BEFORE THE PUBLIC SERVICE COMMISSION

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THE ELECTRONIC APPLICATION OF)		
COLUMBIA GAS OF KENTUCKY, INC.)	CASE NO.	
FOR AN ADJUSTMENT OF RATES;)	2024-00092	
APPROVAL OF DEPRECIATION STUDY;)		
APPROVAL OF TARIFF REVISIONS; AND)		
OTHER RELIEF)		

COLUMBIA GAS OF KENTUCKY, INC.'S VERIFIED RESPONSE TO COMMISSION ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION ENTERED JULY 24, 2024

Comes now Columbia Gas of Kentucky, Inc.'s ("Columbia"), by counsel, and does hereby tender its Verified Response to Attorney General's Second Request for Information entered July 24, 2024.

Filed: August 7, 2024

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:	
ELECTRONIC APPLICATION OF COLUMOF KENTUCKY, INC. FOR AN ADJUSTM RATES; APPROVAL OF DEPRECIATION APPROVAL OF TARIFF REVISIONS; ANI RELIEF	ENT OF) Case No. 2024-00092 STUDY;)
VERIFICATION	N OF JUDY COOPER
COMMONWEALTH OF KENTUCKY	
COUNTY OF FAYETTE	
duly sworn, states that she has supervised the	Affairs for Columbia Gas of Kentucky, Inc., being preparation of responses to discovery in the aboves set forth therein are true and accurate to the best of after reasonable inquiry.
	Judy Cooper
The foregoing Verification was signed day of August, 2024, by Judy Cooper.	, acknowledged and sworn to before me this 6
-	Enelyn Long Dun
1	Notary Commission No. KYNP49615
EVELYN LONG DURR Notary Public Commonwealth of Kentucky Commission Number KYNP49615 by Commission Expires May 15, 2026	Commission expiration: May 15, 2026

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: ELECTRONIC APPLICATION OF COLU OF KENTUCKY, INC. FOR AN ADJUST RATES; APPROVAL OF DEPRECIATION APPROVAL OF TARIFF REVISIONS; AN RELIEF	MENT OF N STUDY;)))))	Case No. 20	24-00092
VERIFICATI	ON OF KIN	MRA	COLE	
COMMONWEALTH OF KENTUCKY COUNTY OF FAYETTE Kimra Cole, President and Chief Opbeing duly sworn, states that she has superabove-referenced case and that the matters abest of her knowledge, information and belief	vised the pre and things se ef, formed a	eparati t forth fter re	on of respons therein are to	ses to discovery in the rue and accurate to the tiry.
The foregoing Verification was signed day of August, 2024, by Kimra Cole. EVELYN LONG DURR Notary Public Commonwealth of Kentucky Commission Number KYNP49615 My Commission Expires May 15, 2026	Ehel Notary Cor	nmiss	Long ion No. KYN	before me this 6th Duc JP 4 9615 ay 15, 2026

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:)	
ELECTRONIC APPLICATION OF COLU OF KENTUCKY, INC. FOR AN ADJUSTI RATES; APPROVAL OF DEPRECIATION APPROVAL OF TARIFF REVISIONS; AN RELIEF	MENT OF N STUDY;))))	Case No. 2024-00092
VERIFICATIO	N OF DON	ALD	AYERS
COMMONWEALTH OF KENTUCKY)		
COUNTY OF FAYETTE)		
Donald Ayers, Vice President of Opduly sworn, states that he has supervised the referenced case and that the matters and thin his knowledge, information and belief, form	e preparation ags set forth aed after reas	n of re thereir	esponses to discovery in the above- n are true and accurate to the best of e inquiry.
The foregoing Verification was signed day of August, 2024, by Donald Ayers.	ed, acknowle	edged	and sworn to before me this 60
	Ebely	u C	Long Dien
	Notary Cor	nmissi	ion No. KYN P49615
	Commissio	n expi	ration: May 15, 2026
EVELYN LONG DURR			1.

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

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:)
ELECTRONIC APPLICATION OF COLUMBIA GOF KENTUCKY, INC. FOR AN ADJUSTMENT OF RATES; APPROVAL OF DEPRECIATION STUDY APPROVAL OF TARIFF REVISIONS; AND OTHER RELIEF	OF) Case No. 2024-00092 Y;)
VERIFICATION OF CI	HRISLEY SCOTT
STATE OF OHIO)	
COUNTY OF FRANKLIN)	
Chrisley Scott, Director of Capital Program aduly sworn, states that she has supervised the prepareferenced case and that the matters and things set for her knowledge, information and belief, formed after	orth therein are true and accurate to the best of
The foregoing Verification was signed, acknday of August, 2024, by Chrisley Scott.	nowledged and sworn to before me this 6 th
Notary	Commission No
Comm	ission expiration: \mathcal{N}/\mathcal{A}
	*



John R Ryan III
Attomey At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: ELECTRONIC APPLICATION OF COLUMN OF KENTUCKY, INC. FOR AN ADJUSTIN RATES; APPROVAL OF DEPRECIATION APPROVAL OF TARIFF REVISIONS; AN RELIEF	MENT OF) Case No. 2024-00092 N STUDY;)
VERIFICATION O	OF TAMALEH SHAEFFER
STATE OF OHIO)
COUNTY OF FRANKLIN)
Company, being duly sworn, states that s discovery in the above-referenced case and	cution Manager for NiSource Corporate Services the has supervised the preparation of responses to that the matters and things set forth therein are true formation and belief, formed after reasonable inquiry.
	Tamaell A Shaeffer Tamaleh Shaeffer
The foregoing Verification was signe day of August, 2024, by Tamaleh Shaeffer.	ed, acknowledged and sworn to before me this 6th
	Notary Commission No.
	Commission expiration: $\frac{\sqrt{4}}{}$
John R Ryan III Attorney At Law Notary Public, State of Ohio My commission has no expiration date Sec. 147.03 R.C.	

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: ELECTRONIC APPLICATION OF COLUMBIA GAS OF KENTUCKY, INC. FOR AN ADJUSTMENT OF RATES; APPROVAL OF DEPRECIATION STUDY; APPROVAL OF TARIFF REVISIONS; AND OTHER RELIEF)) Case No. 2024-00092))
VERIFICATION OF JEF	FERY GORE
STATE OF OHIO)	
COUNTY OF FRANKLIN)	
Jeffery Gore, Regulatory Manager for NiSource sworn, states that he has supervised the preparation or referenced case and that the matters and things set forth his knowledge, information and belief, formed after reasulation	of responses to discovery in the above- therein are true and accurate to the best of
The foregoing Verification was signed, acknowled day of July, 2024, by Jeffery Gore.	edged and sworn to before me this 3/
Jamet Variabus	mmission No. $\frac{2018-RE-753}{1-8-28}$ fag

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: ELECTRONIC APPLICATION OF COLUMBIA GAS OF KENTUCKY, INC. FOR AN ADJUSTMENT OF RATES; APPROVAL OF DEPRECIATION STUDY; APPROVAL OF TARIFF REVISIONS; AND OTHER RELIEF) Case No. 2024-00092
VERIFICATION OF KE	VIN JOHNSON
STATE OF OHIO) COUNTY OF FRANKLIN)	
Kevin Johnson, Lead Regulatory Analyst, with being duly sworn, states that he has supervised the plabove-referenced case and that the matters and things best of his knowledge, information and belief, formed K	reparation of responses to discovery in the set forth therein are true and accurate to the
The foregoing Verification was signed, acknown day of August, 2024, by Kevin Johnson.	wledged and sworn to before me this 4
Notary C	ommission No
Commiss	sion expiration:



John R Ryan III

Attorney At Law

Notary Public, State of Ohio

My commission has no expiration date

Sec. 147.03 R.C.

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:))	
ELECTRONIC APPLICATION OF COLUMBIA GAS OF KENTUCKY, INC. FOR AN ADJUSTMENT OF) Case No. 2024-00092	
RATES; APPROVAL OF DEPRECIATION STUDY;) Case No. 2024-00092	
APPROVAL OF TARIFF REVISIONS; AND OTHER)	
RELIEF)	
VERIFICATION OF BE	TH OWENS	
STATE OF OHIO)		
COUNTY OF FRANKLIN)		
Beth Owens, Director of Compensation for Nibehalf of Columbia Gas of Kentucky, Inc., being duly preparation of responses to discovery in the above-referset forth therein are true and accurate to the best of her kafter reasonable inquiry.	sworn, states that she has supervised the enced case and that the matters and things	
The foregoing Verification was signed, acknowledged and sworn to before me this day of August, 2024, by Beth Owens.		
Notary Con	mmission No	
Commission	on expiration: <u>//</u>	
John R Ryan III		

Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:)
ELECTRONIC APPLICATION OF COLUMBIA GAS OF KENTUCKY, INC. FOR AN ADJUSTMENT OF RATES; APPROVAL OF DEPRECIATION STUDY; APPROVAL OF TARIFF REVISIONS; AND OTHER RELIEF) Case No. 2024-00092)
VERIFICATION OF JULIE	E C. WOZNIAK
STATE OF OHIO)	
COUNTY OF FRANKLIN)	
Julie C. Wozniak, Manager of Regulatory S. Company, a management and services subsidiary of NiS Inc., being duly sworn, states that she has supervised the above-referenced case and that the matters and thing the best of her knowledge, information and belief, form	Source Inc. for Columbia Gas of Kentucky, the preparation of responses to discovery in gs set forth therein are true and accurate to
The foregoing Verification was signed, acknowlday of August, 2024, by Julie C. Wozniak.	ledged and sworn to before me this 644
Notary Co.	mmission NoA
Commission	on expiration:
annum.	



John R Ryan III
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: ELECTRONIC APPLICATION OF COLUMBIA GAS OF KENTUCKY, INC. FOR AN ADJUSTMENT OF RATES; APPROVAL OF DEPRECIATION STUDY; APPROVAL OF TARIFF REVISIONS; AND OTHER RELIEF)) Case No. 2024-00092))
VERIFICATION OF MICHA	AEL E. GIRATA
STATE OF OHIO)	
COUNTY OF FRANKLIN)	
Michael E. Girata, Manager of Demand Force Company, on behalf of Columbia Gas of Kentucky, I supervised the preparation of responses to discovery i matters and things set forth therein are true and accurate and belief, formed after reasonable inquiry.	nc., being duly sworn, states that he has n the above-referenced case and that the
	Muchael & Franks
The foregoing Verification was signed, acknowl day of August, 2024, by Michael E. Girata.	edged and sworn to before me this 6th
Notary Co.	mmission NoA
Commission	on expiration:



John R Ryan III
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: ELECTRONIC APPLICATION OF COLUMBIA GAS OF KENTUCKY, INC. FOR AN ADJUSTMENT OF RATES; APPROVAL OF DEPRECIATION STUDY; APPROVAL OF TARIFF REVISIONS; AND OTHER RELIEF) Case No. 2024-00092
VERIFICATION OF VIN	ICENT V. REA
	duly sworn, states that he has supervised the erenced case and that the matters and things knowledge, information and belief, formed incent V. Rea, CRRA
STEPHEN W SIXES NOTARY PUBLIC Notary Co	wledged and sworn to before me this 3 Len W Suks ommission No. 2015 299 DOCF sion expiration: \(\mathbb{D} - 26 - 28 \)

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: ELECTRONIC APPLICATION OF COLUMBIA GAS OF KENTUCKY, INC. FOR AN ADJUSTMENT OF RATES; APPROVAL OF DEPRECIATION STUDY; APPROVAL OF TARIFF REVISIONS; AND OTHER RELIEF)) Case No. 2024-00092))			
VERIFICATION OF GREG	ORY SKINNER			
STATE OF OHIO)				
COUNTY OF FRANKLIN)				
Gregory Skinner, Vice-President IT Utilities Systems for NiSource Corporate Services Company, being duly sworn, states that he has supervised the preparation of responses to discovery in the above-referenced case and that the matters and things set forth therein are true and accurate to the best of his knowledge, information and belief, formed after reasonable inquiry. Gregory Skinner				
The foregoing Verification was signed, acknowl day of August, 2024, by Gregory Skinner.	ledged and sworn to before me this 2th			
Notary Co.	mmission No.			
	on expiration:			
John R Ryan III	<i>(</i> •			

M

John R Ryan III
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:)
ELECTRONIC APPLICATION OF COLUMBIA GAS OF KENTUCKY, INC. FOR AN ADJUSTMENT OF RATES; APPROVAL OF DEPRECIATION STUDY; APPROVAL OF TARIFF REVISIONS; AND OTHER RELIEF) Case No. 2024-00092))
VERIFICATION OF NICH	OLAS R. BLY
STATE OF OHIO)	2
COUNTY OF FRANKLIN)	
Nicholas R. Bly, Accounting Manager for N management and services subsidiary of NiSource Inc. for duly sworn, states that he has supervised the preparation referenced case and that the matters and things set forth his knowledge, information and belief, formed after reasonic Nice	or Columbia Gas of Kentucky, Inc., being n of responses to discovery in the above- therein are true and accurate to the best of
The foregoing Verification was signed, acknowled ay of August, 2024, by Nicholas R. Bly.	edged and sworn to before me this
Notory Cor	mmission No.
•	on expiration:
John R Ryan III Attorney At Law Notary Public, State of Ohio My commission has no expiration date Sec. 147.03 R.C.	

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: ELECTRONIC APPLICATION OF COLUMBIA OF KENTUCKY, INC. FOR AN ADJUSTMENT RATES; APPROVAL OF DEPRECIATION STU APPROVAL OF TARIFF REVISIONS; AND OT RELIEF	TOF) Case No. 2024-00092 JDY;)
VERIFICATION O	F KRISTEN KING
STATE OF OHIO)	
NiSource Corporate Service Company for Columstates that she has supervised the preparation of case and that the matters and things set forth the knowledge, information and belief, formed after the control of the case and that the matters and things set forth the knowledge, information and belief, formed after the case of the cas	responses to discovery in the above-referenced herein are true and accurate to the best of her reasonable inquiry. Kristen King
The foregoing Verification was signed, as day of August, 2024, by Kristen King.	eknowledged and sworn to before me this _/
	ary Commission NoA
John R Ryan III	minosion expiration.



John R Ryan III
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: ELECTRONIC APPLICATION OF COLUMOF KENTUCKY, INC. FOR AN ADJUSTM RATES; APPROVAL OF DEPRECIATION APPROVAL OF TARIFF REVISIONS; AND RELIEF	MENT OF) STUDY;)	Case No. 2024-00092
VERIFICATIO	N OF CRAIG	GINSCHO
STATE OF OHIO COUNTY OF FRANKLIN)))	
Craig Inscho, Financial Planning Mar behalf of Columbia Gas of Kentucky, Inc., preparation of responses to discovery in the a set forth therein are true and accurate to the b after reasonable inquiry.	being duly sw bove-referenc	eed case and that the matters and things
The foregoing Verification was signed day of August, 2024, by Craig Inscho.	d, acknowledg	ged and sworn to before me this 74
	Notary Comm	. (1
John R Ryan III Attorney At Law		



John R Ryan III
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: ELECTRONIC APPLICATION OF COLUMBIA OF KENTUCKY, INC. FOR AN ADJUSTMENT RATES; APPROVAL OF DEPRECIATION STU APPROVAL OF TARIFF REVISIONS; AND OT RELIEF	TOF)	Case No. 2024-00092	
VERIFICATION OF	RONAL	D J. AMEN	
STATE OF WASHINGTON)			
COUNTY OF KING)			
D 111 A M D CA.		TIC	1 •

Ronald J. Amen, Managing Partner of Atrium Economics, LLC, consultant for Columbia Gas of Kentucky, Inc., being duly sworn, states that he has supervised the preparation of responses to discovery in the above-referenced case and that the matters and things set forth therein are true and accurate to the best of his knowledge, information and belief, formed after reasonable inquiry.

Ronald J. Amen 8/1/24

JILLIAN PALMER
Notary Public
State of Washington
Commission Number 22019875
My Commission Expires
July 2, 2026

Notary Commission No. 22019875

Commission expiration: 07-02-2026

Response to the Attorney General's Data Request Set Two No. 1 Respondent: Donald Ayers

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

1. Refer to Columbia Kentucky's response to the Attorney General's First Request for Information ("Attorney General's First Request"), Item 1(f), Attachment C. On the map's customer count color key, explain the meaning of MOD stations.

Response:

"MOD" stands for "Mobile Operations Deployment," which are remote operations/office reporting locations.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

2(a). Columbia Kentucky objected to the original request as overly broad. The Attorney General amends the question as follows: Provide a general account of the economic issues

2. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item

that the Company's customers are combating at the present time. If the Company is not

generally aware of economic issues that its customers are combating at the present time

then explain why not.

Response:

Columbia does not maintain income information of its customers and therefore is not able to completely assess the economic issues that its customers face. Instead, Columbia relies on its partner, Kentucky Community Action, to certify income eligibility of individual customers as may be required for some energy assistance. However, Columbia is aware of the number of customers utilizing assistance programming as outlined in Columbia's Response to the Attorney General's First Request for Information, No. 28(b).

Response to the Attorney General's Data Request Set Two No. 3

Respondent: Judy Cooper; Tamaleh Shaeffer

As to the Objection: Counsel

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO THE ATTORNEY GENERAL'S
SECOND REQUEST FOR INFORMATION
DATED JULY 24, 2024

3. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item

3(b). Columbia Kentucky objected to the original request by stating that future rate case

filings are outside the scope of this case and therefore irrelevant. However, due to the fact

that Columbia Kentucky is requesting a departure from Commission precedent by asking

for a one year amortization period for its rate case expense, the original question as posed

is absolutely relevant to this case. As originally requested, and based upon the requested

one year amortization period of rate case expense, explain whether Columbia Kentucky

anticipates filing for another rate increase in one year.

Response:

Objection: Columbia restates its objection that future rate case filings are outside the

scope of this case and are therefore irrelevant. Notwithstanding and without waiving

said objection, Columbia states as follows:

Columbia does not presently plan to file a rate case in 2025. However, the outcome of this case, other cases, and external forces may require Columbia to do so.

Response to the Attorney General's Data Request Set Two No. 4 Respondent: Tamaleh Shaeffer; Judy Cooper

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 4. Refer to Columbia Kentucky's response to the Attorney General's First Request, Items 7(a) (e), in which the Attorney General posed questions concerning Board of Directors' fees. Columbia Kentucky objected to the original request by stating that the requested information is not included in the calculation for the revenue requirement for this case, and is therefore irrelevant to the current proceeding.
- a. Explain whether Columbia Kentucky has a Board of Directors.
- b. Explain whether NiSource Gas Distribution Group, Inc. ("NiSource Gas Distribution Group") has a Board of Directors.
- c. Explain whether NiSource, Inc. ("NiSource") has a Board of Directors.
- d. Confirm that Columbia Kentucky has included \$0 associated with all Board of Directors' fees (including the Board of Directors for Columbia Kentucky, NiSource Gas Distribution Group, NiSource, etc.) in the revenue requirement of the pending rate case.

e. If (d) is not confirmed, provide answers to the Attorney General's First Request, Items 7(a) – (e), as originally requested.

Response:

- a. c. Each of these entities has a Board of Directors.
- d. and e. Columbia confirms that it has removed identified 2023 actual Board of Director costs incurred and recorded above-the-line to Operations and Maintenance Expense as a proxy adjustment in removing these costs from the FTP in this case provided Columbia's budget is developed utilizing historical trends.

Respondent: Judy Cooper

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

5. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 12. Columbia Kentucky objected to the original question as overly broad and unable to ascertain which funding the request was referring to. As originally requested, has Columbia Kentucky obtained and/or is the Company seeking any funds and/or grants from federal, state, or local sources (e.g. Inflation Reduction Act, Paycheck Protection Program, etc.), which have been or will be made available from 2020 - 2025? If so, identify the source and amount of those funds and/or grants. If not, and funds and/or grants are available for which the Company is eligible, explain why the Company is foregoing those opportunities.

Response:

As an investor-owned natural gas utility, Columbia is not eligible for the majority of grant offerings as they are more widely available to governmental, small business and not-for-profit entities. However, Columbia does look for opportunities where it might be eligible. In 2023, Columbia submitted a pre-application for a grant from the United States

Department of Energy Clean Energy Demonstrations Bipartisan Infrastructure Law for Energy Improvement in Rural or Remote areas. Following submission of the preapplication, selected entities were invited to submit a full application for the competitive fixed award grant. Columbia did not receive an invitation to continue its application.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

6. Refer to Columbia Kentucky's response to the Attorney General's First Request, Items 19 and 28(a). Provide a detailed explanation of Columbia Kentucky's WinterCare and Home Energy Assistance Program, including but not limited to the monetary amount that the customers contribute versus the monetary amount that the Company contributes to each program, if any; a breakdown of customer versus Company contributions for the years 2020 – 2024; how much funding is provided to each customer per year under each program; and the requirements for a customer to be eligible for each assistance program.

Response:

Columbia's Home Energy Assistance Program, the Energy Assistance Program ("EAP"), addresses the needs of qualified low-income Columbia Gas customers to heat their homes. The program is income based, serving households with income levels up to 200% of the Federal Poverty Guidelines. Since 2020, EAP is administered by Community Action Kentucky (CAK). Local community action agencies in partnership with CAK determine the applicant's eligibility and perform enrollment. Columbia's Energy

Assistance Program ("EAP") provides a bill credit to enrolled customers during the three heating season months of January through March. During each month of enrollment, a \$200 subsidy credit is applied to the bill. The targeted program year budget is \$675,000. Any unused funds in the current program year are "rolled over" for use in the following program year. The program is funded by the Commission approved surcharge which is applicable to all residential customers under the General Service and Small Volume Gas Transportation Service Rate Schedules. The amount collected is shown in the chart below.

	EAP Collections			
2024	\$	226,551.30		
2023	\$	450,279.60		
2022	\$	449,331.56		
2021	\$	450,042.16		
2020	\$	515,592.50		

The Winter Care Energy Fund is a heating assistance program available to relieve the heating crisis needs of qualified low-income customers located within Columbia's service territory. The program serves households with income levels up to 150% of the Federal Poverty Guidelines. Columbia's Winter Care fund is administered by the Community Action Council (CAC) in Lexington. Local community action agencies in partnership with CAC determine the applicant's eligibility and assistance amount. Qualified participants can receive up to \$300 in benefits per fiscal year towards their utility bill. The program is funded through Columbia Gas utility customer contributions and the

Citizen's Energy Fuel Fund. Please see the chart below for the sources of funds.

	WinterCare Funding Sources						
Year	Custom	er Contributions	Sha	Shareholder		Citizens Energy Fuel Fund	
2024	\$	6,740.00	\$	-	\$	90,000.00	
2023	\$	14,527.30	\$	9,916.30	\$	90,000.00	
2022	\$	15,334.00	\$	45,000.00	\$	90,000.00	
2021	\$	16,820.00	\$	45,000.00	\$	90,000.00	
2020	\$	16,613.92	\$	45,000.00	\$	90,000.00	

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

7. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 21(a). The Company asserted that based on the unit cost results contained in the class cost of service study ("COSS"), the customer-related costs for the residential class total \$45.74, and if the cost of the mains are excluded, the unit customer-related cost is \$34.66, and thus the Company's proposed charge of \$27.00 would only recover 59% or 78% of the respective customer-related costs. Explain in detail whether Columbia Kentucky's goal is to have the residential monthly customer charge to cover 100% of the alleged customer-related costs – either the cited \$45.74, or the \$34.66 excluding the cost of mains.

Response:

Columbia Kentucky's goal in this case is to be authorized to collect a residential customer charge of \$27.00 per month.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO THE ATTORNEY GENERAL'S
SECOND REQUEST FOR INFORMATION
DATED JULY 24, 2024

8. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item

21(d). Columbia Kentucky objected to the originally posed question. The Attorney

General amends the question as follows: Provide copies of any of the following

documentation that Columbia Kentucky relied upon when drafting/compiling its

pending application: Kentucky natural gas utilities' monthly residential customer charge,

residential volumetric charge, and average residential monthly utility bill.

Response:

The rates proposed by Columbia are based upon its cost to serve its customers. Columbia

did not rely upon the monthly residential customer charge, residential volumetric charge,

and average residential monthly utility bill of other Kentucky utilities when preparing its

application in this case.

Response to the Attorney General's Data Request Set Two No. 9 Respondent: Judy Cooper; Tamaleh Shaeffer

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

9. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 25(b). The Attorney General originally requested for the Company to provide any and all documents in the Company's possession that depict how each such Dues Requiring Organization (i.e. Organizations to which Columbia Kentucky pays dues and/or membership fees of any type or sort) spends the dues it collects from the Company, including the percentage that applies to all covered activities. Columbia Kentucky objected to this question by stating that the request seeks information that is not in the Company's possession. However, according to the American Gas Association's ("AGA") website, the President and CEO of NiSource, is First Vice Chair of the AGA. According to the Kentucky Gas Association's ("KGA") website, a Columbia Kentucky employee is on the Board of Directors, and a multitude of Columbia Kentucky employees are on the committee. Per the Kentucky Oil and Gas Association's ("KOGA") website, a Columbia Kentucky employee is on the Board of Directors. Pursuant to the Southern Gas Association's ("SGA") website, both Columbia Kentucky and NiSource are board Columbia members. As such, provide any and all documents in

Kentucky/NiSource/NiSource Gas Distribution Group's possession that depict how each such Dues Requiring Organization spends the dues it collects from the Company, including the percentage that applies to all covered activities.

Response:

Columbia does not possess documents that detail how its specific dues are spent by the organizations. The dues collected from Columbia are combined with the dues collected from other organizations and used to support the activities and benefits outlined on the websites previously provided in Columbia's Response to the Attorney General's First Request for Information. Columbia does not earmark or designate how dues are to be spent.

Response to the Attorney General's Data Request Set Two No. 10 Respondent: Judy Cooper; Tamaleh Shaeffer

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

10. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 25(d). Columbia Kentucky objected to this request stating that it was seeking information in the public domain, and notwithstanding and without waiving the objection, the Company refers to the vendors' websites provided in the responses. While the vendors' websites provide some of the names of the employees who participate, but not all, the websites do not provide the rest of the information originally requested. As such, explain whether any Company personnel actively participated on committees and/or perform any other work for any Dues Requiring Organizations or any other industry organization to which the Company belongs. If so, state specifically which employees participate, how they are compensated for their time (amount and source of compensation), and the purpose and accomplishments of any such association related work; and, list any and all reimbursements received from industry associations, for work performed for such organizations by the Company's employees. If the Company refers to a vendor's website to answer any part of the questions, provide a citation to where the specific information can be found.

Response:

Columbia personnel participate in committees and other work of the organizations referenced. However, Columbia does not track the time spend by these individuals performing this activity, nor are they reimbursed for their time spend on this work by the organizations.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 11. Refer to Columbia Kentucky's response to the Attorney General's First Request, Items
- 26(a) and (b).
- a. Provide a detailed list of what Ms. Cole is referring to as a large capital investment that

has been made by the Company since the 2021 rate case, and include the amount of the

project as well as a brief description of the same.

b. Provide a detailed list of what Ms. Cole is referring to as a large capital investment to

be made by the Company through the end of 2025, and include the amount of the project

as well as a brief description of the same.

Response:

a. and b. As used in the testimony of Witness Cole, "large capital investment" does not

refer to any individual capital investments. This sentence was in reference to the total

capital investment made by Columbia since the last rate case. As disclosed in schedule

 $16\hbox{-}(7)(f)\hbox{, Columbia does not anticipate any individual capital investment greater than }5\%$

of total annual construction spend. Since the previous rate case, Columbia has invested

in one project rising to that magnitude and it has been previously disclosed. Please refer to KY PSC Case No. 2024-00092 AG 2-60 Attachment A for details surrounding this project.

KY PSC Case No. 2024-00092

Response to the Attorney General's Data Request Set Two No. 12

Respondent: Donald Ayers

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 12. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item
- 29. Explain whether the CI in the chart stands for cast iron, and WI stands for wrought iron. If not, explain what CI and WI stands for in the chart.

Response:

In the chart, "CI" stands for "cast iron" and "WI" stands for "wrought iron."

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 13. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 32.
- a. The Attorney General requested for the Company to explain whether the Commission has ever allowed a utility to include an uncollectible expense factor in a pipeline replacement program, and to provide the case citation regarding the same. Columbia Kentucky objected to this request, in part, by stating that it would require Columbia Kentucky to review and compile information which is available in the public domain. The Attorney General amends the question as follows: Provide all Commission precedent that Columbia Kentucky relies upon in support of its proposed uncollectible expense factor in the Safety Modification and Replacement Program ("SMRP") revenue requirement.
- b. Confirm that the uncollectible expense factor in the SMRP revenue requirement is a new proposal. If not, explain where it can be found in Columbia Kentucky's current tariff.

c. Compare and contrast the proposed uncollectible expense factor in the SMRP revenue requirement versus Columbia Kentucky's gas cost uncollectible rate ("GCUR"), which according to the Company was approved in Case No. 2009-00141.¹

Response:

As an initial matter, Columbia is unaware of any Kentucky precedent that prohibits the Commission from approving an uncollectible expense factor as a part of the SMRP Rider to recover costs that are not otherwise recovered in other or existing rates. Further, additional context for this specific request is necessary.

In its most recent rate case² ("the 2021 Rate Case"), the Company incorporated all capital investments into base rates (SMRP-eligible investments as well as all other investments). The base rates in that case were designed and approved to recover the return and associated costs with the total company investment. Additionally, the SMRP Rider rate was reset to \$0. This roll-in of SMRP investments and cost recovery into base rates was the normal practice prior to the 2021 Rate Case.

In the Order from the 2021 Rate Case, the Commission approved the roll-in of the actual and projected SMRP investments through 2022 in rate base.³ Additionally, the

¹ See Columbia Kentucky's Motion for Rehearing in the pending case, filed on July 18, 2024.

² Case No. 2021-00183, In the Matter of the Electronic Application of Columbia Gas of Kentucky, Inc. for an Adjustment of Rates; Approval of Depreciation Study; Approval of Tariff Revisions; Issuance of a Certificate of Public Convenience and Necessity; and Other Relief.

³ *Id.*, Order at 45 (Ky PSC Dec. 28, 2021).

Commission stated that having the SMRP Rider as a separate line item on the customers' bills is more transparent and if Columbia were to request to roll the SMRP into base rates in its next general rate case, that Columbia would need to file testimony to support the roll-in.⁴

In response to the Commission's intention to maintain SMRP Rider rates separately and not roll into base rates, the Company has proposed a base rate revenue requirement that does not include SMRP investments, nor its associated revenues and costs. The SMRP investments since the last rate case and associated costs are proposed to remain within the SMRP Rider that will be filed in October 2024 with a proposed effective date January 2025 in accordance with Columbia's tariff.⁵ Unlike the prior case, the SMRP Rider rate effective January 2025 will not be set to \$0, rather it will be reflective of the cumulative revenue requirement attributable to SMRP investments in 2023, 2024 and 2025.

Columbia Witness Shaeffer is supporting the proposed uncollectible factor of 0.4170%. This factor is calculated comparing the Company's uncollectible provision divided by the Company's revenue for each calendar year. Thus, the uncollectible factor is attributable to all revenue items, including the SMRP Rider.

The method of calculating uncollectible expense recovery in the base rate case is to

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⁴ *Id.* at 40.

⁵ See Tariff Sheet 58.

multiply the uncollectible factor by the proposed revenues in the revenue requirement calculation. In prior rate case calculations, with the SMRP investments and costs rolled into base rates, the calculated uncollectible expense was based on total Company revenues that were inclusive of SMRP Rider recovery revenues. In the current case, the base rate uncollectible expense does not provide for recovery of uncollectible expense attributable to the SMRP Rider as the total Company FTP revenues to which the proposed uncollectible factor is applied do not include any forecasted SMRP Rider recovery revenues.

Therefore, the proposed change to include uncollectible expense in the SMRP Rider revenue requirement is necessary to allow the Company to recover uncollectible expense that would have been included in the revenue requirement if the SMRP investments and costs were rolled into base rates as was done in prior rate cases.

a.

