "Purchasers" shall include the Administrative Agent and each Managing Agent in its individual capacity.

Section 8.08. Successor Administrative Agent. The Administrative Agent may, upon five (5) days' notice to Seller and the Purchasers resign as Administrative Agent. If the Administrative Agent shall resign, then the Required Managing Agents during such five-day period shall appoint from among the Managing Agents a successor Administrative Agent. If for any reason no successor Administrative Agent is appointed by the Required Managing Agents during such five-day period, then effective upon the termination of such five day period, the Managing Agents shall perform all of the duties of the Administrative Agent hereunder and under the other Transaction Documents and Seller and the Servicer (as applicable) shall make all payments in respect of the Seller Obligations directly to the applicable Managing Agents and for all purposes shall deal directly with the Managing Agents. After the effectiveness of any retiring Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Transaction Documents and the provisions of this Article VIII and Article IX shall continue in effect for its benefit with respect to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and under the other Transaction Documents.

Section 8.09. Successor Managing Agent. A Managing Agent may, upon five (5) days' notice to Seller, the Administrative Agent and the Purchasers in its Purchaser Group resign as Managing Agent. If a Managing Agent shall resign, then the Bank Purchasers in such Managing Agent's Purchaser Group shall appoint a successor managing agent during such five-day period. If for any reason no successor Managing Agent is appointed by such Bank Purchasers during such five-day period, then effective upon the termination of such five-day period, the Bank Purchasers in such Managing Agent's Purchaser Group shall perform all of the duties of the resigning Managing Agent hereunder and under the other Transaction Documents and Seller and the Servicer (as applicable) shall make all payments in respect of the Seller Obligations directly to the applicable Purchasers and for all purposes shall deal directly with such Purchasers. After the effectiveness of any retiring Managing Agent's resignation hereunder, the retiring Managing Agent shall be discharged from its duties and obligations hereunder and under the other Transaction Documents and the provisions of this Article VIII and Article IX shall continue in effect for its benefit with respect to any actions taken or omitted to be taken by it while it was a Managing Agent under this Agreement and under the other Transaction Documents.

ARTICLE IX

INDEMNIFICATION

*Section 9.01. Indemnities by the S*eller. Without limiting any other rights that the Administrative Agent, each Managing Agent, each Conduit Purchaser, each Bank Purchaser, each Affected Person or any of their respective Affiliates, officers, directors, agents and employees (each, an *"Indemnified Party"*) may have hereunder or under applicable law, the Seller hereby agrees to indemnify each Indemnified Party from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) (all of the foregoing being collectively referred to as *"Indemnified Amounts"*) arising out of or resulting from this Agreement or any other Transaction Document or the use of proceeds of purchases or reinvestments or the ownership of Receivable Interests or in respect of any Receivable or any Contract, excluding, however, (a) Indemnified Amounts resulting from gross negligence or willful misconduct on the part of such Indemnified Party, (b) recourse for uncollectible Receivables or delayed payment thereon due to creditworthiness of the Obligors and (c) any income taxes or any other tax or fee measured by income incurred by such Indemnified Party arising out of or as a result of this Agreement or the ownership of Receivable Interests or in respect of any Receivable or any Contract. Without limiting or being limited by the foregoing, the Seller shall pay on demand to each Indemnified Party any and all amounts necessary to indemnify such Indemnified Party from and against any and all Indemnified Amounts relating to or resulting from any of the following:

(i) the failure of any Receivable represented by the Seller or the Servicer to be an Eligible Receivable hereunder to be an "Eligible Receivable" at the time of such representation;

(ii) any representation, warranty or statement made or deemed made by any Transaction Party (or any of their respective officers) under or in connection with this Agreement or any of the other Transaction Documents which shall have been incorrect in any respect when made;

(iii) the failure by any Transaction Party to comply with any applicable law, rule or regulation with respect to any Receivable or the related Contract; or the failure of any Receivable or the related Contract to conform to any such applicable law, rule or regulation;

(iv) the failure to vest (a) in the Purchasers a first priority perfected undivided percentage ownership interest, to the extent of each Receivable Interest, in the Receivables and the Related Security and Collections in respect thereof, or (b) in the Administrative Agent a first priority perfected security interest in all of the property described in Section 2.11, in each case free and clear of any Adverse Claim;

(v) the failure to have filed, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other applicable laws with respect to any Receivables and the Related Security and Collections

in respect thereof, whether at the time of any purchase or reinvestment or at any subsequent time;

(vi) any dispute, claim or defense (other than discharge in bankruptcy) of an Obligor to the payment of any Receivable (including, without limitation, a defense based on such Receivable or the related Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from the sale of the merchandise, goods or services related to such Receivable or the furnishing or failure to furnish such merchandise, goods or services or relating to collection activities with respect to such Receivable;

(vii) any failure of any Transaction Party to perform its duties or obligations in accordance with the provisions hereof and each other Transaction Document or to perform its duties or obligations under the Contracts or to timely and fully comply in all respects with the applicable Originator's Credit and Collection Policy in regard to each Receivable and the related Contract;

(viii) any products liability, environmental or other claim arising out of or in connection with merchandise, goods or services which are the subject of any Contract or any credit card issued by the Originator or any Contract related thereto;

(ix) the commingling of Collections of Receivables at any time with other funds;

(x) any investigation, litigation or proceeding (actual or threatened) related to this Agreement or any other Transaction Document or the use of proceeds of purchases or reinvestments or the ownership of Receivable Interests or in respect of any Receivable or Related Security or Contract;

(xi) any failure of any Transaction Party to comply with its covenants contained in this Agreement or any other Transaction Document;

(xii) any setoff with respect to any Receivable;

(xiii) any claim brought by any Person other than an Indemnified Party arising from any activity by the Seller or any Affiliate of the Seller in servicing, administering or collecting any Receivable; or

(xiv) the failure by any Transaction Party to pay when due any taxes, including, without limitation, sales, excise or personal property taxes.

Notwithstanding anything to the contrary in this Agreement, solely for purposes of the Seller's indemnification obligations in this Article IX, any representation, warranty or covenant qualified by the occurrence or non-occurrence of a Material Adverse Effect or similar concepts of materiality shall be deemed to be not so qualified.

ARTICLE X

MISCELLANEOUS

Section 10.01. No Waiver; Amendments, Etc. No failure on the part of any Managing Agent, any Conduit Purchaser, any Bank Purchaser or the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. No amendment or waiver of any provision of this Agreement or consent to any departure by any Transaction Party therefrom shall be effective unless in a writing signed by the Administrative Agent and the Required Managing Agents (and, in the case of any amendment, also signed by the Seller), and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided, however,* that no amendment, waiver or consent shall, unless in writing and signed by the Servicer in addition to the Administrative Agent and the Required Managing Agents, affect the rights or duties of the Servicer under this Agreement; *provided, further,* that no amendment, waiver or consent shall, unless in writing and signed by each Managing Agent in addition to the Administrative Agent:

(a) change (directly or indirectly) the definitions of Eligible Receivable, Lock-Box Event, Default Ratio, Defaulted Receivable, Dilution Reserve Percentage, Loss-to-Liquidation Ratio, Net Receivables Pool Balance, Loss Reserve Percentage, Yield Reserve Percentage or Total Reserves contained in this Agreement, or increase the then existing Concentration Limit for any Obligor or change the calculation of Receivable Interest as set forth in such definition;

(b) reduce the amount of Capital or Yield that is payable on account of any Receivable Interest or delay any scheduled date for payment thereof;

(c) reduce fees (including, without limitation, the Facility Fees and Commitment Fees) payable by the Seller to any Managing Agent, any Conduit Purchaser or any Bank Purchaser or delay the dates on which such fees are payable;

(d) extend the Scheduled Commitment Termination Date (except as set forth in Section 11.02);

(e) change or waive any Event of Termination;

(f) change or waive any of the provisions of Section 2.04(c);

(g) waive the representations and warranties set forth on Annex F and referred to in Section 4.01(t);

(h) consent to any waiver of the representations and warranties set forth on Annex A to the Sale Agreement; or

(i) release any material portion of the property with respect to which a security or ownership interest has been granted hereunder to the Administrative Agent or the Purchasers;

and *provided, further,* that no amendment, waiver or consent shall increase the Commitment of any Bank Purchaser unless in writing and signed by such Bank Purchaser.

Section 10.02. Notices, Etc. All notices and other communications hereunder shall, unless otherwise stated herein, be in writing (which shall include facsimile communication) and faxed or delivered, to each party hereto, at its address set forth under its name on the signature pages hereof or at such other address as shall be designated by such party in a written notice to the other parties hereto. Notices and communications by facsimile shall be effective when sent (and shall be followed by hard copy sent by regular mail), and notices and communications sent by other means shall be effective when received.

Section 10.03. **[Reserved.]**

Section 10.04. Costs and Expenses. In addition to the rights of indemnification granted under Section 9.01 hereof, the Seller agrees to pay on demand all reasonable costs and expenses in connection with the preparation, execution, delivery and administration (including periodic auditing and the other activities contemplated in Section 5.02, subject to the limitations described therein) of this Agreement, any Liquidity Asset Purchase Agreement and the Transaction Documents, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent, each Managing Agent, each Conduit Purchaser, each Bank Purchaser and their respective Affiliates with respect thereto and with respect to advising the Administrative Agent, such Managing Agent, such Conduit Purchaser, such Bank Purchaser and their respective Affiliates as to their rights and remedies under this Agreement. In addition, the Seller agrees to pay on demand all costs and expenses (including reasonable counsel fees and expenses), of the Administrative Agent, each Managing Agent, each Conduit Purchaser, each Bank Purchaser and their respective Affiliates, incurred in connection with the enforcement of this Agreement and the Transaction Documents.

Section 10.05. No Proceedings. Each of the Seller, the Administrative Agent, each Managing Agent, each Bank Purchaser, the Servicer, each assignee of a Receivable Interest or any interest therein and each Person which enters into a commitment to purchase Receivable Interests or interests therein hereby agrees that it will not institute against any Conduit Purchaser any proceeding of the type referred to in Section 7.01(f) so long as any commercial paper, promissory notes or other senior indebtedness issued by such Conduit Purchaser shall be outstanding or there shall not have elapsed one year plus one day since the last day on which any such commercial paper, promissory notes or other senior indebtedness shall have been outstanding.

Section 10.06. Confidentiality. (a) The Seller and the Servicer each agrees to maintain the confidentiality of the Transaction Documents in communications with third parties and otherwise; *provided* that the Transaction Documents may be disclosed (i) to the legal counsel and auditors of the Seller and the Servicer if they agree to hold it confidential, and (ii) to the extent required by

applicable law or regulation or by any court, regulatory body or agency having jurisdiction over such party.

(b) Each Purchaser, each Managing Agent and the Administrative Agent agrees to maintain the confidentiality of all proprietary information with respect to the Seller, the Servicer or the Receivables furnished or delivered to it pursuant to this Agreement; *provided,* that such information may be disclosed (i) to such party's legal counsel and auditors if they agree to hold such information confidential, (ii) to such party's assignees and participants and potential assignees and participants and their respective counsel if they agree to hold it confidential, (iii) to the rating agencies and the providers of credit enhancement or liquidity for any Conduit Purchaser, and (iv) to the extent required by applicable law or regulation or by any court, regulatory body or agency having jurisdiction over such party; and *provided, further,* that such party shall have no obligation of confidentiality in respect of any information which may be generally available to the public or becomes available to the public through no fault of such party.

Section 10.07. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES) EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE INTERESTS OF THE ADMINISTRATIVE AGENT, THE MANAGING AGENTS, THE CONDUIT PURCHASERS AND THE BANK PURCHASERS IN THE RECEIVABLES AND ANY OTHER COLLATERAL DESCRIBED IN SECTION 2.11 ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

Section 10.08. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 10.09. Integration; Binding Effect; Survival of Termination. This Agreement and the other Transaction Documents executed by the parties hereto on the date hereof contain the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns (including any trustee in bankruptcy). Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms and shall remain in full force and effect until the later of (i) the Termination Date and (ii) the date on which no Capital of or Yield on any Receivable Interest shall be outstanding and all Fees and other Seller Obligations are paid in full; *provided, however,* that rights and remedies with respect to any breach of any representation and warranty made by the Seller pursuant to Article IV, (including, without limitation, those representations and warranties set forth on Annex F) and the provisions of

Sections 2.08, 2.09, 6.06, 9.01, 10.04, 10.05 and 10.06 shall survive any termination of this Agreement.

Section 10.10. Consent to Jurisdiction. (a) Each party hereto hereby irrevocably submits to the non-exclusive jurisdiction of any New York State or Federal court sitting in New York City in any action or proceeding arising out of or relating to this Agreement, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. The parties hereto hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the Seller and the Servicer consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in Section 10.02. Nothing in this Section 10.10 shall affect the right of any Managing Agent, any Conduit Purchaser, any Bank Purchaser or the Administrative Agent to serve legal process in any other manner permitted by law.

Section 10.11. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.

Section 10.12. Limitation of Liability. No claim may be made by any Transaction Party or any other Person against any Managing Agent, any Purchaser, the Administrative Agent or their respective Affiliates, directors, officers, employees, attorneys or agents (each a *"Purchaser Party"*) for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Transaction Document, or any act, omission or event occurring in connection herewith or therewith, except with respect to any claim arising out of the willful misconduct or gross negligence of such Purchaser Party; and each of the Seller and the Servicer hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 10.13. Intent of the Parties. (a) It is the intention of the parties hereto that each purchase of Receivable Interests shall convey to the applicable Purchasers, to the extent of such Receivable Interests, an undivided interest in the Receivables and the Related Security and Collections in respect thereof and that such transaction shall constitute a purchase and sale and not a secured loan for all purposes other than for United States federal, state and local income tax purposes. If, notwithstanding such intention, the conveyance of the Receivable Interests from the Seller shall ever be recharacterized as a secured loan and not a sale, it is the intention of the parties hereto that this Agreement shall constitute a security agreement under applicable law, and that the Seller shall be deemed to have granted to the Administrative Agent for the benefit of the Purchasers a duly perfected first priority security interest in all of the Seller's right, title and interest in, to and

under the Receivables and Related Security and Collections in respect thereof, free and clear of Adverse Claims other than Permitted Liens.

(b) The Seller has structured the Transaction Documents with the intention that the Receivable Interests and the obligations of the Seller hereunder will be treated under United States federal, and applicable state, local and foreign tax law as debt (the *"Intended Tax Treatment"*). The Seller, Columbia Gas of Pennsylvania, the Administrative Agent, each Managing Agent, each Conduit Purchaser and each Bank Purchaser agree to file no tax return, or take any action, inconsistent with the Intended Tax Treatment. Each assignee and each participant acquiring an interest in a Receivable Interest, by its acceptance of such assignment or participation, agrees to comply with the immediately preceding sentence.

Section 10.14. Release upon Termination. On the date following the Termination Date on which all outstanding Capital and Yield is reduced to zero and all other Seller Obligations are paid in full, the Administrative Agent shall, at the expense of the Seller, promptly deliver any document or agreement reasonably requested by the Seller to evidence the termination of the interests of the Administrative Agent and the Purchasers in the Receivables, Related Security, the Blocked Accounts and the Lock-Boxes (including, without limitation, UCC-3 termination statement and notices terminating the Blocked Account Agreements).

Section 10.15. Limited Recourse. Notwithstanding anything to the contrary contained herein, the obligations of each Conduit Purchaser under this Agreement are solely the obligations of such Conduit Purchaser and shall be payable at such time as funds are received by or are available to such Conduit Purchaser in excess of funds necessary to pay in full all outstanding commercial paper issued by it and, to the extent funds are not available to pay such obligations, the claims relating thereto shall not constitute a claim against such Conduit Purchaser but shall continue to accrue. Each party hereto agrees that the payment of any claim (as defined in Section 101 of Title 11, United States Code (Bankruptcy)) of any such party shall be subordinated to the payment in full of all commercial paper of each Conduit Purchaser. No recourse under any obligation, covenant or agreement of any Conduit Purchaser contained in this Agreement shall be had against any member, manager, officer, director, employee or agent of any Conduit Purchaser, any Bank Purchaser, any Managing Agent, the Administrative Agent or any of their Affiliates (solely by virtue of such capacity) by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly understood and agreed that this Agreement is solely an obligation of the Administrative Agent, the Managing Agents, the Conduit Purchasers and the Bank Purchasers, respectively, individually, and that no personal liability whatever shall attach to or be incurred by any incorporator, stockholder, officer, director, member, employee or agent of any Managing Agent, any Conduit Purchaser, any Bank Purchaser, the Administrative Agent or any of their Affiliates (solely by virtue of such capacity) under or by reason of any of the obligations, covenants or agreements of the Administrative Agent, any Managing Agent, any Conduit Purchaser or any Bank Purchaser contained in this Agreement, or implied therefrom, and that any and all personal liability for breaches by the Administrative Agent, any Managing Agent, any Conduit Purchaser or any Bank Purchaser of any of such obligations, covenants or agreements, either at common law or at equity, or by statute, rule or regulation, of every such member, manager, officer, director, employee or agent is hereby expressly waived as a condition of and in consideration for the execution of this

Agreement; *provided* that the foregoing shall not relieve any such Person from any liability it might otherwise have as a result of fraudulent actions taken or omissions made by them.

Section 10.16. USA PATRIOT Act. Each party hereto that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the *"Act"*) hereby notifies the Seller and the Servicer that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Seller and the Servicer, which information includes the name and address of each of the Seller and the Servicer and other information that will allow such Person to identify the Seller and the Servicer in accordance with the Act.

ARTICLE XI

ASSIGNMENTS; PARTICIPATIONS; RENEWAL

Section 11.01. Assignability. (a) *Assignment by Conduit Purchasers.* This Agreement and any Conduit Purchaser's rights and obligations hereunder (including ownership of each Receivable Interest) shall be assignable by such Conduit Purchaser and its successors and permitted assigns to any Eligible Assignee. The Managing Agent of such Conduit Purchaser shall notify the Administrative Agent and the Seller of any such assignment of a Receivable Interest or any interest therein. Each Conduit Purchaser may, in connection with an assignment or participation of a Receivable Interest or any interest therein, disclose to the assignee or participant any information relating to the Transaction Parties, including the Receivables, furnished to such assignor by or on behalf of any Transaction Party or by the Administrative Agent; *provided* that, prior to any such disclosure, the assignee or participant agrees to preserve the confidentiality of any confidential information relating to the Transaction Parties received by it from any of the foregoing entities in a manner consistent with Section 10.07(b). Notwithstanding any provision hereof to the contrary, any Conduit Purchaser may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Conduit Purchaser to a collateral agent or a security trustee in connection with the funding by such Conduit Purchaser; *provided* that no such pledge or assignment shall release such Conduit Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for such Conduit Purchaser as a party hereto.

(b) *Assignment by Bank Purchasers.* Each Bank Purchaser may assign all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and any Receivable Interests or interests therein owned by it) to (x) without the consent of the Seller, any Eligible Assignee or (y) with the consent of the Seller, any other Person (such consent not to be unreasonably withheld or delayed); *provided, however* that

(i) each such assignment shall be of a constant, and not a varying, percentage of all rights and obligations under this Agreement,

(ii) the amount being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than the lesser of (x) $10,000,000 and (y) all of such Bank Purchaser's Commitment,

(iii) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register (as defined below), an Assignment and Acceptance, together with a processing and recordation fee of $3,500, and

(iv) concurrently with such assignment, it shall assign to such Eligible Assignee or such other Person an equal percentage of its rights and obligations under the Liquidity Asset Purchase Agreement to which such assignor Bank Purchaser is a party.

Upon such execution, delivery, acceptance and recording from and after the effective date specified in such Assignment and Acceptance, (x) the assignee thereunder shall be a party to this Agreement and, to the extent that rights and obligations under this Agreement have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Bank Purchaser thereunder and (y) the assigning Bank Purchaser shall, to the extent that rights and obligations have been assigned by it pursuant to such Assignment and Acceptance, relinquish such rights and be released from such obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Bank Purchaser's rights and obligations under this Agreement, such Bank Purchaser shall cease to be a party hereto). In addition, each Bank Purchaser or any of its Affiliates may assign any of its rights (including, without limitation, rights to payment of Capital and Yield) under this Agreement to any Federal Reserve Bank without notice to or consent of any Transaction Party, any Conduit Purchaser, any Managing Agent or the Administrative Agent.

(c) *Register.* The Administrative Agent shall maintain at its address referred to on the signature page of this Agreement (or such other address of the Administrative Agent notified by the Administrative Agent to the other parties hereto) a copy of each Assignment and Acceptance delivered to it and accepted by it and a register for the recordation of the names and addresses of each Managing Agent, each Conduit Purchaser and each Bank Purchaser, the Commitment of the Bank Purchasers and the aggregate outstanding Capital of the Receivable Interest or interests therein owned by each of the Conduit Purchasers and the Bank Purchasers from time to time (the *"Register"*). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Seller, the Servicer, the Administrative Agent, the Managing Agents, the Conduit Purchasers and the Bank Purchasers may treat each Person whose name is recorded in the Register as a Managing Agent, Conduit Purchaser or Bank Purchaser, as the case may be, as such under this Agreement for all purposes of this Agreement. The Register shall be available for inspection by the Seller, the Managing Agents, the Conduit Purchasers and the Bank Purchasers at any reasonable time and from time to time upon reasonable prior notice.

(d) *Procedure.* Upon its receipt of an Assignment and Acceptance executed by an assigning Bank Purchaser, the Managing Agent of such Bank Purchaser and an Eligible Assignee or other Person, the Administrative Agent shall, if such Assignment and Acceptance has been duly completed, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Seller.

(e) *Participations.* Each Bank Purchaser may sell participations to one or more Eligible Assignees in or to all or a portion of its rights and obligations under this Agreement (including,

without limitation, all or a portion of its Commitment and the interests in the Receivable Interests owned by it); *provided, however,* that

(i) such Bank Purchaser's obligations under this Agreement (including, without limitation, its Commitment to the Seller hereunder) shall remain unchanged,

(ii) such Bank Purchaser shall remain solely responsible to the other parties to this Agreement for the performance of such obligations, and

(iii) concurrently with the sale of such participation, the selling Bank Purchaser shall sell to such bank or other entity a participation in an equal percentage of its rights and obligations under the Liquidity Asset Purchase Agreement to which such Bank Purchaser is a party.

The Administrative Agent, the Seller, the Managing Agents, the Conduit Purchasers and the Servicer shall have the right to continue to deal solely and directly with such Bank Purchaser in connection with such Bank Purchaser's rights and obligations under this Agreement.

(f) *Assignments by Administrative Agent.* This Agreement and the rights and obligations of the Administrative Agent herein shall be assignable by the Administrative Agent and its successors and assigns with the prior written consent of the Required Managing Agents; *provided* that in the case of an assignment to a Person that is not an Affiliate of the Administrative Agent, so long as no Event of Termination has occurred and is continuing, such assignment shall require the Seller's consent (not to be unreasonably withheld or delayed).

(g) *No Assignment by Seller or Servicer.* Neither the Seller nor the Servicer may assign any of its rights or obligations hereunder or any interest herein without the prior written consent of the Administrative Agent and each Required Managing Agent.

Section 11.02. Extension of Scheduled Commitment Termination Date. Seller may advise the Managing Agents in writing of its desire to extend the Scheduled Commitment Termination Date for an additional 364 days, *provided* such request is made not more than sixty (60) days prior to, and not less than forty-five (45) days prior to, the then current Scheduled Commitment Termination Date. Each Managing Agent, upon being so advised by Seller, shall promptly notify each Bank Purchaser in its related Purchaser Group of any such request and each such Bank Purchaser shall notify its related Managing Agent, Seller and the Administrative Agent of its decision to accept or decline the request for such extension no later than thirty (30) days after receipt of such request (it being understood that each Bank Purchaser may accept or decline such request in its sole discretion and on such terms as it may elect, and the failure to so notify its related Managing Agent, Seller and the Administrative Agent shall be deemed an election not to extend by such Bank Purchaser). In the event that any Bank Purchaser declines the request to extend the Scheduled Commitment Termination Date (each such Bank Purchaser being referred to herein as a *"Non-Renewing Bank Purchaser"*), and the Commitment of such Non-Renewing Bank Purchaser is not assigned to another Person in accordance with the terms of this Article XI prior to the then current Scheduled Commitment Termination Date, the then current Scheduled Commitment Termination Date shall not be extended.

Section 11.03. Additional Purchaser Groups. Upon Seller's request with approval of the Administrative Agent and each Managing Agent, an additional Purchaser Group may be added to this Agreement at any time by the execution and delivery of a Joinder Agreement by the members of such proposed additional Purchaser Group, Seller, the Servicer, the Administrative Agent and each Managing Agent, and execution and delivery of a reaffirmation of the Performance Guaranty, which execution and delivery shall not be unreasonably refused by such parties. Upon the effective date of such Joinder Agreement, (i) each Person specified therein as a "Conduit Purchaser" shall become a party hereto as a Conduit Purchaser, entitled to the rights and subject to the obligations of a Conduit Purchaser hereunder, (ii) each Person specified therein as a "Bank Purchaser" shall become a party hereto as a Bank Purchaser, entitled to the rights and subject to the obligations of a Bank Purchaser hereunder, (iii) each Person specified therein as a "Managing Agent" shall become a party hereto as a Managing Agent, entitled to the rights and subject to the obligations of a Managing Agent hereunder and (iv) the Program Limit shall be increased by an amount equal to the aggregate Commitments of the Bank Purchasers party to such Joinder Agreement.

Section 11.04. Amendment and Restatement. This Agreement shall become effective on the date hereof and shall supersede all provisions of the Original Agreement. All outstanding obligations under the Original Agreement on the date hereof (and which have not been repaid on the date hereof) shall continue to remain outstanding under this Agreement. From and after the date hereof, all references to the Original Agreement, any Transaction Document or in any other instrument or document shall, without more, be deemed to refer to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

SELLER:

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By:_____
Name: _____
Title: _____

290 W. Nationwide Blvd.
Columbus, Ohio 43215
Attention: Assistant Treasurer
Facsimile: (219) 647-6116

SERVICER:

COLUMBIA GAS OF PENNSYLVANIA, INC.

By:_____
Name: _____
Title: _____

290 W. Nationwide Blvd.
Columbus, Ohio 43215
Attention: Assistant Treasurer
Facsimile: (219) 647-6116

MANAGING AGENT:

THE BANK OF NOVA SCOTIA

By:_____
Name: Sandy Dewar
Title: Director

The Bank of Nova Scotia
40 King Street West
Toronto, Ontario, M5W 2X6
Attention: Sandy Dewar
Email: sandy.dewar@scotiabank.com

With a copy to:

250 Vesey Street
New York, New York 10281
Attention: Darren Ward
Telephone: (212) 225-5264
Email: darren.ward@scotiabank.com

CONDUIT PURCHASER:

LIBERTY STREET FUNDING LLC

By:_____
Name: _____
Title: _____

c/o Global Securitization Services, LLC
68 South Melville Road, Suite 120
Melville, New York 11747
Attention: Jill Russo
Telephone: (212) 295-2742
Fax: (212) 302-8767
Email: jrusso@gssnyc.com

Wire Instructions:

The Bank of Nova Scotia – New York Agency
ABA No.: 026002532
Acct. No.: 1016733
Account Name: Liberty Street Funding LLC
For Further Credit: BNS HOUSTON – NOSCUS4H (Liberty Street Funding LLC – acct 1016733)

ADMINISTRATIVE AGENT:

THE BANK OF NOVA SCOTIA

By:_____
Name: Sandy Dewar
Title: Director

The Bank of Nova Scotia
40 King Street West
Toronto, Ontario, M5W 2X6
Attention: Sandy Dewar
Email: sandy.dewar@scotiabank.com

With a copy to:

250 Vesey Street
New York, New York 10281
Attention: Darren Ward
Telephone: (212) 225-5264
Email: darren.ward@scotiabank.com

REAFFIRMATION, ACKNOWLEDGEMENT, AND CONSENT OF PROVIDER

The undersigned, NiSource Inc. heretofore executed and delivered to the Administrative Agent a Performance Undertaking dated March 15, 2010. The undersigned hereby consents to the Amended and Restated Receivables Purchase Agreement as set forth above and confirms that its Performance Undertaking, and all obligations of the undersigned thereunder, remains in full force and effect. The undersigned further agrees that the consent of the undersigned to any amendments to the Amended and Restated Receivables Purchase Agreement shall not be required as a result of this consent having been obtained. The undersigned acknowledges that the Administrative Agent is relying on the assurances provided herein in entering into the Amended and Restated Receivables Purchase Agreement set forth above.

NISOURCE INC.

By:_____
Name: _____
Title: _____

SCHEDULE I

COMMITMENTS; PURCHASER GROUPS

At any time during the period from February 19 to April 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	[$140,000,000]	[$140,000,000]
		TOTAL	[$140,000,000]	[$140,000,000]

At any time during the period from April 19 to May 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$85,000,000	$85,000,000
		TOTAL	$85,000,000	$85,000,000

At any time during the period from May 19 to June 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$50,000,000	$50,000,000
		TOTAL	$50,000,000	$50,000,000

At any time during the period from June 19 to July 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$35,000,000	$35,000,000
		TOTAL	$35,000,000	$35,000,000

At any time during the period from July 19 to October 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$20,000,000	$20,000,000
		TOTAL	$20,000,000	$20,000,000

At any time during the period from October 19 to November 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$25,000,000	$25,000,000
		TOTAL	$25,000,000	$25,000,000

At any time during the period from November 19 to December 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$35,000,000	$35,000,000
		TOTAL	$35,000,000	$35,000,000

At any time during the period from December 19 to January 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT
Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$75,000,000	$75,000,000
		TOTAL	$75,000,000	$75,000,000

At any time during the period from January 19 to February 18:

PURCHASER GROUP	CONDUIT PURCHASER(S)	BANK PURCHASER(S)	COMMITMENT	GROUP PURCHASE LIMIT

Scotia Purchaser Group	N/A	The Bank of Nova Scotia	$110,000,000	$110,000,000
		TOTAL	$110,000,000	$110,000,000

SCHEDULE II

LOCK BOXES AND BLOCKED ACCOUNTS

BANK	DEPOSIT ACCOUNT AND RELATED LOCK-BOX
U.S. Bank National Association	Account: 13010616229 Lock-Box: 742537 Address: P.O. Box 742537, Cincinnati, Ohio 45274-2537
JP Morgan Chase Bank, N.A.	4352476
PNC Bank, National Association	1010935277

ANNEX A

FORM OF ASSIGNMENT AND ACCEPTANCE

(attached)

FORM OF ASSIGNMENT AND ACCEPTANCE

Dated **[_____]**

Reference is made to the Amended and Restated Receivables Purchase Agreement, dated as of May 6, 2019, by and among Columbia Gas of Pennsylvania Receivables Corporation, as the Seller, the entities from time to time party hereto as Conduit Purchasers, the entities from time to time party hereto as Bank Purchasers, the entities from time to time party hereto as Managing Agents (each a *"Managing Agent"* and collectively, the *"Managing Agents"*), The Bank of Nova Scotia (*"Scotia"*), as Administrative Agent, and Columbia Gas of Pennsylvania, Inc., a Pennsylvania corporation, as Servicer, as the same may be amended, supplemented or otherwise modified from time to time (the *"Agreement"*). Terms defined in the Agreement are used herein with the same meaning.

[Assigning Purchaser] (the *"Assignor"*) and **[Eligible Assignee]** (the *"Assignee"*), hereby agree as follows:

SECTION 1. PURCHASE AND SALE OF INTEREST.

The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, an interest in and to all of the Assignor's rights and obligations under the Agreement as of the date hereof (including, without limitation, its Commitment and all Receivable Interests owned by it) equal to the percentage (the *"Percentage"*) interest specified on the signature page hereto. After giving effect to such sale and assignment, the Assignee's Commitment will be as set forth in Section 2 of the signature page hereto. **[As consideration for the sale and assignment contemplated in this Section 1, the Assignee shall pay to the Assignor on the Effective Date (as hereinafter defined) in immediately available funds an amount equal to $_____]**, representing the purchase price payable by the Assignee for the Receivable Interests sold and assigned to the Assignee under this Section 1.*

SECTION 2. REPRESENTATIONS AND DISCLAIMERS OF ASSIGNOR.

The Assignor:

A. represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim;

B. makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Transaction Document or any other instrument or document furnished pursuant thereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any

* Include bracketed text if Assignor holds a portion of the Receivable Interests on the Effective Date.

Transaction Document or any other instrument or document furnished pursuant thereto; and

C. makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Transaction Party or the performance or observance by any Transaction Party of any of its respective obligations under the Transaction Documents or any other instrument or document furnished pursuant thereto.

SECTION 3. REPRESENTATIONS AND AGREEMENTS OF ASSIGNEE.

The Assignee:

A. confirms that it has received a copy of the Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01(j) of the Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance;

B. agrees that it will, independently and without reliance upon the Administrative Agent, any Managing Agent, the Assignor or any other Purchaser and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Agreement;

C. (x) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Agreement and the other Transaction Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto and (y) appoints and authorizes **[_____]** to take such action as agent on its behalf and to exercise such powers under the Agreement and the other Transaction Documents as are delegated to a Managing Agent by the terms thereof, together with such powers as are reasonably incidental thereto;

D. agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Agreement and this Assignment and Acceptance are required to be performed by it as a **[Bank][Conduit]** Purchaser;

E. specifies as its address for notices the office set forth beneath its name on the signature pages hereof;

F. represents that this Assignment and Acceptance has been duly authorized, executed and delivered by the Assignee pursuant to its corporate powers and constitutes the legal, valid and binding obligation of the Assignee; and

G. if the Assignee is organized under the laws of a jurisdiction outside the United States, (i) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the

Assignee under the Agreement or such other documents as are necessary to indicate that all such payments are subject to such taxes at a rate reduced by an applicable tax treaty and (ii) agrees to provide the Administrative Agent (to the extent permitted by applicable law) with similar forms for each subsequent tax year of the Assignee in which payments are to be made to the Assignee under the Agreement.

SECTION 4. EFFECTIVENESS OF ASSIGNMENT.

Following the execution of this Assignment and Acceptance by the Assignor and the Assignee, it will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The effective date of this Assignment and Acceptance shall be the date of acceptance thereof by the Administrative Agent, unless otherwise specified in Section 3 of the signature page hereto (the *"Effective Date"*).

SECTION 5. RIGHTS OF THE ASSIGNEE.

Upon such acceptance and recording by the Administrative Agent, as of the Effective Date, (i) the Assignee shall be a party to the Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a **[Bank][Conduit]** Purchaser thereunder and hereunder, (ii) the Assignee shall be a member of the Purchaser Group of which **[_____]** is the Managing Agent and (iii) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Agreement.