The Company's proposal to include the uncollectible factor in the SMRP Rider revenue requirement is based upon the above citations to the 2021 Rate Case as well as KRS 278.509. The statute permits the Commission to recover "costs for investment in natural gas pipeline replacement programs which are not recovered in the existing rates of a regulated utility." Because of the change to discontinue roll-in of the SMRP investments and associated cost recovery in base rates, the exclusion of the uncollectible factor from

the next SMRP Rider revenue requirement will not provide the Company the opportunity to fully recover the costs for investment in natural gas pipeline replacement programs. Additionally, the inclusion of SMRP Rider related uncollectible expense in the SMRP Rider aligns with the Commission's desire for transparency of a separate line item on the bill for the SMRP Rider.

Further, recovery of uncollectible expense in the SMRP Rider is consistent with the Commission's permitted recovery of the PSC assessment factor. Like Columbia's proposal for the SMRP Rider uncollectible factor, the PSC assessment factor is similarly calculated within a rate case by multiplying an experience factor times revenues. In previous SMRP annual adjustment cases, the Commission has approved a revenue requirement for the SMRP Rider that includes a calculation for the PSC assessment factor. PSC fee expenses within a base rate case use a historical experience factor to multiply by expected revenues to calculate recoverable expense amounts. The uncollectible expense calculated in a base rate case similarly uses a historical experience factor to multiply by expected revenues to calculate recoverable expense amounts. In both instances, the calculation of expense in a base rate case recognizes that changes to the Company's revenues have an impact on the Company's expense.

Finally, see Columbia's response to subpart c below. Columbia's Gas Cost Adjustment, which is filed and approved by the Commission quarterly, includes an accounting for

uncollectible expense.

b.

Columbia confirms.

c.

The GCUR was approved to move the recovery uncollectible expense associated with the gas cost portion of the customer bills outside of base rates. This factor is included as part of the quarterly gas cost filings. This allows the uncollectible expense recovery to vary based on the gas cost portion of the customer bill. If gas costs are lower than the amounts included in the forecasted test year, the uncollectible expense included for recovery are lower than would have been included in base rates. If the gas costs are higher than the amounts included in the forecasted test year, the uncollectible expense included for recovery is higher than would have been included for base rates.

The proposal to include an accounting for uncollectible expense in the SMRP Rider is similar in that it will be used to determine the expense based on the uncollectible factor from the most recent rate case, will provide for recovery outside of the base rate bill components, and will provide for adjustment of the amount of recoverable uncollectible expense based on changes in revenues.

A noticeable difference between the two uncollectible factors is the GCUR is based on gas

costs revenues that are included in the current case base revenue requirement calculation.

The gas cost related uncollectible expense is identified and adjusted to eliminate its impact to the revenue requirement. The uncollectible for SMRP Rider revenues are not included in the current base revenue requirement calculation.

Response to the Attorney General's Data Request Set Two No. 14 Respondent: Jeffery Gore, Tamaleh Shaeffer and Judy Cooper

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 14. SMRP. Refer to the Direct Testimony of Jeffrey Gore ("Gore Testimony"), pages 8 9, which states, "Columbia Witness Cooper is supporting the SMRP tariff change reflecting the inclusion of the last approved uncollectible factor in the SMRP revenue requirement."
- a. State whether the Company is requesting approval to utilize the uncollectible factor approved in the 2021 rate case or the uncollectible factor that is ultimately approved in the current rate case. If the Company proposes to use the uncollectible factor approved in the 2021 rate case explain why and identify the uncollectible factor approved and provide the calculations showing how the uncollectible factor approved was derived.
- b. Confirm that the uncollectible factor proposed by the Company in the current case is 0.4170% as shown on the Application, Tab 82, FR 807 KAR 5:001, Section 16(8)(d), page 25 of 32, Workpaper WPD-2.6D(2).

Response:

a. The company proposes using the approved uncollectible factor from this case and not the one approved in the 2021 rate case. b. Yes, Columbia confirms.

Respondent: Jeffery Gore

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

15. SMRP. Refer to the Gore Testimony, page 8. Explain why the Company proposes to use the uncollectible factor applicable to base rate revenues exclusive of SMRP revenue as opposed to an uncollectible factor directly attributed to SMRP revenue (i.e., revenues, charge offs, provision, reserve balances).

Response:

Please refer to Columbia's Response to the Attorney General's Request Set 2, No. 13.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

16. SMRP. Refer to the Gore Testimony, page 8, which states, "[t]he requested uncollectible expense within this case's revenue requirement is based on base rate revenues exclusive of SMRP revenue."

a. State whether SMRP revenues were included in the uncollectible factor calculation in prior cases. If not, explain how the Company recovered uncollectibles related to SMRP revenues prior to requesting the uncollectible factor in the SMRP in the current case.

b. If the Company previously did not recover uncollectibles related to SMRP revenues, explain why it should be permitted to do so now.

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Response:

a. Please refer to Columbia's Response to the Attorney General's Request Set 2, No. 13.

The uncollectible factor calculation in prior cases was calculated using all Company revenues and uncollectible provisions including SMRP.

b. As all SMRP investments and associated costs were included in the base rate revenue requirement in previous cases, the uncollectible expense included in the base rates reflected the roll-in of SMRP revenues. In the forecasted test period of the rate case, the company was provided the opportunity to recover all uncollectible expense.

The proposal to include the uncollectible factor will correct a deficiency in the SMRP revenue requirement calculation. The exclusion of the uncollectible factor in the SMRP revenue requirement has not provided the Company the opportunity to fully recover a known cost associated with the SMRP investments.

Please refer to Columbia's Response to the Attorney General's Request Set 2, No. 13 providing support for this proposal and the similarities with the recovery of PSC fees, which are already in the SMRP revenue requirement.

Response to the Attorney General's Data Request Set Two No. 17 Respondent: Tamaleh Shaeffer

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 17. Uncollectible rate. Refer to Application, Tab 82, FR 807 KAR 5:001, Section 16(8)(d), page 25 of 32, Workpaper WPD-2.6D(2).
- a. Explain the reason for the increase in the current year provision on line 4 for 2023 over the 2022 amount.
- b. Provide the calculations showing how the provision amounts were derived for each of the years shown.
- c. Confirm that SMRP revenues are not included on line 6, total company revenues.
- d. Provide a breakdown of total company revenues shown on line 6 by type for each of the years shown.
- e. Provide the amount of SMRP revenues for each of the years 2017, 2018, 2019, 2020, 2021, 2022, and 2023.
- f. Provide a copy of this workpaper in Excel with all formulas intact.

Response:

- a. Customer charge-offs were higher in 2023 than 2022 resulting in a higher provision. The 2023 experience factor of charge offs was 0.85% whereas in 2022 the experience factor was 0.73%, an increase in charge offs of approximately 17.1%. The increase in charge-offs was primarily due to higher residential customers actual average usage / consumption (10.1%), as well as an increase in the Gas Cost Adjustment ("GCA") rate (7.7%), which resulted higher residential customer bills due primarily to the gas cost portion of the bill of 18.5%.
- b. The calculation of the provision each year is shown below:

<u>Line</u> <u>No.</u>	Description	2023	2022	<u>Variance</u>	<u>%</u> <u>Change</u>
1	Revenue (September - December)	31,904,000	39,290,000		
2	Charge-Off Experience Factor	0.85%	0.73%	0.13%	17.1%
3	Reserve Balance at Year-End	272,000	286,000		
4	Prior Year Reserve Balance (Estimate)	286,000	458,000		
5	Change in Reserve Balance (Ln 3 - Ln 4)	(14,000)	(172,000)		
6	Current Year Charge-Offs (Estimate)	1,221,000	841,000		
7	Current Year Provision Activity (Ln 5 + Ln 6)	1,207,000	669,000		

Columbia charges off Accounts Receivable in excess of 120 days outstanding from the initial billing date (calendar days). Accordingly, the December provision for Uncollectible Accounts at the end of a calendar year reflects the portion of Accounts Receivable for the months of September through December anticipated to be unpaid / uncollected. The net charge-offs for the twelve-month ended ("TME") December, divided by the TME August revenues, provides the most recent Charge-Off Experience Factor. This experience factor is multiplied by the September to December revenues to provide the necessary balance of the provision for uncollectible.

The accrual (expense) recorded during the year reflects the difference between the prior period provision balance and the expected current year provision balance calculated as described above (accrual = current year estimated provision - prior year provision balance + current year net charge-offs). Net charge-offs are recorded as incurred. Budget information (updated for actual when available) is used in the calculations when recording the January through November accruals. Actual information is used to calculate and record the December entry. As budget changes occur throughout the year, the accrual is adjusted accordingly in the remaining months. In addition, the uncollectible accounts provision, as shown in Columbia's Application, Tab 82, FR 807 KAR 5:001, Section 16(8)(d), page 25 of 32, Workpaper WPD-2.6D(2), includes net unbilled revenue recovery(ies) (current month actuals and reversal of prior month's estimate) for uncollectible expense.

c. Application, Tab 82, FR 807 KAR 5:001, Section 16(8)(d), page 25 of 32, Workpaper WPD-2.6D(2), revenues on Line 6 present total Company revenues inclusive of billed SMRP Rider revenues.

- d. The term "by type" in the question is not defined. If "by type" the AG is referring to by base rates, trackers, etc. a breakdown of revenue in this manner is not readily available. In lieu, please refer to Columbia's Annual Reports publicly available at www.psc.ky.gov for a breakdown of revenue by Account.
- e. SMRP Rider revenues totaled \$15,375,964 in 2021, \$96,589 (related to 2021 true-ups) in 2022, and \$2,238,606 in 2023. In 2022, the FTP and year of Columbia's most recent rate case¹ ("the 2021 Rate Case"), the Company incorporated all capital investments into base rates (SMRP-eligible investments as well as all other investments). The base rates in that case were designed and approved to recover the return and associated costs with the total company investment. Accordingly, the SMRP Rider rates were reset to \$0.
- f. Please see Columbia's response to CONFIDENTIAL KY PSC Case No. 2024-00092, KY PSC Staff DR 1-54, Attachment A, specifically tab "WPD-2.6.D(2) Uncollectible Rate" for an Excel version of the Workpaper supporting the Company's proposed uncollectible expense factor.

¹ Case No. 2021-00183, In the Matter of the Electronic Application of Columbia Gas of Kentucky, Inc. for an Adjustment of Rates; Approval of Depreciation Study; Approval of Tariff Revisions; Issuance of a Certificate of Public Convenience and Necessity; and Other Relief.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

18. Uncollectible rate. Refer to the Application, Tab 82, FR 807 KAR 5:001, Section 16(8)(d), page 25 of 32, Workpaper WPD-2.6D(2). Provide a similar schedule showing data applicable only to the SMRP.

Response:

The information requested is not available. The Company's billing system does not segment uncollectible provisions attributable to solely the SMRP Rider. In addition, please see Columbia's response to KY PSC Case No. 2024-00092, AG DR 2-13 for further explanation of Columbia's proposed uncollectible expense recovery related to the SMRP Rider.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

19. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item

35. Columbia Kentucky responded that, "[g]enerally speaking, Columbia bills excavators

who are at fault for damages." This response indicates that Columbia Kentucky may not

always bill excavators who are at fault for damages. Explain in detail why Columbia

Kentucky does not always bill excavators who are at fault for damages.

Response:

Columbia Kentucky looks at each damage and the circumstances that led to the damage.

Some examples may be 2nd party damage where the contractor working for Columbia

Kentucky may not be billed because the damages occurred due to bad records. Columbia

may not bill a contractor if they are hand digging within the tolerance zone and damage

a pipeline. If excavators are working according to excavation requirements, Columbia

Kentucky may choose not to bill to encourage correct excavation behaviors.

KY PSC Case No. 2024-00092

Response to the Attorney General's Data Request Set Two No. 20

Respondent: Beth Owens, Tamaleh Shaeffer

As to the Objection: Counsel

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

20. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 45(a). The Company objected to the original question. The Attorney General amends the question as follows:

a. Confirm whether Ms. Owens is aware of the Commission's cited precedent in the below footnote 3, which has, "consistently disallowed recovery of the cost of employee incentive compensation plans that are tied to financial measures because such plans benefit shareholders while ratepayers receive little benefit."

b. Confirm whether Columbia Kentucky is aware of the Commission's cited precedent in footnote 3, which has, "consistently disallowed recovery of the cost of employee incentive compensation plans that are tied to financial measures because such plans benefit shareholders while ratepayers receive little benefit."

¹ Case No. 2018-00358, Electronic Application of Kentucky-American Water Company for an Adjustment of Rates Ky. PSC June 27, 2019), Order at 43; Case No. 2023-00191, Electronic Application of Kentucky-American Water Company for an Adjustment of Rates, a Certificate of Public Convenience and Necessity for Installation of Advanced Metering Infrastructure, Approval of Regulatory and Accounting Treatments, and Tariff Revisions (Ky. PSC May 3, 2024), Order at 17.

c. Provide the total monetary amount that Columbia Kentucky included for incentive compensation in the revenue requirement in the pending case.

Response:

Objection: Columbia objects as this request seeks a legal conclusion from Columbia.

Notwithstanding and without waiving the objection, Columbia responds as follows:

- a. Ms. Owens is aware of the citation
- b. Columbia is aware of this citation
- c. Please refer to Columbia's response to KY PSC Case No. 2024-00092, Attorney General's data request 1-99, Attachment A for the requested short-term incentive ("STI") and long-term incentive ("LTI") compensation information.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

21. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 47(a). The supplemental response filed by the Company on July 23, 2024, is nonresponsive. As originally requested, confirm that according to the most recent data from the Bureau of Labor Statistics, the average share of premiums paid by the employer for single coverage in private industry is 79%.¹

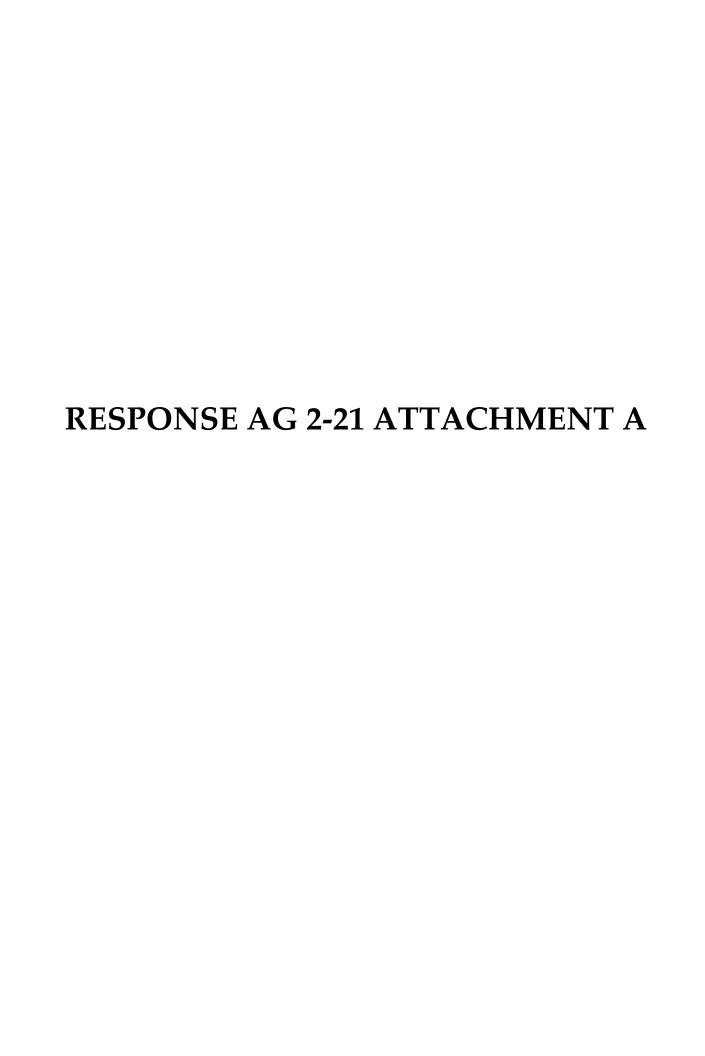
Response:

As referenced in the Direct Testimony of Columbia Witness Owens, page 38, NCSC provides health care coverage for the Company. This healthcare coverage is provided to the entire NiSource workforce which exceeds 500 employees. According to the Bureau of Labor Statistics News Release dated September 21, 2023, "Employee Benefits in the United States - March 2023", Table 3, provides the employer and employee share of premiums for single coverage, for *all* workers participating in single coverage medical plans, as 79% and 21% respectively. However, the same table also states employer and

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¹ https://www.bls.gov/news.release/ebs2.t03.htm, Table 3.

employee share of premiums for single coverage by establishment size, private industry for 500 workers or more as 80% and 20%, respectively. Please refer to the highlighted figures on page 11 of KY PSC Case No. 2024-00092 AG 2-21 Attachment A.









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EMPLOYEE BENEFITS IN THE UNITED STATES - MARCH 2023

Retirement benefits were available to 94 percent of private industry union workers and 68 percent of private industry nonunion workers in March 2023, the U.S. Bureau of Labor Statistics reported today. Sixty-six percent of private industry union workers had access to defined benefit plans and 63 percent had access to defined contribution plans. Ten percent of private industry nonunion workers had access to defined benefit plans and 68 percent had access to defined contribution plans. (See chart 1 and table 1.)

Among private industry workers, paid sick leave was available to 86 percent of union workers and 77 percent of nonunion workers while paid family leave was available to 23 percent of union workers and 27 percent of nonunion workers. Ninety-two percent of union workers had access to paid holidays and 56 percent had access to paid personal leave, while 79 percent of nonunion workers had access to paid holidays and 45 percent had access to paid personal leave. (See chart 2 and table 6.)

Chart 1. Percent of private industry workers with access to retirement benefits by bargaining status. March 2023

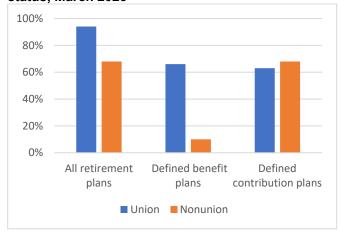
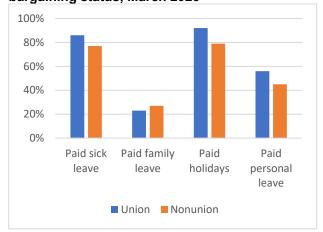


Chart 2. Percent of private industry workers with access to select paid leave benefits by bargaining status, March 2023



Ninety-six percent of private industry union workers and 69 percent of private industry nonunion workers had access to medical care benefits. Among private industry union workers, employer share of premiums was 80 percent for single coverage and 79 percent for family coverage. Among private industry nonunion workers, employer share of premiums was 78 percent for single coverage and 65 percent for family coverage. (See chart 3 and tables 2, 3, and 4.)

Eighty-six percent of private industry union workers had access to life insurance plans, 73 percent had access to short-term disability plans, and 44 percent had access to long-term disability plans. Fifty-five percent of private industry nonunion workers had access to life insurance plans, 41 percent had access to short-term disability plans, and 35 percent had access to long-term disability plans. (See chart 4 and table 5.)

Chart 3. Share of medical care premiums for private industry workers by bargaining status, March 2023

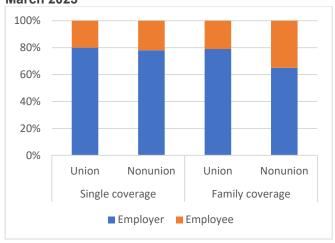
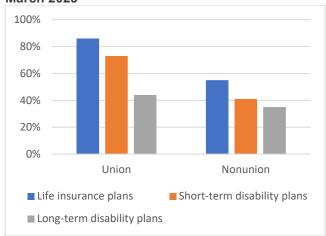
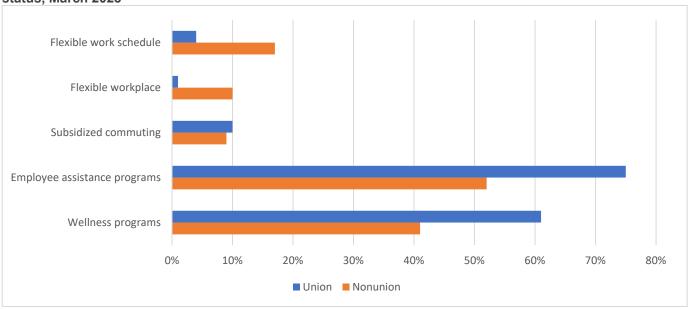


Chart 4. Percent of private industry workers with access to insurance plans by bargaining status, March 2023



Among quality of life benefits in the private industry, 4 percent of union workers had access to a flexible work schedule, 1 percent had access to a flexible workplace, and 75 percent had access to employee assistance programs. Seventeen percent of nonunion workers had access to a flexible work schedule, 10 percent had access to a flexible workplace, and 52 percent had access to employee assistance programs. (See chart 5.)

Chart 5. Percent of private industry workers with access to select quality of life benefits by bargaining status, March 2023



Highlights of employer-sponsored benefits

Occupational group

- Access to nonproduction bonuses ranged from 30 percent for service occupations to 54 percent for management, professional, and related occupations among private industry workers.
- Six percent of state and local government teachers had access to subsidized commuting and 12 percent had access to childcare assistance.

Work status

- Eighty-seven percent of full-time private industry workers had access to medical care benefits and 25 percent of part-time workers had access to medical care benefits. The take-up rate was 65 percent for full-time workers and 54 percent for part-time workers.
- Twelve percent of full-time private industry workers had access to a flexible workplace and 17 percent had access to a flexible work schedule, while 2 percent of part-time workers had access to a flexible workplace and 13 percent had access to a flexible work schedule.

Average wage category

- Access to student loan repayment assistance ranged from 2 percent for the lowest 10th average wage category to 11 percent for the highest 10th average wage category among private industry workers.
- Access to healthcare flexible spending accounts for private industry workers ranged from 22 percent for the lowest 25th average wage category to 70 percent for the highest 25th average wage category.

Industry group

- Access to paid family leave for private industry workers ranged from 8 percent for the leisure and hospitality industry to 55 percent for the information industry.
- Employers paid 88 percent of premiums for single coverage and 78 percent for family coverage among state and local government workers with medical care plans in public administration. The average flat monthly premium paid by employers was \$676.71 for single coverage and \$1,547.50 for family coverage.

Establishment size

- Access to wellness programs in the private industry ranged from 23 percent for establishments with less than 50 workers to 76 percent for establishments with 500 workers or more.
- The average number of paid vacation days by service requirement for private industry workers after 1 year ranged from 10 days for establishments with less than 100 workers to 14 days for establishments with 500 or more workers. After 20 years, the average number of paid vacation days ranged from 17 days for establishments with less than 100 workers to 24 days for establishments with more than 500 workers.

Census area

- Life insurance access among state and local government workers by census area ranged from 80 percent in the West census area to 85 percent in the South census area. The take-up rate was 100 percent for West census area workers and 97 percent for South census area workers.
- Access to short-term disability plans was available to 33 percent of civilian workers in the South census area with a participation rate of 32 percent. Sixty-six percent of civilian workers in the Northeast had access with a participation rate of 65 percent.

TECHNICAL NOTE

Estimates in this release are from the National Compensation Survey (NCS), conducted by the U.S. Department of Labor, Bureau of Labor Statistics (BLS). The NCS provides comprehensive measures of compensation cost levels and trends and also provides benefits incidence estimates on the percentage of workers with access to and participating in employer-provided benefit plans.

Employee Benefits data: The Employee Benefits in the United States, March 2023 includes additional details on the coverage, costs, and provisions of employer-sponsored benefits, and will be published shortly after this news release. See www.bls.gov/ebs/publications/annual-benefits-summary.htm for the latest benefits publications. Historical estimates are also accessible in Excel format at www.bls.gov/ebs/publications/xlsx/employee-benefits-in-the-united-states-dataset.xlsx and through the database query tool at www.bls.gov/ebs/data.htm.

Standard errors: Measures of reliability are available for published estimates, which provide users a measure of the precision of an estimate to ensure that it is within an acceptable range for their intended purpose. For further information see www.bls.gov/ebs/technical-notes/standard-errors.htm.

Comparing private and public sector data: Incidence of employee benefits in state and local government should not be directly compared to private industry. Differences between these sectors stem from factors such as variation in work activities and occupational structures. Manufacturing and sales, for example, make up a large part of private industry work activities but are rare in state and local government.

Civilian workers: Statistics for private industry and state and local government are published separately and then combined to measure the civilian economy. Excluded from the civilian economy are workers employed in federal government and quasi-federal agencies, military personnel, agricultural workers, volunteers, unpaid workers, individuals receiving long-term disability compensation, and those working overseas. In addition, private industry excludes workers in private households, the self-employed, workers who set their own pay (e.g., proprietors, owners, major stockholders, and partners in unincorporated firms), and family members paid token wages.

Leave benefits for teachers: Primary, secondary, and special education teachers typically have a contracted work schedule of 37 or 38 weeks per year. Because of this work schedule, they are generally not offered vacations or holidays. In many cases, the time off during winter and spring breaks during the school year are not considered vacation days for the purposes of this survey.

Medical care premiums: The estimates for medical care premiums are not based on actual decisions regarding medical coverage made by employees; instead, it is assumed that all employees in the occupation can opt for single or family coverage. Monthly premiums are collected when possible. Annual premiums are converted to monthly premiums by dividing by 12 months.

Sample rotation: One-third of the private industry sample had been rotated each year except in years when the government sample was replaced. Beginning with the March 2022 publication, however, an additional (fourth) private industry sample is used in estimation to mitigate the impact of decreasing response rates. The government sample is replaced less frequently than the private industry sample. The state and local government sample was replaced in its entirety for the March 2017 reference period.

Classification system: The National Compensation Survey publishes estimates of compensation costs and trends as well as benefit coverage by ownership, industry group, occupational group, and geographic areas, see www.bls.gov/eci/factsheets/national-compensation-survey-classification-systems-mapping-files.htm.

Sample size:

Survey establishment response¹, March 2023

		ı	
Establishments	Civilian	Private industry	State and local governments
Total in sampling frame ²	7,161,550	6,930,620	230,930
Total in sample	14,720	13,120	1,600
Responding ³	8,420	6,990	1,430
Refused ⁴	5,260	5,120	140
Out of business or not in survey scope	1,040	1,010	30

¹ The number of establishments is rounded to the nearest 10. Because of rounding, sums of individual items may not equal totals.

Survey scope:

Number of workers represented¹, March 2023

Occupational group ²	Civilian workers	Private industry workers	State and local government workers
All workers	145,300,100	126,227,200	19,072,900
Management, professional, and related	46,834,300	35,920,600	10,913,700
Management, business, and financial	14,624,400	13,126,900	-
Professional and related	32,209,900	22,793,700	9,416,200
Teachers	7,014,300	1	5,112,800
Primary, secondary, and special education school teachers	5,035,900	-	3,988,300
Registered nurses	3,077,300	1	-
Service	32,036,200	28,053,300	3,982,900
Protective service	3,565,300	1,621,500	1,943,800
Sales and office	31,030,400	28,453,800	2,576,600
Sales and related	13,076,400	12,996,900	-
Office and administrative support	17,954,000	15,456,900	2,497,000
Natural resources, construction, and maintenance	11,591,700	10,777,800	813,900
Construction, extraction, farming, fishing, and forestry	6,090,400	5,643,000	-
Installation, maintenance, and repair	5,501,200	5,134,900	-
Production, transportation, and material moving	23,807,500	23,021,700	785,800
Production	9,087,500	8,965,000	-
Transportation and material moving	14,720,000	14,056,700	

¹ The numbers of workers represented by the survey are rounded to the nearest 100. For information on weighting, see the Handbook of Methods: National Compensation Measures available at www.bls.gov/opub/hom/ncs/home.htm.

² The sampling frame was developed from state unemployment insurance reports and is based on the 2017 North American Industry Classification System (NAICS). With some minor exceptions, an establishment is a single economic unit that engages in one, or predominantly one, type of economic activity. For private industry, the establishment is usually at a single physical location such as a mine, factory, office, or store; if a sampled establishment is owned by a larger entity with many locations, only the employment and characteristics of the establishment selected for the sample are considered for the survey. For state and local governments, an establishment can include more than one physical location, such as a school district or a police department.

³ Establishments that provided data at the initial interview.

⁴ Establishments that did not provide data at the initial interview. For information on nonresponse adjustment and imputation, see the Handbook of Methods: National Compensation Measures available at www.bls.gov/opub/hom/ncs/home.htm.

² The 2018 Standard Occupational Classification system was used to classify workers.

NOTE: Because of rounding, sums of individual items may not equal totals. Dashes indicate that no estimates for this characteristic are provided in this publication.

Average hourly wage percentiles: Estimates by worker average wage are grouped into six wage categories- the lowest 10 percent, the lowest 25 percent, the second 25 percent, the third 25 percent, the highest 25 percent, and the highest 10 percent. The categories use percentile values based on unpublished March 2023 wages and salaries from the BLS *Employer Costs for Employee Compensation* publication at www.bls.gov/news.release/archives/ecec_06162023.pdf.

The percentiles are computed using hourly wages and salaries along with scheduled hours of work reported for individual workers in sampled establishments. Establishments in the survey are asked to report only individual worker wages and salaries for each sampled job. For the calculation of the percentile values, the individual worker hourly wages and salaries are weighted and arrayed from lowest to highest. The values corresponding to the percentiles are:

		Average hourly wage percentiles									
Ownership	10 th	25 th	50 th (median)	75 th	90 th						
Civilian workers	\$14.00	\$17.12	\$23.55	\$37.02	\$56.06						
Private industry workers	\$14.00	\$17.00	\$22.57	\$35.64	\$55.29						
State and local government workers	\$16.50	\$21.50	\$31.68	\$44.10	\$59.80						

The lowest 10- and 25-percent wage categories include those occupations with an average hourly rate less than the 10th percentile value and 25th percentile value, respectively. The second 25-percent category includes those occupations with rates at or above the 25th percentile value but less than the 50th percentile value. The third 25-percent category includes those occupations with rates at or above the 50th percentile value but less than the 75th percentile value. Finally, the highest 25- and 10-percent wage categories include those occupations with an average hourly wage greater than or equal to the 75th percentile value and 90th percentile value, respectively.

Individual workers can fall into a wage category different from the average for the occupation into which they are classified because average hourly wages for the occupation are used to produce the benefit estimates.

Obtaining information: For articles on employee benefits, see the *Monthly Labor Review* benefits section at www.bls.gov/opub/mlr/subject/b.htm and *Beyond the Numbers: Pay and Benefits* at www.bls.gov/opub/btn/archive/home.htm. *The Economics Daily* articles archive is available at www.bls.gov/opub/ted/employee-benefits-survey.htm. For technical information, see "National Compensation Measures," in the BLS *Handbook of Methods* at www.bls.gov/opub/hom/ncs/home.htm.

Benefit publications from 1980 to the present are also available at www.bls.gov/ebs/publications/annual-benefits-summary.htm. The latest glossary of benefit terms is available at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm. In addition, the public databases may also be used to obtain data from 1985 to 2006 and 2010 to the present, see www.bls.gov/ebs/data.htm.