SECTION 6. PAYMENTS.

Upon such acceptance and recording by the Administrative Agent, from and after the Effective Date, the Administrative Agent, the Seller or the Servicer, as the case may be, shall make all payments under the Agreement in respect of the interest assigned hereby (including, without limitation, all payments of fees with respect thereto) to the Assignee in accordance with the Agreement. The Assignor and Assignee shall make all appropriate adjustments in payments under the Agreement for periods prior to the Effective Date directly between themselves.

SECTION 7. GOVERNING LAW.

THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by their respective officers thereunto duly authorized, as of the date first above written.

Dated as of _____

Section 1.
Percentage: _____%

Section 2.
Assignee's Commitment as of the Effective Date: $_____

Capital of Receivable Interests held by Assignee as of the Effective Date: $_____

Section 3.
Effective Date:** _____, 20

[NAME OF ASSIGNOR]

By:_____
Name: _____
Title: _____

[NAME OF ASSIGNEE]

By:_____
Name: _____
Title: _____

Address for Notices:

[Insert]

** This date should be no earlier than the date of acceptance by the Administrative Agent.

Accepted this _____ day of _____,
20___

THE BANK OF NOVA SCOTIA, as Administrative Agent

By:_____
Name: _____
Title: _____

Acknowledged and Agreed to by:

[Consented to this _____ day
of _____, 20__

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By:_____
Name: _____
Title: _____

ANNEX B

FORM OF BLOCKED ACCOUNT AGREEMENT

Executed Versions to be Attached

ANNEX C

FORMS OF CONTRACTS

(attached)

ANNEX D

CREDIT AND COLLECTION POLICY

(attached)

ANNEX E-1

FORM OF MONTHLY REPORT

(attached)

ANNEX E-2

FORM OF DAILY REPORT

(attached)

ANNEX F

ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE SELLER

1. This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in the Receivables, the Related Security and Collections with respect thereto and the Blocked Accounts and Lock-Boxes in favor of the Administrative Agent, for the benefit of the Indemnified Parties, which security interest is prior to all other Adverse Claims other than Permitted Liens, and is enforceable as such against the creditors of and purchasers from the Seller.

2. The Receivables constitute "accounts" within the meaning of the applicable UCC.

3. The Seller owns and has good title to the Receivables, the Related Security and Collections with respect thereto and the Blocked Accounts and Lock-Boxes, free and clear of any Adverse Claim, claim or encumbrance of any Person other than Permitted Liens.

4. The Seller has caused or will have caused, within ten (10) days, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Receivables, the Related Security and Collections with respect thereto (except with respect to Choice Marketer Receivables which are not Eligible Receivables, solely with respect to filings perfecting the transfer of such Receivables from the related Choice Marketer to the Originator) and the Blocked Accounts and Lock-Boxes granted to the Administrative Agent, for the benefit of the Indemnified Parties, hereunder.

5. Other than the security interest granted to the Administrative Agent, for the benefit of the Indemnified Parties, pursuant to this Agreement, the Seller has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Receivables, the Related Security and Collections with respect thereto or the Blocked Accounts or Lock-Boxes. The Seller has not authorized the filing of and is not aware of any financing statements against the Seller that include a description of collateral covering the Receivables, the Related Security and Collections with respect thereto or the Blocked Accounts or Lock-Boxes other than any financing statement relating to the security interest granted to the Administrative Agent, for the benefit of the Purchasers, hereunder or that has been terminated. The Seller is not aware of any judgment or tax lien filings against the Seller.

ANNEX G

FORM OF PURCHASE NOTICE

[Date]

The Bank of Nova Scotia, as Administrative Agent and a Managing Agent
250 Vesey Street
New York, New York 10281
Attention: _____
Facsimile: _____

[MANAGING AGENT]

Re: Purchase Notice

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Receivables Purchase Agreement, dated as of May 6, 2019, by and among Columbia Gas of Pennsylvania Receivables Corporation, a Delaware corporation (the *"Seller"*), Columbia Gas of Pennsylvania, Inc., as Servicer, the Bank Purchasers, Conduit Purchasers and Managing Agents party thereto and The Bank of Nova Scotia, as Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time (the *"Receivables Purchase Agreement"*). Capitalized terms used herein shall have the meanings assigned to such terms in the Receivables Purchase Agreement.

Each of you is hereby notified of the following purchase of Receivable Interests:

Purchase Price: $_____

Date of Purchase _____

[Yield]:* **[Adjusted Term SOFR][Base Rate]**

_____
* If Assignee Rate is to apply

The amount of the purchase price to be funded by each Purchaser Group is as follows:

Scotia Purchaser Group: $_____

[PURCHASER GROUP]: $_____

Please wire-transfer the proceeds of the purchase price in immediately available funds to the Seller's Account.

Please advise **[Name]** at telephone no. _____ if the Conduit Purchaser in your Purchaser Group will not be making this purchase.

In connection with the purchase to be made on the above listed "Date of Purchase" (the *"Purchase Date"*), the Seller hereby certifies that the following statements are true on the date hereof, and will be true on the Purchase Date (before and after giving effect to the proposed purchase):

(i) the representations and warranties contained in Sections 4.01 and 4.02 of the Receivables Purchase Agreement are correct on and as of the Purchase Date as though made on and as of such date;

(ii) no event has occurred and is continuing, or would result from the proposed purchase, that constitutes an Event of Termination, an Involuntary Bankruptcy Event or an Incipient Event of Termination; and

(iii) the Originator shall has sold or contributed to the Seller, pursuant to the Sale Agreement, all Receivables that arose on or prior to the Purchase Date.

Very truly yours,

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By:_____
Name: _____
Title: _____

ANNEX H

FORM OF JOINDER AGREEMENT

(attached)

FORM OF JOINDER AGREEMENT

Reference is made to the Amended and Restated Receivables Purchase Agreement, dated as of May 6, 2019, by and among Columbia Gas of Pennsylvania Receivables Corporation (the *"Seller"*), Columbia Gas of Pennsylvania, Inc., as Servicer, the Bank Purchasers and Conduit Purchasers from time to time party thereto, the Managing Agents from time to time party thereto and The Bank of Nova Scotia, as Administrative Agent for the Purchasers as the same may be amended, restated, supplemented or otherwise modified from time to time (the *"Agreement"*). To the extent not defined herein, capitalized terms used herein have the meanings assigned to such terms in the Agreement.

_____ (the *"New Managing Agent"*), _____ (the *"New Conduit Purchaser**[s]**"*), _____ (the *"New Bank Purchaser**[s]**"*; and together with the New Managing Agent and New Conduit Purchaser**[s]**, the *"New Purchaser Group"*), the Seller, the Servicer and the Administrative Agent agree as follows:

1. Pursuant to Section 11.03 of the Agreement, the Seller has requested that the New Purchaser Group agree to become a "Purchaser Group" under the Agreement.

2. The effective date (the *"Effective Date"*) of this Joinder Agreement shall be the later of (i) the date on which a fully executed copy of this Joinder Agreement is delivered to the Administrative Agent and (ii) the date of this Joinder Agreement.

3. By executing and delivering this Joinder Agreement, each of the New Managing Agent, the New Conduit Purchaser**[s]** and the New Bank Purchaser**[s]** confirms to and agrees with each other party to the Agreement that (i) it has received a copy of the Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder Agreement; (ii) it will, independently and without reliance upon the Administrative Agent, the other Managing Agents, the other Purchasers or any of their respective Affiliates, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Agreement or any Transaction Document; (iii) it appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Agreement, the Transaction Documents and any other instrument or document pursuant thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto and to enforce its respective rights and interests in and under the Agreement, the Transaction Documents, the Receivables, the Related Security and the Collections; (iv) it will perform all of the obligations which by the terms of the Agreement and the Transaction Documents are required to be performed by it as a Managing Agent, a Conduit Purchaser or a Bank Purchaser, as applicable; (v) its address for notices shall be the office set forth beneath its signature to this Joinder Agreement; and (vi) it is duly authorized to enter into this Joinder Agreement.

4. On the Effective Date of this Joinder Agreement, each of the New Managing Agent, the New Conduit Purchaser**[s]** and the New Bank Purchaser**[s]** shall join in and be

a party to the Agreement and, to the extent provided in this Joinder Agreement, shall have the rights and obligations of a Managing Agent, a Conduit Purchaser or a Bank Purchaser, as applicable, under the Agreement.

5. This Joinder Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written, such execution being made on Schedule I hereto.

[Remainder of page left intentionally blank]

SCHEDULE I

TO

JOINDER AGREEMENT

DATED _____ __, 20__

SECTION 1.

The "Commitment**[s]**" with respect to the New Bank Purchaser**[s] [is][are]**:

[New Bank Purchaser] $_____

SECTION 2.

The "Pro Rata Share" with respect to the New Conduit Purchaser and its Purchaser Group is **[____%]**.

NEW CONDUIT PURCHASER**[S]**: **[NEW CONDUIT PURCHASER[S]]**

By:_____
Name: _____
Title: _____

Address for notices:

[Address]

NEW BANK PURCHASER**[S]**: **[NEW BANK PURCHASER[S]]**

By:_____
Name: _____
Title: _____

Address for notices:

[Address]

NEW MANAGING AGENT: **[NEW MANAGING AGENT]**

By:_____
Name: _____
Title: _____

Address for notices:

[Address]

Consented to this __ day of _____, 20__ by:

COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION, as Seller

By:_____
Name: _____
Title: _____

COLUMBIA GAS OF PENNSYLVANIA, INC.,
as Servicer

By:_____
Name: _____
Title: _____

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By:_____
Name: _____
Title: _____

[_____],
as Managing Agent

By:_____
Name: _____
Title: _____

ANNEX I-1

FORM OF CHOICE MARKETER PURCHASE AGREEMENT

(attached)

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This Agreement made this ____ day of _____, 20__ (*"Agreement"*), by and between _____ located at _____ (*"NGS"*), and Columbia Gas of Pennsylvania, Inc. (*"Company"* or *"CPA"*), 290 W. Nationwide Blvd., Columbus, OH 43215.

WHEREAS, the Company has instituted a service regulated by the Pennsylvania Public Utility Commission (*"Commission"*) in which it offers gas distribution service to residential and small commercial customers of the Company (*"Choice Service"*);

WHEREAS, the Choice Service contemplates that the Company's customers will secure their gas supplies competitively, through a natural gas supplier (*"NGS"*) that has been licensed to supply natural gas in Pennsylvania and is eligible to provide service on the Company's system, and that the Company's customers will continue to use the Company to distribute the gas supplies;

WHEREAS, the Choice Service provides that the Company, at its option, may purchase the accounts receivable from participating NGSs who desire the Company to make such purchases;

WHEREAS, the NGS is participating in the Choice Service, and the NGS desires to have the Company purchase its accounts receivable and the Company has agreed to purchase the NGS's accounts receivable;

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, the NGS and the Company agree to the following terms and conditions:

SECTION 1. DEFINITIONS.

(a) The term *"Customer"* as used herein shall mean the Company's customers who are both participating in the Company's Choice Service and who are being provided natural gas by the NGS. Under no circumstances shall the term "Customer" include the Company's customers who are not participating in the Choice Service or who are not being provided natural gas by the NGS.

(b) The term *"Accounts Receivable"* as used herein shall mean the uncollected amounts that are justly due and owing from Customers in payment for the natural gas sold to the Customer by the NGS. This term does not include any applicable Pennsylvania sales tax or late payment fees charged to the Customer and added to the Customer's bill.

(c) The term *"NGS Agreement"* as used herein shall mean any and all agreements between the NGS and the Company and/or all applicable tariffs of the Company as approved by the Commission, which govern the relationship between the NGS and the Company. The NGS Agreement is hereby incorporated by reference and made part of this Agreement.

(d) The term *"Customer Base"* as used herein shall mean the entire group of Customers for which the NGS is providing natural gas.

SECTION 2. PURCHASES.

Under this Agreement, the Company agrees to purchase from the NGS, and the NGS Agrees to sell to the Company, the NGS's Accounts Receivable in accordance with the following requirements:

(a) The Company shall make purchases beginning in the calendar month December, 2003 and shall make purchases each month thereafter through the remainder of the Initial Term of this Agreement (as defined in paragraph 3 below) and any subsequent renewal term. The purchase made in any particular month shall consist of the Customer indebtedness incurred during the most recently completed billing cycle for each particular Customer. For illustration purposes only, if a Customer's billing cycle is the fifteenth (15) day of Month One to the fifteenth (15) day of Month Two, in Month Two, the Company shall purchase that Customer's Accounts Receivable that is billed in Month Two.

(b) Irrespective of paragraph (a) above, in no case shall the Company purchase the Accounts Receivable for Customer indebtedness incurred prior to October 25, 2001. The Company shall make each monthly purchase as a lump sum consisting of the Accounts Receivable for all of the accounts in the NGS's Customer Base, and the Company shall not make purchases of less than all of the Accounts Receivable held by the NGS for that particular month. Under no circumstance shall the Company purchase the Accounts Receivable for any customer or customers who did not participate in the Choice Service for the month being purchased.

SECTION 3. TERM.

The initial term of this Agreement shall commence upon execution of this Agreement and shall continue until July 1, 2005 (the *"Initial Term"*). After the expiration of the Initial Term, this Agreement shall continue and renew on a year to year basis unless either party provides the other with written notice of its desire to cancel this Agreement at least thirty (30) days prior to expiration of the Initial Term or any renewal term thereafter.

SECTION 4. PRICE.

The Company shall purchase the NGS's Accounts Receivable at a five percent (5%) discount of the total amount billed by the NGS to its total Customer Base for providing natural gas supplies to the Customer Base for that month. The Company shall calculate the amount due the NGS by first adding together all of the bills for natural gas sold to Customers in the NGS's Customer Base, and then multiplying that total amount by ninety-five percent (95%). This calculation methodology shall be effective for all Accounts Receivable purchases made during the entire Initial Term and any renewal term of this Agreement.

SECTION 5. PAYMENT.

Beginning with Accounts Receivable purchased in December, 2003, and continuing on a monthly basis for the Initial Term and any renewal term of this Agreement, the Company shall

make payment to the NGS for the Accounts Receivable being purchased within thirty (30) days after the last unit billed in any billing cycle. Said monthly payment shall be made to the NGS by the Company regardless of whether any particular Customer or Customers in the NGS's Customer Base pays their bill(s). Any monthly payment, other than payments associated with an an adjustment to an account, which is not made by the Company within 60 days shall be subject to a late payment charge of 1.25% per month applied to any unpaid amount.

SECTION 6. SALES TAX RESPONSIBILITY.

The NGS, and not the Company, is fully responsible for all Pennsylvania sales tax deficiencies and audits regarding the NGS's sale of the natural gas commodity to the Customer. The Company acknowledges that it is providing a service to the NGS in those situations where the Company collects the sales tax and remits the sales tax over to Pennsylvania. The NGS also acknowledges that it is responsible for collecting and maintaining Pennsylvania sales tax exemption certificates from the Customers and informing the Company as to which Customers are not required to pay the sales tax. The Company is fully responsible for all Pennsylvania sales tax deficiencies and audits regarding the Company's charges related to the distribution of the natural gas commodity to the Customer.

SECTION 7. LATE PAYMENT FEES.

The Company shall be entitled to collect and retain from the Customers any and all late payment fees specified in the NGS's agreements with the Customer. NGS agrees to include late payment fee language in all natural gas commodity supply agreements with Customers initiated or renewed during the term of this Agreement. The late payment fee shall be equal to at least 1.25% of any unpaid natural gas commodity balance outstanding at the next billing date.

SECTION 8. ADJUSTMENTS.

The Company reserves the right to adjust the NGS's account with regard to Accounts Receivable purchases for up to two (2) years after the original billing date for any individual Customer's bill at issue for accounting errors or any other necessary adjustment.

SECTION 9. RIGHT OF SET-OFF.

The Company and the NGS agree that if the NGS owes the Company any fees, costs or penalties whatsoever, the Company shall have the right of set-off as against those fees, cost or penalties due and owing to the Company. In calculating the payment due the NGS under this Agreement, said fees, costs or penalties shall be deducted from the amount to be paid to the NGS after the five (5%) percent discount is applied to total amount billed by the NGS to its total Customer Base for providing natural gas supplies to the Customer Base for that month.

SECTION 10. BINDING AGREEMENT.

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

SECTION 11. ASSIGNMENT.

This Agreement may be assigned only with the prior written consent of Company, which consent shall not be unreasonably withheld.

SECTION 12. NOTICE AND PAYMENTS.

If requested by the NGS in writing, all payments to the NGS under this Agreement shall be made by wire transfer pursuant to the wire instructions provided by the NGS to the Company. All notices to the NGS and the Company which are provided for in this Agreement shall be duly delivered to the post office address as follows:

_____	(NGS' legal name)
_____	(Address)
_____	(City, State, Zip)
Attn:_____	(Contract Name)
_____	(Telephone number)
_____	(Fax number)
_____	(e-mail address)

Columbia Gas of Pennsylvania, Inc.
290 W. Nationwide Blvd.
Columbus, OH 43215
Attn: **[Heather Bauer**
614-460-5554
614-460-4291
hbauer@nisource.com]

SECTION 13. GOVERNING LAW.

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania (without regard to the conflict of law principles of such Commonwealth), including all matters of construction, validity and performance.

SECTION 14. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, with all such counterparts together constituting one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of _____, 20__.

COLUMBIA GAS OF PENNSYLVANIA, INC.

By:_____
_____
Its: _____

Address:
290 W. Nationwide Blvd.
Columbus, OH 43215

[_____]

By:_____
Its: _____

Address:
_____
_____

ANNEX I-2

FORM OF CHOICE MARKETER SECURITY AGREEMENT

(attached)

ACKNOWLEDGEMENT AND SECURITY AGREEMENT

WHEREAS, Columbia Gas of Pennsylvania, Inc. (the *"Company"*) and **[_____]** (*"Supplier"*) are parties to an Accounts Receivable Purchase Agreement dated **[_____]** pursuant to which certain of Supplier's accounts receivable are sold by Supplier to the Company;

WHEREAS, the parties wish to perfect the Company's interest in such transfer.

NOW, THEREFORE, in consideration of the agreements set forth in the Accounts Receivable Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Notwithstanding any statement in the Accounts Receivable Purchase Agreement, the parties acknowledge and agree that title to a Receivable shall pass to the Company upon delivery of gas to the obligor under such Receivable. The Company shall pay for such Receivable in accordance with the terms of the Accounts Receivable Purchase Agreement. The Company and Supplier have structured the Accounts Receivable Purchase Agreement with the intention that each purchase of Receivables thereunder be treated as a sale of such Receivables by Supplier to the Company. In the event that, contrary to the mutual intent of the Company and Supplier, any purchase of Receivables under the Accounts Receivable Purchase Agreement is not characterized as a sale, Supplier shall, effective as of the date hereof, be deemed to have granted (and the Supplier hereby does grant) to the Company a first priority security interest in all of Supplier's right, title and interest in and to all Receivables, whether now owned and existing or hereafter acquired or arising (but not including any Receivable that arises after the expiration or termination of the Company's obligation to purchase and pay for Receivables under the Accounts Receivable Purchase Agreement), all Related Security and Collections with respect thereto and, to the extent not included in the foregoing, all proceeds of any and all of the foregoing. Supplier acknowledges and agrees that the security interest granted herein attaches at the time of delivery of gas to the obligor of a Receivable. In the event the Accounts Receivable Purchase Agreement expires or is terminated pursuant to its terms without being replaced by a successor agreement, the Company agrees to promptly amend any financing statement on file in a matter reasonably satisfactory to Supplier. Although it is not the intent of this document to interfere with or otherwise compromise the confidential nature of any information possessed by Supplier, Supplier also hereby agrees to provide access at reasonable times and in a reasonable manner to all books, records and other information (including, without limitation data contained in computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Receivables and only to the extent necessary in the event Company possesses no other reasonably comparable information and therefore needs such access to collect such Receivables.

As used in this Acknowledgement and Security Agreement, capitalized terms shall have the following meanings:

"Collections" means, with respect to any Receivable, all cash collections and other cash proceeds of such Receivable, including, without limitation, all cash proceeds of Related Security with respect to such Receivable.

"Receivable" means the indebtedness and other obligations of any obligor to pay for natural gas provided by Supplier under the Company's Choice Service and delivered on the Company's distribution system, whether billed or unbilled, including the right to payment of any interest or finance charges, late payment charges, delinquency charges, extension or collection fees and all other obligations of such obligor with respect thereto.

"Related Security" means with respect to any Receivable:

(i) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, together with all financing statements authorized by an obligor describing any collateral securing such Receivable;

(ii) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable; and

(iii) all of Supplier's right, title and interest, if any, in and to all invoices that evidence, secure or otherwise relate to such Receivable.

IN WITNESS WHEREOF, the parties have executed this Acknowledgement and Security Agreement this ____ day of _____, 2010.

COLUMBIA GAS OF PENNSYLVANIA, INC.

By:_____
Name: _____
Title: _____

[_____]

By:_____
Name: _____
Title: _____

ANNEX I-3

FORM OF REVISED CHOICE MARKETER PURCHASE AGREEMENT

(attached)

COLUMBIA GAS OF PENNSYLVANIA, INC.

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This Agreement made this ____ day of _____, 20__ (*"Agreement"*), by and between _____ located at _____ (*"Supplier"*), and Columbia Gas of Pennsylvania, Inc. (*"Company"*), 290 W. Nationwide Blvd., Columbus, OH 43215.

WHEREAS, the Company has instituted a service regulated by the Pennsylvania Public Utility Commission (*"Commission"*) in which it offers gas distribution service to residential and small commercial customers of the Company (*"Choice Service"*);

WHEREAS, the Choice Service contemplates that the Company's customers will secure their gas supplies competitively, through a natural gas supplier that has been licensed to supply natural gas in Pennsylvania and is eligible to provide service on the Company's system, and that the Company's customers will continue to use the Company to distribute the gas supplies;

WHEREAS, the Choice Service provides that the Company, at its option, may purchase the accounts receivable from participating Suppliers who desire the Company to make such purchases;

WHEREAS, the Supplier is participating in the Choice Service, and the Supplier desires to have the Company purchase its accounts receivable and the Company has agreed to purchase the Supplier's accounts receivable;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Supplier and the Company agree to the following terms and conditions:

SECTION 1. DEFINITIONS.

The following capitalized terms will have the following meanings when used in this Agreement:

(a) *"Accounts Receivable"* means the indebtedness and other obligations of any Customer to pay for natural gas provided by Supplier under the Company's Choice Service and delivered on the Company's distribution system, whether billed or unbilled. This definition does not include any Company distribution charges or the applicable sales tax.

(b) *"Collections"* means, with respect to any Account Receivable, all cash collections and other cash proceeds of such Account Receivable, including, without limitation, all cash proceeds of Related Security with respect to such Receivable.

(c) *"Customer"* means the Company's customers who are both participating in the Company's Choice Service and who are being provided natural gas by the Supplier. Under no circumstances shall the term "Customer" include the Company's customers who

are not participating in the Choice Service or who are not being provided natural gas by the Supplier.

(d) *"Customer Base"* means the entire group of Customers for which the Supplier is providing natural gas.

(e) *"Supplier Agreement"* means any and all agreements between the Supplier and the Company and/or all applicable tariffs of the Company as approved by the Commission, which govern the relationship between the Supplier and the Company. The Supplier Agreement is hereby incorporated by reference and made part of this Agreement.

(f) *"Related Security"* means with respect to any Account Receivable:

(i) all security interests or liens and property subject thereto from time to time purporting to secure payment of such Account Receivable, together with all financing statements authorized by a Customer describing any collateral securing such Receivable;

(ii) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Account Receivable; and

(iii) all of Supplier's right, title and interest, if any, in and to all invoices that evidence, secure or otherwise relate to such Account Receivable.

SECTION 2. PURCHASES.

Under this Agreement, the Company agrees to purchase from the Supplier, and the Supplier agrees to sell to the Company, the Supplier's Accounts Receivable in accordance with the terms and conditions of this Agreement including the following requirements:

(a) The Company shall make purchases on a daily basis beginning on the commencement date of this Agreement (see Paragraph 3 below) and shall make purchases daily through the remainder of the term of this Agreement. Although the price for each Account Receivable coming into existence after the date hereof shall be owed by the Company to the Supplier on the date such Account Receivable comes into existence, final settlement of the price between the Company and the Supplier shall be effected on a monthly basis as provided in paragraph 5 with respect to all Receivables coming into existence during the most recently completed billing cycle for each particular Customer. For illustration purposes only, if a Customer's billing cycle is the fifteenth (15th) day of Month One to the fifteenth (15th) day of Month Two, in Month Two, the Company shall pay for those Customer's Accounts Receivable that are billed in Month Two.

(b) Irrespective of paragraph (a) above, in no case shall the Company purchase the Accounts Receivable for any Customer's indebtedness incurred prior to that Customer's enrollment with the Supplier. The Company shall acquire the Accounts

Receivable for all of the accounts in the Supplier's Customer Base, and the Company shall not make purchases of less than all of the Accounts Receivable originated by the Supplier. Under no circumstance shall the Company purchase the Accounts Receivable for any Customer or Customers who did not participate in the Choice Service for the month being purchased.

(c) Supplier warrants that it has good title to all Accounts Receivable delivered to Company hereunder, and that such Accounts Receivable will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

(d) Although it is not the intent of this Agreement to interfere with or otherwise compromise the confidential nature of any information possessed by Supplier, Supplier hereby agrees to provide access at reasonable times and in a reasonable manner to all books, records and other information (including, without limitation data contained in computer programs, tapes, discs, punch cards, data processing software and related property and rights) relating to such Accounts Receivable and only to the extent necessary in the event Company possesses no other reasonably comparable information and therefore needs such access to collect such Accounts Receivable.

SECTION 3. TERM.

The initial term of this Agreement shall commence upon execution of this Agreement and shall continue through _____, 20__, unless cancelled by either party giving to the other not less than thirty (30) days' prior written notice of the termination prior to the next expiration date.

SECTION 4. PRICE.

The Company shall purchase the Supplier's Accounts Receivable at a two and one-quarter percent (2.25%) discount of the total amount billed by the Supplier to its total Customer Base for providing natural gas supplies to the Customer Base for that month. The Company shall calculate the amount due the Supplier by first adding together all of the bills for natural gas sold to Customers in the Supplier's Customer Base, and then multiplying that total amount by ninety-seven and three-quarters percent (97.75%). This calculation methodology shall be effective for all Accounts Receivable purchases made during the initial term as well as all subsequent terms of this Agreement.

SECTION 5. PAYMENT.

Beginning with Accounts Receivable purchased from the commencement of the term of this Agreement (see paragraph 3 above), and continuing on a monthly basis for the remainder of the term, the Company shall make payment to the Supplier for the Accounts Receivable being purchased within thirty (30) days after the last unit billed in any billing cycle. Subject to the

provisions of paragraphs 3, 8 and 10, said monthly payment shall be made to the Supplier by the Company regardless of whether any particular Customer or Customers in the Supplier's Customer Base pays their bill(s).

SECTION 6. SALES TAX RESPONSIBILITY/INDEMNIFICATION.

The Supplier, and not the Company, is fully responsible for all Pennsylvania sales tax deficiencies and audits regarding the Supplier's sale of the natural gas commodity to the Customer. The Company acknowledges that it is providing a service to the Supplier in those situations where the Company collects the sales tax and remits the sales tax over to Pennsylvania. The Supplier also acknowledges that it is responsible for collecting and maintaining Pennsylvania sales tax exemption certificates from the Customers and informing the Company as to which Customers are not required to pay the sales tax. The Company is fully responsible for all Pennsylvania sales tax deficiencies and audits regarding the Company's charges related to the distribution of the natural gas commodity to the Customer. To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold the Company harmless from any and all costs, claims, damages, fines, taxes and any penalties and interest thereon, relating in any way to: (i) the Company's reliance on information or directives provided by Supplier to Company, or (ii) the Company's collection or remittance or failure to collect or remit sales taxes on Supplier's behalf, or (iii) the failure of Supplier to satisfy its tax obligations related to the sale of natural gas. The Company is only responsible for Pennsylvania sales tax deficiencies and audits regarding the Company's charges directly related to its distribution of the natural gas commodity to the Customer. The obligations of Supplier to defend, indemnify and hold Company harmless shall survive the termination or expiration of this Agreement.

SECTION 7. LATE PAYMENT FEES.

The Company shall be entitled to collect and retain from the Customers any and all late payment fees specified in the tariff.

SECTION 8. ADJUSTMENTS.

The Company reserves the right to adjust the Supplier's account with regard to Accounts Receivable purchases for up to two (2) years after the original billing date for any individual Customer's bill at issue for accounting errors or any other necessary adjustment.

SECTION 9. ADDITIONAL ACTIONS.

Supplier agrees to provide Company with any additional documents and take any additional steps that Company may request to perfect Company's interest in the Accounts Receivable being sold and assigned to Company pursuant to this Agreement, and Supplier hereby authorizes the filing of UCC-1 financing statements to perfect the Company's interest.

SECTION 10. RIGHT OF SET-OFF.

If the Supplier owes the Company any sum under this Agreement or any other arrangement whatsoever, the Company shall have the rights of recoupment and set-off, with respect to any payments for Accounts Receivable purchased, as against all amounts owed to the Company by Supplier. In calculating the payment due the Supplier under this Agreement, said amounts owed by Supplier to the Company shall be deducted from the amount to be paid to the Supplier (see paragraph 4) after the two and one-quarter percent (2.25%) discount is applied to total amount billed by the Supplier to its total Customer Base for providing natural gas supplies to the Customer Base for that month.

SECTION 11. BINDING AGREEMENT.

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

SECTION 12. ASSIGNMENT.

This Agreement may be assigned only with the prior written consent of the Company.

SECTION 13. NOTICE AND PAYMENTS.

If requested by the Supplier in writing, all payments to the Supplier under this Agreement shall be made by wire transfer pursuant to the wire instructions provided by the Supplier to the Company. All notices to the Supplier and the Company which are provided for in this Agreement shall be duly delivered to the post office address as follows:

_____ (Suppliers' legal name)
_____ (Address)
_____ (City, State, Zip)
_____ (Contact Name)
_____ (Telephone number)
_____ (Fax number)
_____ (e-mail address)

Columbia Gas of Pennsylvania, Inc.
290 W. Nationwide Blvd.
Columbus, OH 43215
Attn: Heather Bauer
614-460-5554
614-460-4291
hbauer@nisource.com

SECTION 14. GOVERNING LAW.

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania (without regard to the conflict of law principles of such Commonwealth), including all matters of construction, validity and performance. The parties hereto agree that any and all actions, suits or claims with respect to this Agreement shall be brought in a state or federal court located in the State of Pennsylvania or before the Commission, if appropriate. This Agreement shall not be interpreted either more or less favorably toward any party by virtue of the fact that such party or its counsel was responsible or principally responsible for the drafting of all or a portion hereof.

SECTION 15. AMENDMENT/WAIVER.

Provisions of this Agreement shall be changed, waived, discharged or terminated only by an instrument in writing signed by authorized representatives of all parties. Notwithstanding any other provision to the contrary, no waiver by a party of any default of any of the obligations contained in this Agreement to be performed by another party shall be construed as a waiver of any succeeding default or breach of the same, or any other obligation or condition.

SECTION 16. HEADINGS.

All headings contained in this Agreement are for convenience only and shall not, in any way, affect the meaning of any provision hereof.

SECTION 17. COUNTERPARTS.

This Agreement may be executed or amended in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which together shall constitute one instrument.

SECTION 18. SIGNATURES.

Facsimile signatures of the parties on this instrument and any amendment thereto, shall be legally binding.

SECTION 19. INVALID OR UNENFORCEABLE PROVISIONS.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 20. RECITALS.

The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement.

SECTION 21. NO JOINT VENTURE.

Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, corporation or any other entity taxable as a corporation or otherwise.

SECTION 22. TRUE SALE.

The Company and Supplier have structured this Agreement with the intention that each purchase of Accounts Receivable hereunder be treated as a sale of such Accounts Receivable by Supplier to the Company. In the event that, contrary to the mutual intent of the Company and Supplier, any purchase of Accounts Receivable under the Accounts Receivable Purchase Agreement is not characterized as a sale, Supplier shall, effective as of the date hereof, be deemed to have granted (and the Supplier hereby does grant) to the Company a first priority security interest in all of Supplier's right, title and interest in and to all Accounts Receivable, whether now owned and existing or hereafter acquired or arising, all Related Security and Collections with respect thereto and, to the extent not included in the foregoing, all proceeds of any and all of the foregoing. Supplier acknowledges and agrees that the security interest granted herein attaches at the time of delivery of gas to the Customer.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20___.

COLUMBIA GAS OF PENNSYLVANIA, INC.

By:_____
Its: _____

Address:
290 W. Nationwide Blvd.
Columbus, OH 43215

[_____]

By:_____
Its: _____

Address:
_____
_____

ANNEX J

MISCELLANEOUS RECEIVABLES

Customer Premise Work

Appliance & Accessory Sales

Employee Receivables

Other General Accounts Receivable

- Miscellaneous

Assistance Program Receivables

- Home Energy Assistance Program

Interest Receivable

ANNEX K

FORM OF REDUCTION NOTICE

[Date]

The Bank of Nova Scotia,
as Managing Agent
250 Vesey Street
New York, New York 10281
Attention: _____
Facsimile: _____

Re: Reduction Notice

Ladies and Gentlemen:

Reference is made to the Amended and Restated Receivables Purchase Agreement, dated as of May 6, 2019, by and among Columbia Gas of Pennsylvania Receivables Corporation (the *"Seller"*), Columbia Gas of Pennsylvania, Inc., as the initial *"Servicer"*, the Bank Purchasers, Conduit Purchasers and Managing Agents party thereto from time to time and The Bank of Nova Scotia, as Administrative Agent (as amended, restated, supplemented or otherwise modified, the *"Receivables Purchase Agreement"*). Capitalized terms used herein shall have the meanings assigned to such terms in the Receivables Purchase Agreement.

Pursuant to Section 2.13 of the Receivables Purchase Agreement, the Seller hereby notifies the Administrative Agent of the following reduction of Aggregate Capital from Collections[and other funds of the Seller]. The proposed date of such reduction is [Date] (the *"Proposed Reduction Date"*).* The amount of Aggregate Capital to be reduced on the Proposed Reduction Date is $[_____], which will be applied to reduce each Purchaser Group's share of Aggregate Capital as follows:

$[_____] to the Purchaser Group for which [_____] is the Managing Agent; and

$[_____] to the Purchaser Group for which [_____] is the Managing Agent/

In connection with the reduction to be made on the Proposed Reduction Date, the Seller hereby certifies that the following statements are true on the date hereof, and will be true on the Proposed Reduction Date (before and after giving effect to the proposed reduction):

(a) the representations and warranties contained in Sections 4.01 and 4.02 of the Receivables Purchase Agreement are correct on and as of the Proposed Reduction Date as though made on and as of such date; and

* Must be at least one (1) Business Day after the date of this notice.