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Retirement benefits: Access, participation, and take-up rates, March 2023¹
[All workers = 100 percent]

	Civilian ²				Private industry		State and local government		
Characteristics	Access	Participation	Take-up rate ³	Access	Participation	Take-up rate ³	Access	Participation	Take-up rate ³
All workers	73	56	77	70	53	75	91	81	89
Worker characteristics									
Management, professional, and related occupations	88	76	86	86	74	85	93	82	88
Management, business, and financial	-								
occupations	88	79	89	88	78	89	-	_	_
Professional and related occupations	88	75	85	86	72	83	93	82	88
Teachers	88	75	85	-	_	_	94	83	88
Primary, secondary, and special education school teachers	96	82	85	_	_	_	99	88	89
Registered nurses	91	82	89	_	_	_	_	_	_
Service occupations	48	31	65	43	25	59	85	76	89
Protective service occupations	75	64	85	55	38	69	92	85	92
Sales and office occupations	75	54	72	73	51	70	92	82	89
Sales and related occupations	73	43	59	72	43	59	_	_	_
Office and administrative support occupations	76	62	81	74	58	79	92	82	89
Natural resources, construction, and maintenance occupations	72	57	78	70	54	77	97	91	93
Construction, extraction, farming, fishing, and forestry occupations	69	54	79	67	51	77	_	_	_
Installation, maintenance, and repair occupations	76	59	78	74	57	77	_	_	_
Production, transportation, and material moving occupations	75	55	74	75	55	73	90	82	91
Production occupations	75	57	76	74	57	76	_	_	_
Transportation and material moving occupations	76	55	72	75	53	71	_	_	
·									_
Full time	82	66	81	79	63	79	99	88	89
Part time	44	24	54	44	22	51	43	37	86
Union	95	85	89	94	84	90	97	85	88
Nonunion	70	52	75	68	50	73	86	78	90
Average wage within the following categories:4									
Lowest 25 percent	49	28	56	48	25	52	78	68	87
Lowest 10 percent	38	20	51	37	18	47	70	60	86
Second 25 percent	73	53	73	69	48	70	94	84	90
Third 25 percent	83	70	83	81	65	81	98	88	90
Highest 25 percent	92	82	89	90	81	90	97	85	88
Highest 10 percent	93	84	90	92	84	91	97	83	85

Table 1. Retirement benefits: Access, participation, and take-up rates, March 2023¹ — Continued [All workers = 100 percent]

		Civilian ²			Private industry		State and local government			
Characteristics	Access	Participation	Take-up rate ³	Access	Participation	Take-up rate ³	Access	Participation	Take-up rate ³	
Establishment characteristics										
Goods-producing industries	78	63	80	78	63	80	_	_	_	
Service-providing industries	72	55	77	69	51	74	91	81	89	
Education and health services	81	65	81	75	58	78	93	81	87	
Educational services	88	77	88	73	62	85	93	82	88	
Elementary and secondary schools	92	81	88	_	_	_	93	82	89	
Junior colleges, colleges, universities, and professional schools	90	79	87	87	79	90	92	79	86	
Health care and social assistance	77	59	77	75	58	76	92	76	82	
Hospitals	93	83	89	_	_	_	92	73	80	
Public administration	92	84	92	_	_	_	92	84	92	
1 to 99 workers	59	42	72	57	40	70	87	78	90	
1 to 49 workers	54	39	71	53	37	70	85	76	90	
50 to 99 workers	73	54	73	71	50	70	89	81	91	
100 workers or more	88	71	81	86	68	79	93	82	88	
100 to 499 workers	84	64	76	83	61	73	92	84	91	
500 workers or more	91	79	86	91	78	86	93	81	87	
Geographic areas										
Northeast	72	60	83	69	57	82	91	79	86	
New England	72	59	81	70	56	80	87	75	86	
Middle Atlantic	72	60	84	68	57	83	93	80	86	
South	73	54	74	69	49	71	93	83	89	
South Atlantic	75	54	73	73	51	70	91	79	86	
East South Central	73	55	75	69	49	71	94	84	90	
West South Central	68	53	77	63	46	73	97	89	92	
Midwest	75	58	78	73	55	76	90	80	89	
East North Central	77	60	78	75	57	76	89	79	89	
West North Central	72	56	77	70	52	75	92	83	90	
West	72	56	77	70	52	75	90	81	90	
Mountain	74	55	74	72	51	71	88	82	93	
Pacific	71	56	79	69	53	77	90	81	89	

¹ Includes defined benefit pension plans and defined contribution retirement plans. Workers are considered as having access or as participating if they have access to or are participating in at least one of these plan types.

NOTE: Dash indicates no workers in this category or data did not meet publication criteria. For definitions of major plans, key provisions, and related terms, see the "Glossary of Employee Benefit Terms" at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey.

² Includes workers in private industry and state and local government. See the Handbook of Methods: National Compensation Measures at www.bls.gov/opub/hom/ncs/home.htm for further explanation.

³ The take-up rate is calculated from the unrounded percentage of workers with access to a plan and who participate in the plan.

⁴ Surveyed occupations are classified into wage categories based on the average wage for the occupation, which may include workers with earnings both above and below the threshold. The categories were formed using percentile estimates generated using data from the National Compensation Survey publication, Employer Costs for Employee Compensation.

Table 2. Medical care benefits: Access, participation, and take-up rates, March 2023
[All workers = 100 percent]

	Civilian ¹				Private industry		State and local government		
Characteristics	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²
All workers	74	49	66	72	46	64	89	67	76
Worker characteristics									
Management, professional, and related									
occupations	90	63	70	89	61	69	91	68	75
Management, business, and financial									
occupations	95	67	71	95	67	70		_	
Professional and related occupations	88	61	70	86	58	68	91	68	75
Teachers	87	62	72	_	_	_	92	68	74
Primary, secondary, and special									
education school teachers	97	70	72	_	_	_	99	73	74
Registered nurses	91	61	67		_		_	_	
Service occupations	49	29	59	44	24	54	82	63	77
Protective service occupations	75	53	70	56	32	57	90	70	77
Sales and office occupations	69	43	62	68	40	60	89	69	78
Sales and related occupations	54	31	58	54	31	58	_	_	_
Office and administrative support									
occupations	80	51	63	79	48	61	90	70	78
Natural resources, construction, and	70	50	74	70		70	٥٦	70	70
maintenance occupations	79	56	71	78	55	70	95	76	79
Construction, extraction, farming, fishing, and forestry occupations	75	53	70	74	51	69	_	_	_
Installation, maintenance, and repair	0.4		74	00	50	74			
occupations	84	60	71	83	58	71	_	_	_
Production, transportation, and material moving occupations	80	53	66	79	53	66	84	61	73
Production occupations	82	57	69	82	57	69	_	_	/ -
Transportation and material moving	02	37	00	02	37	03			
occupations	78	50	64	78	50	64	_	_	_
•				_					
Full time	89	60	67	87	57	65	99	75	76
Part time	25	13	55	25	13	54	24	17	72
Union	95	74	77	96	78	81	95	69	73
Nonunion	71	45	64	69	43	62	84	66	78
Average wage within the following categories: ³									
Lowest 25 percent	43	23	54	41	21	52	72	54	75
Lowest 10 percent	30	15	51	28	14	48	63	49	78
·	76	49	64	73	45	61	93	72	77
Second 25 percent	89	61	69	73 87	59	68	93	74	76
Third 25 percent		•						1	1
Highest 10 percent	94	68	72	94	67	71	95	71	74
Highest 10 percent	95	69	72	95	69	72	94	71	75

Table 2. Medical care benefits: Access, participation, and take-up rates, March 2023 — Continued

[All workers = 100 percent]

		Civilian ¹			Private industry		State and local government			
Characteristics	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²	
Establishment characteristics										
Goods-producing industries	85	61	72	85	61	72	-	_	_	
Service-providing industries	72	47	65	69	43	63	89	67	76	
Education and health services	81	53	65	77	46	60	90	67	75	
Educational services	86	63	74	72	51	71	90	67	74	
Elementary and secondary schools	90	66	74	_	_	_	90	67	74	
Junior colleges, colleges, universities, and professional										
schools	90	66	73	92	65	71	89	67	75	
Health care and social assistance	78	47	60	77	45	58	91	71	79	
Hospitals	91	62	68	_	_	_	91	74	81	
Public administration	91	71	78	_	_	_	91	71	78	
1 to 99 workers	61	38	62	59	36	60	84	66	79	
1 to 49 workers	56	35	62	55	34	61	82	66	80	
50 to 99 workers	75	47	62	74	44	60	85	66	78	
100 workers or more	87	60	69	87	59	68	91	68	75	
100 to 499 workers	85	57	67	84	55	65	88	65	74	
500 workers or more	90	65	72	89	63	71	92	69	75	
Geographic areas										
Northeast	72	48	67	69	46	66	88	63	71	
New England	73	_	_	71	44	62	90	59	65	
Middle Atlantic	71	48	68	69	46	67	87	64	74	
South	73	48	66	70	44	63	92	74	80	
South Atlantic	75	48	64	73	45	61	90	71	79	
East South Central	72	49	68	68	44	64	92	80	87	
West South Central	72	48	68	67	44	65	96	75	78	
Midwest	73	49	67	71	47	66	86	63	74	
East North Central	73	49	67	72	48	66	84	62	73	
West North Central	71	47	66	68	44	65	89	66	74	
West	77	51	66	76	49	65	88	65	74	
Mountain	77	48	62	76	46	60	87	62	71	
Pacific	78	53	68	76	51	67	88	66	75	

¹ Includes workers in private industry and state and local government. See the Handbook of Methods: National Compensation Measures at www.bls.gov/opub/hom/ncs/home.htm for further explanation.

NOTE: Dash indicates no workers in this category or data did not meet publication criteria. For definitions of major plans, key provisions, and related terms, see the "Glossary of Employee Benefit Terms" at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey.

² The take-up rate is calculated from the unrounded percentage of workers with access to a plan and who participate in the plan.

³ Surveyed occupations are classified into wage categories based on the average wage for the occupation, which may include workers with earnings both above and below the threshold. The categories were formed using percentile estimates generated using data from the National Compensation Survey publication, Employer Costs for Employee Compensation.

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Table 3. Medical plans: Share of premiums paid by employer and employee for single coverage, March 2023

[In percent]

	Civi	lian ¹	Private	industry	State and local government		
Characteristics	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	
All workers participating in single coverage medical plans	80	20	79	21	86	14	
Worker characteristics							
Management, professional, and related occupations	81	19	79	21	85	15	
Management, business, and financial occupations	79	21	79	21	_	_	
Professional and related occupations	82	18	80	20	85	15	
Teachers	84	16	_	_	85	15	
Primary, secondary, and special education school teachers	84	16	_	_	85	15	
Registered nurses	82	18	_	_	_	15	
Service occupations.	80	20	78	22	87	13	
Protective service occupations.	86	14	78	22	88	12	
Sales and office occupations.	80	20	79	21	88	12	
Sales and related occupations.	78	22	78	22	_	12	
Office and administrative support occupations	82	18	80	20	88	12	
Natural resources, construction, and maintenance	78	22	77	23	89	11	
occupations Construction, extraction, farming, fishing, and forestry	76	22	''	23	09	''	
occupations	78	22	77	23	_	_	
Installation, maintenance, and repair occupations	78	22	77	23	_	_	
Production, transportation, and material moving occupations	78	22	78	22	86	14	
Production occupations	78	22	78	22	_	_	
Transportation and material moving occupations	78	22	78	22	_	_	
	00	00	70	0.1	0.0	1.4	
Full time.	80 78	20 22	79 78	21 22	86 82	14 18	
Part time							
Union	83	17	80	20	86	14	
Nonunion	79	21	78	22	87	13	
Average wage within the following categories: ²							
Lowest 25 percent	78	22	77	23	87	13	
Lowest 10 percent	78	22	77	23	87	13	
Second 25 percent	80	20	78	22	87	13	
Third 25 percent	80	20	79	21	86	14	
Highest 25 percent	81	19	80	20	85	15	
Highest 10 percent	81	19	80	20	85	15	
Establishment characteristics	70	00	70	00			
Goods-producing industries.	78	22	78	22	_	_	
Service-providing industries.	81	19	79	21	86	14	
Education and health services	83	17	82	18	85	15	
Educational services	84	16	82	18	85	15	
Elementary and secondary schools	84	16	_	_	84	16	
Junior colleges, colleges, universities, and professional schools.	84	16	82	10	85	15	
Health care and social assistance.	82	16 18	82	18 18	87	15 13	
Hospitals	82	18	02	10	87	13	
Public administration.	88	12	_	_	88	12	
		21	70	22	87		
1 to 99 workers.	79 70		78 79	22	1	13 12	
1 to 49 workers	79 70	21	78 79	22 22	88	15	
	79	21	78	22	85	15	
	01	10	70	01	0.0	4.4	
100 workers or more	81 80	19 20	79 79	21 21	86 87	14 13	

See footnotes at end of table.

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Table 3. Medical plans: Share of premiums paid by employer and employee for single coverage, March 2023 — Continued

[In percent]

	Civi	lian ¹	Private	industry	State and local government		
Characteristics	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	
Geographic areas							
Northeast	80	20	79	21	85	15	
New England	78	22	78	22	77	23	
Middle Atlantic	81	19	79	21	87	13	
South	80	20	78	22	87	13	
South Atlantic	81	19	79	21	87	13	
East South Central	80	20	76	24	89	11	
West South Central	80	20	78	22	85	15	
Midwest	80	20	79	21	87	13	
East North Central	79	21	78	22	85	15	
West North Central	81	19	79	21	90	10	
West	80	20	79	21	86	14	
Mountain	80	20	78	22	87	13	
Pacific	80	20	79	21	86	14	

¹ Includes workers in private industry and state and local government. See the Handbook of Methods: National Compensation Measures at www.bls.gov/opub/hom/ncs/home.htm for further explanation.

NOTE: Because of rounding, sums of individual items may not equal totals. Dash indicates no workers in this category or data did not meet publication criteria. For definitions of major plans, key provisions, and related terms, see the "Glossary of Employee Benefit Terms" at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey.

² Surveyed occupations are classified into wage categories based on the average wage for the occupation, which may include workers with earnings both above and below the threshold. The categories were formed using percentile estimates generated using data from the National Compensation Survey publication, Employer Costs for Employee Compensation.

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Table 4. Medical plans: Share of premiums paid by employer and employee for family coverage, March 2023

[In percent]

	Civi	lian ¹	Private	industry		nd local nment
Characteristics	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium
All workers participating in family coverage medical plans	68	32	67	33	71	29
Worker characteristics						
Management, professional, and related occupations	68	32	68	32	70	30
Management, business, and financial occupations	69	31	68	32	_	_
Professional and related occupations	68	32	68	32	69	31
Teachers	65	35	_	_	66	34
Primary, secondary, and special education school	64	200			65	0.5
teachers	64 73	36 27	_	_	65	35
Registered nurses	73 65	35	62	38	73	27
Protective service occupations.	75	25	68	32	78	22
Sales and office occupations.	67	33	66	34	76	26
Sales and related occupations.	64	36	64	36	, , ,	_
Office and administrative support occupations	69	31	68	32	74	26
Natural resources, construction, and maintenance occupations.	66	34	65	35	77	23
Construction, extraction, farming, fishing, and forestry						
occupations	66	34	65	35	_	_
Installation, maintenance, and repair occupations	65	35	64	36	_	_
Production, transportation, and material moving occupations	70	30	70	30	70	30
Production occupations	70	30	70	30	_	_
Transportation and material moving occupations	69	31	69	31	_	_
Full time	68	32	67	33	71	29
Part time	67	33	67	33	68	32
Union	78	22	79	21	76	24
Nonunion	65	35	65	35	67	33
Average wage within the following categories: ²						
Lowest 25 percent	61	39	61	39	67	33
Lowest 10 percent	56	44	57	43	61	39
Second 25 percent.	66	34	65	35	75	25
Third 25 percent	68	32	67	33	68	32
Highest 25 percent	71	29	71	29	75	25
Highest 10 percent Establishment characteristics	72	28	71	29	76	24
Goods-producing industries	69	31	69	31	_	_
Service-providing industries.	67	33	66	34	71	29
Education and health services.	66	34	65	35	67	33
Educational services.	66	34	68	32	66	34
Elementary and secondary schools	64	36	_	_	64	36
Junior colleges, colleges, universities, and professional	· ·					
schools	72	28	71	29	72	28
Health care and social assistance	66	34	65	35	75	25
Hospitals	74	26	_	_	75	25
Public administration	78	22	_	_	78	22
1 to 99 workers	63	37	61	39	73	27
1 to 49 workers	63	37	62	38	73	27
50 to 99 workers	63	37	61	39	73	27
100 workers or more	71	29	71	29	71	29
			i .	i		i e
100 to 499 workers	69	31	68	32	71	29

See footnotes at end of table.

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Table 4. Medical plans: Share of premiums paid by employer and employee for family coverage, March 2023 — Continued

[In percent]

	Civi	lian ¹	Private	industry	State and local government		
Characteristics	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	
Geographic areas							
Northeast	72	28	70	30	83	17	
New England	71	29	70	30	77	23	
Middle Atlantic	73	27	70	30	85	15	
South	63	37	63	37	63	37	
South Atlantic	65	35	65	35	68	32	
East South Central	62	38	61	39	65	35	
West South Central	60	40	62	38	55	45	
Midwest	70	30	70	30	74	26	
East North Central	71	29	70	30	77	23	
West North Central	69	31	69	31	70	30	
West	68	32	67	33	74	26	
Mountain	66	34	65	35	71	29	
Pacific	69	31	67	33	76	24	

¹ Includes workers in private industry and state and local government. See the Handbook of Methods: National Compensation Measures at www.bls.gov/opub/hom/ncs/home.htm for further explanation.

NOTE: Because of rounding, sums of individual items may not equal totals. Dash indicates no workers in this category or data did not meet publication criteria. For definitions of major plans, key provisions, and related terms, see the "Glossary of Employee Benefit Terms" at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm.

² Surveyed occupations are classified into wage categories based on the average wage for the occupation, which may include workers with earnings both above and below the threshold. The categories were formed using percentile estimates generated using data from the National Compensation Survey publication, Employer Costs for Employee Compensation.

Table 5. Life insurance benefits: Access, participation, and take-up rates, March 2023
[All workers = 100 percent]

		Civilian ¹			Private industry		State	and local gover	nment
Characteristics	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²
All workers	61	60	98	57	56	98	83	80	97
Worker characteristics									
Management, professional, and related									
occupations	80	79	99	79	79	99	84	82	97
Management, business, and financial	85	84	99	85	84	99			
occupations Professional and related occupations	78	77	98	76	76	99	84	81	97
Teachers	77	77 75	97	70	76	_	83	81	98
Primary, secondary, and special	''	73	31	_	_	_	00	01	30
education school teachers	84	82	97	_	_	_	88	87	98
Registered nurses	88	87	99	_	_	_	_	_	_
Service occupations	32	31	96	26	25	95	77	74	97
Protective service occupations	66	63	96	42	38	92	86	84	97
Sales and office occupations	56	55	98	54	53	98	83	80	97
Sales and related occupations	44	43	98	44	43	98	_	_	_
Office and administrative support occupations	65	64	98	63	61	98	83	81	97
Natural resources, construction, and maintenance occupations	59	58	99	56	56	99	90	88	98
Construction, extraction, farming, fishing, and forestry occupations	49	49	99	46	46	99	_	_	_
Installation, maintenance, and repair occupations	70	69	99	68	67	99	_	_	_
Production, transportation, and material									
moving occupations	67	65	98	66	65	98	79	79	99
Production occupations	73	72	99	72	72	99	_	_	_
Transportation and material moving occupations	63	61	97	62	61	97	_	_	_
Full time	74	73	98	71	70	99	92	90	97
Part time	16	15	93	16	14	92	23	22	95
Union	87	85	98	86	84	98	88	87	98
Nonunion	57	56	98	55	54	98	77	75	97
Average wage within the following categories: ³									
Lowest 25 percent	29	28	96	26	25	96	66	64	97
Lowest 10 percent	17	16	93	16	14	93	56	_	_
Second 25 percent	61	59	98	57	55	98	88	85	97
Third 25 percent	74	73	99	71	70	99	89	87	98
Highest 25 percent	86	85	99	85	84	99	89	87	98
Highest 10 percent	89	88	99	90	89	99	86	83	97

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Table 5. Life insurance benefits: Access, participation, and take-up rates, March 2023 — Continued

[All workers = 100 percent]

		Civilian ¹			Private industry		State	and local gover	nment
Characteristics	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²
Establishment characteristics									
Goods-producing industries	70	69	99	70	69	99	_	_	_
Service-providing industries	59	58	98	55	54	98	83	80	97
Education and health services	69	68	98	63	62	98	83	80	97
Educational services Elementary and secondary	78	77	98	67	67	100	82	80	98
schools Junior colleges, colleges, universities, and professional schools	79 87	78 85	98	- 89	88	100	80 86	79 82	98
Health care and social assistance	64	63	98	62	61	98	88	83	95
	90	89	99	02	01	90	88	84	95
Hospitals Public administration	90 86			_	_	_		84	
Public administration	80	84	98	_	_	_	86	84	98
1 to 99 workers	44	43	98	42	41	98	75	73	98
1 to 49 workers	39	39	98	38	37	98	73	71	98
50 to 99 workers	59	58	98	57	56	98	_	_	-
100 workers or more	78	76	98	76	75	98	85	83	97
100 to 499 workers	72	71	98	70	69	98	82	79	97
500 workers or more	84	83	98	84	82	98	86	84	97
Geographic areas									
Northeast	59	58	99	56	55	99	82	79	96
New England	64	62	97	61	61	99	85	75	88
Middle Atlantic	57	57	99	54	53	99	81	80	99
South	61	60	98	57	56	98	85	82	97
South Atlantic	62	60	98	58	57	98	85	82	96
East South Central	63	62	98	60	58	98	83	81	97
West South Central	59	58	98	55	54	98	84	83	99
Midwest	63	62	98	60	59	98	82	79	96
East North Central	65	63	98	63	61	98	82	78	95
West North Central	59	58	99	56	55	99	82	81	99
West	59	58	99	56	55	98	80	80	100
Mountain	61	60	99	57	57	99	83	83	100
Pacific	58	57	98	55	54	98	79	78	99

¹ Includes workers in private industry and state and local government. See the Handbook of Methods: National Compensation Measures at www.bls.gov/opub/hom/ncs/home.htm for further explanation.

NOTE: Dash indicates no workers in this category or data did not meet publication criteria. For definitions of major plans, key provisions, and related terms, see the "Glossary of Employee Benefit Terms" at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm.

² The take-up rate is calculated from the unrounded percentage of workers with access to a plan and who participate in the plan.

³ Surveyed occupations are classified into wage categories based on the average wage for the occupation, which may include workers with earnings both above and below the threshold. The categories were formed using percentile estimates generated using data from the National Compensation Survey publication, Employer Costs for Employee Compensation.

Table 6. Selected paid leave benefits: Access, March 2023
[All workers = 100 percent]

		Civilian ¹		Pı	rivate indus	ry	State and local government			
Characteristics	Paid sick leave	Paid vacation	Paid holidays	Paid sick leave	Paid vacation	Paid holidays	Paid sick leave	Paid vacation	Paid holidays	
All workers	80	77	79	78	79	80	92	60	67	
Worker characteristics										
Management, professional, and related occupations	93	81	84	93	92	92	94	45	55	
Management, business, and financial occupations	96	96	96	96	98	97	_	_	_	
Professional and related occupations	92	74	78	91	88	90	94	38	51	
Teachers	91	23	38	_	_	_	93	12	30	
Primary, secondary, and special								. –		
education school teachers	99	22	34	_	_	_	99	11	25	
Registered nurses	94	92	93	_	_	_	_	_	_	
Service occupations	64	58	57	61	55	54	87	76	80	
Protective service occupations	81	77	81	68	60	70	92	90	90	
Sales and office occupations	81	80	84	80	79	84	92	85	88	
Sales and related occupations	71	70	77	71	70	77	_	_	_	
Office and administrative support occupations	88	87	89	87	88	89	93	86	88	
Natural resources, construction, and maintenance occupations	74	86	86	73	85	86	96	96	95	
Construction, extraction, farming, fishing, and forestry occupations	68	78	79	66	77	78	_	_	_	
Installation, maintenance, and repair occupations	81	95	94	80	94	94	_	_	_	
Production, transportation, and material moving										
occupations	76	85	87	76	86	88	90	63	74	
Production occupations	72	91	93	72	91	93	_	_	_	
Transportation and material moving occupations	79	82	83	78	83	84	_	_	_	
Full time	89	88	88	87	92	91	99	66	73	
Part time	51	39	48	51	40	49	49	22	34	
Union	92	75	81	86	92	92	98	57	69	
Nonunion	78	77	78	77	78	79	87	62	66	
Average wage within the following categories: ²										
Lowest 25 percent	58	55	60	56	55	60	81	58	66	
Lowest 10 percent	40	43	46	39	43	47	71	45	54	
Second 25 percent	84	83	84	82	83	83	95	85	87	
Third 25 percent	88	90	90	86	92	91	98	59	69	
Highest 25 percent	95	82	85	94	94	94	96	41	51	
Highest 10 percent	96	84	86	96	95	95	95	36	50	

Table 6. Selected paid leave benefits: Access, March 2023 — Continued

[All workers = 100 percent]

		Civilian ¹		Pr	ivate indus	try	State an	id local gov	ernment
Characteristics	Paid sick leave	Paid vacation	Paid holidays	Paid sick leave	Paid vacation	Paid holidays	Paid sick leave	Paid vacation	Paid holidays
Establishment characteristics									
Goods-producing industries	76	90	91	75	90	91	_	_	_
Service-providing industries	81	74	77	78	77	78	92	59	67
Education and health services	89	70	75	87	84	85	93	42	54
Educational services	90	40	51	81	59	64	93	34	47
Elementary and secondary schools	94	26	39	_	_	_	94	24	37
Junior colleges, colleges, universities,	00	00	0.4	07	7.4	00	0.4	07	
and professional schools	90	69	81	87	74	83	91	67	80
Health care and social assistance	88	88	88	87	88	88	93	92	91
Hospitals	94	93	93	_	_	_	93	92	91
Public administration	93	91	92	_	_	_	93	91	92
1 to 99 workers	73	71	73	72	72	74	89	53	61
1 to 49 workers	71	70	73	71	71	73	87	63	69
50 to 99 workers	76	72	73	74	76	75	90	43	55
100 workers or more	87	83	85	86	88	89	93	62	69
100 to 499 workers	84	83	84	83	86	86	92	60	69
500 workers or more	90	83	85	89	91	92	94	62	69
Geographic areas									
Northeast	85	75	77	84	77	79	91	56	63
New England	88	74	78	87	77	80	91	53	59
Middle Atlantic	84	75	77	83	78	79	91	57	65
South	73	77	79	70	79	81	93	61	68
South Atlantic	76	79	82	74	82	82	91	65	75
East South Central	69	79	82	65	82	85	92	63	70
West South Central	68	71	72	64	75	75	95	54	55
Midwest	75	77	79	73	80	81	89	55	65
East North Central	75	77	80	74	80	82	88	54	68
West North Central	73	76	76	70	79	78	92	56	60
West	91	78	80	91	80	81	95	65	72
Mountain	83	79	80	82	82	82	90	59	64
Pacific	95	77	80	94	79	80	97	68	76

¹ Includes workers in private industry and state and local government. See the Handbook of Methods: National Compensation Measures at www.bls.gov/opub/hom/ncs/home.htm for further explanation.

NOTE: Dash indicates no workers in this category or data did not meet publication criteria. For definitions of major plans, key provisions, and related terms, see the "Glossary of Employee Benefit Terms" at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm.

² Surveyed occupations are classified into wage categories based on the average wage for the occupation, which may include workers with earnings both above and below the threshold. The categories were formed using percentile estimates generated using data from the National Compensation Survey publication, Employer Costs for Employee Compensation.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

22. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 47(b). The Company's answer is nonresponsive. As originally requested, confirm that according to the most recent data from the Bureau of Labor Statistics, the average share of premiums paid by the employer for family coverage in private industry is 67%.

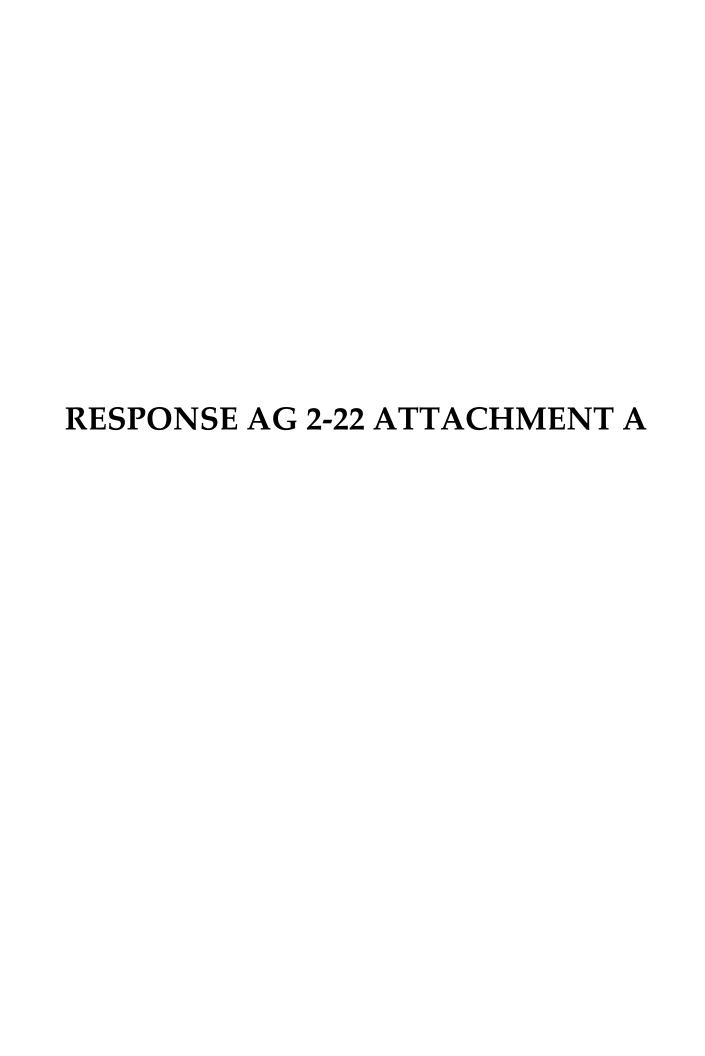
Response:

As referenced in the Direct Testimony of Columbia Witness Owens, page 38, NCSC provides health care coverage for the Company. This healthcare coverage is provided to the entire NiSource workforce which exceeds 500 employees. According to the Bureau of Labor Statistics News Release dated September 21, 2023, "Employee Benefits in the United States - March 2023", Table 4 provides the employer and employee share of premiums for family coverage, for *all* workers participating in family coverage medical plans, as 67% and 33% respectively. However, the same table also states employer and employee share of premiums for family coverage by establishment size, private industry

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¹ https://www.bls.gov/news.release/ebs2.t04.htm, Table 4.

for 500 workers or more as 74% and 26%, respectively. Please refer to the highlighted figures on page 13 of KY PSC Case No. 2024-00092 AG 2-22 Attachment A.









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EMPLOYEE BENEFITS IN THE UNITED STATES - MARCH 2023

Retirement benefits were available to 94 percent of private industry union workers and 68 percent of private industry nonunion workers in March 2023, the U.S. Bureau of Labor Statistics reported today. Sixty-six percent of private industry union workers had access to defined benefit plans and 63 percent had access to defined contribution plans. Ten percent of private industry nonunion workers had access to defined benefit plans and 68 percent had access to defined contribution plans. (See chart 1 and table 1.)

Among private industry workers, paid sick leave was available to 86 percent of union workers and 77 percent of nonunion workers while paid family leave was available to 23 percent of union workers and 27 percent of nonunion workers. Ninety-two percent of union workers had access to paid holidays and 56 percent had access to paid personal leave, while 79 percent of nonunion workers had access to paid holidays and 45 percent had access to paid personal leave. (See chart 2 and table 6.)

Chart 1. Percent of private industry workers with access to retirement benefits by bargaining status. March 2023

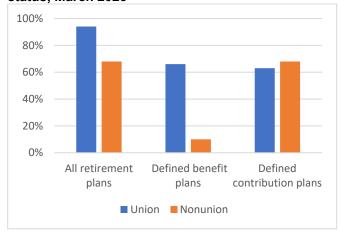
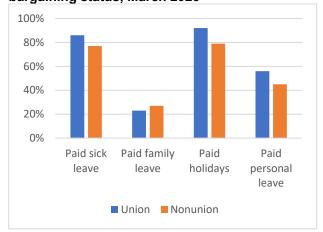


Chart 2. Percent of private industry workers with access to select paid leave benefits by bargaining status, March 2023



Ninety-six percent of private industry union workers and 69 percent of private industry nonunion workers had access to medical care benefits. Among private industry union workers, employer share of premiums was 80 percent for single coverage and 79 percent for family coverage. Among private industry nonunion workers, employer share of premiums was 78 percent for single coverage and 65 percent for family coverage. (See chart 3 and tables 2, 3, and 4.)

Eighty-six percent of private industry union workers had access to life insurance plans, 73 percent had access to short-term disability plans, and 44 percent had access to long-term disability plans. Fifty-five percent of private industry nonunion workers had access to life insurance plans, 41 percent had access to short-term disability plans, and 35 percent had access to long-term disability plans. (See chart 4 and table 5.)