(b) no event has occurred and is continuing, or would result from the proposed reduction, that constitutes an Event of Termination, an Involuntary Bankruptcy Event or an Incipient Event of Termination/

Very truly yours,

COLUMBIA GAS OF PENNSYLVANIA
RECEIVABLES CORPORATION

By:_____
Name: _____
Title: _____

Theodore J. Gallagher
Assistant General Counsel
Legal Department

NiSource

121 Champion Way, Suite 100
Canonsburg, PA 15317
Office: 724.416.6355
Fax: 724.416.6382
tjgallagher@nisource.com

Via E-Filing

August 7, 2018

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Columbia Gas of Pennsylvania, Inc. – Affiliate Transaction With Northern Indiana Public Service Company LLC

Dear Ms. Chiavetta:

Submitted herewith for the Commission's approval pursuant to 66 Pa. C.S. § 2102 is a Service Agreement between Columbia Gas of Pennsylvania, Inc. ("CPA") and Northern Indiana Public Service Company LLC ("NIPSCO"), which are affiliated companies. This Service Agreement will enable CPA and NIPSCO to provide certain services to one another, and provides that such services shall be provided at the lesser of actual cost or market value.

The Service Agreement shall be effective as of October 1, 2018 or the date that it is approved by the Commission, whichever occurs later. Should you have any questions regarding this matter, please do not hesitate to contact me at 724-416-6355 or tjgallagher@nisource.com.

Very truly yours,

Theodore J. Gallagher

cc: Bureau of Technical Utility Services

enclosure

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Service Agreement" or "Agreement") is made and entered into the 14th day of August, 2018 by and between Columbia Gas of Pennsylvania, Inc. ("CPA") and Northern Indiana Public Service Company LLC ("NIPSCO") (individually a "party" and collectively, the "parties").

WITNESSETH:

WHEREAS, CPA is a wholly owned subsidiary of NiSource Gas Distribution Group, Inc. ("NiSource Gas Distribution") and both NiSource Distribution Group and Northern Indiana Public Service Company LLC ("NIPSCO") are wholly owned subsidiaries of NiSource Inc. ("NiSource"), a Delaware corporation, and both NiSource and NiSource Gas Distribution are "holding companies" as defined in the Public Utility Holding Company Act of 2005;

WHEREAS, CPA and NIPSCO are "affiliated interests" as defined in Section 2101(a) of the Pennsylvania Public Utility Code and Indiana Code Section 8-1-2-49;

WHEREAS, CPA and NIPSCO agree to enter into this Service Agreement whereby either party may provide certain services to the other party, subject to the providing party's ability to perform such services; and

WHEREAS, the rendition of such services set forth in Article 1 enables the parties to realize economic and other benefits through the sharing of knowledge and expertise of subject matter experts and the provision of operations and technical support and assistance in areas such as emergency response and preparedness, outage restoration, training, process improvement and identification/execution of best practices.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Service Agreement covenant and agree as follows:

ARTICLE 1
SERVICES

1.1 The providing party shall furnish to the requesting party, upon the terms and conditions hereinafter set forth, such of the services described in Section 1.2 (the "Services") at such times, for such periods and in such manner as from time to time requested and that the providing party concludes it is able to perform.

1.2 The scope of Services that may be provided under the Agreement are detailed below. The descriptions are deemed to include services associated with, or related or similar to, the services contained in such descriptions. The details listed under each heading are intended to be illustrative rather than inclusive:

(a) *Operations Support Services.* Operations support and planning, including the provision of operations, engineering, construction, maintenance and technical support and assistance, logistics, scheduling and dispatching; assistance with emergency response and work stoppages; workforce planning; corrosion and leakage programs; estimates of gas requirements and gas availability; gas transmission, measurement,

storage and distribution; construction requirements; construction management; operating standards and practices; regulatory and environmental compliance; pipeline safety and compliance; employee and system safety programs; sustainability; training; management of gas transportation and sales activities; security services; measurement, regulation and conditioning equipment; meter testing, calibration and repair; gas network modeling, facility mapping and GIS technologies; planning, installation and operation of radio networks, remote control and telemetering devices, microwave relay systems and other applications of electronics to the fields of communication and control; and

(b) *Training Services*. Sharing of knowledge and expertise of subject matter experts, training, process improvement and identification/execution of best practices across a spectrum of public utility activities, including corrosion and leakage program design; pipeline safety and compliance practices; operations; and engineering and construction.

1.3 Each party shall preserve the confidentiality and security of confidential and proprietary information of the other party to the extent that a party becomes aware of confidential or proprietary information of the other party in the furnishing or receipt of Services hereunder.

ARTICLE 2
COMPENSATION

2.1 As compensation for the Services to be rendered hereunder, the requesting party shall compensate and pay to the providing party the lesser of actual costs or market value thereof, including labor, materials and pertinent overheads.

2.2 The parties shall make available monthly billing information to each other that reflects information necessary to identify the costs charged and Services rendered for that month. The requesting party shall undertake a review of the charges and identify any questions or concerns regarding the charges reflected within a reasonable period of time. The providing party shall remit to the requesting party payment for billed charges within a period of time not exceeding 30 days of receipt of the monthly billing information.

2.3 Each party shall permit the other party reasonable access to its accounts and records to verify the accuracy of any charges hereunder.

ARTICLE 3
TERM

3.1 This Service Agreement shall become effective on October 1, 2018. The Service Agreement shall continue in force and effect through September 30, 2023 or until terminated by the either party, upon not less than thirty (30) days prior written notice to the other party, whichever occurs first. This Service Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Service Agreement may conflict with any state or federal statute, or any rule, decision, or order of any state or federal regulatory agency having jurisdiction over one or both of the parties. Further, this Service Agreement shall be terminated immediately upon the parties ceasing to be affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: Michael G. Huwar

Date: August 7, 2018

Michael A. Huwar

President

NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC

By: Violet Sistovaris

Date: 8/7/2018

Violet Sistovaris

President

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Service Agreement" or "Agreement") is made and entered into effective the 1st day of October, 2021 by and between Columbia Gas of Virginia, Inc. ("CGV") and Columbia Gas of Pennsylvania, Inc. ("CPA").

WITNESSETH:

WHEREAS, CGV and CPA (individually a "party" and collectively, the "parties") are wholly owned subsidiaries of NiSource Gas Distribution Group, Inc. ("NiSource Gas Distribution"), which is a wholly owned subsidiary of NiSource Inc. ("NiSource"), a Delaware corporation, and both NiSource and NiSource Gas Distribution are "holding companies" as defined in the Public Utility Holding Company Act of 2005;

WHEREAS, CGV and CPA are "affiliated interests" as defined in Virginia Code Section 56-76 and Section 2101(a) of the Pennsylvania Public Utility Code;

WHEREAS, CGV and CPA agree to enter into this Service Agreement whereby either party may provide certain services to the other party, subject to the providing party's ability to perform such services; and

WHEREAS, the rendition of such services set forth in Article 1 enables the parties to realize economic and other benefits through the sharing of knowledge and expertise of subject matter experts and the provision of operations and technical support and assistance in areas such as emergency response and preparedness, outage restoration, training, process improvement and identification/execution of best practices.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Service Agreement covenant and agree as follows:

ARTICLE 1
SERVICES

1.1 The providing party shall furnish to the requesting party, upon the terms and conditions hereinafter set forth, such of the services described in Section 1.2 (the "Services") at such times, for such periods and in such manner as from time to time requested and that the providing party concludes it is able to perform.

1.2 The scope of Services that may be provided under the Agreement are detailed below. The descriptions are deemed to include services associated with, or related or similar to, the services contained in such descriptions. The details listed under each heading are intended to be illustrative rather than inclusive:

(a) *Accounting and Financial Services.* Various aspects of accounting and finance, including financial accounting; asset accounting; regulatory accounting; financing; financial planning; budgeting; auditing; depreciation; economic research; forecasting; accounts payable; accounts receivable; reconciliations; accounting research; reporting; operation and maintenance expense analysis; payroll; business applications support; and accounting practices and policies.

(b) *Communications and Customer Education Services.* Preparation and use of educational and advertising materials; development of processes to facilitate residential, commercial and industrial customer growth, as well as maintenance of business in those areas; providing information to customers regarding products and services; furnishing information to customers, employees, other interested groups, and to the public generally, including the preparation of booklets, photographs, and other media; management and content of social media; and advertising programs.

(c) *Conservation and Energy Efficiency Services.* Conservation and energy efficiency program design and administration, including program management; portfolio design; cost/benefit analysis; program evaluation, measurement and verification; education and outreach; rebate processing; reporting; and related activities.

(d) *Customer Billing, Collection, and Contact Services.* Calculating, bill exception processing, back office processing, posting, printing, inserting, mailing and related services associated with the preparation and issuance of customer bills, notices, inserts and similar mailings; cash processing, revenue recovery, account reconciliations and adjustments, and related services associated with the collection of revenue and management of accounts receivable; customer contact and related services, including alternative pricing services, customer contact center management, operation and administration; management of key customer relationships; communications associated with the commencement, transfer, maintenance and disconnection of service; the receipt and processing of emergency calls; the handling of customer complaints; and responses to customer billing, credit, collection, order take and inquiry, outage, meter reading, retail choice and other inquiries.

(e) *Employee Services.* Organizational, leadership and strategic development; employee relations matters, including recruitment, employee placement and retention, training, compensation, safety, labor relations and health, welfare and employee benefits; activities in connection with temporary labor matters, including assessment, selection, contract negotiation, administration, service provider relationships, compliance, review and reporting.

(f) *Engineering and Construction Services.* Engineering phases of construction, operations and maintenance activities, including estimates of costs of construction; preparation of plans and designs; engineering and supervision of the fabrication of natural gas facilities; standardization of engineering and construction procedures; construction activities; and supervision and inspection of construction.

(g) *Facility Services.* Management and execution of facility operations and maintenance.

(h) *Land/Surveying Services.* Land asset management, land contract management, and surveying services in connection with the acquisition, leasing, maintenance, and disposal of interests in real property, including the maintenance of land records and the recording of instruments relating to such interests in real property.

(i) *Operations Support Services.* Operations support and planning, including logistics, scheduling and dispatching; assistance with emergency response and work stoppages;

workforce planning; corrosion and leakage programs; estimates of gas requirements and gas availability; gas transmission, measurement, storage and distribution; construction requirements; construction management; operating standards and practices; regulatory and environmental compliance; pipeline safety and compliance; employee and system safety programs; sustainability; training; management of gas transportation and sales activities; security services; measurement, regulation and conditioning equipment; meter testing, calibration and repair; gas network modeling, facility mapping and GIS technologies; planning, installation and operation of radio networks, remote control and telemetering devices, microwave relay systems and other applications of electronics to the fields of communication and control.

(j) *Purchasing, Storage and Disposition Services.* Supply chain activities, including the standardization, purchase, lease, license and acquisition of equipment, materials, supplies, services, software, intellectual property and other assets, as well as shipping, storage and disposition of same; negotiation of the purchase, sale, acquisition or disposition of assets and services; and the placing of purchase orders.

(k) *Rates and Regulatory Services.* Regulatory and rate matters, including the design and preparation of schedules and tariffs; analysis of rate filings; and preparation and presentation of testimony and exhibits to regulatory authorities.

(l) *Transportation Services.* Purchase, lease, operation and maintenance of motor vehicles.

1.3 Each party shall preserve the confidentiality and security of confidential and proprietary information of the other party to the extent that a party becomes aware of confidential or proprietary information of the other party in the furnishing or receipt of Services hereunder.

ARTICLE 2
COMPENSATION

2.1 As compensation for the Services to be rendered hereunder, the requesting party shall compensate and pay to the providing party the actual costs thereof, including labor, materials and pertinent overheads. Each of the parties hereto recognize that the other party is regulated by the utility regulatory commission in its respective jurisdiction, and that the costs incurred hereunder are subject to scrutiny and disallowance by such commission.

2.2 The parties shall make available monthly billing information to each other that reflects information necessary to identify the costs charged and Services rendered for that month. The requesting party shall undertake a review of the charges and identify any questions or concerns regarding the charges reflected within a reasonable period of time. The providing party shall remit to the requesting party payment for billed charges within a period of time not exceeding 30 days of receipt of the monthly billing information.

2.3 Each party shall permit the other party reasonable access to its accounts and records to verify the accuracy of any charges hereunder.

ARTICLE 3
TERM

3.1 This Service Agreement shall become effective as of the date first written above, subject only to the receipt of any required regulatory approvals from the Virginia State Corporation Commission and the Pennsylvania Public Utility Commission and shall continue in force until terminated by the either party, upon not less than thirty (30) days prior written notice to the other party. This Service Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Service Agreement may conflict with any state or federal statute, or any rule, decision, or order of any state or federal regulatory agency having jurisdiction over one or both of the parties. Further, this Service Agreement shall be terminated immediately upon the parties ceasing to be affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

COLUMBIA GAS OF VIRGINIA, INC.

By: _____

Brent Archer

President

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: Mark Kempic

Mark Kempic

President

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Service Agreement" or "Agreement") is made and entered into effective the 1st day of October, 2021 by and between Columbia Gas of Ohio, Inc. ("COH") and Columbia Gas of Pennsylvania, Inc. ("CPA").

WITNESSETH:

WHEREAS, COH and CPA (individually a "party" and collectively, the "parties") are wholly owned subsidiaries of NiSource Gas Distribution Group, Inc. ("NiSource Gas Distribution"), which is a wholly owned subsidiary of NiSource Inc. ("NiSource"), a Delaware corporation, and both NiSource and NiSource Gas Distribution are "holding companies" as defined in the Public Utility Holding Company Act of 2005;

WHEREAS, COH and CPA are "affiliated interests" as defined in Section 2101(a) of the Pennsylvania Public Utility Code;

WHEREAS, COH and CPA agree to enter into this Service Agreement whereby either party may provide certain services to the other party, subject to the providing party's ability to perform such services; and

WHEREAS, the rendition of such services set forth in Article 1 enables the parties to realize economic and other benefits through the sharing of knowledge and expertise of subject matter experts and the provision of operations and technical support and assistance in areas such as emergency response and preparedness, outage restoration, training, process improvement and identification/execution of best practices.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Service Agreement covenant and agree as follows:

ARTICLE 1
SERVICES

1.1 The providing party shall furnish to the requesting party, upon the terms and conditions hereinafter set forth, such of the services described in Section 1.2 (the "Services") at such times, for such periods and in such manner as from time to time requested and that the providing party concludes it is able to perform.

1.2 The scope of Services that may be provided under the Agreement are detailed below. The descriptions are deemed to include services associated with, or related or similar to, the services contained in such descriptions. The details listed under each heading are intended to be illustrative rather than inclusive:

(a) *Accounting and Financial Services.* Various aspects of accounting and finance, including financial accounting; asset accounting; regulatory accounting; financing; financial planning; budgeting; auditing; depreciation; economic research; forecasting; accounts payable; accounts receivable; reconciliations; accounting research; reporting; operation and maintenance expense analysis; payroll; business applications support; and accounting practices and policies.

(b) *Communications and Customer Education Services.* Preparation and use of educational and advertising materials; development of processes to facilitate residential, commercial and industrial customer growth, as well as maintenance of business in those areas; providing information to customers regarding products and services; furnishing information to customers, employees, other interested groups, and to the public generally, including the preparation of booklets, photographs, and other media; management and content of social media; and advertising programs.

(c) *Conservation and Energy Efficiency Services.* Conservation and energy efficiency program design and administration, including program management; portfolio design; cost/benefit analysis; program evaluation, measurement and verification; education and outreach; rebate processing; reporting; and related activities.

(d) *Customer Billing, Collection, and Contact Services.* Calculating, bill exception processing, back office processing, posting, printing, inserting, mailing and related services associated with the preparation and issuance of customer bills, notices, inserts and similar mailings; cash processing, revenue recovery, account reconciliations and adjustments, and related services associated with the collection of revenue and management of accounts receivable; customer contact and related services, including alternative pricing services, customer contact center management, operation and administration; management of key customer relationships; communications associated with the commencement, transfer, maintenance and disconnection of service; the receipt and processing of emergency calls; the handling of customer complaints; and responses to customer billing, credit, collection, order take and inquiry, outage, meter reading, retail choice and other inquiries.

(e) *Employee Services.* Organizational, leadership and strategic development; employee relations matters, including recruitment, employee placement and retention, training, compensation, safety, labor relations and health, welfare and employee benefits; activities in connection with temporary labor matters, including assessment, selection, contract negotiation, administration, service provider relationships, compliance, review and reporting.

(f) *Engineering and Construction Services.* Engineering phases of construction, operations and maintenance activities, including estimates of costs of construction; preparation of plans and designs; engineering and supervision of the fabrication of natural gas facilities; standardization of engineering and construction procedures; construction activities; and supervision and inspection of construction.

(g) *Facility Services.* Management and execution of facility operations and maintenance.

(h) *Land/Surveying Services.* Land asset management, land contract management, and surveying services in connection with the acquisition, leasing, maintenance, and disposal of interests in real property, including the maintenance of land records and the recording of instruments relating to such interests in real property.