Chart 3. Share of medical care premiums for private industry workers by bargaining status, March 2023

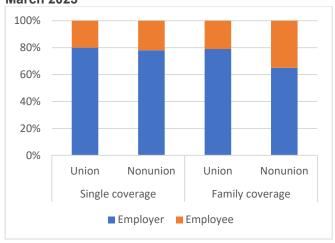
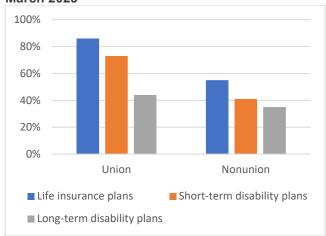
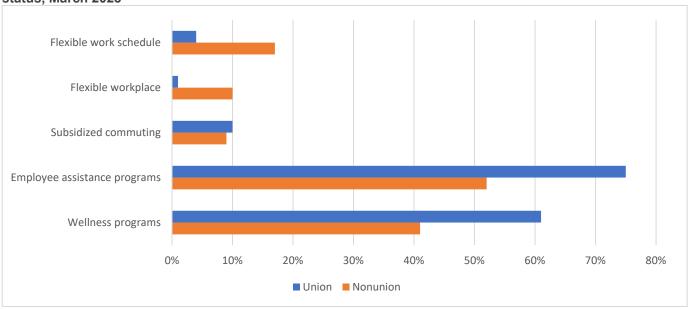


Chart 4. Percent of private industry workers with access to insurance plans by bargaining status, March 2023



Among quality of life benefits in the private industry, 4 percent of union workers had access to a flexible work schedule, 1 percent had access to a flexible workplace, and 75 percent had access to employee assistance programs. Seventeen percent of nonunion workers had access to a flexible work schedule, 10 percent had access to a flexible workplace, and 52 percent had access to employee assistance programs. (See chart 5.)

Chart 5. Percent of private industry workers with access to select quality of life benefits by bargaining status, March 2023



Highlights of employer-sponsored benefits

Occupational group

- Access to nonproduction bonuses ranged from 30 percent for service occupations to 54 percent for management, professional, and related occupations among private industry workers.
- Six percent of state and local government teachers had access to subsidized commuting and 12 percent had access to childcare assistance.

Work status

- Eighty-seven percent of full-time private industry workers had access to medical care benefits and 25 percent of part-time workers had access to medical care benefits. The take-up rate was 65 percent for full-time workers and 54 percent for part-time workers.
- Twelve percent of full-time private industry workers had access to a flexible workplace and 17 percent had access to a flexible work schedule, while 2 percent of part-time workers had access to a flexible workplace and 13 percent had access to a flexible work schedule.

Average wage category

- Access to student loan repayment assistance ranged from 2 percent for the lowest 10th average wage category to 11 percent for the highest 10th average wage category among private industry workers.
- Access to healthcare flexible spending accounts for private industry workers ranged from 22 percent for the lowest 25th average wage category to 70 percent for the highest 25th average wage category.

Industry group

- Access to paid family leave for private industry workers ranged from 8 percent for the leisure and hospitality industry to 55 percent for the information industry.
- Employers paid 88 percent of premiums for single coverage and 78 percent for family coverage among state and local government workers with medical care plans in public administration. The average flat monthly premium paid by employers was \$676.71 for single coverage and \$1,547.50 for family coverage.

Establishment size

- Access to wellness programs in the private industry ranged from 23 percent for establishments with less than 50 workers to 76 percent for establishments with 500 workers or more.
- The average number of paid vacation days by service requirement for private industry workers after 1 year ranged from 10 days for establishments with less than 100 workers to 14 days for establishments with 500 or more workers. After 20 years, the average number of paid vacation days ranged from 17 days for establishments with less than 100 workers to 24 days for establishments with more than 500 workers.

Census area

- Life insurance access among state and local government workers by census area ranged from 80 percent in the West census area to 85 percent in the South census area. The take-up rate was 100 percent for West census area workers and 97 percent for South census area workers.
- Access to short-term disability plans was available to 33 percent of civilian workers in the South census area with a participation rate of 32 percent. Sixty-six percent of civilian workers in the Northeast had access with a participation rate of 65 percent.

TECHNICAL NOTE

Estimates in this release are from the National Compensation Survey (NCS), conducted by the U.S. Department of Labor, Bureau of Labor Statistics (BLS). The NCS provides comprehensive measures of compensation cost levels and trends and also provides benefits incidence estimates on the percentage of workers with access to and participating in employer-provided benefit plans.

Employee Benefits data: The Employee Benefits in the United States, March 2023 includes additional details on the coverage, costs, and provisions of employer-sponsored benefits, and will be published shortly after this news release. See www.bls.gov/ebs/publications/annual-benefits-summary.htm for the latest benefits publications. Historical estimates are also accessible in Excel format at www.bls.gov/ebs/publications/xlsx/employee-benefits-in-the-united-states-dataset.xlsx and through the database query tool at www.bls.gov/ebs/data.htm.

Standard errors: Measures of reliability are available for published estimates, which provide users a measure of the precision of an estimate to ensure that it is within an acceptable range for their intended purpose. For further information see www.bls.gov/ebs/technical-notes/standard-errors.htm.

Comparing private and public sector data: Incidence of employee benefits in state and local government should not be directly compared to private industry. Differences between these sectors stem from factors such as variation in work activities and occupational structures. Manufacturing and sales, for example, make up a large part of private industry work activities but are rare in state and local government.

Civilian workers: Statistics for private industry and state and local government are published separately and then combined to measure the civilian economy. Excluded from the civilian economy are workers employed in federal government and quasi-federal agencies, military personnel, agricultural workers, volunteers, unpaid workers, individuals receiving long-term disability compensation, and those working overseas. In addition, private industry excludes workers in private households, the self-employed, workers who set their own pay (e.g., proprietors, owners, major stockholders, and partners in unincorporated firms), and family members paid token wages.

Leave benefits for teachers: Primary, secondary, and special education teachers typically have a contracted work schedule of 37 or 38 weeks per year. Because of this work schedule, they are generally not offered vacations or holidays. In many cases, the time off during winter and spring breaks during the school year are not considered vacation days for the purposes of this survey.

Medical care premiums: The estimates for medical care premiums are not based on actual decisions regarding medical coverage made by employees; instead, it is assumed that all employees in the occupation can opt for single or family coverage. Monthly premiums are collected when possible. Annual premiums are converted to monthly premiums by dividing by 12 months.

Sample rotation: One-third of the private industry sample had been rotated each year except in years when the government sample was replaced. Beginning with the March 2022 publication, however, an additional (fourth) private industry sample is used in estimation to mitigate the impact of decreasing response rates. The government sample is replaced less frequently than the private industry sample. The state and local government sample was replaced in its entirety for the March 2017 reference period.

Classification system: The National Compensation Survey publishes estimates of compensation costs and trends as well as benefit coverage by ownership, industry group, occupational group, and geographic areas, see www.bls.gov/eci/factsheets/national-compensation-survey-classification-systems-mapping-files.htm.

Sample size:

Survey establishment response¹, March 2023

Establishments	Civilian	Private industry	State and local governments
Total in sampling frame ²	7,161,550	6,930,620	230,930
Total in sample	14,720	13,120	1,600
Responding ³	8,420	6,990	1,430
Refused ⁴	5,260	5,120	140
Out of business or not in survey scope	1,040	1,010	30

¹ The number of establishments is rounded to the nearest 10. Because of rounding, sums of individual items may not equal totals.

Survey scope:

Number of workers represented¹, March 2023

Occupational group ²	Civilian workers	Private industry workers	State and local government workers
All workers	145,300,100	126,227,200	19,072,900
Management, professional, and related	46,834,300	35,920,600	10,913,700
Management, business, and financial	14,624,400	13,126,900	-
Professional and related	32,209,900	22,793,700	9,416,200
Teachers	7,014,300	1	5,112,800
Primary, secondary, and special education school teachers	5,035,900	-	3,988,300
Registered nurses	3,077,300	1	-
Service	32,036,200	28,053,300	3,982,900
Protective service	3,565,300	1,621,500	1,943,800
Sales and office	31,030,400	28,453,800	2,576,600
Sales and related	13,076,400	12,996,900	-
Office and administrative support	17,954,000	15,456,900	2,497,000
Natural resources, construction, and maintenance	11,591,700	10,777,800	813,900
Construction, extraction, farming, fishing, and forestry	6,090,400	5,643,000	-
Installation, maintenance, and repair	5,501,200	5,134,900	-
Production, transportation, and material moving	23,807,500	23,021,700	785,800
Production	9,087,500	8,965,000	-
Transportation and material moving	14,720,000	14,056,700	

¹ The numbers of workers represented by the survey are rounded to the nearest 100. For information on weighting, see the Handbook of Methods: National Compensation Measures available at www.bls.gov/opub/hom/ncs/home.htm.

² The sampling frame was developed from state unemployment insurance reports and is based on the 2017 North American Industry Classification System (NAICS). With some minor exceptions, an establishment is a single economic unit that engages in one, or predominantly one, type of economic activity. For private industry, the establishment is usually at a single physical location such as a mine, factory, office, or store; if a sampled establishment is owned by a larger entity with many locations, only the employment and characteristics of the establishment selected for the sample are considered for the survey. For state and local governments, an establishment can include more than one physical location, such as a school district or a police department.

³ Establishments that provided data at the initial interview.

⁴ Establishments that did not provide data at the initial interview. For information on nonresponse adjustment and imputation, see the Handbook of Methods: National Compensation Measures available at www.bls.gov/opub/hom/ncs/home.htm.

² The 2018 Standard Occupational Classification system was used to classify workers.

NOTE: Because of rounding, sums of individual items may not equal totals. Dashes indicate that no estimates for this characteristic are provided in this publication.

Average hourly wage percentiles: Estimates by worker average wage are grouped into six wage categories- the lowest 10 percent, the lowest 25 percent, the second 25 percent, the third 25 percent, the highest 25 percent, and the highest 10 percent. The categories use percentile values based on unpublished March 2023 wages and salaries from the BLS *Employer Costs for Employee Compensation* publication at www.bls.gov/news.release/archives/ecec_06162023.pdf.

The percentiles are computed using hourly wages and salaries along with scheduled hours of work reported for individual workers in sampled establishments. Establishments in the survey are asked to report only individual worker wages and salaries for each sampled job. For the calculation of the percentile values, the individual worker hourly wages and salaries are weighted and arrayed from lowest to highest. The values corresponding to the percentiles are:

	Average hourly wage percentiles									
Ownership	10 th	25 th	50 th (median)	75 th	90 th					
Civilian workers	\$14.00	\$17.12	\$23.55	\$37.02	\$56.06					
Private industry workers	\$14.00	\$17.00	\$22.57	\$35.64	\$55.29					
State and local government workers	\$16.50	\$21.50	\$31.68	\$44.10	\$59.80					

The lowest 10- and 25-percent wage categories include those occupations with an average hourly rate less than the 10th percentile value and 25th percentile value, respectively. The second 25-percent category includes those occupations with rates at or above the 25th percentile value but less than the 50th percentile value. The third 25-percent category includes those occupations with rates at or above the 50th percentile value but less than the 75th percentile value. Finally, the highest 25- and 10-percent wage categories include those occupations with an average hourly wage greater than or equal to the 75th percentile value and 90th percentile value, respectively.

Individual workers can fall into a wage category different from the average for the occupation into which they are classified because average hourly wages for the occupation are used to produce the benefit estimates.

Obtaining information: For articles on employee benefits, see the *Monthly Labor Review* benefits section at www.bls.gov/opub/mlr/subject/b.htm and *Beyond the Numbers: Pay and Benefits* at www.bls.gov/opub/btn/archive/home.htm. *The Economics Daily* articles archive is available at www.bls.gov/opub/ted/employee-benefits-survey.htm. For technical information, see "National Compensation Measures," in the BLS *Handbook of Methods* at www.bls.gov/opub/hom/ncs/home.htm.

Benefit publications from 1980 to the present are also available at www.bls.gov/ebs/publications/annual-benefits-summary.htm. The latest glossary of benefit terms is available at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm. In addition, the public databases may also be used to obtain data from 1985 to 2006 and 2010 to the present, see www.bls.gov/ebs/data.htm.

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Retirement benefits: Access, participation, and take-up rates, March 2023¹
[All workers = 100 percent]

		Civilian ²			Private industry	'	State	and local gover	nment
Characteristics	Access	Participation	Take-up rate ³	Access	Participation	Take-up rate ³	Access	Participation	Take-up rate ³
All workers	73	56	77	70	53	75	91	81	89
Worker characteristics									
Management, professional, and related occupations	88	76	86	86	74	85	93	82	88
Management, business, and financial									
occupations	88	79	89	88	78	89	_	_	_
Professional and related occupations	88	75	85	86	72	83	93	82	88
Teachers	88	75	85	-	_	_	94	83	88
Primary, secondary, and special education school teachers	96	82	85	_	_	_	99	88	89
Registered nurses	91	82	89	_	_	_	_	_	_
Service occupations	48	31	65	43	25	59	85	76	89
Protective service occupations	75	64	85	55	38	69	92	85	92
Sales and office occupations	75	54	72	73	51	70	92	82	89
Sales and related occupations	73	43	59	72	43	59	_	_	_
Office and administrative support occupations	76	62	81	74	58	79	92	82	89
Natural resources, construction, and maintenance occupations	72	57	78	70	54	77	97	91	93
Construction, extraction, farming, fishing, and forestry occupations	69	54	79	67	51	77	_	_	_
Installation, maintenance, and repair occupations	76	59	78	74	57	77	_	_	_
Production, transportation, and material moving occupations	75	55	74	75	55	73	90	82	91
Production occupations	75	57	76	74	57	76	_	_	_
Transportation and material moving occupations	76	55	72	75	53	71	_	_	_
·									
Full time	82 44	66 24	81 54	79 44	63 22	79 51	99 43	88 37	89 86
Union	95	85	89	94	84	90	97	85	88
Nonunion	70	52	75	68	50	73	86	78	90
Average wage within the following categories:4									
Lowest 25 percent	49	28	56	48	25	52	78	68	87
Lowest 10 percent	38	20	51	37	18	47	70	60	86
Second 25 percent	73	53	73	69	48	70	94	84	90
Third 25 percent	83	70	83	81	65	81	98	88	90
Highest 25 percent	92	82	89	90	81	90	97	85	88
Highest 10 percent	93	84	90	92	84	91	97	83	85

Table 1. Retirement benefits: Access, participation, and take-up rates, March 2023¹ — Continued [All workers = 100 percent]

		Civilian ²			Private industry		State	and local gover	nment
Characteristics	Access	Participation	Take-up rate ³	Access	Participation	Take-up rate ³	Access	Participation	Take-up rate ³
Establishment characteristics									
Goods-producing industries	78	63	80	78	63	80	_	_	_
Service-providing industries	72	55	77	69	51	74	91	81	89
Education and health services	81	65	81	75	58	78	93	81	87
Educational services	88	77	88	73	62	85	93	82	88
Elementary and secondary schools	92	81	88	_	_	_	93	82	89
Junior colleges, colleges, universities, and professional schools	90	79	87	87	79	90	92	79	86
Health care and social assistance	77	59	77	75	58	76	92	76	82
Hospitals	93	83	89	_	_	_	92	73	80
Public administration	92	84	92	_	_	_	92	84	92
1 to 99 workers	59	42	72	57	40	70	87	78	90
1 to 49 workers	54	39	71	53	37	70	85	76	90
50 to 99 workers	73	54	73	71	50	70	89	81	91
100 workers or more	88	71	81	86	68	79	93	82	88
100 to 499 workers	84	64	76	83	61	73	92	84	91
500 workers or more	91	79	86	91	78	86	93	81	87
Geographic areas									
Northeast	72	60	83	69	57	82	91	79	86
New England	72	59	81	70	56	80	87	75	86
Middle Atlantic	72	60	84	68	57	83	93	80	86
South	73	54	74	69	49	71	93	83	89
South Atlantic	75	54	73	73	51	70	91	79	86
East South Central	73	55	75	69	49	71	94	84	90
West South Central	68	53	77	63	46	73	97	89	92
Midwest	75	58	78	73	55	76	90	80	89
East North Central	77	60	78	75	57	76	89	79	89
West North Central	72	56	77	70	52	75	92	83	90
West	72	56	77	70	52	75	90	81	90
Mountain	74	55	74	72	51	71	88	82	93
Pacific	71	56	79	69	53	77	90	81	89

¹ Includes defined benefit pension plans and defined contribution retirement plans. Workers are considered as having access or as participating if they have access to or are participating in at least one of these plan types.

NOTE: Dash indicates no workers in this category or data did not meet publication criteria. For definitions of major plans, key provisions, and related terms, see the "Glossary of Employee Benefit Terms" at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm.

² Includes workers in private industry and state and local government. See the Handbook of Methods: National Compensation Measures at www.bls.gov/opub/hom/ncs/home.htm for further explanation.

³ The take-up rate is calculated from the unrounded percentage of workers with access to a plan and who participate in the plan.

⁴ Surveyed occupations are classified into wage categories based on the average wage for the occupation, which may include workers with earnings both above and below the threshold. The categories were formed using percentile estimates generated using data from the National Compensation Survey publication, Employer Costs for Employee Compensation.

Table 2. Medical care benefits: Access, participation, and take-up rates, March 2023

[All workers = 100 percent]

		Civilian ¹			Private industry		State	and local gover	nment
Characteristics	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²
All workers	74	49	66	72	46	64	89	67	76
Worker characteristics									
Management, professional, and related									
occupations	90	63	70	89	61	69	91	68	75
Management, business, and financial									
occupations	95	67	71	95	67	70	_	_	
Professional and related occupations	88	61	70	86	58	68	91	68	75
Teachers	87	62	72	_	_	_	92	68	74
Primary, secondary, and special									
education school teachers	97	70	72	_	_	_	99	73	74
Registered nurses	91	61	67		_		_	_	
Service occupations	49	29	59	44	24	54	82	63	77
Protective service occupations	75	53	70	56	32	57	90	70	77
Sales and office occupations	69	43	62	68	40	60	89	69	78
Sales and related occupations	54	31	58	54	31	58	_	_	_
Office and administrative support									
occupations	80	51	63	79	48	61	90	70	78
Natural resources, construction, and	70	50	74	70		70	٥٦	70	70
maintenance occupations	79	56	71	78	55	70	95	76	79
Construction, extraction, farming, fishing, and forestry occupations	75	53	70	74	51	69	_	_	_
Installation, maintenance, and repair	0.4		74	00	50	74			
occupations	84	60	71	83	58	71	_	_	_
Production, transportation, and material moving occupations	80	53	66	79	53	66	84	61	73
Production occupations	82	57	69	82	57	69	_	_	/ -
Transportation and material moving	02	37	00	02	37	03			
occupations	78	50	64	78	50	64	_	_	_
•				_					
Full time	89	60	67	87	57	65	99	75	76
Part time	25	13	55	25	13	54	24	17	72
Union	95	74	77	96	78	81	95	69	73
Nonunion	71	45	64	69	43	62	84	66	78
Average wage within the following categories: ³									
Lowest 25 percent	43	23	54	41	21	52	72	54	75
Lowest 10 percent	30	15	51	28	14	48	63	49	78
·	76	49	64	73	45	61	93	72	77
Second 25 percent	89	61	69	73 87	59	68	93	74	76
Third 25 percent		•						1	1
Highest 10 percent	94	68	72	94	67	71	95	71	74
Highest 10 percent	95	69	72	95	69	72	94	71	75

Table 2. Medical care benefits: Access, participation, and take-up rates, March 2023 — Continued

[All workers = 100 percent]

		Civilian ¹			Private industry		State and local government		
Characteristics	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²
Establishment characteristics									
Goods-producing industries	85	61	72	85	61	72	-	_	_
Service-providing industries	72	47	65	69	43	63	89	67	76
Education and health services	81	53	65	77	46	60	90	67	75
Educational services	86	63	74	72	51	71	90	67	74
Elementary and secondary schools	90	66	74	_	_	_	90	67	74
Junior colleges, colleges, universities, and professional									
schools	90	66	73	92	65	71	89	67	75
Health care and social assistance	78	47	60	77	45	58	91	71	79
Hospitals	91	62	68	_	_	_	91	74	81
Public administration	91	71	78	_	_	_	91	71	78
1 to 99 workers	61	38	62	59	36	60	84	66	79
1 to 49 workers	56	35	62	55	34	61	82	66	80
50 to 99 workers	75	47	62	74	44	60	85	66	78
100 workers or more	87	60	69	87	59	68	91	68	75
100 to 499 workers	85	57	67	84	55	65	88	65	74
500 workers or more	90	65	72	89	63	71	92	69	75
Geographic areas									
Northeast	72	48	67	69	46	66	88	63	71
New England	73	_	_	71	44	62	90	59	65
Middle Atlantic	71	48	68	69	46	67	87	64	74
South	73	48	66	70	44	63	92	74	80
South Atlantic	75	48	64	73	45	61	90	71	79
East South Central	72	49	68	68	44	64	92	80	87
West South Central	72	48	68	67	44	65	96	75	78
Midwest	73	49	67	71	47	66	86	63	74
East North Central	73	49	67	72	48	66	84	62	73
West North Central	71	47	66	68	44	65	89	66	74
West	77	51	66	76	49	65	88	65	74
Mountain	77	48	62	76	46	60	87	62	71
Pacific	78	53	68	76	51	67	88	66	75

¹ Includes workers in private industry and state and local government. See the Handbook of Methods: National Compensation Measures at www.bls.gov/opub/hom/ncs/home.htm for further explanation.

NOTE: Dash indicates no workers in this category or data did not meet publication criteria. For definitions of major plans, key provisions, and related terms, see the "Glossary of Employee Benefit Terms" at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm.

² The take-up rate is calculated from the unrounded percentage of workers with access to a plan and who participate in the plan.

³ Surveyed occupations are classified into wage categories based on the average wage for the occupation, which may include workers with earnings both above and below the threshold. The categories were formed using percentile estimates generated using data from the National Compensation Survey publication, Employer Costs for Employee Compensation.

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Table 3. Medical plans: Share of premiums paid by employer and employee for single coverage, March 2023

[In percent]

	Civi	lian ¹	Private	industry	State and local government		
Characteristics	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	
All workers participating in single coverage medical plans	80	20	79	21	86	14	
Worker characteristics							
Management, professional, and related occupations	81	19	79	21	85	15	
Management, business, and financial occupations	79	21	79	21	_	_	
Professional and related occupations	82	18	80	20	85	15	
Teachers	84	16	_	_	85	15	
Primary, secondary, and special education school	0.4	10			0.5	4.5	
teachers	84 82	16	_	_	85	15	
Registered nurses	80	18 20	78	22	87	13	
Protective service occupations.	86	14	78	22	88	12	
Sales and office occupations.	80	20	79	21	88	12	
Sales and related occupations.	78	22	78	22	_		
Office and administrative support occupations	82	18	80	20	88	12	
Natural resources, construction, and maintenance							
occupations	78	22	77	23	89	11	
Construction, extraction, farming, fishing, and forestry occupations	78	22	77	23	_	_	
Installation, maintenance, and repair occupations	78	22	77	23	_	_	
Production, transportation, and material moving occupations	78	22	78	22	86	14	
Production occupations	78	22	78	22	_	_	
Transportation and material moving occupations	78	22	78	22	_	_	
·					00	1.4	
Full time	80 78	20 22	79 78	21 22	86 82	14 18	
Union	83 79	17 21	80 78	20 22	86 87	14 13	
	7.5		70		07		
Average wage within the following categories: ²	70	00	77	00	0.7	40	
Lowest 25 percent.	78	22 22	77 77	23	87	13	
Lowest 10 percent.	78 80	20	78	23 22	87 87	13 13	
Second 25 percent	80	20	78	22	86	14	
Third 25 percent	81	19	80	20	85	15	
Highest 10 percent.	81	19	80	20	85	15	
	01	10					
Establishment characteristics Goods-producing industries	78	22	78	22	_	_	
Service-providing industries.	81	19	79	21	86	14	
Education and health services.	83	17	82	18	85	15	
Educational services.	84	16	82	18	85	15	
Elementary and secondary schools	84	16	_	_	84	16	
Junior colleges, colleges, universities, and professional							
schools	84	16	82	18	85	15	
Health care and social assistance	82	18	82	18	87	13	
Hospitals	82	18	_	_	87	13	
Public administration	88	12	_	_	88	12	
1 to 99 workers	79	21	78	22	87	13	
1 to 49 workers	79	21	78	22	88	12	
50 to 99 workers	79	21	78	22	85	15	
100 workers or more	81	19	79	21	86	14	
100 to 499 workers	80	20	79	21	87	13	
500 workers or more	82	18	80	20	86	14	

See footnotes at end of table.

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Table 3. Medical plans: Share of premiums paid by employer and employee for single coverage, March 2023 — Continued

[In percent]

	Civi	lian ¹	Private	industry	State and local government		
Characteristics	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	
Geographic areas							
Northeast	80	20	79	21	85	15	
New England	78	22	78	22	77	23	
Middle Atlantic	81	19	79	21	87	13	
South	80	20	78	22	87	13	
South Atlantic	81	19	79	21	87	13	
East South Central	80	20	76	24	89	11	
West South Central	80	20	78	22	85	15	
Midwest	80	20	79	21	87	13	
East North Central	79	21	78	22	85	15	
West North Central	81	19	79	21	90	10	
West	80	20	79	21	86	14	
Mountain	80	20	78	22	87	13	
Pacific	80	20	79	21	86	14	

¹ Includes workers in private industry and state and local government. See the Handbook of Methods: National Compensation Measures at www.bls.gov/opub/hom/ncs/home.htm for further explanation.

NOTE: Because of rounding, sums of individual items may not equal totals. Dash indicates no workers in this category or data did not meet publication criteria. For definitions of major plans, key provisions, and related terms, see the "Glossary of Employee Benefit Terms" at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm.

² Surveyed occupations are classified into wage categories based on the average wage for the occupation, which may include workers with earnings both above and below the threshold. The categories were formed using percentile estimates generated using data from the National Compensation Survey publication, Employer Costs for Employee Compensation.

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Table 4. Medical plans: Share of premiums paid by employer and employee for family coverage, March 2023

[In percent]

	Civi	lian ¹	Private	industry	State and local government		
Characteristics	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	
All workers participating in family coverage medical plans	68	32	67	33	71	29	
Worker characteristics							
Management, professional, and related occupations	68	32	68	32	70	30	
Management, business, and financial occupations	69	31	68	32	_	_	
Professional and related occupations	68	32	68	32	69	31	
Teachers	65	35	_	_	66	34	
Primary, secondary, and special education school	64	200			C.F.	٥٦	
teachers	64 73	36 27	_	_	65	35	
Registered nurses	65	35	62	38	73	27	
Protective service occupations.	75	25	68	32	78	22	
Sales and office occupations.	67	33	66	34	74	26	
Sales and related occupations.	64	36	64	36			
Office and administrative support occupations	69	31	68	32	74	26	
Natural resources, construction, and maintenance	00			02	'-	20	
occupations	66	34	65	35	77	23	
Construction, extraction, farming, fishing, and forestry							
occupations	66	34	65	35	_	_	
Installation, maintenance, and repair occupations	65	35	64	36	_	_	
Production, transportation, and material moving occupations	70	30	70	30	70	30	
Production occupations	70	30	70	30	_	_	
Transportation and material moving occupations	69	31	69	31	_	_	
Full time	68	32	67	33	71	29	
Part time	67	33	67	33	68	32	
Union	78	22	79	21	76	24	
Nonunion	65	35	65	35	67	33	
Average wage within the following categories: ²							
Lowest 25 percent	61	39	61	39	67	33	
Lowest 10 percent	56	44	57	43	61	39	
Second 25 percent	66	34	65	35	75	25	
Third 25 percent	68	32	67	33	68	32	
Highest 25 percent	71	29	71	29	75	25	
Highest 10 percent	72	28	71	29	76	24	
Establishment characteristics							
Goods-producing industries.	69	31	69	31	_	_	
Service-providing industries.	67	33	66	34	71	29	
Education and health services	66	34	65	35	67	33	
Educational services	66	34	68	32	66	34	
Elementary and secondary schools	64	36	_	_	64	36	
Junior colleges, colleges, universities, and professional							
schools	72	28	71	29	72	28	
Health care and social assistance	66	34	65	35	75	25	
Hospitals	74	26	_	_	75	25	
Public administration	78	22	_	_	78	22	
1 to 99 workers	63	37	61	39	73	27	
1 to 49 workers	63	37	62	38	73	27	
50 to 99 workers	63	37	61	39	73	27	
100 workers or more	71	29	71	29	71	29	
100 to 499 workers	69	31	68	32	71	29	
500 workers or more	73	27	74	26	71	29	

See footnotes at end of table.

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Table 4. Medical plans: Share of premiums paid by employer and employee for family coverage, March 2023 — Continued

[In percent]

	Civi	lian ¹	Private	industry	State and local government		
Characteristics	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	Employer share of premium	Employee share of premium	
Geographic areas							
Northeast	72	28	70	30	83	17	
New England	71	29	70	30	77	23	
Middle Atlantic	73	27	70	30	85	15	
South	63	37	63	37	63	37	
South Atlantic	65	35	65	35	68	32	
East South Central	62	38	61	39	65	35	
West South Central	60	40	62	38	55	45	
Midwest	70	30	70	30	74	26	
East North Central	71	29	70	30	77	23	
West North Central	69	31	69	31	70	30	
West	68	32	67	33	74	26	
Mountain	66	34	65	35	71	29	
Pacific	69	31	67	33	76	24	

¹ Includes workers in private industry and state and local government. See the Handbook of Methods: National Compensation Measures at www.bls.gov/opub/hom/ncs/home.htm for further explanation.

NOTE: Because of rounding, sums of individual items may not equal totals. Dash indicates no workers in this category or data did not meet publication criteria. For definitions of major plans, key provisions, and related terms, see the "Glossary of Employee Benefit Terms" at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm.

² Surveyed occupations are classified into wage categories based on the average wage for the occupation, which may include workers with earnings both above and below the threshold. The categories were formed using percentile estimates generated using data from the National Compensation Survey publication, Employer Costs for Employee Compensation.

Table 5. Life insurance benefits: Access, participation, and take-up rates, March 2023
[All workers = 100 percent]

		Civilian ¹			Private industry		State and local government		
Characteristics	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²
All workers	61	60	98	57	56	98	83	80	97
Worker characteristics									
Management, professional, and related									
occupations	80	79	99	79	79	99	84	82	97
Management, business, and financial	85	84	99	85	84	99			
occupations Professional and related occupations	78	77	98	76	76	99	84	81	97
Teachers	77	75	97	70	76	_	83	81	98
Primary, secondary, and special	''	/3	31	_	_	_	00	01	30
education school teachers	84	82	97	_	_	_	88	87	98
Registered nurses	88	87	99	_	_	_	_	_	_
Service occupations	32	31	96	26	25	95	77	74	97
Protective service occupations	66	63	96	42	38	92	86	84	97
Sales and office occupations	56	55	98	54	53	98	83	80	97
Sales and related occupations	44	43	98	44	43	98	_	_	_
Office and administrative support occupations	65	64	98	63	61	98	83	81	97
Natural resources, construction, and maintenance occupations	59	58	99	56	56	99	90	88	98
Construction, extraction, farming, fishing, and forestry occupations	49	49	99	46	46	99	_	_	_
Installation, maintenance, and repair occupations	70	69	99	68	67	99	_	_	_
Production, transportation, and material	.=						=0		
moving occupations	67	65	98	66	65	98	79	79	99
Production occupations	73	72	99	72	72	99	_	_	_
Transportation and material moving occupations	63	61	97	62	61	97	_	_	_
Full time	74	73	98	71	70	99	92	90	97
Part time	16	15	93	16	14	92	23	22	95
Union	87	85	98	86	84	98	88	87	98
Nonunion	57	56	98	55	54	98	77	75	97
Average wage within the following categories: ³									
Lowest 25 percent	29	28	96	26	25	96	66	64	97
Lowest 10 percent	17	16	93	16	14	93	56	_	_
Second 25 percent	61	59	98	57	55	98	88	85	97
Third 25 percent	74	73	99	71	70	99	89	87	98
Highest 25 percent	86	85	99	85	84	99	89	87	98
Highest 10 percent	89	88	99	90	89	99	86	83	97

Case No. 2024-00092 AG 2-22 Attachment A Page 16 of 18

Table 5. Life insurance benefits: Access, participation, and take-up rates, March 2023 — Continued

[All workers = 100 percent]

		Civilian ¹			Private industry		State and local government		
Characteristics	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²	Access	Participation	Take-up rate ²
Establishment characteristics									
Goods-producing industries	70	69	99	70	69	99	-	_	_
Service-providing industries	59	58	98	55	54	98	83	80	97
Education and health services	69	68	98	63	62	98	83	80	97
Educational services	78	77	98	67	67	100	82	80	98
Elementary and secondary schools	79	78	98	_	_	_	80	79	98
Junior colleges, colleges, universities, and professional									
schools	87	85	97	89	88	100	86	82	96
Health care and social assistance	64	63	98	62	61	98	88	83	95
Hospitals	90	89	99	_	_	_	88	84	95
Public administration	86	84	98	_	_	_	86	84	98
1 to 99 workers	44	43	98	42	41	98	75	73	98
1 to 49 workers	39	39	98	38	37	98	73	71	98
50 to 99 workers	59	58	98	57	56	98	-	_	_
100 workers or more	78	76	98	76	75	98	85	83	97
100 to 499 workers	72	71	98	70	69	98	82	79	97
500 workers or more	84	83	98	84	82	98	86	84	97
Geographic areas									
Northeast	59	58	99	56	55	99	82	79	96
New England	64	62	97	61	61	99	85	75	88
Middle Atlantic	57	57	99	54	53	99	81	80	99
South	61	60	98	57	56	98	85	82	97
South Atlantic	62	60	98	58	57	98	85	82	96
East South Central	63	62	98	60	58	98	83	81	97
West South Central	59	58	98	55	54	98	84	83	99
Midwest	63	62	98	60	59	98	82	79	96
East North Central	65	63	98	63	61	98	82	78	95
West North Central	59	58	99	56	55	99	82	81	99
West	59	58	99	56	55	98	80	80	100
Mountain	61	60	99	57	57	99	83	83	100
Pacific	58	57	98	55	54	98	79	78	99

¹ Includes workers in private industry and state and local government. See the Handbook of Methods: National Compensation Measures at www.bls.gov/opub/hom/ncs/home.htm for further explanation.

NOTE: Dash indicates no workers in this category or data did not meet publication criteria. For definitions of major plans, key provisions, and related terms, see the "Glossary of Employee Benefit Terms" at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm.

² The take-up rate is calculated from the unrounded percentage of workers with access to a plan and who participate in the plan.

³ Surveyed occupations are classified into wage categories based on the average wage for the occupation, which may include workers with earnings both above and below the threshold. The categories were formed using percentile estimates generated using data from the National Compensation Survey publication, Employer Costs for Employee Compensation.

Table 6. Selected paid leave benefits: Access, March 2023
[All workers = 100 percent]

		Civilian ¹			rivate indus		State and local government		
Characteristics	Paid sick leave	Paid vacation	Paid holidays	Paid sick leave	Paid vacation	Paid holidays	Paid sick leave	Paid vacation	Paid holidays
All workers	80	77	79	78	79	80	92	60	67
Worker characteristics									
Management, professional, and related									
occupations	93	81	84	93	92	92	94	45	55
Management, business, and financial occupations	96	96	96	96	98	97	_	_	_
Professional and related occupations	92	74	78	91	88	90	94	38	51
Teachers	91	23	38	_	_	_	93	12	30
Primary, secondary, and special									
education school teachers	99	22	34	_	_	_	99	11	25
Registered nurses	94	92	93	_	_	_	_	_	_
Service occupations	64	58	57	61	55	54	87	76	80
Protective service occupations	81	77	81	68	60	70	92	90	90
Sales and office occupations	81	80	84	80	79	84	92	85	88
Sales and related occupations	71	70	77	71	70	77	_	_	_
Office and administrative support occupations	88	87	89	87	88	89	93	86	88
Natural resources, construction, and maintenance occupations	74	86	86	73	85	86	96	96	95
Construction, extraction, farming, fishing, and forestry occupations	68	78	79	66	77	78	_	_	_
Installation, maintenance, and repair occupations	81	95	94	80	94	94	_	_	_
Production, transportation, and material moving									
occupations	76	85	87	76	86	88	90	63	74
Production occupations	72	91	93	72	91	93	_	_	_
Transportation and material moving occupations	79	82	83	78	83	84	_	_	_
Full time	89	88	88	87	92	91	99	66	73
Part time	51	39	48	51	40	49	49	22	34
Union	92	75	81	86	92	92	98	57	69
Nonunion	78	77	78	77	78	79	87	62	66
Average wage within the following categories: ²									
Lowest 25 percent	58	55	60	56	55	60	81	58	66
Lowest 10 percent	40	43	46	39	43	47	71	45	54
Second 25 percent	84	83	84	82	83	83	95	85	87
Third 25 percent	88	90	90	86	92	91	98	59	69
Highest 25 percent	95	82	85	94	94	94	96	41	51
Highest 10 percent	96	84	86	96	95	95	95	36	50

Table 6. Selected paid leave benefits: Access, March 2023 — Continued

[All workers = 100 percent]

		Civilian ¹		Pr	ivate indus	try	State and local government		
Characteristics	Paid sick leave	Paid vacation	Paid holidays	Paid sick leave	Paid vacation	Paid holidays	Paid sick leave	Paid vacation	Paid holidays
Establishment characteristics									
Goods-producing industries	76	90	91	75	90	91	_	_	_
Service-providing industries	81	74	77	78	77	78	92	59	67
Education and health services	89	70	75	87	84	85	93	42	54
Educational services	90	40	51	81	59	64	93	34	47
Elementary and secondary schools	94	26	39	_	_	_	94	24	37
Junior colleges, colleges, universities,	00	00	0.4	07	7.4	-00	0.4	07	
and professional schools	90	69	81	87	74	83	91	67	80
Health care and social assistance	88	88	88	87	88	88	93	92	91
Hospitals	94	93	93	_	_	_	93	92	91
Public administration	93	91	92	_	_	_	93	91	92
1 to 99 workers	73	71	73	72	72	74	89	53	61
1 to 49 workers	71	70	73	71	71	73	87	63	69
50 to 99 workers	76	72	73	74	76	75	90	43	55
100 workers or more	87	83	85	86	88	89	93	62	69
100 to 499 workers	84	83	84	83	86	86	92	60	69
500 workers or more	90	83	85	89	91	92	94	62	69
Geographic areas									
Northeast	85	75	77	84	77	79	91	56	63
New England	88	74	78	87	77	80	91	53	59
Middle Atlantic	84	75	77	83	78	79	91	57	65
South	73	77	79	70	79	81	93	61	68
South Atlantic	76	79	82	74	82	82	91	65	75
East South Central	69	79	82	65	82	85	92	63	70
West South Central	68	71	72	64	75	75	95	54	55
Midwest	75	77	79	73	80	81	89	55	65
East North Central	75	77	80	74	80	82	88	54	68
West North Central	73	76	76	70	79	78	92	56	60
West	91	78	80	91	80	81	95	65	72
Mountain	83	79	80	82	82	82	90	59	64
Pacific	95	77	80	94	79	80	97	68	76

¹ Includes workers in private industry and state and local government. See the Handbook of Methods: National Compensation Measures at www.bls.gov/opub/hom/ncs/home.htm for further explanation.

NOTE: Dash indicates no workers in this category or data did not meet publication criteria. For definitions of major plans, key provisions, and related terms, see the "Glossary of Employee Benefit Terms" at www.bls.gov/ebs/publications/national-compensation-survey-glossary-of-employee-benefit-terms.htm.

² Surveyed occupations are classified into wage categories based on the average wage for the occupation, which may include workers with earnings both above and below the threshold. The categories were formed using percentile estimates generated using data from the National Compensation Survey publication, Employer Costs for Employee Compensation.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

23. Customer Advances for Construction. Refer to the Application generally. Columbia Kentucky can choose the witness best suited to respond to this question. Provide the monthly customer advances balances for 2019, 2020, 2021, 2022, 2023, the base period and included in the forecasted test period rate base. If customer advances are not reflected in the forecasted test period rate base, explain why not.

Response:

Refer to response to AG-2-24 regarding the recording the advance as a reduction to Construction Work in Progress as well as recording offsetting customer advance liability and deferred asset amounts. The monthly balances of the customer advance liability (Account 25200000) and the offsetting deferred asset (Account 18600400) for January 2021 through June 2024 are as follows:

	25200000	18600400
202101	(2,838,725.35)	2,833,412.72
202102	(2,824,444.26)	2,827,732.35
202103	(2,817,204.26)	2,817,204.26
202104	(2,815,671.21)	2,817,204.26
202105	(2,817,449.89)	2,814,335.53
202106	(2,814,954.25)	2,817,449.89
202107	(2,820,071.31)	2,814,954.25
202108	(2,735,949.65)	2,734,453.57
202109	(2,737,978.49)	2,730,554.66
202110	(2,722,979.60)	2,717,584.61
202111	(2,718,376.22)	2,713,711.61
202112	(2,670,785.57)	2,709,478.74
202201	(2,659,227.64)	2,655,255.35
202202	(2,659,227.64)	2,655,219.42
202203	(2,661,072.81)	2,655,219.42
202204	(2,659,273.86)	2,657,064.59
202205	(2,653,298.04)	2,655,265.64
202206	(2,655,140.45)	2,649,745.46
202207	(2,674,933.92)	2,649,745.46
202208	(2,671,237.48)	2,669,538.93
202209	(2,669,900.95)	2,665,842.49
202210	(2,665,632.24)	2,660,237.25
202211	(2,665,152.66)	2,660,237.25
202212	(2,583,160.74)	2,659,757.67
202301	(2,098,004.94)	2,096,840.93
202302	(2,098,004.94)	2,092,609.95
202303	(2,098,004.94)	2,092,609.95
202304	(2,101,523.76)	2,089,460.59
202305	(1,990,051.16)	1,990,858.58
202306	(1,990,051.16)	1,987,743.53
202307	(1,990,051.16)	1,987,743.53
202308	(1,986,528.43)	1,987,743.53
202309	(1,981,908.69)	1,981,133.44
202310	(1,963,876.90)	1,934,626.77
202311	(2,028,282.96)	1,956,361.36
202312	(2,046,217.85)	2,022,887.97
202401	(2,056,890.36)	2,031,505.29
202402	(2,164,623.19)	2,043,528.97
202403	(2,141,361.88)	2,136,420.27
202404	(2,263,885.27)	2,135,966.89
202405	(2,262,454.57)	2,258,490.28
202406	(2,539,280.25)	2,257,059.58

The forecasted balance sheet includes offsetting balances for July 2024 through December 2025 as follows:

- Account 2520000 (\$2,028,382) for each month,
- Account 1820400 \$2,028,382 for each month.

Respondent: Jeffery Gore

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 24. Customer Advances for Construction. Refer to the Application generally. Columbia Kentucky can choose the witness best suited to respond to these questions.
- a. Provide a copy of the Company's customer advances for construction policy.
- b. Identify all changes to the Company's customer advances policy in the last five years.
- c. State whether the Company records interest associated with the customer advances for construction held. If so, provide the interest rate applicable to the forecasted test period balances.
- d. State whether the Company returns the advances for construction to customers.
- e. Provide a description of the purpose of the customer advances for construction policy.
- f. Provide the account numbers in which the customer advances for construction and corresponding interest expense are recorded.
- g. Are the customer advances for construction held in a trust? If not, identify the type of account where the funds are held and describe all restrictions on accessing the funds.

h. Explain how the Company treats customer advances for construction for ratemaking purposes.

Response:

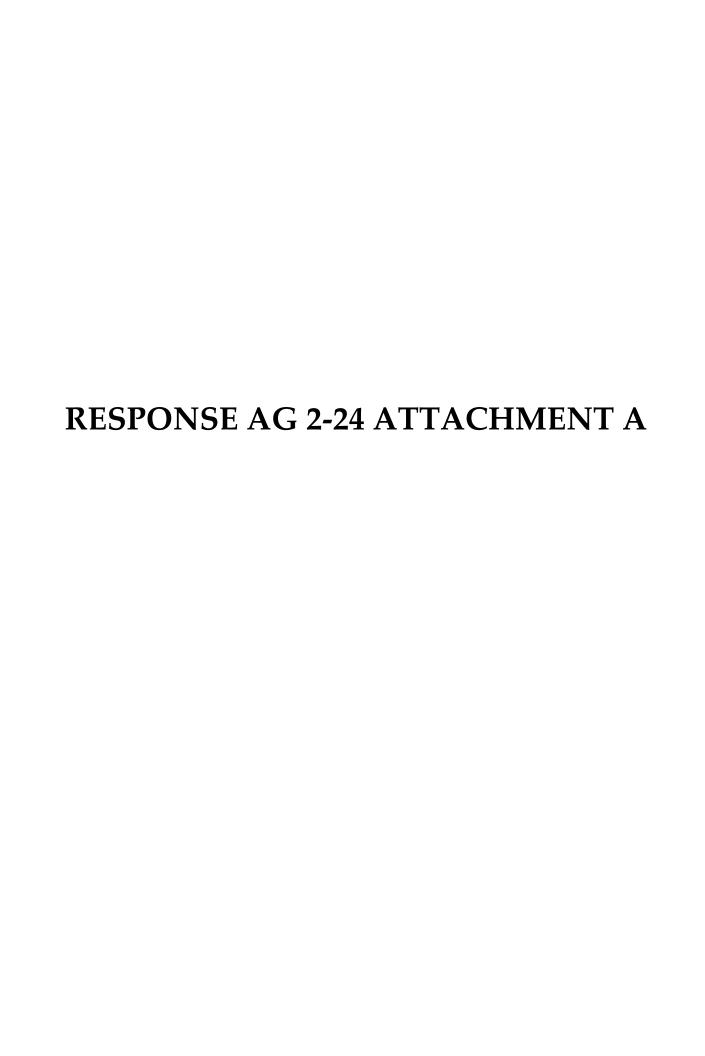
- a. Please refer to KY PSC Case No. 2024-00092 AG 2-24 Attachment A for a copy of the Accounting Policy.
- b. The Accounting Policy provided has not changed since 2013.
- c. The Company does not record interest associated with Customer Advances. Refer to Tariff Sheet No. 62.
- d. The Company does return advances for construction to customers. Refer to the Tariff Sheet No. 62. The Company does provide an annual refund when incremental volumes are sold directly from the distribution main extension which are over an above the volumes used to determine the portion of the distribution main to be done at the Company's expense.
- e. The customer advance policy defines the accounting treatment and related general ledger accounts utilized by the Company.
- f. The account numbers utilized as part of the accounting for customer advances are as follows:

- 107000001 Construction Work in Progress recorded as a credit to the cost of the project requiring the advance.
- 25200000 Customer Advance Liability recorded as a credit to reflect the potential return of the advance.
- 18600400 Deferred Asset recorded as a debit to offset the two credit amounts recorded

g. No, the Company does not hold customer advances in a trust.

h. The customer advance is included as a reduction to the costs of the capital project. Therefore, the actual plant in service is net of the customer advance and only reflects the net cash outlay of the Company. The projected capital spend includes the projected customer advances and therefore also reflects the forecasted net cash outlay of the Company. No further adjustments are necessary to the calculation of rate base.

Customer Advance refunds are recorded as an addition to Construction Work in Progress and then moved into Plant in Service. Additionally, the Customer Advance Liability and Deferred Asset balances are reduced by the amount of the refund.





NSP Q4-2013

To: Network Files
From: NGD Special Studies
Date: October 11, 2013

Re: Customer Advances for Construction

Objective

The purpose of this whitepaper is to memorialize NGD's accounting¹ of Customer Advances for Construction ("customer advances").

Background

A customer advance is money received by a utility to install, improve, replace, or expand facilities (typically line extensions). Customer advances may be received from companies, municipalities, states or other government entities, individuals, and others.

When a customer requests a NGD company to undertake a project, the Company will prepare an economic analysis to determine if an advance is required. If the customer agrees with the specifications and costs, the New Business team will execute a contract between the customer and the company. The agreement specifies the following:

- Amount of deposit,
- Requirements that must be met in order to receive a refund of the deposit in part or in total
- Agreement period (usually 7 10 years), and
- Refund amount.

Once the agreement is signed by both parties, the agreement and deposit check are sent to NGD Accounting, who retains the contract and records the advance to the general ledger.

In most cases, the refundable portion of the customer advance is not known until the end of the contract period since it may take the entire agreement period for the requirements to be met. In the case of customer advances for line extension agreements, the refund would be based on the number of customers connected to the line or the amount of consumption at contract expiration. Details of the refund are included within the signed agreement.

Contracts are reviewed annually by New Business to determine if the requirements of a refund have been triggered prior to the end of the contract. If this is the case, a refund will be remitted earlier than contract expiration.

Accounting Guidance

I. FERC Guidance: Account 252, Customer Advances for Construction: This account shall include advances by customers for construction which are to be refunded either wholly or in part. When a customer is refunded the entire amount to which he is entitled, according to the agreement or rule under which the advance was made, the balance, if any, remaining in this account shall be credited to the respective plant account.

¹ This accounting is not applicable to CMA.



NSP Q4-2013

NGD Response: NGD records all customer advances to Account 252 in accordance with FERC. Once the refund is known, typically at contract expiration, any portion that is determined to be non-refundable is credited to a plant account (Account 101 or 107).

II. ASC 360-10-30: Historical Cost Including Interest

30-1: The historical cost of acquiring an asset includes the costs necessarily incurred to bring it to the condition and location necessary for its intended use. If an asset requires a period of time in which to carry out the activities necessary to bring it to that condition and location, the interest cost incurred during that period as a result of expenditures for the asset is a part of the historical cost of acquiring the asset.

30-2: See the glossary for a definition of activities necessary to bring an asset to the condition and location necessary for its intended use.

ASC Definition of Activities: The term "activities" is to be construed broadly. It encompasses physical construction of the asset. In addition, it includes all the steps required to prepare the asset for its intended use. For example, it includes administrative and technical activities during the preconstruction stage, such as the development of plans or the process of obtaining permits from governmental authorities. It also includes activities undertaken after construction has begun in order to overcome unforeseen obstacles, such as technical problems, labor disputes, or litigation.

NGD Response: Customer advances are not initially recorded to plant since the advance is not NGD's out of pocket cost. Please refer to the journal entries in the Current Account / Conclusion section below. Customer advances are only recorded to plant once the refundable portion is known at contract expiration. Until the refundable portion is determined, the advance is recorded as a debit to Account 186, Miscellaneous Deferred Debits. This conservative approach ensures that only the Company's historical cost is recorded as plant. In addition, the plant assets included in rate base are net of customer advances as the Company is only allowed to earn a return on and of the assets that it finances.

Conclusion

NGD separately identifies the amount it spends on the construction of assets from those amounts financed by customer advances. This is accomplished by crediting plant assets for customer advances and debiting a Miscellaneous Deferred Debit, Account 186 for the same amount. The liability associated with customer advances is recorded in Account 252, Customer Advances for Construction.

Below are the journal entries for customer advances. The scenario below is for illustrative purposes only.

1. To record the Company's cost of construction (labor, materials, etc.) to the work order.

Dr. 107 CWIP 400,000 Cr. 131 Cash 400,000

2. To record the receipt of a customer advance of \$300,000

(Recorded by D. Uddin)

Dr. 131 Cash 300,000

Cr. 252 Customer Advance

300,000



NSP Q4-2013

(Recorded by Asset Accounting)

Dr. 186 Deferred Debit

300,000

300,000 Cr. 107 CWIP

3. To close the remaining construction charges to plant in service (recorded by Asset Accounting)

Dr. 101 Plant in Service

100,000

Cr. 107 CWIP

100,000

4. At contract expiration, it is determined that the customer will receive an 80% refund based on the agreed upon terms. To record the refund of 80% of the advance to the customer after 10 years.

(Recorded by D. Uddin)

Dr. 252 Customer Advance

240,000

Cr. 131 Cash

240,000

(Recorded by Asset Accounting)

Dr. 107/101 CWIP or Plant in Service

240,000

Cr. 186 Deferred Debit

240,000

5. To record the non-refundable portion of the original advance.

(Recorded by D. Uddin)

Dr. 252 Customer Advance

60,000

Cr. 186 Deferred Debit

60,000

Note: We reduced CWIP upon the receipt of CAC, which is why a credit to 101/107 Plant accounts is unnecessary when we determine that a portion of CAC is nonrefundable.

Response to the Attorney General's Data Request Set Two No. 25 Respondent: Beth Owens; Tamaleh Shaeffer

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 25. Profit Sharing. Refer to the Direct Testimony of Beth Owens ("Owens Testimony"), page 27.
- a. Explain how the annual profit sharing amounts are determined.
- b. Identify all employee types (union, non-union, managerial, director, etc.) that are eligible to receive the profit sharing.
- c. Provide the amount of profit sharing expense for employees who are also covered under a defined benefit plan, for each year 2019, 2020, 2021, 2022, 2023, the base period and the forecasted test period.
- d. Provide the number of employees eligible to receive profit sharing for each year 2019, 2020, 2021, 2022 and 2023.
- e. Provide the number of employees who actually received profit sharing in each year 2019, 2020, 2021, 2022 and 2023.

f. Explain how ratepayers benefit from the profit sharing expense. Provide supporting documentation.

Response:

As to the requests for information from prior to Columbia's most recent rate case, please refer to Columbia's Response to the Attorney General's Second Request for Information, No. 70.

- a. The company provides a Retirement Savings Program that includes a discretionary profit sharing component to supplement employee's retirement funds. The amount is 0-2% of employee's eligible earnings (which includes base salary and overtime) and is credited to the employee's retirement savings account once per year. The amount recognized as expensed is 1% of employee's eligible earnings. The percentage actually paid generally aligns with the short-time incentive ("STI") program results. For example, if the STI payout is at 100% (target), the default payout for profit sharing would be at 1% which is the basis utilized in preparing the forecasted amount reflected in the Company's budget.
- b. All employee types are eligible.
- c. As explained in the Direct Testimony of Columbia Witness Owens, at Page 27, "defined benefit plans, are no longer offered to exempt new hires on or after January 1, 2010, and non-exempt new hires on or after January 1, 2013."

In the Tables described and provided below, the Profit Sharing Plan payments has been identified as "Next Generation" in referring to the portion paid representing the employees for who are no longer offered defined benefit plans and "Grandfathered" for those who pre-date. The payment amounts presented below include qualified and non-qualified Profit Sharing Plan funding. Amounts funded to the non-qualified plans are based on compensation over the applicable IRS limit for the year. For reference, in 2024 the compensation limit is \$345,000. The general ledger Profit Sharing Plan Expense is not identifiable by Next Generation and Grandfathered. In addition, the general ledger Profit Sharing Plan Expense in a calendar year represents the amount accrued in the current year for payments to be made in the following year, and recognition of the prior year's payments. Please see KY PSC Case No. 2024-00092 AG 1-99 Attachment A for the Profit Sharing Plan general ledger amounts recorded to Capital and Operations and Maintenance ("O&M") Expense.

Please refer to Table 1 below for the Profit Sharing Plan payments, and the general ledger Profit Sharing Plan Expense for Columbia Direct.

Table 1 – Columbia Direct, Profit Sharing Plan Payments and Expense

	2021 Accrued,	2022 Accrued,	2023 Accrued,		
	Paid in 2022	Paid in 2023	Paid in 2024	<u>BP</u>	<u>FTP</u>
Next Generation Paid	\$139,494	\$130,657	\$231,700	See 2024 Paid	N/A
Grandfathered Paid	\$77,580	\$58,878	\$95,696	See 2024 Paid	N/A
Total Profit Sharing Plan Paid	\$217,074	\$189,535	\$327,396	See 2024 Paid	N/A
Columbia Direct Profit Sharing per GL (AG 1-99 / 1-150, Att. A)	\$149,099	\$103,853	\$193,573	\$175,936	\$114,707

Please refer to Table 2 below for the Profit Sharing Plan information for Total NiSource Corporate Services Company ("NCSC") from Fidelity, and the general ledger Profit Sharing Plans Expense for Total NCSC and the portion allocated to Columbia.

Table 2 – NCSC, Profit Sharing Plan Payments and Expense

	2021 Accrued,	2022 Accrued,	2023 Accrued,		
	<u>Paid in 2022</u>	Paid in 2023	<u>Paid in 2024</u>	<u>BP</u>	<u>FTP</u>
Next Generation Paid	\$1,292,590	\$1,272,091	\$2,674,430	See 2024 Paid	N/A
Grandfathered Paid	\$618,464	\$494,061	\$916,102	See 2024 Paid	N/A
Total Profit Sharing Plan Paid	\$1,911,054	\$1,766,152	\$3,590,532	See 2024 Paid	N/A
Total NCSC Profit Sharing Accrued per GL	\$1,536,641	\$1,223,160	\$2,298,028	\$2,194,157	\$1,443,855
NCSC allocated Profit Sharing to					
Columbia Accrued per GL	\$78,488	\$56,761	\$106,691	\$102,525	\$66,170
(AG 1-99 / 1-150, Att. B)					
Columbia's % Allocation per GL	5.11%	4.64%	4.64%	4.67%	4.58%

d. and e. Please refer to Columbia's Response to Commission Staff's First Request for Information, No. 38 for actual and budgeted headcount for Columbia Gas of Kentucky for historical actual months of January 2021 through April 2024, the Base Period (September 2023 through April 2024 actuals, and May through August 2024 forecast), and the Forecasted Test Period.

Please refer to Columbia's Response to the Attorney General's Second Request for Information, No. 63 for actual and budgeted headcount for NCSC for historical actual months of January 2021 through April 2024, the Base Period (September 2023 through April 2024 actuals, and May through August 2024 forecast), and the Forecasted Test Period. Note, the headcount information in Columbia's Response to the Attorney

General's Second Request for Information, No. 63 represents total NCSC as headcount is not identified / allocated to operating companies.

The number of employees who were paid / received Profit Sharing during the period 2021 to April 2024 can vary from the Company's headcount reported in Columbia's Response to Commission Staff's First Request for Information, No. 38 (Columbia Gas of Kentucky) and Columbia's Response to the Attorney General's Second Request for Information, No. 63 (NCSC) due to attrition (retirements, new hires, leave of absence, etc.).

f. NiSource's total rewards philosophy is to compensate employees and provide benefits that are competitive in comparison to utility industry and general industry employers to attract, retain, and motivate employees who are qualified to perform the functions needed by the Company. This philosophy enables the Company to meet its obligations to provide safe, reliable, and affordable service to its customers. Profit sharing is designed to provide retirement savings for employees within the Retirement Savings Plan, a critical element to employee's retirement needs. It is a benefit that allows the Company to retain and attract new talented employees that are critical for Columbia to maintain high quality of service to our customers, efficiently and safely.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

26. 401(k) expense. Refer to Attorney General's First Request for Information, Item 178 in Case No. 2021-00183. Provide the following information in the same format in the current case.

a. Provide the amount of 401(k) costs expensed within the i) base period and ii) forecasted test period related to employees who are covered under a defined benefit plan.

b. If the Company cannot provide the information in this format, explain in detail why it is no longer able to provide the information as requested.

Response:

Utilizing information provided in Columbia's responses to KY PSC Case No. 2024-00092, Attorney General's DR 1-150 and AG DR 1-81, the 401(k) Plan expense related to employees who are covered under a Defined Benefit Plan is \$294,947 for the Base Period and \$294,544 for the FTP based on the 2023 Grandfathered 401(k) Plan / Defined Benefit Experience Ratio (see Table 2 below). Please see the Table 1 for a comparison of total Company 401(k) Plan Expense per AG DR 1-150, calculated Grandfathered 401(k) Plan

Expense per AG DR 1-81 (Table 2), and Defined Benefit Plan Expense (Pension Expense) per AG DR 1-150 for the Base Period and FTP:

Table 1 - Grandfathered 401(k) Plan Expense and Defined Benefit Plan Expense

Base Period CKY Direct NCSC Allocated Total	Total Company 401(k) Plan Expense (Per AG 1-150) 719,419 470,329 1,189,748	2023 Grandfathered Experience Ratio (Table 2 Below) 24% 26%	Grandfathered 401(k) Plan Expense (Col. 1 x Col. 2) 172,661 122,286 294,947	<u>Defined Benefit</u> (<u>Pension) Expense</u> (Per AG 1-150) 279,194 376,734 655,928
Forecast Period CKY Direct	Total Company 401(k) Plan Expense (Per AG 1-150) 740,884	2023 Grandfathered Experience Ratio (Table 2 Below) 24%	Grandfathered 401(k) Plan Expense (Col. 1 x Col. 2) 177,812	<u>Defined Benefit</u> (Pension) Expense (Per AG 1-150) 231,145

Table 2 – 2023 Grandfathered 401(k) Plan / Defined Benefit Experience Ratio

116,732

294,544

423,726

657,871

26%

448,971

NCSC Allocated

Total

2023 Grandfathered	<u>2023 Total</u>	2023 Grandfathered
401(k) per Fidelity	401(k) per Fidelity	Experience Ratio
(Per AG 1-81)	(Per AG 1-81)	
289,133	1,208,644	24%
3,097,718	11,726,710	26%
	401(k) per Fidelity (Per AG 1-81) 289,133	401(k) per Fidelity 401(k) per Fidelity (Per AG 1-81) (Per AG 1-81) 289,133 1,208,644

Response to the Attorney General's Data Request Set Two No. 27 Respondent: Jeffery Gore and Greg Skinner

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 27. WAM. Refer to the Application, Tab 80, 807 KAR 5:001, Section 16(8)(b), Schedule B-2.1.
- a. Provide the total 13-month average amount associated with the WAM project that is included in the forecasted test period rate base.
- b. Provide documentation supporting the rate base amounts included in the forecasted test period (e.g., invoices, quotes, bids, contracts).

Response:

a. Please see Table 1 below for the details regarding the monthly project plant balances for the three projects: Work Management, Mobile Workforce, and Mobile Mapping (collectively "WAM") included in the forecasted test period rate base.

The WAM project plant balance in the forecasted test period rate base is \$3,284,861.

Table 1

WAM - Plant Rate Base Impact

	Add	itions		Amortization		Amortization	WAM
	303.30	303.99	Balance	303.30	303.99	Reserve	Net Plant
	Other Software	Cloud Software	Plant In Service	Other Software	Cloud Software	Balance	Balance
	(A)	(B)	(C)	(D)	(E)	(F)	(G = C - F)
Dec-2024	0	0	0	0	0	0	0
Jan-2025	99,765	146,818	246,582	277	864	1,141	245,442
Feb-2025	0	0	246,582	554	1,727	3,422	243,160
Mar-2025	0	0	246,582	554	1,727	5,704	240,878
Apr-2025	2,227,920	2,088,787	4,563,290	6,743	14,464	26,910	4,536,380
May-2025	47,451	102,828	4,713,570	13,063	27,835	67,809	4,645,761
Jun-2025	27,437	6,562	4,747,568	13,271	28,511	109,591	4,637,977
Jul-2025	23,263	2,087	4,772,919	13,412	28,565	151,568	4,621,350
Aug-2025	23,263	2,136	4,798,318	13,541	28,592	193,702	4,604,616
Sept-2025	23,263	2,066	4,823,647	13,671	28,619	235,991	4,587,656
Oct-2025	23,263	259,116	5,106,027	13,800	30,337	280,129	4,825,899
Nov-2025	0	0	5,106,027	13,865	32,042	326,035	4,779,992
Dec-2025	0	0	5,106,027	13,865	32,042	371,941	4,734,086
Rate Base							
Impact							
13 Mos Avg			3,421,318			136,457	3,284,861

b.

Table 2 below provides the various components of the WAM capital spend,

Column A details the costs that are included in the rate base as detailed in part a

of this response. Column B details costs related to Enterprise Scheduling &

Dispatch ("ES&D"). This project was rolled into the overall WAM project, but

was not included in the WAM requested in this case. The Company is not

seeking to increase rate base for this incremental investment. Column C reflects

the total anticipated WAM capital costs.