(i) *Operations Support Services.* Operations support and planning, including logistics, scheduling and dispatching; assistance with emergency response and work stoppages;

workforce planning; corrosion and leakage programs; estimates of gas requirements and gas availability; gas transmission, measurement, storage and distribution; construction requirements; construction management; operating standards and practices; regulatory and environmental compliance; pipeline safety and compliance; employee and system safety programs; sustainability; training; management of gas transportation and sales activities; security services; measurement, regulation and conditioning equipment; meter testing, calibration and repair; gas network modeling, facility mapping and GIS technologies; planning, installation and operation of radio networks, remote control and telemetering devices, microwave relay systems and other applications of electronics to the fields of communication and control.

(j) *Purchasing, Storage and Disposition Services.* Supply chain activities, including the standardization, purchase, lease, license and acquisition of equipment, materials, supplies, services, software, intellectual property and other assets, as well as shipping, storage and disposition of same; negotiation of the purchase, sale, acquisition or disposition of assets and services; and the placing of purchase orders.

(k) *Rates and Regulatory Services.* Regulatory and rate matters, including the design and preparation of schedules and tariffs; analysis of rate filings; and preparation and presentation of testimony and exhibits to regulatory authorities.

(l) *Transportation Services.* Purchase, lease, operation and maintenance of motor vehicles.

1.3 Each party shall preserve the confidentiality and security of confidential and proprietary information of the other party to the extent that a party becomes aware of confidential or proprietary information of the other party in the furnishing or receipt of Services hereunder.

ARTICLE 2
COMPENSATION

2.1 As compensation for the Services to be rendered hereunder, the requesting party shall compensate and pay to the providing party the actual costs thereof, including labor, materials and pertinent overheads. Each of the parties hereto recognize that the other party is regulated by the utility regulatory commission in its respective jurisdiction, and that the costs incurred hereunder are subject to scrutiny and disallowance by such commission.

2.2 The parties shall make available monthly billing information to each other that reflects information necessary to identify the costs charged and Services rendered for that month. The requesting party shall undertake a review of the charges and identify any questions or concerns regarding the charges reflected within a reasonable period of time. The providing party shall remit to the requesting party payment for billed charges within a period of time not exceeding 30 days of receipt of the monthly billing information.

2.3 Each party shall permit the other party reasonable access to its accounts and records to verify the accuracy of any charges hereunder.

ARTICLE 3
TERM

3.1 This Service Agreement shall become effective as of the date first written above, subject only to the receipt of any required regulatory approvals from the Pennsylvania Public Utility Commission and shall continue in force until terminated by the either party, upon not less than thirty (30) days prior written notice to the other party. This Service Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Service Agreement may conflict with any state or federal statute, or any rule, decision, or order of any state or federal regulatory agency having jurisdiction over one or both of the parties. Further, this Service Agreement shall be terminated immediately upon the parties ceasing to be affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

COLUMBIA GAS OF OHIO, INC.

By: */s/ Vincent Parisi*

Vincent Parisi

President

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: Mark Kempic

Mark Kempic

President

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Service Agreement" or "Agreement") is made and entered into effective the 1st day of October, 2021 by and between Columbia Gas of Kentucky, Inc. ("CKY") and Columbia Gas of Pennsylvania, Inc. ("CPA").

WITNESSETH:

WHEREAS, CKY and CPA (individually a "party" and collectively, the "parties") are wholly owned subsidiaries of NiSource Gas Distribution Group, Inc. ("NiSource Gas Distribution"), which is a wholly owned subsidiary of NiSource Inc. ("NiSource"), a Delaware corporation, and both NiSource and NiSource Gas Distribution are "holding companies" as defined in the Public Utility Holding Company Act of 2005;

WHEREAS, CKY and CPA are "affiliated interests" as defined in Section 2101(a) of the Pennsylvania Public Utility Code;

WHEREAS, CKY and CPA agree to enter into this Service Agreement whereby either party may provide certain services to the other party, subject to the providing party's ability to perform such services; and

WHEREAS, the rendition of such services set forth in Article 1 enables the parties to realize economic and other benefits through the sharing of knowledge and expertise of subject matter experts and the provision of operations and technical support and assistance in areas such as emergency response and preparedness, outage restoration, training, process improvement and identification/execution of best practices.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Service Agreement covenant and agree as follows:

ARTICLE 1
SERVICES

1.1 The providing party shall furnish to the requesting party, upon the terms and conditions hereinafter set forth, such of the services described in Section 1.2 (the "Services") at such times, for such periods and in such manner as from time to time requested and that the providing party concludes it is able to perform.

1.2 The scope of Services that may be provided under the Agreement are detailed below. The descriptions are deemed to include services associated with, or related or similar to, the services contained in such descriptions. The details listed under each heading are intended to be illustrative rather than inclusive:

(a) *Accounting and Financial Services.* Various aspects of accounting and finance, including financial accounting; asset accounting; regulatory accounting; financing; financial planning; budgeting; auditing; depreciation; economic research; forecasting; accounts payable; accounts receivable; reconciliations; accounting research; reporting; operation and maintenance expense analysis; payroll; business applications support; and accounting practices and policies.

(b) *Communications and Customer Education Services.* Preparation and use of educational and advertising materials; development of processes to facilitate residential, commercial and industrial customer growth, as well as maintenance of business in those areas; providing information to customers regarding products and services; furnishing information to customers, employees, other interested groups, and to the public generally, including the preparation of booklets, photographs, and other media; management and content of social media; and advertising programs.

(c) *Conservation and Energy Efficiency Services.* Conservation and energy efficiency program design and administration, including program management; portfolio design; cost/benefit analysis; program evaluation, measurement and verification; education and outreach; rebate processing; reporting; and related activities.

(d) *Customer Billing, Collection, and Contact Services.* Calculating, bill exception processing, back office processing, posting, printing, inserting, mailing and related services associated with the preparation and issuance of customer bills, notices, inserts and similar mailings; cash processing, revenue recovery, account reconciliations and adjustments, and related services associated with the collection of revenue and management of accounts receivable; customer contact and related services, including alternative pricing services, customer contact center management, operation and administration; management of key customer relationships; communications associated with the commencement, transfer, maintenance and disconnection of service; the receipt and processing of emergency calls; the handling of customer complaints; and responses to customer billing, credit, collection, order take and inquiry, outage, meter reading, retail choice and other inquiries.

(e) *Employee Services.* Organizational, leadership and strategic development; employee relations matters, including recruitment, employee placement and retention, training, compensation, safety, labor relations and health, welfare and employee benefits; activities in connection with temporary labor matters, including assessment, selection, contract negotiation, administration, service provider relationships, compliance, review and reporting.

(f) *Engineering and Construction Services.* Engineering phases of construction, operations and maintenance activities, including estimates of costs of construction; preparation of plans and designs; engineering and supervision of the fabrication of natural gas facilities; standardization of engineering and construction procedures; construction activities; and supervision and inspection of construction.

(g) *Facility Services.* Management and execution of facility operations and maintenance.

(h) *Land/Surveying Services.* Land asset management, land contract management, and surveying services in connection with the acquisition, leasing, maintenance, and disposal of interests in real property, including the maintenance of land records and the recording of instruments relating to such interests in real property.

(i) *Operations Support Services.* Operations support and planning, including logistics, scheduling and dispatching; assistance with emergency response and work stoppages;

workforce planning; corrosion and leakage programs; estimates of gas requirements and gas availability; gas transmission, measurement, storage and distribution; construction requirements; construction management; operating standards and practices; regulatory and environmental compliance; pipeline safety and compliance; employee and system safety programs; sustainability; training; management of gas transportation and sales activities; security services; measurement, regulation and conditioning equipment; meter testing, calibration and repair; gas network modeling, facility mapping and GIS technologies; planning, installation and operation of radio networks, remote control and telemetering devices, microwave relay systems and other applications of electronics to the fields of communication and control.

(j) *Purchasing, Storage and Disposition Services.* Supply chain activities, including the standardization, purchase, lease, license and acquisition of equipment, materials, supplies, services, software, intellectual property and other assets, as well as shipping, storage and disposition of same; negotiation of the purchase, sale, acquisition or disposition of assets and services; and the placing of purchase orders.

(k) *Rates and Regulatory Services.* Regulatory and rate matters, including the design and preparation of schedules and tariffs; analysis of rate filings; and preparation and presentation of testimony and exhibits to regulatory authorities.

(l) *Transportation Services.* Purchase, lease, operation and maintenance of motor vehicles.

1.3 Each party shall preserve the confidentiality and security of confidential and proprietary information of the other party to the extent that a party becomes aware of confidential or proprietary information of the other party in the furnishing or receipt of Services hereunder.

ARTICLE 2
COMPENSATION

2.1 As compensation for the Services to be rendered hereunder, the requesting party shall compensate and pay to the providing party the actual costs thereof, including labor, materials and pertinent overheads. Each of the parties hereto recognize that the other party is regulated by the utility regulatory commission in its respective jurisdiction, and that the costs incurred hereunder are subject to scrutiny and disallowance by such commission.

2.2 The parties shall make available monthly billing information to each other that reflects information necessary to identify the costs charged and Services rendered for that month. The requesting party shall undertake a review of the charges and identify any questions or concerns regarding the charges reflected within a reasonable period of time. The providing party shall remit to the requesting party payment for billed charges within a period of time not exceeding 30 days of receipt of the monthly billing information.

2.3 Each party shall permit the other party reasonable access to its accounts and records to verify the accuracy of any charges hereunder.

ARTICLE 3
TERM

3.1 This Service Agreement shall become effective as of the date first written above, subject only to the receipt of any required regulatory approvals from the Pennsylvania Public Utility Commission and shall continue in force until terminated by the either party, upon not less than thirty (30) days prior written notice to the other party. This Service Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Service Agreement may conflict with any state or federal statute, or any rule, decision, or order of any state or federal regulatory agency having jurisdiction over one or both of the parties. Further, this Service Agreement shall be terminated immediately upon the parties ceasing to be affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

COLUMBIA GAS OF KENTUCKY, INC.

By: */s/ Kimra Cole*

Kimra Cole

President

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: Mark Kempic

Mark Kempic

President

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Service Agreement" or "Agreement") is made and entered into effective the 1st day of October, 2021 by and between Columbia Gas of Maryland, Inc. ("CMD") and Columbia Gas of Pennsylvania, Inc. ("CPA").

WITNESSETH:

WHEREAS, CMD and CPA (individually a "party" and collectively, the "parties") are wholly owned subsidiaries of NiSource Gas Distribution Group, Inc. ("NiSource Gas Distribution"), which is a wholly owned subsidiary of NiSource Inc. ("NiSource"), a Delaware corporation, and both NiSource and NiSource Gas Distribution are "holding companies" as defined in the Public Utility Holding Company Act of 2005;

WHEREAS, CMD and CPA are "affiliated interests" as defined in Section 2101(a) of the Pennsylvania Public Utility Code;

WHEREAS, CMD and CPA agree to enter into this Service Agreement whereby either party may provide certain services to the other party, subject to the providing party's ability to perform such services; and

WHEREAS, the rendition of such services set forth in Article 1 enables the parties to realize economic and other benefits through the sharing of knowledge and expertise of subject matter experts and the provision of operations and technical support and assistance in areas such as emergency response and preparedness, outage restoration, training, process improvement and identification/execution of best practices.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Service Agreement covenant and agree as follows:

ARTICLE 1
SERVICES

1.1 The providing party shall furnish to the requesting party, upon the terms and conditions hereinafter set forth, such of the services described in Section 1.2 (the "Services") at such times, for such periods and in such manner as from time to time requested and that the providing party concludes it is able to perform.

1.2 The scope of Services that may be provided under the Agreement are detailed below. The descriptions are deemed to include services associated with, or related or similar to, the services contained in such descriptions. The details listed under each heading are intended to be illustrative rather than inclusive:

(a) *Accounting and Financial Services.* Various aspects of accounting and finance, including financial accounting; asset accounting; regulatory accounting; financing; financial planning; budgeting; auditing; depreciation; economic research; forecasting; accounts payable; accounts receivable; reconciliations; accounting research; reporting; operation and maintenance expense analysis; payroll; business applications support; and accounting practices and policies.

(b) *Communications and Customer Education Services.* Preparation and use of educational and advertising materials; development of processes to facilitate residential, commercial and industrial customer growth, as well as maintenance of business in those areas; providing information to customers regarding products and services; furnishing information to customers, employees, other interested groups, and to the public generally, including the preparation of booklets, photographs, and other media; management and content of social media; and advertising programs.

(c) *Conservation and Energy Efficiency Services.* Conservation and energy efficiency program design and administration, including program management; portfolio design; cost/benefit analysis; program evaluation, measurement and verification; education and outreach; rebate processing; reporting; and related activities.

(d) *Customer Billing, Collection, and Contact Services.* Calculating, bill exception processing, back office processing, posting, printing, inserting, mailing and related services associated with the preparation and issuance of customer bills, notices, inserts and similar mailings; cash processing, revenue recovery, account reconciliations and adjustments, and related services associated with the collection of revenue and management of accounts receivable; customer contact and related services, including alternative pricing services, customer contact center management, operation and administration; management of key customer relationships; communications associated with the commencement, transfer, maintenance and disconnection of service; the receipt and processing of emergency calls; the handling of customer complaints; and responses to customer billing, credit, collection, order take and inquiry, outage, meter reading, retail choice and other inquiries.

(e) *Employee Services.* Organizational, leadership and strategic development; employee relations matters, including recruitment, employee placement and retention, training, compensation, safety, labor relations and health, welfare and employee benefits; activities in connection with temporary labor matters, including assessment, selection, contract negotiation, administration, service provider relationships, compliance, review and reporting.

(f) *Engineering and Construction Services.* Engineering phases of construction, operations and maintenance activities, including estimates of costs of construction; preparation of plans and designs; engineering and supervision of the fabrication of natural gas facilities; standardization of engineering and construction procedures; construction activities; and supervision and inspection of construction.

(g) *Facility Services.* Management and execution of facility operations and maintenance.

(h) *Land/Surveying Services.* Land asset management, land contract management, and surveying services in connection with the acquisition, leasing, maintenance, and disposal of interests in real property, including the maintenance of land records and the recording of instruments relating to such interests in real property.

(i) *Operations Support Services.* Operations support and planning, including logistics, scheduling and dispatching; assistance with emergency response and work stoppages;

workforce planning; corrosion and leakage programs; estimates of gas requirements and gas availability; gas transmission, measurement, storage and distribution; construction requirements; construction management; operating standards and practices; regulatory and environmental compliance; pipeline safety and compliance; employee and system safety programs; sustainability; training; management of gas transportation and sales activities; security services; measurement, regulation and conditioning equipment; meter testing, calibration and repair; gas network modeling, facility mapping and GIS technologies; planning, installation and operation of radio networks, remote control and telemetering devices, microwave relay systems and other applications of electronics to the fields of communication and control.

(j) *Purchasing, Storage and Disposition Services.* Supply chain activities, including the standardization, purchase, lease, license and acquisition of equipment, materials, supplies, services, software, intellectual property and other assets, as well as shipping, storage and disposition of same; negotiation of the purchase, sale, acquisition or disposition of assets and services; and the placing of purchase orders.

(k) *Rates and Regulatory Services.* Regulatory and rate matters, including the design and preparation of schedules and tariffs; analysis of rate filings; and preparation and presentation of testimony and exhibits to regulatory authorities.

(l) *Transportation Services.* Purchase, lease, operation and maintenance of motor vehicles.

1.3 Each party shall preserve the confidentiality and security of confidential and proprietary information of the other party to the extent that a party becomes aware of confidential or proprietary information of the other party in the furnishing or receipt of Services hereunder.

ARTICLE 2
COMPENSATION

2.1 As compensation for the Services to be rendered hereunder, the requesting party shall compensate and pay to the providing party the actual costs thereof, including labor, materials and pertinent overheads. Each of the parties hereto recognize that the other party is regulated by the utility regulatory commission in its respective jurisdiction, and that the costs incurred hereunder are subject to scrutiny and disallowance by such commission.

2.2 The parties shall make available monthly billing information to each other that reflects information necessary to identify the costs charged and Services rendered for that month. The requesting party shall undertake a review of the charges and identify any questions or concerns regarding the charges reflected within a reasonable period of time. The providing party shall remit to the requesting party payment for billed charges within a period of time not exceeding 30 days of receipt of the monthly billing information.

2.3 Each party shall permit the other party reasonable access to its accounts and records to verify the accuracy of any charges hereunder.

ARTICLE 3
TERM

3.1 This Service Agreement shall become effective as of the date first written above, subject only to the receipt of any required regulatory approvals from the Pennsylvania Public Utility Commission and shall continue in force until terminated by the either party, upon not less than thirty (30) days prior written notice to the other party. This Service Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Service Agreement may conflict with any state or federal statute, or any rule, decision, or order of any state or federal regulatory agency having jurisdiction over one or both of the parties. Further, this Service Agreement shall be terminated immediately upon the parties ceasing to be affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

COLUMBIA GAS OF MARYLAND, INC.

By: _____

Pablo A. Vegas

Chief Executive Officer

COLUMBIA GAS OF PENNSYLVANIA, INC.

By: _____

Mark Kempic

President

COLUMBIA GAS OF PENNSYLVANIA, INC
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. ALL UTILITIES

23. Describe costs relative to leasing equipment, computer rentals, and office space, including terms and conditions of the lease. State the method of calculating monthly or annual payments.