Table 2
Columbia Gas of Kentucky
WAM Capital Spend
(\$ in Millions)

Capital Spend	WAM Requested in Application (A)	Enterprise Scheduling & Dispatch (B)	Anticipated Total WAM (C)		
Software	\$ 0.7	\$ 0.3	\$ 1.0		
Taxes	0.0	0.0	0.1		
Business Labor	0.4	0.0	0.4		
Internal IT Labor	0.3	0.0	0.3		
External IT Labor	3.3	0.4	3.7		
Other Categories	0.3	-	0.3		
Total	\$ 5.1	\$ 0.8	\$ 5.9		

CONFIDENTIAL KY PSC Case No. 2024-00092 AG 1-27 Attachments A through F include copies of major contracts signed with the primary system integration and software providers. Additionally, the Company has contracted with more than a dozen smaller vendors, the work of which will comprise a smaller portion of the work required to complete the WAM Project. Finally, some of the costs attributable to the overall WAM expense for all of NiSource include labor for employees who will be dedicating all of their time to the completion of this project.

ATTACHMENT IS CONFIDENTIAL AND IS BEING FILED UNDER SEAL PURSUANT TO A MOTION FOR CONFIDENTIAL TREATMENT

Response to the Attorney General's Data Request Set Two No. 28

Respondent: Jeffery Gore

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

28. SMRP Plant Balances. Refer to the Application, Tab 80, 807 KAR 5:001, Section 16(8)(b), Schedules B-1 and B-2. Refer also to Columbia Kentucky's response to the Attorney General's First Request, Item 139. Provide the SMRP additions for 2019, 2020, 2022, 2023, forecasted for 2024, the base period and forecasted test period.

Response:

As to the requests for information from prior to Columbia's most recent rate case, please refer to Columbia's Response to the Attorney General's Second Request for Information, No. 70.

The SMRP additions are as follows:

						Forecasted
					Base	Test
<u>Additions</u>	2021 (a)	2022 (b)	<u>2023</u>	<u>2024</u>	<u>Period</u>	<u>Period</u>
376 Mains	41,382,339	31,094,053	30,974,058	21,827,323	24,514,060	25,609,859
378 Plant Regulators	865,992	900,000	0	1,322,903	1,004,233	0
380 Service Lines	7,636,630	7,896,627	12,888,024	16,717,038	15,459,707	9,925,726
382 Meter Installations	49,807	53,316	85,582	221,064	221,719	60,000
383 House Regulators	65,232	69,827	0	154,836	95,018	60,000
Total Additions	50,000,000	40,013,824	43,947,665	40,243,164	41,294,737	35,655,586

- (a) reflects projected amounts included in Case No. 2020-00327. The actual SMRP additions were not accumlated and filed as part of a SMRP Balancing Adjustment.
- (a) reflects projected amounts included in Case No. 2021-00183. The actual SMRP additions were not accumlated and filed as part of a SMRP Balancing Adjustment.

Response to the Attorney General's Data Request Set Two No. 29 Respondent: Tamaleh Shaeffer; Craig Inscho, Nick Bly

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 29. Gross Domestic Product Implicit Price Deflator. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 53.
- a. State whether the Company applied the Gross Domestic Product Implicit Price Deflator to expenses in its 2016 and 2021 rate cases.
- b. State whether the Company applied the Gross Domestic Product Implicit Deflator to all Operations & Maintenance and Administrative & General costs included in the forecasted test period revenue requirement. If not, identify the accounts to which the Gross Domestic Product Implicit Price Deflator was not applied.

Response:

The reference to the Gross Domestic Product Implicit Price Deflator ("GDPIPD") in Columbia's response to KY PSC Case No. 2024-00092, AG DR 1-53 is not in reference to the Unadjusted FTP budget in this case. Per the Direct Testimony of Columbia Witness Shaeffer, the GDPIPD was utilized in applying a rate of inflation to calendar year 2023

actual non-recoverable costs to arrive at a representative proxy for the amounts removed from the FTP 2025 budget in developing the revenue requirement.

- a. As explained in Columbia's response to KY PSC Case No. 2024-00092, AG DR 1-18, Columbia performed a detailed review of its most recent calendar year 2020 general ledger transactions and the GDPIPD (rate of inflation) to arrive at a representative proxy for the adjustment made to the FTP 2022 budget in the Company's prior base rate case, Case No. 2021-00183. Columbia utilized calendar 2023 in performing similar evaluations of the Company's general ledger transactions to determine its FTP ratemaking adjustments presented in this case. Columbia applied an inflation factor in various ratemaking adjustments in its 2016 base rate case, Case No. 2016-00162.
- b. See the response to Part A above, and introduction to this response. To reiterate, Columbia applied the GDPIPD to 2023 actual non-recoverable costs to arrive at a level of costs removed from the 2025 FTP budget. The Company's forecast process does not apply an inflation factor to arrive at the Operations and Maintenance Expense budget. Please see the Direct Testimony of Columbia Witnesses Inscho and Bly for detailed explanations of the process for determining the Company's budget.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

30. Board of Directors. Refer to Columbia Kentucky's response to the Attorney General's

First Request, Item 54.

a. Explain why and when the Company replaced the Board of Directors meetings with

unanimous written consents.

b. Explain how the unanimous written consent process works.

Response:

a. The last meeting of the board of directors for Columbia Gas of Kentucky, Inc. occurred

in 2002. Pursuant to the Kentucky Business Corporation Act, Section 8-210, board action

may be taken without a meeting if the action is taken by all members of the board. This

is generally referred to as action taken by unanimous written consent. There's no

difference between meeting minutes and consent to action without meeting except that

with the latter, a formal meeting has not taken place. There was no formal decision to

move to written consent in lieu of a meeting but rather acting via unanimous written

consent is a customary corporate governance practice and is an effective way to accomplish corporate action.

b. The corporate secretary of the Company is responsible for corporate record keeping. Upon notification of an item that would require board approval, the corporate secretary department is responsible for obtaining sufficient board approval, whether that is through the setting up of a meeting or via a written consent action that is circulated for review and approval of all board members. In either scenario, corporate minutes (whether meeting minutes or unanimous consent) are then stored in the minute book with the records of the company.

Respondent: Chrisley Scott

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 31. Contingencies. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 56.
- a. Provide a copy of the Company's policy regarding application of contingencies to capital projects.
- b. Provide the contingency percentage the Company generally applies to capital projects.

Response:

- a. The Company does not have a formal policy regarding application of contingencies to capital projects. Guidelines are provided to project teams based upon the organizations estimating templates.
- b. Contingency percentages vary depending on project uncertainty and confidence level of information gathered on a case by case basis. There is no set contingency applied to projects, rather the contingency is determined based upon estimate confidence level

ranging from order of magnitude estimate (screening / planning) through to definitive (engineering completed and execution contracts in place).

Response to the Attorney General's Data Request Set Two No. 32 Respondent: Judy Cooper; Jeffery Gore

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 32. Customer Deposits. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 67.
- a. Provide a copy of the Company's customer deposit policy.
- b. Identify all changes to the Company's customer deposit policy in the last five years.
- c. State when the Company pays the interest to customers associated with the deposits held.
- d. State when the Company returns the deposits to customers.
- e. Provide a description of the purpose of the customer deposit policy.
- f. Provide the interest expense paid to customers for each of the years 2019, 2020, 2021,
- 2022, and 2023, and the amount included in the base period and the forecasted test period.
- g. Provide the account numbers in which the customer deposits and the interest expense are recorded.

h. Are the customer deposits held in a trust? If not, identify the type of account where the funds are held and describe all restrictions on accessing the funds.

Response:

In Columbia's Response to the Attorney General's Request Set 1, No. 67, the customer deposit liability balances were provided for actuals through May 2024. The Base Period and Forecasted Test Period balances were not provided. At the time the case was prepared, the forecasted balance of the customer deposit liability would have continued the June 2023 balance that was the last known actual balance for the forecast used in the case preparation. As the customer deposit balance does not change, the forecast just continues on with the last known actual balance. Therefore, the March 2024 through December 2025 forecasted customer deposit balances would reflect the June 2023 actual balance of February actual balance of \$1,969,434.

- a. Refer to KY PSC Case No. 2024-00092 AG 2-32 Attachment A which provides a copy of the Company's Tariff Sheets No. 71 and 72 which provide the customer deposit policy. The Company does not have an accounting policy related to customer deposits.
- b. No changes to the company's customer deposit policy in the last five years.
- c. The Company does pay interest. Please refer to KY PSC Case No. 2024-00092 AG 2-32 Attachment A.

d. The Company does return customer deposits. Please refer to KY PSC Case No. 2024-00092 AG 2-32 Attachment A.

e. The purpose of the policy is to document the administration of the customer deposit transactions.

f. The customer deposit interest expense requested is as follows:

2021 – \$2,085

2022 - \$2,104

2023 - \$86,402

Base Period

- Total Base Period interest expense \$88,731
 - o \$45,994 September 2023 February 2024 actual
 - \$42,737 Forecasted period of March 2024 August 2024 (calculated as monthly forecasted balance of \$1.969,434 x 2023 interest rate of 4.34% X 50% for half a year).

Forecasted Test Period -

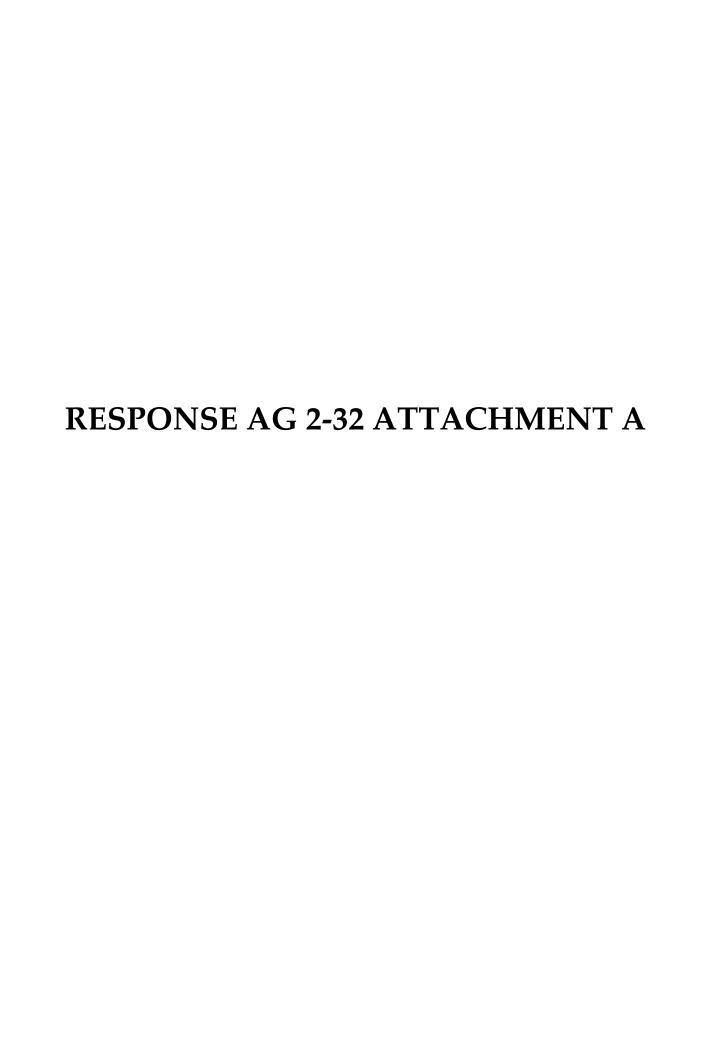
• \$85,473 – (calculated as monthly forecasted balance of \$1.969,434 x 2023 interest rate of 4.34%)

Please note that the interest rate for customer deposits was 0.12%, 0.12%, and 4.34% in calendar years 2021, 2022, and 2023, respectively. The 2024 interest rate is 5.38%.

g.

Account 23500000 – reflects the liability for the customer deposit held by the company.

Account 43105100 – reflects the customer deposit interest expense.



Original Sheet No. 71P.S.C. Ky. No. 5

GENERAL TERMS, CONDITIONS, RULES AND REGULATIONS (Continued)

21. RECONNECTION OF SERVICE - (Continued)

- (3) Agrees to a repayment schedule which would permit Customer to become current in the payment of Customer's bill as soon as possible but no later than October 15. However, if, at the time of application for reconnection, Customer has an outstanding bill in excess of \$600 and agrees to a repayment plan that would pay current charges and makes a good faith reduction in the outstanding bill consistent with Customers ability to pay, then such plan shall be accepted. In addition to payment of current charges, repayment schedules shall provide an option to Customer to select at least one (1) payment of arrearage per month.
- (4) Company shall not require a new deposit from Customer whose service is reconnected due to paragraphs (1), (2), or (3) of this subsection.
- B. Certificate of need for reconnection. Federal and statewide energy assistance programs are administered by the Kentucky Cabinet for Human Resources, Department for Social Insurance. A Customer who is eligible for energy assistance under the department's guidelines or is certified as household with gross income at or below 130 percent of the poverty level, may obtain a certificate of need from the department to be used in obtaining a service reconnection from Company.
- C. Weatherization program. Customers obtaining a certificate of need under this regulation shall agree to accept referral to and utilize weatherization services which are administered by the Cabinet for Human Resources. The provision and acceptance of weatherization services is contingent on the availability of funds and other program guidelines. Weatherization services include, but are not limited to, weather stripping, insulation and caulking.
- D. Customers who are current in their payment plans under subsection A(3) of this section shall not be disconnected.

22. CUSTOMER DEPOSITS

Company may require from any Customer a minimum cash deposit or other guaranty to secure payment of bills, except from those Customers qualifying for service reconnection under the Winter Hardship Reconnection Rules, as stated on Sheet Numbers 70 and 71 of this tariff. Service may be refused or discontinued for failure to pay the requested deposit.

All Customer's deposits shall be based upon actual usage of Customer at the same or similar premises for the most recent 12-month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar Customers and premises in the system. The amount of cash deposit shall not exceed two maissions twelfths (2/12) of Customer's actual or estimated annual bill.

PUBLIC SERVICE. twelfths (2/12) of Customer's actual or estimated annual bill. OF KENTUCKY

FFFECTIVE

DATE OF ISSUE: June 1, 1993

Asu P. Bowner

DATE EFFECTIVE: September 1 1993 SEP 1 1993 SEP

Vice President - Regulatory Services PURSUANT TO 807 KAR 5.011,

KY PSC Case No. 2024-00092 AG 2-32 Attachment A

Page 2 of 2 vised Sheet No. 72

Second Revised Sheet No. 72 Superseding First Revised Sheet No. 72 P.S.C. Ky. No. 5

COLUMBIA GAS OF KENTUCKY, INC.

CURRENTLY EFFECTIVE BILLING RATES

22. CUSTOMER DEPOSITS - (Continued)

A deposit would normally be required, unless waived at Company's discretion, if any of the following circumstances exist:

- 1) New business
- 2) Previous service with bad debt account
- 3) Transient or seasonal employment
- 4) Disconnected due to non-pay
- 5) Renting, short-term employment
- 6) Unemployed and no regular income
- 7) Student, or
- 8) Unable or unwilling to provide identification.
- 9) Unsatisfactory Credit History

If a deposit has been waived or returned and Customer fails to maintain a satisfactory payment record, a deposit may then be required. Company may require a deposit in addition to the initial deposit if Customer's classification of service changes or if there is a substantial change in usage.

Company will refund the deposit to Customer after twelve (12) consecutive months of good credit and payment history. Upon termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to Customer.

Company shall issue to every Customer from whom a deposit is received a receipt of deposit showing, the name of Customer, location of the service or Customer account number, date and amount of the deposit, and informing Customer that they can request a recalculation of the deposit after eighteen (18) months based on actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a Residential Customer or 10 percent for a non-residential Customer, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.

Interest will accrue on all deposits at the rate prescribed by law beginning on the date of the deposit. The interest will be applied as a credit to Customer's bill or will be paid to Customer on an annual basis, except if Customer's bill is delinquent on the anniversary of the deposit date, Company shall not be required to refund or credit interest. If the deposit is refunded or credited to Customer's bill prior to the deposit anniversary date, interest will be paid or credited to Customer's bill on a prorated basis. If interest is not credited to Customer's bill or paid to Customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission Order dated October 31, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to Customer's bill or paid to Customer.

DATE OF ISSUE: June 12, 2012

ISSUED BY: Idensent A. Milly Jr

PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN EXECUTIVE DIRECTOR

TARIFF BRANCH

DATE EFF Bunt Kirtley, 2012

EFFECTIVE

7/12/2012 esident

PURSUANT TO 807 KAR 5:011 SECTION 9:11

Respondent: Elizabeth Owens; Tamaleh Shaeffer

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO THE ATTORNEY GENERAL'S
SECOND REQUEST FOR INFORMATION
DATED JULY 24, 2024

33. 401(k) expense. Refer to Columbia Kentucky's response to the Attorney General's First

Request, Item 81. Confirm that the Company has not reflected any adjustments to exclude

the 401(k) expense associated with employees also covered under a defined benefit

program in the current case. If one has been made, provide the amount and schedule

reference.

Response:

As evidenced in Columbia's response to KY PSC Case No. 2024-00092, AG DR 1-150, the

Company did not make a ratemaking adjustment to the FTP expense for 401(k) Plan or

to the FTP expense for Pension (Defined Benefits Plan). Please refer to the Direct

Testimony of Columbia Witness Owens regarding the inclusion of Retirement Savings

Plans in the Company's FTP budget.

Respondent: Beth Owens

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 34. Mission Medallion Awards program. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 82.
- a. State whether this program will replace an existing incentive program.
- b. Identify the total costs associated with this program that are reflected in the forecasted test period.
- c. Identify all employee types (e.g., union, non-union, entry level, managerial, etc.) that will be eligible to receive the awards.
- d. Explain how ratepayers will benefit from this expense. Provide supporting documentation.

Response:

a. The Mission Medallion Awards program will not replace an existing incentive program.

- b. Awards are not separately budgeted and are therefore not identifiable in the Company's Adjusted FTP. Should an employee receive an award, it will be managed within the departmental total budget.
- c. All employees of the Company who are Director level and below are eligible.
- d. NiSource's total rewards philosophy is to compensate employees and provide benefits that are competitive in comparison to utility industry and general industry employers to attract, retain, and motivate employees who are qualified to perform the functions needed by the Company. This philosophy enables the Company to meet its obligations to provide safe, reliable, and affordable service to its customers.

The Mission Medallion program is designed to provide an opportunity for all employees to nominate another employee for a significant, extraordinary action, above and beyond their assigned day to day roles and responsibilities in the essentials that we deliver every day for our customers and stakeholders: Safety, People & Culture, Operational Excellence, Sustainability, Customer Experience, Financial Stewardship, Policy & Regulatory, and Innovation & Technology. Nominees will be evaluated by a team of judges, then up to ten winning entries across the entire NiSource organization will be selected for the award. This program benefits customers by motivating and rewarding employees to provide extraordinary service, going above and beyond, to our customers.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 35. Gains/Losses. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 85.
- a. Explain how the Company treats gains/losses on sales of utility property for ratemaking purposes.
- b. State whether gains and losses on sales of utility property are recorded above or below the line.

Response:

a. No gain or loss on sale of the Company's utility property were recorded in the income statement since January 1, 2021. The Company records normal depreciable utility property retirements and salvage to Account 108 – Accumulated Reserve in accordance with the FERC Uniform System of Accounts. Land may have gains and losses that would be recorded to account 421.1 - Gain on disposition of property, or to account 421.2 - Loss on disposition of property, respectively, in accordance with the FERC Uniform System of Accounts.

b. The 421.1 and 421.2 accounts are below the line for ratemaking purposes.					

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

36. Gains/Losses. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 85(f). This question originally asked the Company to identify and provide specific details for all planned and pending sales in 2024 and 2025. The Company's response stated there are no pending sales. As originally requested, identify all sales of utility property that are planned for 2024 and 2025, including a description of the property, anticipated sales price, original cost of property, and expected closing date.

Response:

The Company has no planned or pending sales in 2024 and 2025.

Response to the Attorney General's Data Request Set Two No. 37 Respondent: Tamaleh Shaeffer, Craig Inscho, Nick Bly, Beth Owens

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 37. Spot award/discretionary bonus and hire bonus. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 88.
- a. State whether the Company expects to issue spot awards/discretionary bonus and hire bonus in the adjusted forecasted test period.
- b. Identify all employee types (e.g., union, non-union, entry level, managerial, etc.). that are eligible to receive the spot awards, discretionary bonus and hiring bonus.

Response:

- a. Please see Columbia's Response to the Attorney General's First Request, No. 88. Spot Award / Discretionary and Hire Bonus are not separately budgeted, and are therefore not identifiable in the Company's Adjusted FTP. Should a department budget owner choose to recognize an employee's performance through a Spot Award / Discretionary Bonus, they are encouraged to do so within the management of their total budget.
- b. All employees are eligible. In all likelihood, the Company will issue Spot Award / Discretionary and Hire Bonus in the Adjusted FTP as awards have been issued during

each year of the most recent three calendar years (2021 – 2023) as evidenced in Columbia's Response to the Attorney General's First Request, No. 150, specifically Cost Element 9020 - Hire_Spot_Discretionary Bonus.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO THE ATTORNEY GENERAL'S
SECOND REQUEST FOR INFORMATION
DATED JULY 24, 2024

38. Spot award/discretionary bonus and hire bonus. Refer to Columbia Kentucky's

response to the Attorney General's First Request, Item 88. Explain how ratepayers benefit

from the spot award/discretionary bonus and hire bonus expense. Provide supporting

documentation.

Response:

NiSource's total rewards philosophy is to compensate employees and provide benefits

that are competitive in comparison to utility industry and general industry employers to

attract, retain, and motivate employees who are qualified to perform the functions

needed by the Company. This philosophy enables the Company to meet its obligations

to provide safe, reliable, and affordable service to its customers.

Spot award/discretionary bonus is designed to provide an opportunity for leaders to

recognize employees that have gone above and beyond in delivering the essentials to our

customers and stakeholders: Safety, People & Culture, Operational Excellence,

Sustainability, Customer Experience, Financial Stewardship, Policy & Regulatory, and

Innovation & Technology. This program benefits customers by motivating and rewarding employees to for going above and beyond with our customers.

Response to the Attorney General's Data Request Set Two No. 39

Respondent: Judy Cooper

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

39. Audit Reports. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 89. Provide copies of the following reports: 2022 Capital Accounting, 2023 Technology Capital Accounting, and 2024 Executive and BOD Travel & Entertainment Expense Review.

Response:

Please refer to CONFIDENTIAL KY PSC Case No. 2024-00092 AG 2-39 Attachments A, B, and C. The reports are filed with Columbia's Motion for Confidentiality.

RESPONSE AG 2-39 ATTACHMENTS A-C

ATTACHMENTS ARE CONFIDENTIAL AND ARE BEING FILED UNDER SEAL PURSUANT TO A MOTION FOR CONFIDENTIAL TREATMENT

40. Incentive Compensation. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 97. Provide the percentage of incentive compensation related to financial goals for 2023 and 2024 for all the incentive plans (e.g., short-term incentive ("STI"), long-term incentive ("LTI"), Performance Share Units ("PSUs"), etc.).

Response:

Please see Columbia's Response to Attorney General's First Request for Information, No. 94 for the metrics and scorecard results for short-term incentive ("STI") compensation and long-term incentive ("LTI") compensation for calendar year 2023.

Please see Attachment BO-5 to the Direct Testimony of Witness Owens for the metrics for STI and LTI compensation for calendar year 2024.

41. Payroll. Refer to Columbia Kentucky's response to the Attorney General's First

Request, Item 99, and the Application, Tab 82, FR 807 KAR 5:001, WPD-2.4B, line 1.

- a. Explain why the labor (payroll) amounts are different between the two documents.
- b. State which amount is correct.

Response:

Columbia's labor expense of \$11,546,494 in the Company's Application, Tab 82, FR 807 KAR 5:001, Workpaper WPD-2.4.B, Page 17, Line 1 represents the Company's Unadjusted

FTP budgeted labor expense. The Company's FTP labor expense was adjusted to remove

lobbying-related labor expense as shown on Page 29, Workpaper WPD-2.6.G, Line 1 in

the amount of (\$16,549). See Columbia's Responses to Commission Staff's First Request

for Information, No. 13 and Second Request for Information No. 33 for explanation and

support of the 2023 lobbying-related labor expense of \$15,466 multiplied by 2024 (4%) &

2025 (3%) merit increases totaling 7% to arrive at the FTP adjustment of (\$16,549). This

same information is shown on Line 6 of KY PSC Case No. 2024-00092 AG DR 1-150

Attachment A presenting the Unadjusted FTP, Adjustments to the FTP, and Adjusted FTP labor expense amounts for Columbia Direct of \$11,546,494, (\$16,549), and \$11,529,946, respectively.

CONFIDENTIAL Response to the Attorney General's Data Request Set Two No. 42 Respondent: Tamaleh Shaeffer

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

42. Injuries & Damages. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 101. Provide the details regarding the debit amount of \$5,105,455 and the credit amount of \$4,600,000 in June 2023 (i.e., nature of case, settlement or judgment, date incident occurred, amount of payout).

Response:





KY PSC Case No. 2024-00092

Response to the Attorney General's Data Request Set Two No. 43

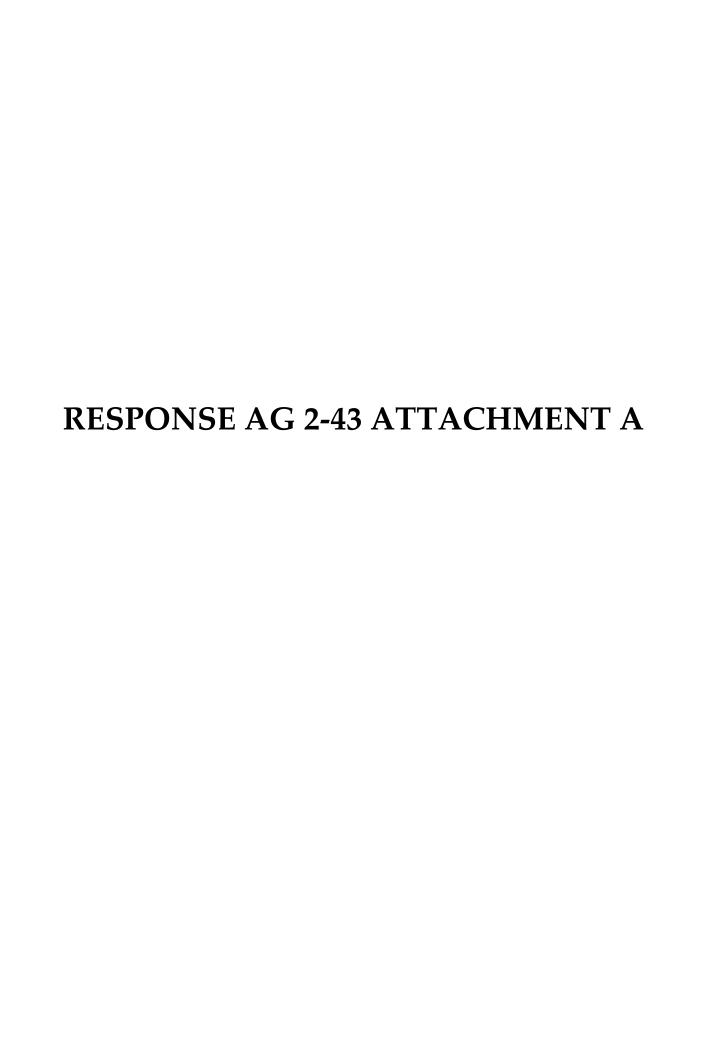
Respondent: Donald Ayers

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

43. Leaks. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 34, Confidential Attachment A, and provide copies of Appendices A through F.

Response:

Please refer to CONFIDENTIAL KY PSC Case No. 2024-00092 AG 2-43 Attachment A.



ATTACHMENT IS CONFIDENTIAL AND IS BEING FILED UNDER SEAL PURSUANT TO A MOTION FOR CONFIDENTIAL TREATMENT

- 44. Rents and Leases. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 147.
- a. Explain the reason for the decrease in direct lease expense in the forecasted test period over 2023 (Attachment A).
- b. Explain the reason for the increase in allocated lease expense in the forecasted test period over 2023 (Attachment B).

Response:

a. The Rents & Leases Expense for Columbia Direct shown in KY PSC Case No. 2024-00092, AG 1-147, Attachment A, decreased in the FTP 2025 as compared to 2023 actuals primarily due to the lease for the Frankfort, KY Mod. In September 2022, the lease ("Lease 1") for the Mod expired. A new lease agreement ("Lease 2") for the Mod was entered into starting in October 2022. On the general ledger, the final payment and lease expense for Lease 1 was recognized in August 2022 (as the lease was prepaid). Between the months of September 2022 and January 2023, there was an

inadvertent lapse in accounting recognition and establishment of Lease 2. Establishment of Lease 2 for these months were realized in an entry on the general ledger in the month of February 2023; additionally, when this entry was recorded a separate entry that is necessary to reclassify the prepayment of the lease to depreciation and interest was erroneously not recorded. As a result, in February 2023 Account 931 Rents and Leases Expense was overstated in the amount of \$112,704, and depreciation (of \$72,134) and interest expense (of \$40,570) was understated. If the entry to reclassify the lease payment to depreciation and interest expense had been recorded, the expense recorded to Account 931 would have been \$13,524 (or \$2,254 x 6 months, as the lease is prepaid) bringing the 2023 *adjusted* Rents and Leases Expense to \$109,729 as compared to the FTP 2025 Rents and Leases Expense of \$115,929.

b. The Rents & Leases Expense for NiSource Corporate Services Company ("NCSC") shown in KY PSC Case No. 2024-00092, AG 1-147, Attachment B, increased in the FTP 2025 as compared to 2023 actuals primarily due to an increase in the rent allocated to Columbia for the Arena District facility in Columbus, Ohio of \$17,449, and a budget mapping error of \$41,607 in the FTP (\$14,256 in the forecasted Base Period) for costs mapped to Columbia's NCSC allocated Rents and Leases Expense that should have been mapped to NCSC allocated Outside Services. The remaining increase is due to increases in other lease obligations. Had the budget mapping error not occurred in Columbia's response to KY PSC Case No. 2024-00092, AG 1-147 and 1-150,

Attachment B, the NCSC allocated Rents and Leases Expense (and Outside Services) for the Base Period and FTP would have been as follows:

AG 1-147/1-150 NCSC As Filed	Actual BP	Forecasted BP	<u>Total</u> <u>BP</u>	<u>Unadjusted</u> <u>FTP</u>	FTP Adj.	Adjusted FTP
Outside Services	4,413,193	3,560,400	7,973,593	6,775,609	(43,327)	6,732,282
Rents and Leases (Buildings)	100,267	113,111	213,378	218,364	(2,102)	216,262
Other Rents & Leases	308,056	342,494	650,550	661,195	(950)	660,245
Total	4,821,516	4,016,006	8,837,522	7,655,168	(46,379)	7,608,789
AG 1-147/1-150 NCSC Corrected	<u>Actual</u> <u>BP</u>	Forecasted BP	<u>Total</u> <u>BP</u>	<u>Unadjusted</u> <u>FTP</u>	FTP Adj.	Adjusted FTP
	·	· · · · · · · · · · · · · · · · · · ·		<u> </u>	<u>FTP Adj.</u> (43,327)	•
NCSC Corrected	<u>BP</u>	BP	<u>BP</u>	FTP	-	<u>FTP</u>
NCSC Corrected Outside Services Rents and Leases	<u>BP</u> 4,413,193	<u>BP</u> 3,574,656	<u>BP</u> 7,987,849	FTP 6,817,216	(43,327)	FTP 6,773,889

Respondent: Nick Bly and Craig Inscho

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

45. Audit Fees. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 150, Attachment A, line 72 and Attachment B, line 78. Explain the reason for the increase in spending for audit fees in the adjusted forecasted test period over the prior years shown. Provide supporting documentation (e.g., bids, quotes, invoices, etc.).

Response:

The increase in spending for the forecasted test year over the prior years is driven by an increase in the base fee from Columbia's external resources. The base fee includes services for, but not limited to, facilitation of audits, accounting, controls, and reporting matters.

Response to the Attorney General's Data Request Set Two No. 46 Respondent: Nick Bly, Craig Inscho, Tamaleh Shaeffer

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 46. Utilities Expense. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 150, Attachment A, line 154 and Attachment B, Line 161.
- a. Explain the reason for the increase in spending for utilities expense in the adjusted forecasted test period over the prior years shown on Attachment A. Provide supporting documentation (e.g., bids, quotes, invoices, etc.).
- b. Explain the reason for the decrease in spending for utilities expense in the adjusted forecasted test period over the prior years shown on Attachment B.

Response:

a. The increase in Utilities Expense over the prior years as shown in KY PSC Case No. 2024-00092 AG DR 1-150, Attachment A, is driven by an increased level of forecasted telecommunications spend. These are expenses related, but not limited to wireless, internet, network, voice, and data related services/charges. The numbers provided in this proceeding are based on a forecasted level of spend, therefore, no supporting documentation can be provided at this time.

b. Utilities Expense for NiSource Corporate Services Company ("NCSC") allocated to Columbia provided in KY PSC Case No. 2024-00092, AG DR 1-150, Attachment B decreased primarily due to a difference between the way budgets and actuals are mapped in the Company's records. This resulted in \$64,705 in the FTP (and \$31,714 in the forecasted Base Period) for costs mapped to NCSC Outside Services that should have been mapped to NCSC Utilities. If this issue did not exist, Columbia's response to KY PSC Case No. 2024-00092, AG DR 1-150, Attachment B, the NCSC allocated Utilities Expense (and Outside Services) for the Base Period and FTP would have been as follows:

AG 1-150/2-44-Corrected NCSC As Filed	<u>Actual</u> <u>BP</u>	Forecasted BP	<u>Total</u> <u>BP</u>	<u>Unadjusted</u> <u>FTP</u>	FTP Adj.	Adjusted FTP
Outside Services (AG 1-150)	4,413,193	3,560,400	7,973,593	6,775,609	(43,327)	6,732,282
PLUS: AG-2-44 Correction	<u>N/A</u>	14,256	<u>14,256</u>	41,607	<u>N/A</u>	41,607
Corrected per AG 2-44	4,413,193	3,574,656	7,987,849	6,817,216	(43,327)	6,773,889
Utilities (AG 1-150)	32,386	2,737	35,123	5,371	(5,619)	(247)
Total	4,445,579	3,577,393	8,022,972	6,822,587	(48,946)	6,773,642
AG 1-150/2-44				<u>Unadjusted</u>		<u>Adjusted</u>
AG 1-150/2-44 NCSC Corrected	BP Actuals	BP Budget	Total BP	<u>Unadjusted</u> <u>FTP</u>	FTP Adj.	Adjusted FTP
	BP Actuals 4,413,193	BP Budget 3,574,656	<u>Total BP</u> 7,987,849	•	FTP Adj. (43,327)	<u> </u>
NCSC Corrected	<u> </u>		<u> </u>	FTP	-	FTP
NCSC Corrected Outside Services per AG 2-44	4,413,193	3,574,656	7,987,849	FTP 6,817,216	(43,327)	FTP 6, <i>773</i> ,889
NCSC Corrected Outside Services per AG 2-44	4,413,193	3,574,656	7,987,849	FTP 6,817,216	(43,327)	FTP 6, <i>773</i> ,889
NCSC Corrected Outside Services per AG 2-44 PLUS: AG-2-46 Correction	4,413,193 N/A	3,574,656 (31,714)	7,987,849 (31,714)	FTP 6,817,216 (64,705)	(43,327) N/A	FTP 6,773,889 (64,705)

47. Allocated Costs. Refer to Columbia Kentucky's response to the Attorney General's

First Request, Item 150, Attachment B. Explain why it is appropriate to apply a Gross

Domestic Product Implicit Price Deflator to determine the forecasted test period amounts

when many of these costs fluctuate or decline in the years shown.

Response:

Columbia's Response to the Attorney General's Request Set 1, No. 150 does not reference

the Gross Domestic Product Implicit Price Deflator ("GDP Deflator"). Pages 10 and 11 of

the Direct Testimony of Witness Bly discusses the use of the GDP Deflator to show the

reasonableness of the O&M expense included in this proceeding. The GDP Deflator

shows that Columbia's proposed level of O&M in the Forecasted Test Period is lower

than what would be expected when considering inflation. The budget process does not

mechanically utilize any inflation factor. The GDP Deflator has been used in previous

Columbia rate cases and has not received negative treatment by the Commission in those

cases.

- 48. Miscellaneous & Other Expense. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 150, Attachment B, line 192.
- a. Explain why the Company has forecasted a negative expense for Miscellaneous & Other Expense in the forecasted test period.
- b. Explain and show the calculations as to how the unadjusted forecasted test period amount of (\$424,018) was derived.

Response:

- a. Please refer to Columbia's Response to the Attorney General's Request Set 1, No.
 63 for an overview and discussion of planning methodologies for NCSC;
 specifically, the section titled "Other, negative value is the product of "Flat" O&M
 Targets".
- b. (\$424,018) represents the difference between the projected budget for Columbia based on core inputs (labor, outside services, etc.) and the budget that Columbia will hold itself to in order to achieve the publicly stated objective to maintain Flat

O&M at the NiSource Inc. consolidated level. Columbia is not certain what exact steps will be taken in order to achieve this savings, but its inclusion in the revenue requirement for this case ensure that customers benefit from this reduction. To elaborate with an example, imagine a department that has 10 people making \$50,000, employee expenses of \$10,000, and a software subscription of \$25,000. The total initial budget for this department is \$535,000. Once all budgets are consolidated and the review process has been completed, it may be determined this particular department will need to operate with a budget of \$515,000. When this is communicated to the department leader(s), they likely will not know how that will be achieved and will need to figure it out in-flight; therefore, a negative Other O&M value will be added to their budget in the amount of \$20,000. The \$428,018 referenced above is the combination of the process just described for all NCSC budgets allocated to Columbia.

49. Severance. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 150, Attachment A, line 185 and Attachment B, Line 175, and Columbia Kentucky's response to the Attorney General's First Request, Item 155. In Attachments A & B, the Company has budgeted totals in the adjusted forecasted test period for "Miscellaneous & Other." Given that amounts were incurred for Severance in 2021-2023, explain whether severance expense is embedded in the adjusted forecasted test period.

Response:

While Columbia had actual severance expense in 2021-2023, the company has not forecasted severance expenses in the forecasted test period.

Respondent: Tamaleh Shaeffer

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

50. Severance. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 150, Attachment A, line 185. Explain why the severance expense was negative in 2022.

Response:

In 2020-2021, NiSource offered certain employees the opportunity to participate in a Voluntary Separation Program ("VSP"). At the close of 2021, Columbia had accrued \$360,552 for severance related to the VSP and normal / traditional severance. In the 2022, the severance accruals were reversed and the actual payment of severance was recognized.

Response to the Attorney General's Data Request Set Two No. 51 Respondent: Tamaleh Shaeffer, Kristen King, Nick Bly, Beth Owens

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

51. SERP. Refer to Columbia Kentucky's response to the Attorney General's First Request, Items 152 – 154, and the Company's response to the Attorney General's First Request, Item 150, Attachment B, lines 45-51. The Company's responses to Items 152, 153, and 154 state that the expense for Supplemental Executive Retirement Plan ("SERP") for the forecasted test period in this proceeding is -0-. In response to Item 150, Attachment B, the Company has budgeted totals in the adjusted forecasted test period for pension expenses. Given that amounts were incurred for SERP in 2021 – 2023 as part of pension expense, explain how no SERP expense is included in the adjusted forecasted test period. If amounts are embedded for SERP in pension expense, provide the supplemental answers to the Attorney General's First Request, Items 152 – 154, as originally requested.

Response:

Columbia's response to Attorney General's DRs 1-152, 1-153, and 1-154 reporting of Supplemental Executive Retirement Plan ("SERP") expense of \$0 was in respect to

Columbia Direct SERP costs (as evidenced in KY PSC Case No. 2024-00092 AG 1-150 Attachment A).

Costs allocated to Columbia by NiSource Corporate Services Company ("NCSC") and reported in KY PSC Case No. 2024-00092 AG 1-150 Attachment B as Pension SERP Expense - Service and Pension SERP Expense - Non-Service include costs related to SERP and the non-qualified pension restoration plan ("PRP"). The amounts reported to Pension SERP Expense - Service are 100% PRP. The amounts reported to Pension SERP Expense - Non-Service is a total of SERP and PRP costs. The amount of NCSC Pension SERP Expense - Non-Service allocated to Columbia is as follows:

NCSC SERP Allocated to Columbia	2021	2022	2023	
Pension SERP – Non-Service	\$46,026	\$50,965	\$51,058	
Pension PRP – Non-Service	<u>\$19,965</u>	<u>\$6,668</u>	<u>\$10,006</u>	
Pension SERP/PRP - Non-Service	\$65,991	\$57,633	\$61,064	
	Actual	Forecasted	Total	
NCSC SERP Allocated to Columbia	Actual <u>BP</u>	Forecasted <u>BP</u>	Total <u>BP</u>	<u>FTP</u>
NCSC SERP Allocated to Columbia Pension SERP – Non-Service		1 01 0000000	- 0 00	<u>FTP</u> \$54,141
	<u>BP</u>	BP	BP	

Accordingly, Columbia responds to the Attorney General's first set of SERP data requests as follows:

AG DR 1-152:

Q: Refer to the Application generally. Describe the benefits to customers provided by the Company's SERP plan.

A: NiSource's total rewards philosophy is to compensate employees and provide benefits that are competitive in comparison to utility industry and general industry employers to attract, retain, and motivate employees who are qualified to perform the functions needed by the Company. This philosophy enables the Company to meet its obligations to provide safe, reliable, and affordable service to its customers. The SERP plan provides retirement savings for a small number of retired employees. This allowed the Company to retain talented employees that were critical to maintain high quality of service to our customers, efficiently and safely.

AG DR 1-153:

Q: Refer to the Application generally. Identify both the number of employees eligible for SERP and the number of employees ineligible for SERP in 2023, the BP and the FTP.

A: No current employees are eligible for SERP. The expense is related to retired employees.

AG DR 1-154:

Q: Refer to the Application generally. Explain how eligibility for SERP is determined.

A: Current employees are not eligible for SERP.

Response to the Attorney General's Data Request Set Two No. 52 Respondent: Tamaleh Shaeffer, Kristen King, Craig Inscho, Nick Bly

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 52. Temporary employee expense. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 161. The Company objected to this request by stating that, "the term 'temporary help' is unreasonably broad and not defined. As such, Columbia is uncertain what information is being sought." However, in the Company's response to the Attorney General's First Request, Item 150, Attachments A and B, the Company uses the term "temporary personnel services." The Attorney General clarifies the question as follows:
- a. As originally requested, provide the total (direct and allocated) amounts of expense for temporary employees (i.e. employees retained through a temporary hiring agency, interns, etc.) for each of the years 2019, 2020, 2021, 2022, 2023, the base period and the forecasted test period.
- b. For any year over year increases over 10%, explain the reason for the increase.

Response:

As to the requests for information from prior to Columbia's most recent rate case, please refer to Columbia's Response to the Attorney General's Second Request for Information, No. 70.

Please refer to KY PSC Case No. 2024-00092 AG 1-150 Attachment A (Columbia Direct) and Attachment B (NiSource Corporate Services Company ("NCSC") allocated to Columbia) for actual 2021, 2022, 2023 expense for Operations and Maintenance Expense cost category Outside Services, Cost Element 3011 – Temporary Personnel Services. Columbia's budget is not maintained at a Cost Element level of detail; as such, a proxy was developed by utilizing calendar year 2023 as a basis of allocation to derive the amount of Temporary Personnel Services associated with the Outside Services forecast as shown below. The calculated expense for Temporary Personnel Services totals \$302,228 for the Base Period, and \$275,111 for the Forecasted Test Period.

		2023		Actual BP		Foreca	sted BP	Total BP
	2023	Temporary		Temporary	Forecasted	d BP Temp	orary	Temporary
	Outside	Personnel	%	Personnel	Outside	e Pers	onnel	Personnel
	Services	Services	Allocation	Services	Service	s Serv	vices	Services
Base Period	(A)	(B)	(C)	(D)	(E)	(F=]	ExC)	(G=D+F)
Columbia	6,374,735	79,719	1.3%	35,680	3,766,	442	47,101	82,781
NCSC Allocated	7,500,831	219,762	2.9%	115,133	3,560,	,400	104,314	219,447
Total	13,875,566	299,481	2.2%	150,813	7,326,	,842	151,415	302,228
						2025	20)25
		2023		2025	Un	adjusted FTP	Adjust	ted FTP
	2023	Temporary		Unadjuste	d FTP	Temporary	Temp	oorary
	Outside	Personnel	%	Outsid	e	Personnel	Pers	onnel
	Services	Services	Allocation	Service	S	Services	Ser	vices
Forecasted Test Period	(A)	(B)	(C)	(D)		(E=DxC)	(F	=E)
Columbia	6,374,735	79,719	1.3%	6,125	5,077	76,597		76,597

NCSC Allocated	7,500,831	219,762	2.9%	6,775,609	198,514	198,514
Total	13,875,566	299,481	2.2%	12,900,686	275,111	275,111

Response to the Attorney General's Data Request Set Two No. 53 Respondent: Craig Inscho; Donald Ayers

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 53. Third party damages. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 164.
- a. Explain the reason why the Company has forecasted a decrease for third party damages in the forecasted test period over the prior year amounts.
- b. Explain how the forecasted test period amount was derived, and show supporting calculations.

Response:

- a. The forecasted test period was developed based on 2022 actuals which saw a significant decrease due to damages resulting in more capital replacement than O&M repair. The assumption is for this trend to continue into the forecasted period.
- b. Please refer to part (a) of this response.

Respondent: Donald Ayers

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

54. Vegetation Management. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 170(a), which requested budgeted vegetation management expense for each of the years 2019, 2020, 2021, 2022, 2023, 2024 and 2025. The Company refers to its response to the Attorney General's First Request, Item 149. The Company's response to the Attorney General's First Request, Item 149 refers to the Company's response to the Attorney General's First Request, Item 150. The Company's response to the Attorney General's First Request, Item 150 provides actual amounts for 2021 – 2023 for its expense categories and the forecasted amounts for the base period and the forecasted test period. No other budgeted amounts are shown in the Company's responses to the Attorney General's First Request, Items 149, 150, or 170. As originally requested, provide the budgeted amounts of vegetation management expense for each of the years 2019, 2020, 2021, 2022, 2023, and 2024.

Response:

As to the requests for information from prior to Columbia's most recent rate case, please refer to Columbia's Response to the Attorney General's Second Request for Information, No. 70.

Vegetation Management]
	2021		
Budget	Linear Ft	Miles	
\$			
135,400	15600	3.0	
	2022		
Budget	Linear Ft	Miles	
\$	10550	20.4	
440,039	107780	20.4	
	2022		
D 1 4	2023	3.61	
Budget	Linear Ft	Miles	
\$ 240,039	63730	12.1	
210,037	03730	12.1	
	2024		
Budget	Linear Ft	Miles	
\$			
232,790	48000	9.1	Projected
	2025		
Budget	Linear Ft	Miles	
\$			
360,623	40000	7.6	Projected

Respondent: Donald Ayers

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

55. Vegetation Management. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 170 (d). Explain why the Company is forecasting a decrease in vegetation management expense in the forecasted test period over the prior years shown.

Response:

Columbia Kentucky is focusing primarily on spray applications. Large growth and medium growth management will be performed only to facilitate maintenance requirement (e.g. leakage inspection).

Response to the Attorney General's Data Request Set Two No. 56 Respondent: Donald Ayers

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 56. Vegetation Management. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 171.
- a. Explain what the "KY Extra Spend" represents in the table.
- b. Explain what the abbreviation "LF" refers to in the table.

Response:

- a. "Ky Extra Spend" is O&M dollars that becomes available from other areas or functions.
- b. "LF" stands for linear feet.

57. Vegetation Management. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 171(a), which requested the total budgeted miles trimmed for each of the following years: 2019, 2020, 2021, 2022, 2023, 2024, and 2025. The response did not provide budgeted miles trimmed. As such, provide the total budgeted miles trimmed for each of the following years: 2019, 2020, 2021, 2022, 2023, 2024, and 2025.

Response:

As to the requests for information from prior to Columbia's most recent rate case, please refer to Columbia's Response to the Attorney General's Second Request for Information, No. 70. For all other years, please refer to the table below.

Vegetation		
Management		
	2021	
Budget	Linear Ft.	Miles
\$		
135,400	15,600	3.0
	2022	
	Linear Ft	Miles

\$		
440,039	107780	20.4
	2023	
	Linear Ft	Miles
\$		
240,039	63730	12.1
	2024	
	Linear Ft	Miles
\$		
232,790	24000	4.5
	2025	
	Linear Ft	Miles
\$		
360,623	40000	7.6

Respondent: Nick Bly

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION **DATED JULY 24, 2024**

58. WAM O&M. Refer to Columbia Kentucky's response to the Attorney General's First

Request, Item 174.

a. Provide a description of the WAM O&M expenses.

b. Provide the actual WAM O&M expenses for 2019, 2020, 2021, 2022, 2023, and included

in the base period and the forecasted test period.

Response:

a. WAM O&M expenses are costs incurred throughout the project associated with

preliminary planning, process re-engineering, data conversion, change management

and training that are necessary to fully support the capital investment.

b. 2021: \$0

2022: \$103,282

2023: \$256,903

Base Period: \$323,390

Forecasted Test Period: \$700,000

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 59. Cost Savings. Refer to Columbia Kentucky's response to the Commission Staff's First Request for Information ("Commission Staff's First Request"), Item 1(b), which states, "however, the revenue requirement in its Application assumes Columbia will achieve certain levels of O&M savings."
- a. Identify the amount of savings and the schedule where these cost savings are reflected.

 Show all supporting calculations.
- b. For cost savings that are not reflected in the pending case, but are realized before the Company files its next rate case, explain how those savings would flow back to ratepayers.

Response:

a. Please refer to the Application filed by Columbia in this proceeding. The net impact of Columbia's budgeted cost savings is provided throughout the Cost of Service schedules (i.e. they are not separately identified in the budget data).

b. Please refer to Columbia's Response to the Attorney General's First Request for Information, No. 63 for an overview and discussion of planning methodologies for NCSC; cost savings can be identified therein as "Other, negative value is the product of "Flat" O&M Targets". An important note is that these cost savings are included in the O&M submitted for this proceeding, and as such are already flowing back to ratepayers. For Columbia direct expenses, the same methodology applies.

Response to the Attorney General's Data Request Set Two No. 60 Respondent: Chrisley Scott; Donald Ayers

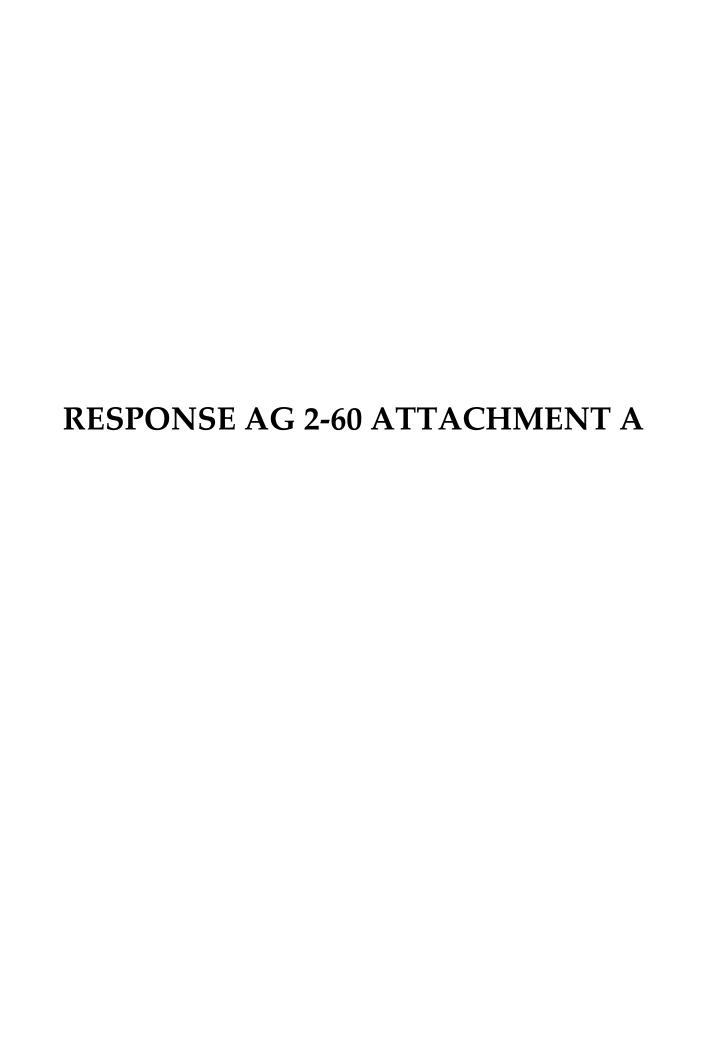
COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 60. Capital Projects. Refer to Columbia Kentucky's response to the Commission Staff's First Request, Item 25, Attachment A. Provide a copy of the Company's standard document requesting internal approval for a capital project (e.g., requisition, request for authorization, etc.) for the following projects:
- a. 21026119200 PM Lake Carnico Replacement, and
- b. 21026120400 PM Toyota ILI Replacements.

Response:

a. and b. Please refer to CONFIDENTIAL KY PSC Case No. 2024-00092 AG 2-60

Attachment A, which encompasses both projects requested.





Project Budget Request

Project Information

Project Name Toyota Pipeline ILI Project

Project Sponsor Gary Sullivan/Keith Dalton

Date Prepared 2/11/2021-08/11/2022

Company Columbia Gas of Kentucky

Location Multiple

Business Class Betterment – Pipeline Safety Risk Mitigation

Amount \$17,000,000 \$23,931,119 million

Construction Year(s) 2021 – 2022

Reference Number 32.01013

Approval Authority

	Routing Path	Required
Leader Field Engineering		
Manager Field Engineering	Gary Sullivan	\boxtimes
Director Gas Engineering	M. Rust	\boxtimes
VP Safety Management & Engineering	W. Mojica	×
Corporate Approvals	See Capital Governance Policy	×

Additional Conditions

Form (2015-11) Page 1 of 4

Project Description & Overview

- Due to changes in project scope, unforeseen schedule impacts, and increased abandonment costs the project will require additional funds to be completed.
- This project will provide NiSource the ability to perform inline inspection on the Toyota Line in Kentucky
- It supports NiSource's strategic safety initiative so the we can determine more precisely the condition of the pipeline. It will also fulfill the requirements of PHMSA's mega rule.
- The capital will be used to install a pig launcher, pig receiver, barred tees, and long radius ells, and potentially replacement pipe found to be in poor condition.
- The project is expected to be Bid and completed years 2020 and conclude by September of 2021 November 2022.
- The project is not currently an element of a regulatory program, but would be submitted for Commission approval for Kentucky's SMRP.
- It is unclear if a Certificate of Public Convenience and Necessity would be required.
- Existing MAOP: 720 psig
 New MAOP: 720 psig
- Pipeline Summary: 52 miles 12" CSHP, 78' of 8" CSHP, 485' 6" CSHP, 1330' 4" CSHP, and 177'– 2" CSHP # of Supply Stations: 1
- # of Stations supplied: 6
 # of Sectionalizing Valves: 17
- Key Customers: Toyota Motor Manufacturing
- Number of high consequence areas: 5
- Miles of Class 1: 34
- Miles of Class 2: 12
- Miles of Class 3: 6

Alternative Solutions

- Of the Class 3, 37% falls in an HCA
- Refer to the attached "ILI Feasibility Study" prepared by Campos, EPC for specifics
- The inline inspection will facilitate identification of unknown location of certain elbows of questionable material specifications. These elbows are currently limiting the MOP of the pipeline to below previously established levels. Future projected loads necessitate the MOP be raised. After the inline inspection, the elbows can be excavated for identification and replaced if needed.

Form (2015-11) Page 2 of 4

Case No. 2024-00092 AG 2-60 Attachment A Page 3 of 4

Financial Analysis	□ N/A
Financial Models	□ N/A
Additional Information	□ N/A

Form (2015-11) Page 3 of 4

Case No. 2024-00092 AG 2-60 Attachment A Page 4 of 4

Form (2015-11) Page 4 of 4

Respondent: Chrisley Scott; Donald Ayers

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

61. CWIP. Refer to Columbia Kentucky's response to the Commission Staff's First Request, Item 26, Attachment A. Provide a copy of the Company's standard document requesting internal approval for a capital project (e.g., requisition, request for authorization, etc.) for the following projects:

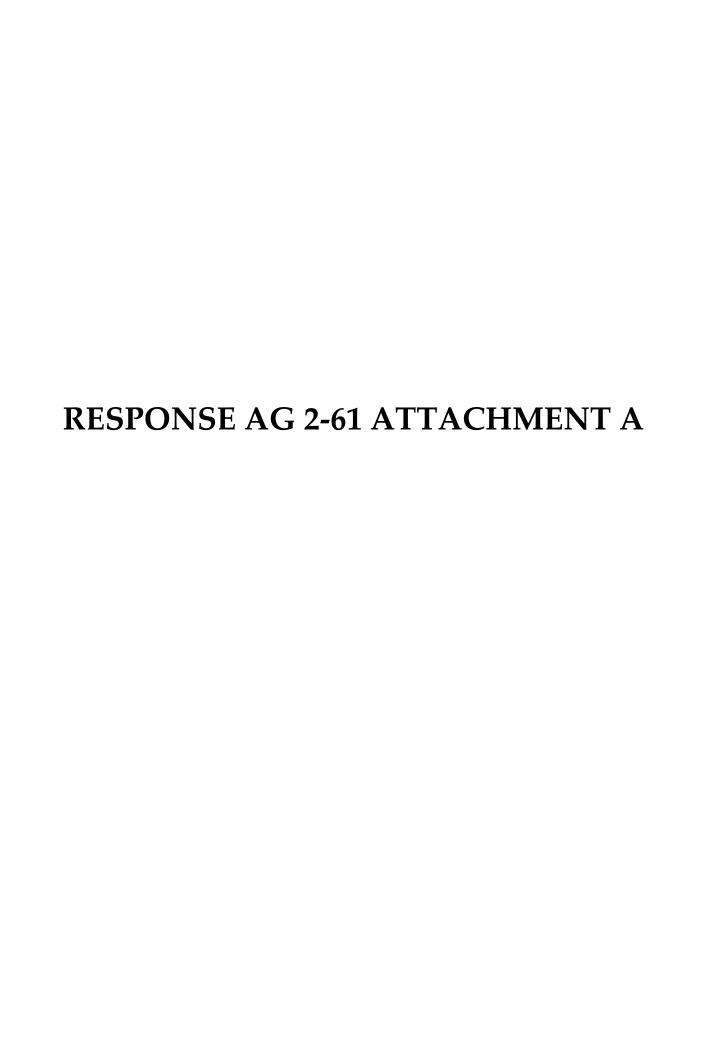
- a. Line 42 18026776700,
- b. Line 55 22026163500,
- c. Line 57 22026170800, and
- d. Line 186 22026163100.

Response:

- a. Please refer to CONFIDENTIAL KY PSC Case No. 2024-00092 AG 2-61 Attachment
 - A.
- b. Please refer to CONFIDENTIAL KY PSC Case No. 2024-00092 AG 2-61 Attachment

В.

c.	Please refer to CONFIDENTIAL KY PSC Case No. 2024-00092 AG 2-61 Attachment
	C.
d.	The requested documentation for this project does not exist for this specific line.





Project Budget Request

Project Information

Project Name SMRP Highland Parkway

Project Sponsor Madison Oliver, Field Engineering

Date Prepared 6/8/2023

Company Columbia Gas of KY

Location Frankfort, Franklin County KY

Business Class Age & Condition

Amount \$3.01 million

Construction Year(s) 2024

Reference Number 21-77723

Approval Authority Routing Path Required Leader Field Engineering J. Parsley \boxtimes Manager Field Engineering \boxtimes J. Parsley **Director Gas Engineering** E. Belle \boxtimes P. Potvin **Director New Business VP Customer Operations** M. Caddell VP Engineering & Standards E. Belle See Capital Corporate Approvals Governance Policy **Additional Conditions**

Form (2015-11) Page 1 of 3

Project Description & Overview

- Project will abandon existing BS/CS HP and replace it with new 12" CSHP.
- The allocated budget will be used to replace 3,439' of pipe including 2,806' of priority pipe including an existing RR Crossing.
- Project will eliminate a long section of single fed BSHP and add additional capacity to the HP system. Additionally the project will eliminate a section of the existing line that is run in close proximity to houses and through residential properties which creates potential risks.
- Project will include hydrostatic testing of the new facilities per NiSource's pending standard update to GS 1500.001 Section 5.3. Below is the testing parameters for this work.

Di	ESIGN DATA			
DESIGN FACTOR:	0.4	REF. CFR 192.111		
DESIGN PRESSURE:	270 PSIG	≥ MAOP		
MINIMUM TEST PRESSURE:	405 PSIG	1.5 * DESIGN PRESSURE		
MAXIMUM TEST PRESSURE:	445 PSIG	PER ANSI B16.5		
MINIMUM TEST DURATION:	1 HOUR PER G.S. 1500			
PERCENT SMYS AT DESIGN	vice wind	% SMYS BASED ON:		
PRESSURE:	12.3%	12", 0.250" w, X-52		
PERCENT SMYS AT MINIMUM	do de	% SMYS BASED ON:		
TEST PRESSURE:	19.9%	12", 0.250" w, X-52		
PERCENT SMYS AT MAXIMUM	01.00	% SMYS BASED ON:		
TEST_PRESSURE:	21.8%	12", 0.250" w, X-52		
MAOP LIMITING ELEMENT:	PRESSURE TEST			
ASSEMBLED DESIGN PRESSURE:	250 PSIG (System MAOIF)			
TEST MEDIUM:	WATER			
PERCENT X-RAY:	PER GAS STANDARD			

- A third party vendor will be engaged on this project to assess the feasibility and cost of performing cross compression on the abandoned pipe associated with the job. There are contingency funds included in the project estimate to account for this additional cost.
- Project support SMRP goals and will remove bare steel from the system.
- Expected to start in 2024 and be completed in 2024.
- Cost Estimate:

Main	\$3,000,639
Station	\$0
Service Line & Meter	\$0
Total Estimated Cost	\$3,000,639
Estimated Main Cost per foot Installed	\$676.58/ft.

Existing MAOP: 250 PSIG
 New MAOP: 250 PSIG

• # of Service Lines: 0 # of Reconnects: 0

• # of Meter Move-Outs: 0

• Summary of Main(s) to be Installed:

LENGTH	SIZE	KIND
4,310 FT	12"	CSHP

Form (2015-11) Page 2 of 3

10 FT	8"	CSHP
115 FT	18"	Casing Pipe
4,435	Feet Total to Install	

Summary of Main(s) to be Retired:

LENGTH	SIZE	KIND
2,806 FT	8"	BSHP
499 FT	8"	UNK-HP
134 FT	8"	CSHP
3,439	Feet Total to R	etire

- Uptime MRP:
 - NOTE: If information below is not available, be sure to list the MRP scenario score in this section.

Project Name:	SMRP Highland Parkway	
Project Length:	6,751	
Total Risk Reduction (TRR):	\$19,033.51	
Risk Reduction per ft (RRFT):	\$2.82	

Alternative Solutions

 Main size of 8" CSHP was considered for the entire project. This solution would not allow for the recommended delivery conditions or future growth per Gas System Planning.

Agreements	⊠ N/A
Accounting & Tax Implications	⊠ N/A
to insufficient records and incorr	□ N/A still being live in old mains to be abandoned due ect mapping. CKY plans to mitigate this risk by abandoned to ensure that the mains are

Success Criteria

- Project completed without any accidents, injuries, or safety related issues.
- Project completed without any environmental related incidents.
- Project completed prior to commit date and with minimum budget variance.