Response:

Description of Terms and Conditions

Columbia's lease agreements depicted on page 3 of this exhibit fall into the categories of office and service space rental, motor vehicle rental, general tools, and communication equipment. Because the terms vary by the nature and type of property leased, the following descriptions highlight typical conditions which may be found in lease agreements for that specific type of lease property. Of course, even within categories the specific terms and conditions are subject to variation from agreement to agreement.

Office and Service Space Rental

Each such agreement particularly describes the premises to be leased. Typically, the annual rental is due in equal monthly installments payable on the first day of the month. The lessee specifically agrees to use the demised premises for its intended use (typically office and commercial purposes) except with the express written consent of the lessor to use the building for other purposes. It is the lessee's responsibility to pay all real estate taxes and assessments levied against the demised premises during the term of the lease, either directly to the taxing authority or to the landlord as part of operating expense. The lessee further agrees to carry general commercial liability insurance during the lease term. The assignment or subletting of the demised premises is subject to the written consent of the lessor, which consent is to be reasonably granted. The lessee agrees to indemnify the lessor against liability for damages including reasonable attorneys' fees occasioned by damage or losses to the lessor, its employees or third persons resulting from lessee's act, omission or negligence, but excluding damage or loss caused by the negligence of the lessor. It is the responsibility of the lessor to maintain the roof and exterior, structural walls, and sewage system of the demised premises in good condition. It is the responsibility of the lessee to maintain the interior of the building, ordinary wear and tear excepted, except where interior maintenance is included as part of the operating expenses, which are paid by the lessee in addition to rent. The lessee is permitted to make improvements and alterations to the premises in a workmanlike manner, without impairing the structural soundness of the existing building or improvements. These lease agreements contain a covenant on the part of the lessor permitting the lessee the quiet enjoyment of the demised premises without disturbance during the lease term.

Motor Vehicle Leases/Licensed General Tool Lease

Columbia leases motor vehicles from Peterson, Howell, and Heather, Inc. (PHH) and Automotive Rentals Inc. (ARI). The lease term commences on the date each unit is physically delivered to lessee. Upon the expiration of the initial term, the lessee may renew the lease from month to month subject to termination upon 30 days written notice to the lessor. The rental payment is calculated on the basis of an equal monthly share of the base price over the life of the lease term plus a monthly lease service charge. Each unit is to be purchased at the best procurable market price, subject to the prior approval of the lessee. Upon surrender of a leased unit to the lessor, within 30 days the unit will be sold at the best price obtainable. If the sale price exceeds the unit's amortized value, lessee is entitled to the excess. If the sale price results in a deficiency below the amortized value, that deficiency is paid to the lessor by the lessee. Lessee is obligated to maintain and service each unit in good condition, ordinary wear and tear excepted.

Telecommunication

Communication Equipment consists of radio site leases and dedicated telephone line rentals.

Columbia leases radio sites for the location of radio transmitting equipment. These site leases generally include the right to install an antenna on an existing structure (water tower, commercial radio tower, etc.) and either the right to install the actual transmitting equipment in an existing communications building or the right to erect a small radio transmitter building near the base of the structure.

Columbia rents dedicated telephone lines from NiSource Corporate Services and communication Lines S/T are leased from Columbia Network Services on a month to month basis.

Columbia Gas of Pennsylvania, Inc.
Rents and Leases
Twelve Months Ended November 30, 2023

Line No.	Cost Object	Type of Property	Gross Rent & Leases $	Type of Lease	Method
		Building Leases			
1	B223	Woodland Ave	42,000	5 Years	Per Lease Agreement
2	B255	Charleroi Operating Center	33,630	10 Years	Per Lease Agreement
3	B257	Gettysburg Fire Training	13,251	2 Years	Per Lease Agreement
4	B268	CPA Headquarters (Canonsburg)	706,948	10 Years	Per Lease Agreement
5	B269	Greencastle MOD	31,355	5 Years	Per Lease Agreement
6	B270	Harrisburg Office	36,212	3 Years	Per Lease Agreement
7	B271	Neville Island	48,024	5 Years	Per Lease Agreement
8	B279/B273	York Operating Center	731,222	15 Years	Per Lease Agreement
9	B282/B260	New Castle MOD	276,000	20 Years	Per Lease Agreement
10	B283	South Pittsburgh Construction Office	53,302	5 Years	Per Lease Agreement
11	B284	Horning Road Construction Services MOD	76,800	2 Years	Per Lease Agreement
12	B294	Canonsburg Storage	6,000	3 Years	Per Lease Agreement
13	B295	McNeilly Road	22,800	Month-to-Month	Per Lease Agreement
14	B297	Somerset MOD	40,704	Month-to-Month	Per Lease Agreement
15	B631/B250	Washington Parking (Old and New)	19,800	Month-to-Month	Per Lease Agreement
		Subtotal Building Leases	2,138,048		
16		**Property Taxes (CE 9600)**			
17	B255	Charlerol PA Operation Center	11,684		
18		Total Building Property Taxes and Insurance	11,684		
19		**Total Building Leases**	**2,149,732**		
20	5020	Vehicle Maintenance	3,241,237		
21	5030	Truck Maintenance	(27,710)		
22	5040	Tool Maintenance	(1,871)		
23		Total Autos & General Tools	3,211,656	Rental Per Unit	
24		Other (Included in Other Rents & Leases)			
25	9215	Office Machines and Furniture	27,846	Various	
26	9231	Telecommunication	104,155	Various	
27	9235	Other	648,357	Various	
		Total Other	780,358		
28		**Total Leases**	**6,141,746**		

COLUMBIA GAS OF PENNSYLVANIA, INC
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. ALL UTILITIES

24. Submit detailed calculations (or best estimates) of the cost resulting from major storm damage.

Response:

There were no costs resulting from major storm damage charged to operation and maintenance expense in the test year.

COLUMBIA GAS OF PENNSYLVANIA, INC
53.53 Ill. BALANCE SHEET AND OPERATING STATEMENT
A. ALL UTILITIES

27. Prepare a detailed schedule for the test year showing types of social and service organization memberships paid for by the Company and the cost thereof.

Response: See page 2 of 5.

28. Submit a schedule showing, by major components, the expenditures associated with Outside Services Employed, Regulatory Commission Expenses and Miscellaneous General Expense, for the test year and prior two comparable years.

Response: See pages 3, 4, and 5 of 5.

31. Provide a detailed analysis of Special Services - Account 795.

Response: The System of Accounts does not include Account 795 as Special Services.

32. Provide a detailed analysis of Miscellaneous General Expense - Account 801

Response: The System of Accounts does not include Account 801 as Miscellaneous General Expense; see Exhibit No. 4, Schedule No. 14, page 5 of 5, for an Analysis of Account 93020000 – Miscellaneous General Expense.

COLUMBIA GAS OF PENNSYLVANIA, INC.
SOCIAL AND SERVICE CLUB ORGANIZATIONS
BOOKED TO VARIOUS O&M ACCOUNTS
TWELVE MONTHS ENDED NOVEMBER 30, 2023

Line No.	Description	Amount $
1	PITTSBURGH AIRPORT AREA	1,850
2	YORK COUNTY ECONOMIC ALLIANCE	1,056
3	Miscellaneous Membership Dues	17,001
4	Total Social and Service Club Organizations	19,907

COLUMBIA GAS OF PENNSYLVANIA, INC.
ACCOUNT 92300000 - OUTSIDE SERVICES EMPLOYED
ACCOUNT 92301000 - MANAGEMENT FEE ACTUAL - AFFILIATE
ACCOUNT 92301100 - MANAGEMENT FEE TRANSFERS
TWELVE MONTHS ENDED NOVEMBER 30, 2023, 2022, 2021

Line No.	Cost Element	Description	11/30/2023	11/30/2022	11/30/2021
1	1003	Regular Pay - Productive	0	0	3,371
2	1006	Vacation	0	0	303
3	1007	Non Productive	0	0	246
4	2001	Chemicals and Gases	0	0	698
5	2004	Freight	10,374	174,603	3,830
6	2010	Gas Meters_Instrumentation	0	0	1,800
7	2016	Materials & Supplies - General	5,805	3,930	15,285
8	2017	Materials & Supplies - General	3,492	6,011	6,077
9	2020	Perimeter_Security Equip	47,160	23,645	83,625
10	2024	Mechanical Equipment	0	313	195
11	2203	Other Gas Materials and Equip	0	0	3,254
12	2500	IT Hardware	0	208	0
13	2503	Office Supplies	1,420	22,036	1,504
14	3000	Consultant Expenses	1,251,292	1,277,462	(1,461,408)
15	3001	Community Support	43,969	220,619	105,997
16	3002	Regulatory Legal Expenses	10,561	46,313	387,152
17	3003	Financial Statement Review	680,336	458,104	770,291
18	3004	Constructions Services	4,310	12,570	3,844
19	3006	Engineering Services	3,175	350	0
20	3007	Drug Testing	0	0	0
21	3008	Printing	934	20,350	1,019
22	3009	Operations Services	31,154	0	0
23	3011	Short Term Temporary Employees	(2,395)	(61,213)	47,542
24	3012	Building and Property Security	4,645	2,632	1,383
25	3014	Environmental Haz/Spe Waste Disposal	56,056	18,067	12,036
26	3015	Other Outside Services	45,834	103,173	317,336
27	3016	Other Maintenance Services	0	0	0
28	3017	One Call System Fees	0	0	0
29	3018	Courier Services (UPS, FedEx, Etc.)	0	0	0
30	3021	Environmental Health & Safety Services	87,923	179,967	107,503
31	3022	Generation Constr Maint Svcs	1,397	0	0
32	3024	Benefit Administration	95	74,949	0
33	3025	Credit Collections	470	0	0
34	3031	Outsourcing Variable Cst-ARCs	0	(15,432)	(4,179)
35	3037	Miscellaneous Reimbursements	1,045	0	0
36	3046	HR Services	7,891	(6,855)	(18,937)
37	3047	IT Services	14,714	(34,249)	(4,189)
38	3080	CAP Administration Costs	0	0	0
39	3081	CAP Administration Costs	27,781	27,781	0
40	3082	CAP Initial Application	0	0	0
41	3083	CAP Education	83,460	33,482	29,168
42	3089	Line Location and OneCall Svcs	7,437	0	6,265
43	3100	Business Expenses	0	0	343
44	3101	Meals 100 Deductible	0	0	0
45	3102	Meals (Meetings & Entertainment)	820	316	1,606
46	3106	Gifts	0	94	60
47	3300	Amortization Charges	0	0	0
48	3500	Charitable Contrib-501C3	0	800	55
49	3501	Company Memberships - Industry Associations	0	0	0
50	3502	Employee Dues and Memberships	0	0	0
51	3503	PAC/Lobbying	0	0	397,398
52	3504	Company Memberships - Civic Associations	0	0	175,000
53	3515	Contrib-Non 501C3	0	0	0
54	3600	Fees, License, Permits	825	8,823	3,606
55	3601	Postage & Postage Fees	0	0	0
56	3612	Late Fees	0	305	0
57	3619	AR Customer RefundsAR Customer Refunds	0	1,050	0
58	3634	Purchase of Property	0	0	(9,250)
59	3637	Training	411,224	521,269	505,274
60	3638	Other Expenses - General	0	0	286
61	3650	Clothing, Clothing Allowance	(765)	(239)	576
62	3667	Permit Request Fee	4,400	0	0
63	3920	Cable	0	0	2,625
64	3921	Electric Utility Svcs	4,197	0	3,893
65	3923	Mobile_Cellular_Pagers	0	0	0
66	3925	Water and Sewer Utility Svcs	118	75	3,259
67	3926	Telecommunications Svcs	1,449	3,271	980
68	4000	Liability Insurance	0	0	0
69	4015	Workers Compensation	0	0	0
70	4017	Losses_Claims Expense	0	0	0
71	3865	Service	0	0	0
72	4522	Salvage Other	0	0	0
73	5010	Building Maintenance	255,448	143,454	140,395
74	5013	Garbage and Waste Disposal	63,957	75,160	69,966
75	5014	Lot Maintenance	0	0	0
76	7001	Management Services	22,042,510	24,114,669	23,508,972
77	9210	Leases - Vehicles	0	1,763	0
78	9215	Leases - Office Machine Furniture	141,584	126,261	108,128
79	9220	Leases - Building/Land	727	23,679	44,610
80	9022	Medical - Active	0	0	0
81	9232	Leases - Rent Expense	2,595	5,191	5,191
82	9235	Leases - Other	0	0	0
83	9256	Capital Leases	0	0	0
84	9261	Overheads Related To Lse-Rent	0	0	0
85		Total Account 923 Outside Services Employed	25,359,422	27,614,756	25,383,987

COLUMBIA GAS OF PENNSYLVANIA, INC.
ACCOUNT 92800000 - REGULATORY COMMISSION EXPENSE
TWELVE MONTHS ENDED NOVEMBER 30, 2023, 2022, 2021

Line No.	Cost Element	Description	11/30/2023	11/30/2022	11/30/2021
1	2500	IT Hardware	0	0	0
2	2503	Office Supplies and Equip	0	71,293	12,722
3	3000	Consulting Services	25,300	255,611	121,175
4	3002	Legal Services	5,706	416,075	99,064
5	3015	Other Outside Services	0	0	0
6	3028	Expert Witness Fees	0	0	0
7	3100	Business Expenses	0	0	0
8	3102	Meals & Entertainment 50 Deductible	0	0	0
9	7001	Corporate Services - Bill	848	565	5,771
10	9617	Consumer Advocate Fee	277,240	261,302	243,469
11	9635	PUC Maintenance Fee	2,020,952	2,166,650	1,641,609
12	9636	Small Business Advocate	92,178	106,137	87,535
13		Total Account 928	2,422,223	3,277,633	2,211,343

COLUMBIA GAS OF PENNSYLVANIA, INC.
ACCOUNT 93010000 ADVERTISING EXPENSE - ACCOUNT 93020000 MISCELLANEOUS GENERAL EXPENSE
TWELVE MONTHS ENDED NOVEMBER 30, 2023, 2022, 2021

Line No.	Cost Element	Description	11/30/2023	11/30/2022	11/30/2021
1	1003	Regular Pay - Productive	0	0	0
2	1006	Vacation	0	0	0
3	1007	Non-Productive	0	0	0
4	2001	Chemicals	0	0	0
5	2004	Material & Supplies - Freight	0	85	2,524
6	2017	Other Materials & Supplies	28,989	36,101	8,159
7	2024	Mechanical Equipment	0	0	0
8	2203	Other Gas Materials and Equip	28,042	38,242	25,648
9	2500	IT Hardware	0	0	27
10	2503	Office Supplies	953	2,644	2,935
11	3000	Consulting Services	1,276	22,559	10,270
12	3001	Community Support	414,404	287,908	364,342
13	3004	Constructions Services	31,842	0	0
13	3008	Printing and Fulfillment Svcs	(431)	431	20,057
14	3015	Research & Development Contract Services	0	0	0
15	3022	Generation Constr Maint Svcs	600	0	0
16	3037	Miscellaneous Reimbursements	900	0	18
17	3046	HR Services	0	0	325
18	3047	IT Services	1,715	0	1,604
19	3100	Employee Expenses - Business Expenses	2,911	5,209	1,582
20	3101	Meals 100 Deductible	0	0	0
21	3102	Meals & Entertainment 50 Deductible	4,581	5,938	3,666
22	3106	Gifts	395	0	587
23	3501	Industry Associations	363,138	336,773	313,148
24	3502	Employee Dues and Memberships	0	195	100
25	3504	Co Memberships-Civic Assns	0	5,562	800
26	3505	Co Memberships-Social Orgs	0	0	1,441
27	3600	Misc. & Other Expenses - Fees, Licenses, Permits	82	112	53
28	3601	Postage & Postage Fees	214	292	497
29	3612	Late Fees	82	6	0
30	3637	Training	47,537	75,289	183,682
31	3638	Miscellaneous	530	(2,573)	(3,053)
32	3650	Clothing, Clothing Allowance	552	145	164
33	3920	Cable	0	300	660
34	3922	Natrual Gas Utility Svcs	0	0	73
35	3925	Misc. & Other Expenses - Water & Sewage Bills	0	0	0
36	3926	Telecommunications Svcs	4,748	9,226	4,139
37	5010	Building Maintenance	0	0	0
38	5013	Garbage and Waste Disposal	506	1,362	0
39	5020	Vehicle Maintenance	0	0	0
40	7001	Corporate Services	207,296	217,633	218,593
41	9215	Leases-Office Equip &Furniture	580	535	150
42	9235	Rents - Other	4,143	3,542	3,296
43					
44	Total Account 93010000 Advertising & 93020000 Miscellaneous General Expense		1,145,585	1,047,515	1,165,486

COLUMBIA GAS OF PENNSYLVANIA, INC
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. ALL UTILITIES

30. Provide a detailed schedule of all charitable and civic contributions by recipient and amount for the test year.

Response:

Please see Attachment A.

The Charitable and Civic Contributions detailed in Attachment A are not included in the cost of service claim in this case.

Line No.	Description	Amount $
	CHARITABLE AND CIVIC CONTRIBUTIONS	
1	AMERICAN CANCER SOCIETY	(2,500)
2	COUNTY UNITED WAY INC	(3,000)
3	DOLLAR ENERGY FUND INC	225,000
4	HABITAT FOR HUMANITY OF WASHINGTON COUNT	(500)
5	TWILIGHT WISH FOUNDATION	(5,000)
6	SHAPIRO-DAVIS INAUGURATION	10,000
7	OTHER	384
8	Rate Making Adjustment For Charitable Contributions Booked to O&M (See Ex. 4 Sch. 2 Pg. 24)	153
9	Total Charitable and Civic Contributions (Not included in rate claim)	224,537

COLUMBIA GAS OF PENNSYLVANIA, INC
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. ALL UTILITIES

34. List and explain all non-recurring, abnormal or extraordinary expenses incurred in the test year which will not be present in future years.

Response: Material non-Recurring abnormal or extraordinary expenses incurred in the test year are recorded as Miscellaneous Deductions and reflected “below the line” in the caption Other Income.

35. List and explain all expenses included in the test year which do not occur yearly but are of a nature that they do occur over an extended period of years. (e.g. - Non-yearly maintenance programs, etc.)

Response: See Exhibit No. 4, Schedule No. 2 for detail of expense adjustments.

36. Using the adjusted year's expenses under present rates as a base, give detail necessary for clarification of all expense adjustments. Give clarifying detail for any such adjustments that occur due to changes in accounting procedure, such as charging a particular expense to a different account than was used previously. Explain any extraordinary declines in expense due to such change of account use.

Response: See Exhibit No. 4, Schedule No. 2 for detail of expense adjustments.

37. Indicate the expenses that are recorded in the test year, which are due to the placement in operating service of major plant additions or the removal of major plant from operating service and estimate the expense that will be incurred on a full-year's operation.

Response: No expenses were recorded on the books of Columbia related to placement of major plant additions in or removal of major plant additions to/from operating service other than Columbia’s continuation of its accelerated investment in cast iron and unprotected steel mains replacement.

COLUMBIA GAS OF PENNSYLVANIA, INC
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
A. ALL UTILITIES

38. Submit a statement of past and anticipated changes, since the previous rate case, in major accounting procedures.

Response:

There have been no changes in major accounting procedures. The only anticipated changes in the foreseeable future relate to the Work and Asset Management ("WAM") program discussed in Company witness Skinner's Testimony and Company witness McCaul's Testimony.

COLUMBIA GAS OF PENNSYLVANIA, INC
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
E. GAS UTILITIES

29. Provide intrastate operations percentages by expense categories for two years prior to the test year.

Response: See Page 2.

COLUMBIA GAS OF PENNSYLVANIA, INC.
OPERATION PERCENTAGE BY EXPENSE CATEGORIES
FOR THE TWELVE MONTHS ENDED NOVEMBER 30, 2023, 2022 AND 2021

Line No.		November 30, 2023 Amount $	November 30, 2023 Percent %	November 30, 2022 Amount $	November 30, 2022 Percent %	November 30, 2021 Amount $	November 30, 2021 Percent %
	GAS PURCHASED EXPENSE						
1	401200 Operation	272,918,801	100.00%	264,222,635	100.00%	173,678,125	100.00%
	OTHER GAS SUPPLY EXPENSES						
2	401200 Operation	1,362,049	0.60%	1,386,524	0.63%	1,394,413	0.67%
	UNDERGROUND STORAGE						
3	401200 Operation	8,924	0.00%	17,174	0.01%	17,120	0.01%
4	402200 Maintenance	-	0.00%	-	0.00%	-	0.00%
5	Total	8,924	0.00%	17,174	0.01%	17,120	0.01%
	DISTRIBUTION						
6	401200 Operation	49,416,980	21.66%	44,933,938	20.52%	44,719,135	21.59%
7	402200 Maintenance	23,396,811	10.25%	22,032,210	10.06%	24,321,751	11.74%
8	Total	72,813,791	31.91%	66,966,148	30.58%	69,040,886	33.33%
	CUSTOMER ACCOUNTS						
9	401200 Operation	51,883,857	22.74%	51,120,647	23.35%	37,056,036	17.89%
	CUSTOMER SERVICE & INFORMATION						
10	401200 Operation	7,191,952	3.15%	8,488,029	3.88%	5,714,339	2.76%
	SALES PROMOTION						
11	401200 Operation	26,704	0.01%	120,411	0.05%	157,216	0.08%
	ADMIN. & GENERAL						
12	401200 Operation	88,330,032	38.71%	85,311,521	38.96%	89,325,386	43.12%
13	402200 Maintenance	6,577,334	2.88%	5,553,179	2.54%	4,436,815	2.14%
14		94,907,365	41.59%	90,864,700	41.50%	93,762,201	45.26%
15	Subtotal (Lines 2+5+8+9+10+11+14)	228,194,643	100.00%	218,963,633	100.00%	207,142,212	100.00%
16	Total Operation and Maintenance Expenses (Lines 1+15)	501,113,445		483,186,268		380,820,337	

COLUMBIA GAS OF PENNSYLVANIA, INC
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
E. GAS UTILITIES

33. Submit a schedule showing maintenance expenses, gross plant and the relation of maintenance expenses thereto as follows:

(i) Gas Production Maintenance Expenses per Mcf production, per $1,000 Mcf production, and per $1,000 of Gross Production Plant;

(ii) Transmission Maintenance Expenses per Mmcf mile and per $1,000 of Gross Transmission Plant;

(iii) Distribution Maintenance Expenses per customer and per $1,000 of Gross Distribution Plant;

(iv) Storage Maintenance Expenses per Mmcf of Storage Capacity and per $1,000 of Gross Storage Plant. This schedule shall include three years prior to the test year, the test year and one year's projection beyond the test year.

Response: Information requested is no longer measured using Mcf, please see page 2 for schedule reflecting Dths.

COLUMBIA GAS OF PENNSYLVANIA, INC.
SCHEDULE OF MAINTENANCE EXPENSES AND GROSS PLANT
NOVEMBER 30, 2023, 2022, 2021 & 2020

			12 Months Ended			
			11/30/23	11/30/22	11/30/21	11/30/20
			$	$	$	$
I.	Gas Production Maintenance Expenses		0	0	0	0
	Gross Production Plant		0	0	0	0
	Per Mcf Production		0	0	0	0
	Per $1,000 Mcf Production		0	0	0	0
	Per $1,000 of Gross Production Plant		0	0	0	0
II	Transmission Maintenance Expenses		0	0	0	0
	Gross Transmission Plant		0	0	0	0
	Per Mmcf mile		0	0	0	0
	Per $1,000 of Gross Transmission Plant		0	0	0	0
III	Distribution Maintenance Expenses		21,792,415	20,481,242	24,321,751	21,786,624
	Utility Plant		4,097,942,483	3,697,665,924	3,350,480,823	3,069,014,427
	Customers		444,606	443,204	440,728	439,578
	Per Customer		49.02	46.21	55.19	49.56
	Per $1,000 of Utility Plant		5.32	5.54	7.26	7.10
IV.	Storage Maintenance Expenses	1 /	0	0	0	0
	Gross Storage Plant	1 /	7,168,796	7,169,335	7,124,532	5,831,763
	Mmcf of Storage Capacity		30	30	30	30
	Per Mmcf of Storage Capacity		0	0	0	0
	Per $1,000 of Gross Storage Plant		0.00	0.00	0.00	0.00

1 / Columbia Gas of Pennsylvania does not forecast the data indicated above beyond the historic test year in the manner requested.

COLUMBIA GAS OF PENNSYLVANIA, INC
53.53 III. BALANCE SHEET AND OPERATING STATEMENT
E. GAS UTILITIES

34. Prepare a 3-column schedule of expenses, as described below for the following periods (supply sub-accounts, if significant, to clarify basic accounts).

a. Column 1 - Test Year

b. Column 2 and 3 - The two previous years.

Provide the annual recorded expenses by accounts.

Response: See Pages 2 through 7 for a schedule of Operating and Maintenance Expenses for the Twelve Months Ended November 2023, 2022, and 2021.

COLUMBIA GAS OF PENNSYLVANIA, INC
OPERATING AND MAINTENANCE EXPENSES
TWELVE MONTHS ENDED NOVEMBER 2023, 2022 AND 2021

	TME Nov. 23 $	TME Nov. 22 $	TME Nov. 21 $
GAS PURCHASED EXPENSE			
401200 Operation	272,918,801	264,222,635	173,678,125
402200 Maintenance	-	-	-
Total	272,918,801	264,222,635	173,678,125
OTHER GAS SUPPLY EXPENSES			
401200 Operation	1,378,806	1,386,524	1,394,155
402200 Maintenance	-	-	-
Total	1,378,806	1,386,524	1,394,155
UNDERGROUND STORAGE			
401300 Operation	8,924	17,174	17,120
402300 Maintenance	-	-	-
Total	8,924	17,174	17,120
DISTRIBUTION			
401400 Operation	49,423,323	44,933,938	44,720,387
402400 Maintenance	23,373,712	22,032,210	24,320,755
Total	72,797,035	66,966,148	69,041,142
CUSTOMERS ACCOUNTS			
401400 Operation	51,883,857	51,120,647	37,056,036
402400 Maintenance	-	-	-
Total	51,883,857	51,120,647	37,056,036
CUSTOMERS SERVICE & INFORMATION			
401400 Operation	7,191,952	8,488,029	5,714,339
402400 Maintenance	-	-	-
Total	7,191,952	8,488,029	5,714,339
SALES			
401400 Operation	26,704	120,411	157,216
402400 Maintenance	-	-	-
Total	26,704	120,411	157,216
ADMINISTRATIVE & GENERAL			
401400 Operation	88,330,032	85,311,521	89,325,387
402400 Maintenance	6,577,334	5,553,179	4,436,815
Total	94,907,365	90,864,700	93,762,203
GRAND TOTAL O&M	501,113,445	483,186,268	380,820,337

COLUMBIA GAS OF PENNSYLVANIA, INC
OPERATING AND MAINTENANCE EXPENSES
TWELVE MONTHS ENDED NOVEMBER 2023, 2022 AND 2021

ACCT NO.	OTHER GAS SUPPLY		TME Nov. 23 $	TME Nov. 22 $	TME Nov. 21 $
	401300 OPERATION				
717	Liquefied Petroleum Gas Expense		-	-	-
764	Gath Maint Field Lines		16,756	-	-
807	Other Purchased Gas Expense	*	1,362,049	1,386,524	1,394,155
807	Other Purchased Gas Expense - Brokerage Fees	*	-	-	-
	TOTAL OTHER GAS SUPPLY EXPENSE		1,378,806	1,386,524	1,394,155
	401999 PURCHASED GAS SOLD				
801	Natural Gas Field Line Purchases		235,922	567,743	328,887
803	Natural Gas Transmission Line Purchases		175,115,470	323,467,567	212,859,056
804	Natural Gas City Gate Purchases		6,103,478	3,145,808	14,595,043
805	Other Gas Purchases		810,423	15,658,573	(25,874,349)
806	Exchange Gas		6,769,495	(9,569,577)	3,130,111
807	Other Purchased Gas Expense - Brokerage Fees	*	-	-	-
808.1	Gas Withheld From Storage Dr		118,350,853	83,358,434	37,991,983
808.2	Gas Delivered To From Storage Cr		(33,643,528)	(151,583,581)	(68,756,752)
812	Gas Used for Other Utility Oper.		(823,312)	(828,916)	(595,855)
813	Exchange Fees		-	6,585	-
	TOTAL PURCHASED GAS SOLD		272,918,801	264,222,635	173,678,125

* Account 807 Other Purchased Gas Expense is captured in both Other Gas Supply Expense and Purchased Gas Sold.

COLUMBIA GAS OF PENNSYLVANIA, INC
OPERATING AND MAINTENANCE EXPENSES
TWELVE MONTHS ENDED NOVEMBER 2023, 2022 AND 2021

ACCT NO.	UNDERGROUND STORAGE	TME Nov. 23 $	TME Nov. 22 $	TME Nov. 21 $
	401400 OPERATION			
816	Well Expenses	-	-	-
817	Line Expenses	-	-	-
818	Compressor St Exp	-	7,913	9,603
819	Compressor St Fuel & Power	-	-	-
820	Meas & Regulator Exp	-	-	-
821	Purification	-	-	-
823	Gas Losses	3,352	3,688	1,712
825	Storage Well Royalties	5,572	5,572	5,805
845	LNG Fuel	-	-	-
	TOTAL OPERATION	8,924	17,174	17,120
	402400 MAINTENANCE			
832	Maintenance Reservoirs & Wells	-	-	-
834	Compressor Station Equipment	-	-	-
836	Purification Equipment	-	-	-
	TOTAL MAINTENANCE	-	-	-
	TOTAL STORAGE	8,924	17,174	17,120

COLUMBIA GAS OF PENNSYLVANIA, INC
OPERATING AND MAINTENANCE EXPENSES
TWELVE MONTHS ENDED NOVEMBER 2023, 2022 AND 2021

ACCT NO.	DISTRIBUTION	TME Nov. 23 $	TME Nov. 22 $	TME Nov. 21 $
	401600 OPERATION			
850	Op Superv_Eng-Gas Trans	-	-	-
852	Communication System Exp Scada	-	-	-
859	Gas Transmission Exp	-	830	-
857	Measuring_Regulating Stn Exp	-	-	-
864	Maint Compressor Stn Equip	6,343	-	-
870	Operation Supervision & Engineering	10,150,835	9,388,578	8,646,601
871	Distribution Load Dispatching	350,299	338,149	362,913
874	Mains & Services Expenses	23,897,057	22,612,001	22,403,428
875	Meas. & Reg. Station Expense-General	831,619	721,941	801,184
876	Meas. & Reg. Station Expense-Industrial	364,231	357,382	346,859
878	Meter & House Regulators Expense	2,651,898	2,032,276	1,857,774
879	Customer Installation Expense	6,754,208	6,333,460	6,380,850
880	Other Expense	4,473,815	3,177,409	3,930,042
881	Rents	(56,982)	(28,089)	(9,264)
	TOTAL OPERATION	49,423,323	44,933,938	44,720,387
	402600 MAINTENANCE			
863	Transmission Exp - Maint-Elec	-	1,596	-
885	Maintenance Supervision & Engineering	199,036	174,923	158,618
886	Maintenance of Structures & Improvements	240,743	240,824	26,255
887	Maintenance of Mains	16,619,619	13,977,518	15,128,965
889	Maint. of Meas. & Reg Station Equipment-General	1,676,696	1,642,568	1,285,785
890	Maint. of Meas. & Reg Station Equipment-Industrial	143,505	174,490	157,818
892	Maintenance of Services	2,625,641	4,388,678	5,720,931
893	Maintenance of Meter & House Regulators	574,662	366,329	537,054
894	Maintenance of Other Equipment	1,293,810	1,065,284	1,305,329
	TOTAL MAINTENANCE	23,373,712	22,032,210	24,320,755
	TOTAL DISTRIBUTION EXPENSE	72,797,035	66,966,148	69,041,142

COLUMBIA GAS OF PENNSYLVANIA, INC
OPERATING AND MAINTENANCE EXPENSES
TWELVE MONTHS ENDED NOVEMBER 2023, 2022 AND 2021

ACCT NO.	CUSTOMER ACCOUNTS	TME Nov. 23 $	TME Nov. 22 $	TME Nov. 21 $
	401700 OPERATION			
901	Supervision	5	985	868
902	Meter Reading Expense	764,300	652,510	673,680
903	Customer Records & Collections	8,883,324	8,417,367	7,581,465
904	Uncollectible Accounts	42,233,137	42,046,361	28,796,992
905	Miscellaneous Customer Accounts Expense	3,091	3,424	3,032
	TOTAL CUSTOMER ACCOUNTS EXPENSE	51,883,857	51,120,647	37,056,036
	CUSTOMER SERVICE & INFORMATION			
	401800 OPERATION			
907	Supervision	-	-	-
908	Customer Assistance	5,567,830	6,952,203	4,269,470
909	Informational & Instructional Expense	286,220	194,680	159,653
910	Misc Customer Service & Information Expense	1,337,902	1,341,146	1,285,216
	TOTAL CUSTOMER SERVICE EXPENSE	7,191,952	8,488,029	5,714,339
	SALES EXPENSE			
	401400 OPERATION			
911	Supervision	-	-	
912	Demonstration	(190)	726	7,299
913	Advertising	26,768	119,055	149,653
916	Miscellaneous	126	630	265
	TOTAL SALES EXPENSE	26,704	120,411	157,216

COLUMBIA GAS OF PENNSYLVANIA, INC
OPERATING AND MAINTENANCE EXPENSES
TWELVE MONTHS ENDED NOVEMBER 2023, 2022 AND 2021

ACCT NO.	ADMINISTRATIVE & GENERAL	TME Nov. 23 $	TME Nov. 22 $	TME Nov. 21 $
	401900 OPERATION			
920	Administrative & General Salaries	30,171,350	26,089,823	28,684,664
921	Office Supplies & Expenses	4,091,038	5,710,059	5,674,201
922	Administrative Expense-Transfer Credit	-	-	-
923	Outside Services Employed	25,359,422	27,614,756	27,546,583
924	Property Insurance	295,338	224,165	186,402
925	Injuries & Damages	5,248,799	6,053,412	6,617,994
926	Employee Pensions & Benefits	15,377,166	11,595,955	12,214,669
928	Regulatory Commission Expense	2,422,223	3,277,633	2,211,343
930	Miscellaneous General Expense	1,145,585	1,047,516	1,165,486
931	Rents	4,219,111	3,698,202	5,024,045
	Total Operation	88,330,032	85,311,521	89,325,387
	402900 MAINTENANCE			
932	Maintenance of General Plant	6,577,334	5,553,179	4,436,815
935	Maint General Plant Electric	-	-	-
	Total Maintenance	6,577,334	5,553,179	4,436,815
	TOTAL ADMINISTRATIVE & GENERAL EXPENSE	94,907,365	90,864,700	93,762,203