Exit Strategies

N/A

Financial Analysis

N/A

Financial Models

N/A

Additional Information

N/A

Form (2015-11) Page 3 of 3



INSTALLATION ORDER NUMBER 18-0267767-00 ABANDONMENT ORDER NUMBER 18-0267768-00 **PROJECT ID 21-77723** SMRP HIGHLAND PARKWAY REPLACEMENT

JOB TYPE: REPLACEMENT (557,558)

PROJECT INFORMATION

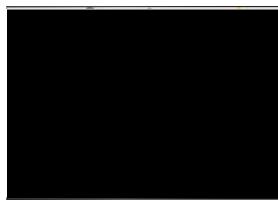
FIELD ENGINEER/TECHNICIAN: BRAD SNEED/MADISON OLIVER CONSTRUCTION FLL: JOHN SMITH/CODY STEELE RAILROAD PERMIT PERMITS: CITY PERMIT ENVIRONMENTAL PERMIT TCC/LOA: FRANKFORT (2623) COUNTY: FRANKLIN TAX DISTRICT/TOWNSHIP ID: 0735007 6688228J, 6688228N 24 HR, EMERGENCY LINE: 1-800-432-9515

	VALVES PLANNED FOR ABANDONMENT							
			ABANDONED VALVE		DISPOSITION			
NO.	FACILITY	LOCATION DESCRIPTION	INSE		VALVE REMOVED IND BOX: ABOVE GROUND	VALVE, VALVE BOX &	VALVE REMARKS IN PLACE BOX & ID	VALVE REMARKS IN PLACE: BOX MULED W
			YES*	NO	MYNE)	LID REMOVED	REMOVED	DONCRETE
#		N/A						
ø								
#								
#								
#								
	* - IF "YES," APPROVAL AND REASON ARE REQUIRED AND SHALL BE DOCUMENTED.							
NOTE	NOTE: IF VALVE COULD NOT BE LOCATED, MAKE APPLICABLE COMMENT IN ABOVE TABLE.							

	DESIGN DATA				
DESIGN FACTOR:	0.4	REF. CFR 192.111			
DESIGN PRESSURE:	270 PSIG ≥ MAOP				
MINIMUM TEST PRESSURE:	405 PSIG 1.5 x DESIGN PRESSUI				
MAXIMUM TEST PRESSURE:	445 PSIG PER ANSI B16.5				
MINIMUM TEST DURATION:	1 HOUR PER G.S. 1500 SEF				
PERCENT SMYS AT DESIGN	12.3%	% SMYS BASED ON:			
PRESSURE:	12.3%	12", 0.250" w, X-52			
PERCENT SMYS AT MINIMUM	19.9%	% SMYS BASED ON:			
TEST PRESSURE:	19.9%	12", 0.250" w, X-52			
PERCENT SMYS AT MAXIMUM	21.8%	% SMYS BASED ON:			
TEST PRESSURE:	21.0%	12", 0.250" w, X-52			
MAOP LIMITING ELEMENT:	PRESSURE TEST				
ASSEMBLED DESIGN PRESSURE:	250 PSIG (System MAOP)				
TEST MEDIUM:	WATER				
DEBOENT Y_PAY-	DED CAS STANDARD				

			USING (1) 8" SPI
IM TEST DURATION:	1 HOUR	PER G.S. 1500 SERIES	00114 (1) 0 011
T SMYS AT DESIGN	12.3%	% SMYS BASED ON:	
PRESSURE:	12.3%	12", 0.250" w, X-52	
SWYS AT MINIMUM		% SMYS BASED ON:	Proposed Facilities - Distribution Main Required System Data
TEST PRESSURE:	19.9%	12", 0.250" w, X-52	Pressure System Name LEXINGTON-DKT HP
SMYS AT MAXIMUM TEST PRESSURE:	21.8%	% SMYS BASED ON:	Pressure System Number 32010087
		12", 0.250" w, X-52	MAOP Defining WO Reference x
LIMITING FLEMENT:	000	SSURE TEST	Operating Pressure (PSIG) 250
LIMITING ELEMENT:	PRE	SSURE IESI	Minimum Test Pressure (PSIG) 405
ASSEMBLED DESIGN		250 PSIG (System MAOP)	Maximum Test Pressure (PSIG) 445
PRESSURE:		(30 F30 (System MACOF)	Feature MAOP PSIG 270
TEST MEDIUM:	WATER		170000000000000000000000000000000000000
PERCENT X-RAY:	PER G	GAS STANDARD	

VICINITY MAP



PROJECT DESCRIPTION

THIS PROJECT WILL REQUIRE THE INSTALLATION OF 4,437' OF 8",12" CSHP MAIN AND 18' CASING TO REPLACE 3,439' OF 8' BSHP LINK-HP AND CSHP WHICH WILL BE ABANDONED AS PART OF THIS PROJECT. THE TWO TIE-INS WILL BE COMPLETED JSING (1) 8' SPHERICAL TEE AT EACH LOCATION. THE SYSTEM IS A SINGLE FEED SO THE EXISTING LINE WILL NEED TO STAY LIVE UNTIL THE NEW ROUTE IS INSTALLED AND PRESSURIZED.

SHEET INDEX

DWG.	DESCRIPTION
T-1	TITLE SHEET
GN-1	GENERAL NOTES
BOM-1	BILL OF MATERIALS
O-1	OVERVIEW SHEET
L-1 - L-7	LAYOUT PLANS
D-1	CONSTRUCTION DETAILS
ISO-1	REGULATOR STATION ISOMETRIC
P-1 - P-9	PROFILE PLANS

PROJECT SUMMARY TABLE

PROPOSED INSTALLATION					PROPOSED ABANDONMENT				
LENGTH (FT)	SIZE	IN) TYPE			LENGTH (FT)		SIZE (IN)	TYPE	
4,312'	12'		CSHP		2,806'		8"	BSHP	
10'	8"		CSHP		499		8"	UNK-HP	
115'	18'		CASING		134'	134'		CSHP	
				_		_			
4,437' TOTAL		INSTAL	INSTALLATION (FEET)		3,439'		TOTAL ABAND	ONMENT (FEET)	
		Р	ROPOSE	D G	AS SERV	/ICE	S		
RE			ACEMENTS		TIE OVERS	TO	OTAL SERVICES	METER OUTS	
ESTIMATED GAS SERVICES			0		0		0	0	

MATERIAL APPROVED FOR USE ON THIS JOB ORDER IS LIMITED TO WHAT IS LISTED IN THE BILL MATERIALS IN

ANY ADDITIONAL MATERIAL MUST BE APPROVED FOR USE THIS PROJECT.



PROPOSED

_		DEMONO	NO.		
lacksquare		REVISIO	NS		
0					
REV.#	DATE		DESCRIPTION		
=	_				
DESIGNED B	Y BRA	D SNEED	01/03/2023618-272-65		

DATE	DE	SCHIPTIC	אכ
BRA			618-272-650
SCOTT LACK		01/03/2023	918-496-040
RYAN EGIERSKI		4/10/2023	313-376-909
	X	X	X
1	IAME	DATE	PHONE #
	BRA SCO RYAN	BRAD SNEED SCOTT LACK	BRAD SNEED 01/03/2023 SCOTT LACK 01/03/2023 RYAN EGIERSKI 4/10/2023 X X

INST# 18-0267767-00 ABAN# 18-0267768-00 PROJECT ID# 21-77723 SMRP HIGHLAND PARKWAY REPLACEMENT FRANKFORT, FRANKLIN

DRAWING TITLE:

TITLE SHEET

DRAWING NO:

T-1

General Notes

- Deviation from NiSource CAD Standards is at discretion of reviewing Professional Engineer
- 2. Refer to project documentation for the associated Environmental Compliance Plan (ECP) and any project-specific documentation.
- 3. The proposed gas facility locations shown are approximate and are subject to change
- 4. Property lines, structures, street lines, etc. were compiled using the NiSource GIS and are to be considered approximate and not to
- 5. Existing utilities, where shown, have been compiled from above ground evidence only and are to be considered approximate. NiSource does not guarantee the location of the underground utilities shown or that all existing utilities and/or subsurface structures are shown.
- Individual service line designs for services smaller than 3 inches in diameter are not provided by Engineering. These services shall be
 installed using the standard design criteria and material specified in the NiSource standards. Services 3 inches and larger in diameter shall be designed, reviewed, and represented on a separate plan set as necessary.
- 7. This project will adhere to all applicable federal, state or local permitting requirements for abandonment and installation of natural gas pipelines. All Federal, State, and Local codes and standards will be adhered including, but not limited to, the following:

Code of Federal Regulations (CFR) 49 CFR 192 Pipeline Safety Regulations

29 CFR 1910 Occupational Safety and Health Administration (OSHA)

American Society of Mechanical Engineers (ASME)

ASME B31.8 Gas Transmission and Distribution Piping Systems

- 8. All NiSource design codes and standards will be adhered to as applicable.
- Prior to beginning any excavation on site, the person responsible for earth moving shall notify utility owners of their intent to excavate and to have the exact locations of the utility lines marked by contacting the one call center in their state subject to any applicable state advance notification requirements.

D - DRIVEWAY EDGE

PL - PROPERTY LINE

ES - EDGE OF SIDEWALK

10. Proposed or completed gas facility installation location references may be indicated by a combination of the following codes:

CLP - CENTER OF PAVEMENT F - FRONT CLR - CENTER OF RIGHT-OF-WAY L-LEFT CEL - CENTER OF FASTBOLIND LANE R - RIGHT CWL - CENTER OF WESTBOUND LANE

B - BUILDING EDGE CNL - CENTER OF NORTHBOUND LANE CU - CURB CSL - CENTER OF SOUTHBOUND LANE

Drawing Revision Conditions:

- 1. If, during the course of project construction, anticipated changes to project plans result in complex project criteria being met as defined by NiSource Gas Standard 2810.050 "Stakeholder Reviews of Design Capital Projects," the changes shall not be implemented until revised project documentation is reviewed by the Project Engineer and approved by a Professional Engineer as necessary
- 2. Any additional gas pressure containing material not listed on the project Bill of Materials must be reviewed by the Project Engineer and reviewing Professional Engineer prior to use.
- 3. Any significant changes to proposed primary pipeline installation methods and location must be reviewed by the Project Engineer and
- 4. Any significant changes to proposed project scope must be reviewed by the Project Engineer and reviewing Professional Engineer. Significant changes to project scope may include changes to proposed design pressure, change of proposed pipe size and material affecting system hydraulics, and the addition or removal of significant amounts of pipeline installation or abandonment.
- 5. Any significant changes to proposed tie-ins must be reviewed by the Project Engineer and reviewing Professional Engineer. Significant changes may include the following: addition or removal of a tie-in, change in proposed tie-in material, change in proposed tie-in method, and change in tie-in location if system hydraulics may be affected.

Project Specific Drawing Revision Conditions (add below items to Drawing Revision Conditions notes as applicable):

- This project involves the installation of facilities within private rights-of-way as indicated by the proposed installation drawing. If, during the course of installation, it is found that the installation must deviate from the planned location within the private right-of-way, construction must cease until the deviation is reviewed by the Project Engineer and reviewing Professional Engineer.
- This project involves the installation of facilities in permitted locations within public right-of-way. If, during the course of installation, it is found that the installation must deviate from the permitted location, construction must cease until the deviation is reviewed by the Project Engineer and reviewing Professional Engineer.

Environmental Notes

- All NiSource construction activities must be completed in accordance with the Environmental Construction Standards (HSE 4440.020) and the project Environmental Compliance Plan (ECP). Said ECP shall be provided by others.
- The project ECP and any site-specific erosion control drawings, must be provided to the contractor with the project drawings for review and planning prior to the start of construction activities. This includes any tree clearing activities required prior to the start of facility construction activities.
- The project ECP and any associated drawings must be reviewed with construction, the contractor, and an environmental representative prior to the start of construction activities.
- These documents must remain on site for the duration of the construction project, and any project scope changes, with the potential to impact the requirements of the ECP or environmental drawings, must be coordinated with an environmental representative prior to





DRAWING LEGEND

*MP

BH BLGH

PL RT

Gas Main Syn	nbology	Gas Facility Sy	mbology
	Existing Gas Main	⊗x"GV ′	Gas Valve
- $ -$	Existing Gas Main (HP) to Be Abandoned	⊗x"PV	Critical Gas Valve
	Proposed Gas Main (HP)	•	(Gate - GV, Plug - PV, PE Ball - BP, ST Ball - BV)
	Proposed Gas Main Uprate	ox"HVTT	High Volume Tapping Tee
		0x"SST	Pressure Control Fitting - ShortStopp Tee
Gas Main Mat	erial/Pressure Label References	ox"SPH	Pressure Control Fitting - Spherical Tee
MATERIAL CO	DDES	ox"MF-BO	Pressure Control Fitting - Mueller Bottom-out
CS*	Coated Steel Gas Main	ox"MF-SO	Pressure Control Fitting - Mueller Side-out
WT*	Weld Treated Gas Main	ox"MF-FT	Pressure Control Fitting - Mueller Flange Tee
CI*	Cast Iron Gas Main	¤x"SS	Pressure Control Fitting - ShortStopp
BS*	Bare Steel Gas Main	¤x"MF	Pressure Control Fitting - Mueller Stopper
WI*	Wrought Iron Gas Main	Xx"x x" POLYTA	AP Polytapp Side Saddle Fitting
PH*	High Density Polyethylene Gas Main	1	Transition
PM*	Medium Density Polyethylene Gas Main	-	End Cap
PRESSURE C		0	Riser
41.00			

Reducer Electronic Marker Intermediate Pressure Medium Pressure High Pressure MISCELLANEOUS CODES Test Well Regulator Station Transmission Class Single Customer Regulator Gas Main Installation Method Label References
AT Attached

Bridge Hange Building Hanger Directional Bore Inserted Open Cut Pneumatic Bore Swing Tie Symbology Plowed Roof Top Electric Manhole Existing

Weld Location

Gas Main Tie-in Location

Gas Main Abandonment Location

Flush-mounted Tracer Wire Station Post Pipeline Marker with Tracer Wire Gas Main Marker without Tracer Wire Meter Meter with Regulator Test Point (Station) Gas Service Tie-over Gas Service Replacement Meter Move Out Telephone Manhole Drain Manhole

Catch Basin Sewer Manhole Fire Hydrant Utility Pole Property Marker Telephone Pedestal Television Pedestal Unknown Manhole Water Gate Flectric Pedestal

Iron Pin Light Pole

PROPOSED

REVISIONS								
0								
REV.#	DATE	DESCRIPTION						

	T-CHILL	DAIL	· · · · · · · · · · · · · · · · · · ·
	NAME	DATE	PHONE #
AS-BUILT BY	X	X	X
CHECKED BY	RYAN EGIERSKI	4/10/2023	313-376-9092
DRAWN BY	SCOTT LACK		918-496-0400
DESIGNED BY			618-272-6505
DEGICNED BY	DDAD CNIEED	h+ing/nng	le+e nzn ec

SITE NAME: INST# 18-0267767-00 ABAN# 18-0267768-00 PROJECT ID# 21-77723 SMRP HIGHLAND PARKWAY REPLACEMENT FRANKFORT, FRANKLIN

DRAWING TITLE:

GENERAL NOTES

DRAWING NO

GN-1

Case No. 2024-00092 AG 2-61 Attachment A Page 5 of 25

	BILL OF MATERIALS									
SSN	QTY	UNIT	SIZE (inches)	DESCRIPTION	CATEGORY	MAXIMUM ALLOWED PRESSURE (psig)				
07-52-020	60	FT	2	2.375" OD, 0.154 WT, SCH 40, API 5L X-52, ERW, SRL, BE, BARE	Pipe	1345				
07-52-0815	0	FT	8	8.625" OD, 0.322 WT, SCH 40, API 5L X-52, ERW, DRL (~42' JOINT), BE, 14-16 MIL FBE, 30 MIL ARO	Pipe	775				
07-52-1205	3426	FT	12	12.750" OD, 0.250 WT, SCH 20, API 5L X-52, ERW, DRL (~42' JOINT), BE, 14-16 MIL FBE, 30 MIL ARO	Pipe	405				
Spec. Order	886	FT	12	12.750" OD, 0.375 WT, SCH 40, API 5L X-52, ERW, DRL (~42' JOINT), BE, 14-16 MIL FBE, 30 MIL ARO	Pipe					
Spec. Order	115	FT	18	18.00" OD, 0.375 WT, SCH 40, API 5L X-52, ERW, DRL (~42' JOINT), BE, BARE	Not Available	Not Available				
Spec. Order	2	EA	12	12" VALVE, BALL, TRUNNION, ANSI 150, FULL PORT, CS, WE, GROVE B5, DPE SEATS, COATED FOR UNDERGROUND SERVICE	Valve	270				
17-15-095	8	EA	2	2" ELBOW, 90*, LR, 0.154" WALL, GRADE B, ASTM 234, BUTT WELD, CARBON STEEL, ASME B16.9	Elbow	908				
17-52-0845	2	EA	8	8" CAP, 0.322" WALL, Y-52, MSS SP75, BUTT WELD, CARBON STELL, ASME B16.9	Cap	777				
Spec. Order	7	EA	12	12" ELBOW 90 DEG, 3R, 0.375" WT, BARE, BW, WPH Y52, SEGMENTABLE, MSS-SP-75	Elbow	612				
Spec. Order	11	EA	12	12" ELBOW 45 DEG, 3R, 0.375" WT, BARE, BW, WPH Y52, SEGMENTABLE, MSS-SP-75	Elbow	612				
17-52-1237	2	EA	12x8	12" X 8" REDUCER, CONC, .375" WT X .322" WT, BARE, BW, WPH Y52, MSS-SP-75	Coupling	612				
21-12-059	2	EA	8	8" BOLTED LINE CAP, MAXI-GRIP EZB W/ 1" NPT VENT, EPOXY COATED, FOR USE WITH IPS STEEL PIPE (OD 8.625")	Cap	300				
42-10-102	8	EA		POWERCRETE F1 2L	Not Available	Not Available				
42-25-113	0	EA	8	8" THREE-WAY TEE, TDW, WELD FITTING, ANSI 150, DP = 285 PSIG, 0.4 DF, FLANGED COVER, 0.322" WT OUTLET, TDW#: 06-7220-0000	ShortStopp Tee	285				
42-25-133	2	EA	8	8" TD WILLIAMSON, SPHERICAL 3-WAY TEE, WELD, CL 150 FLANGE, ASME B31.8	Spherical	285				
42-25-2002	6	EA	2	2" PURGE & EQUALIZATION FITTING, TDW, SHORTSTOPP 285, DP = 285 PSIG, THD CAP, FLAT BOTTOM, TDW#: 26-0541-0000-00	Cap	285				
42-53-306	5	EA		6 TAPE BURIED GA	Not Available	Not Available				
Spec. Order	634	GAL		TRENTON DIELECTRIC FILLER	Not Available	Not Available				
Spec. Order	14	EA		12 X 18 CASING INSULATORS (14 AT 8' SPACING)	Not Available	Not Available				
42-09-925	8	EA		DNSO PROFILNG MASTC AB/BL/GRD 4#BLK	Not Available	Not Available				
42-11-303	8	EA		4x100 DENSO UTILITY TAPE EA=RL	Not Available	Not Available				
42-11-104	12	EA		4X25' DENSO COLOR TAPE GRAY PETROLM	Not Available	Not Available				
42-11-106	8	EA		6X25' DENSO COLOR TAPE GRAY PETROLM	Not Available	Not Available				
42-09-972	112	EA		DENSO 7200 PROTAL EPOXY KIT 1LTR	Not Available	Not Available				
84-11-075	100	EA		2-1/2" PAINT BRUSH TOSSAWAY	Not Available	Not Available				
42-55-282	2	EA		12 INSULATR WE EC 300#.312W X42 ERW	Not Available	720				
42-32-035	5	EA		B&T 5 DIA YLW 18x18 TEST BOX 5TERM	Not Available	Not Available				
42-32-0611	5	EA		GEROME HEAD	Not Available	Not Available				
74-47-506	1	EA		#12 WIRE TW SOLID BLK 500'/RL	Not Available	Not Available				
74-47-510	1	EA		#8 WIRE THHN STRANDED BLK 500/RL	Not Available	Not Available				
74-47-570	1	EA		#12 WIRE TW SOLID WHT 500'/RL	Not Available	Not Available				
74-47-590	1	EA		500' REEL 8GA TW 7-S	Not Available	Not Available				
42-09-105	5	EA		DENSO PASTE S105 5.5#TUB	Not Available	Not Available				
42-55-964	3	EA		LS475C LINK SEAL CASING CALP #47CSL	Not Available	Not Available				
42-55-278	2	EA	8	8" MONOLITHIC INSULATING JOINT, ASME CL 300, 0.250" WT, BW, API 5L X-42, EPOXY COATED	Coupling	485				
42-77-554	5	EA		POST-KY PIPELINE	Not Available	Not Available				
74-80-105	15	EA		4" ELECTRONIC MR	Not Available	Not Available				

Note 1: Maximum Allowed Pressure values are the maximum pressure for which a component can be used in a NiSource system. Values are determined by manufacturer ratings, design pressure calculations, and in the case of steel pipe/fittings; the **Maximum Allowed Pressure** has been established by calculating a pressure that keeps the SMYS below 20%, i.e. non-transmission classification.

Note 2: Material quantities listed are for reference only.





PROPOSED

_ 1			REVISIO	NS	
- 11					
Ш					
-1					
-11					
- 11	0				
_	REV.#	DATE		DESCRIPTION	
	_				
-1	DESIGNED B				8-272-6505
	DRAWN BY	SCC	OTT LACK	01/03/202391	8-496-0400

 DESIGNED BY
 BRAD SINEED
 D1003/2023618-277-8605

 DANIN BY
 SCOTT LACK
 D1003/2023618-489-69-000

 CHECKED BY
 RYAN EGIERSIG
 4/10/2023 313-376-9082

 ASBULT BY
 X
 X

 NAME
 DATE
 PHONE #

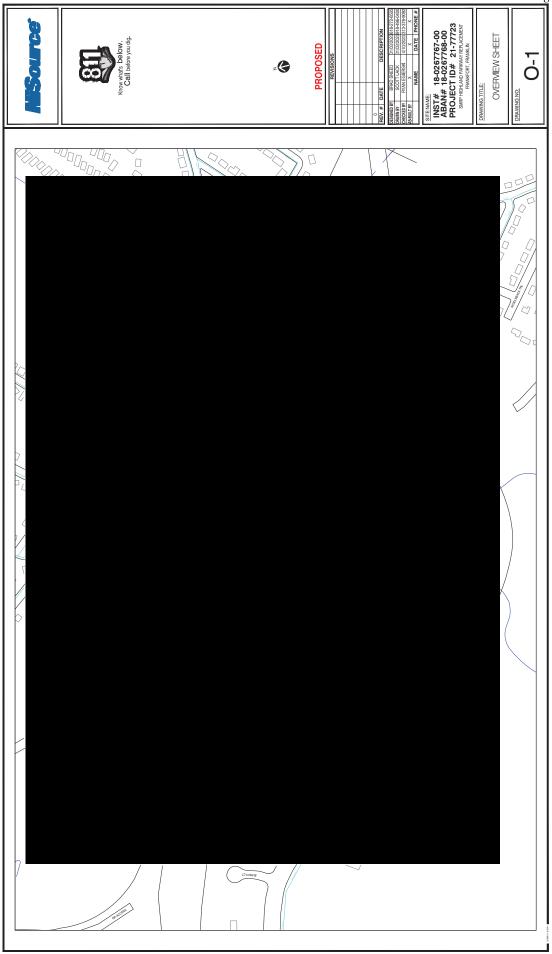
INST# 18-0267767-00
ABAN# 18-0267768-00
PROJECT ID# 21-77723
SMRP HIGHLAND PARKWAY REPLACEMENT
FRANKFORT, FRANKLIN

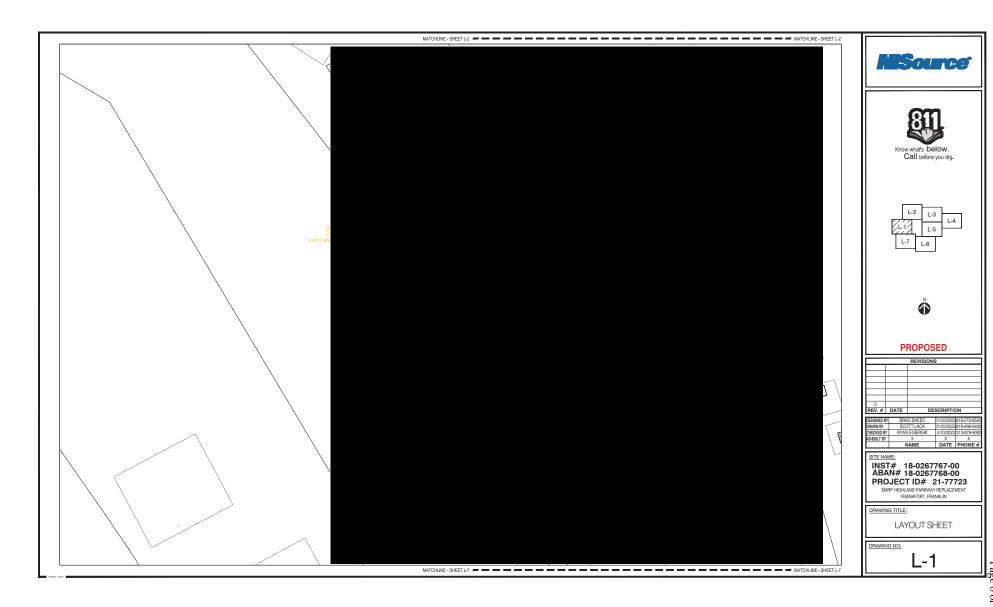
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BILL OF MATERIALS

DRAWING NO:

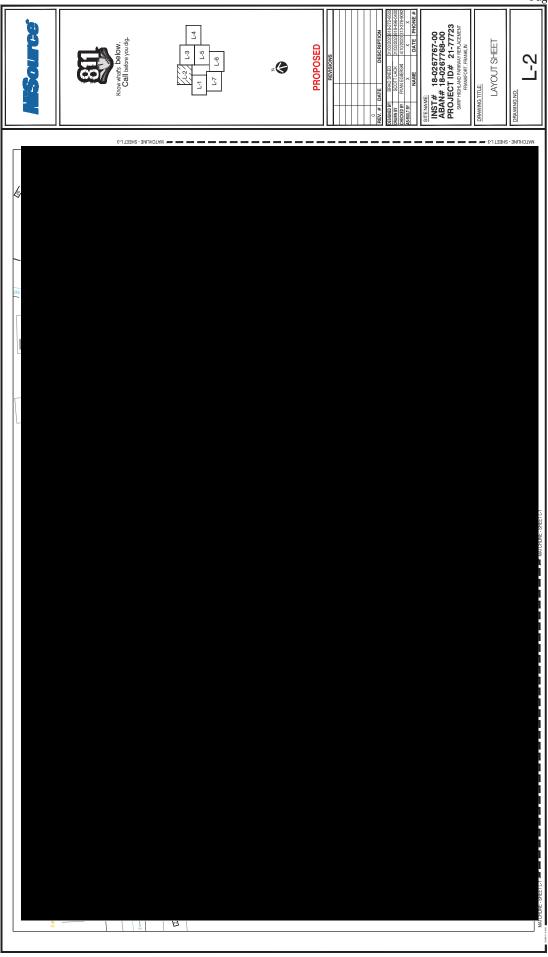
BOM-1

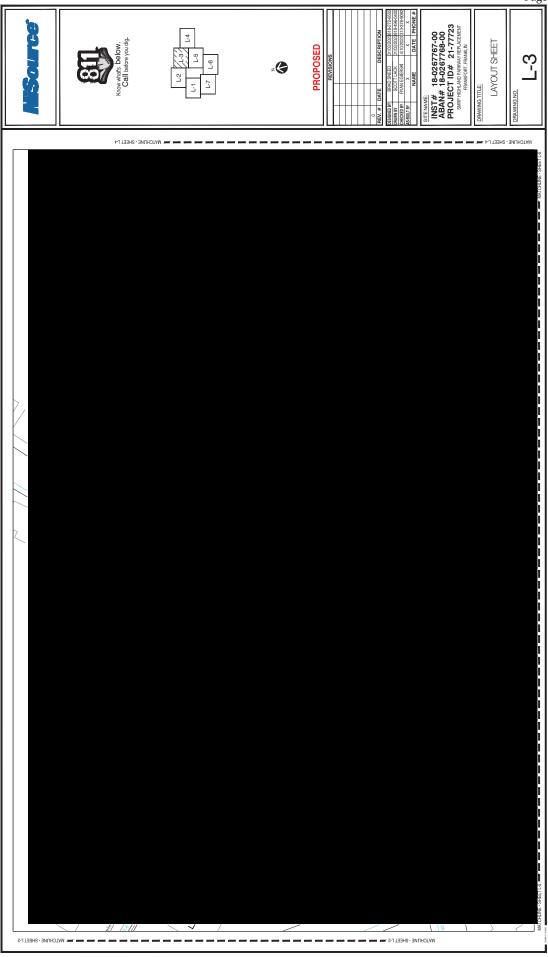




Case No. 2024-00092 AG 2-61 Attachment A Page 8 of 25

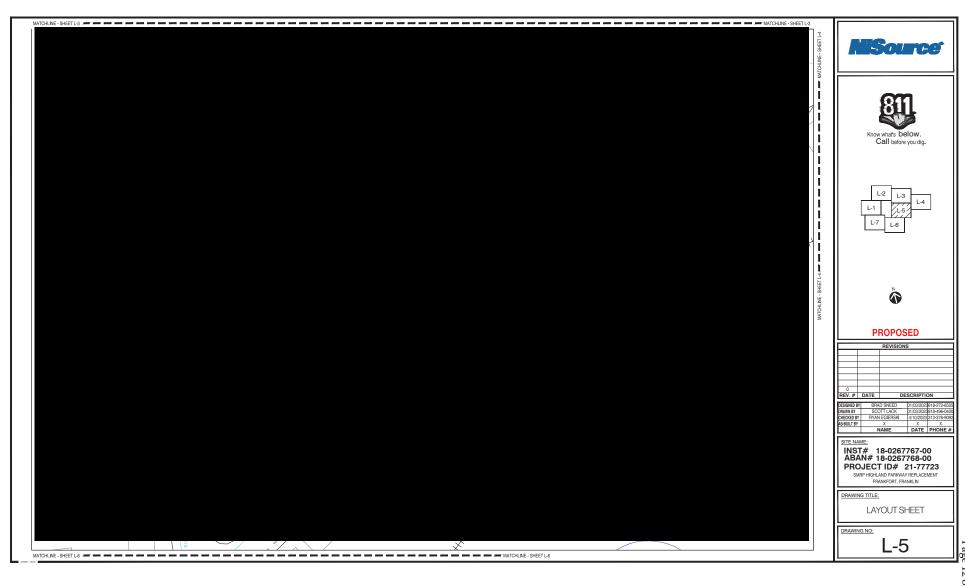
Case No. 2024-00092 AG 2-61 Attachment A Page 9 of 25



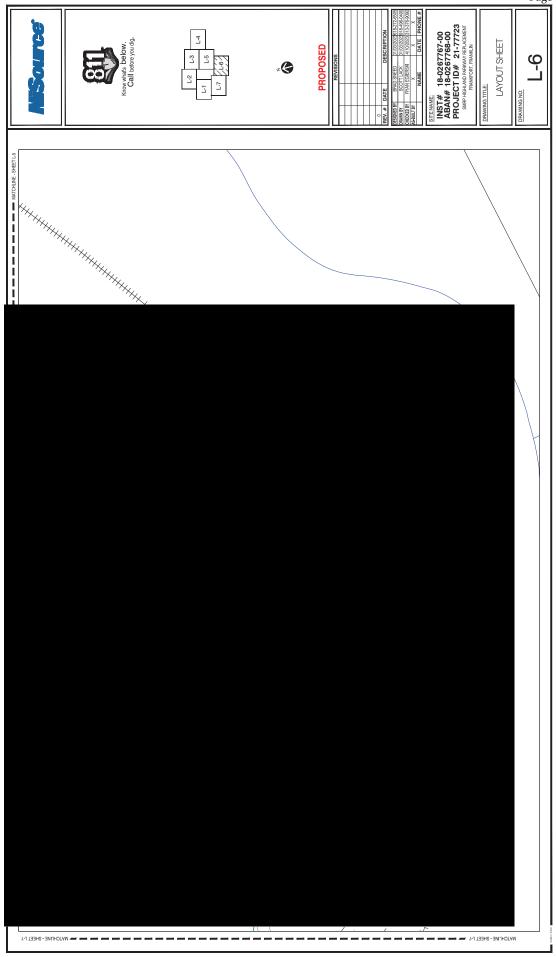




Case No. 2024-00092 AG 2-61 Attachment A Page 11 of 25

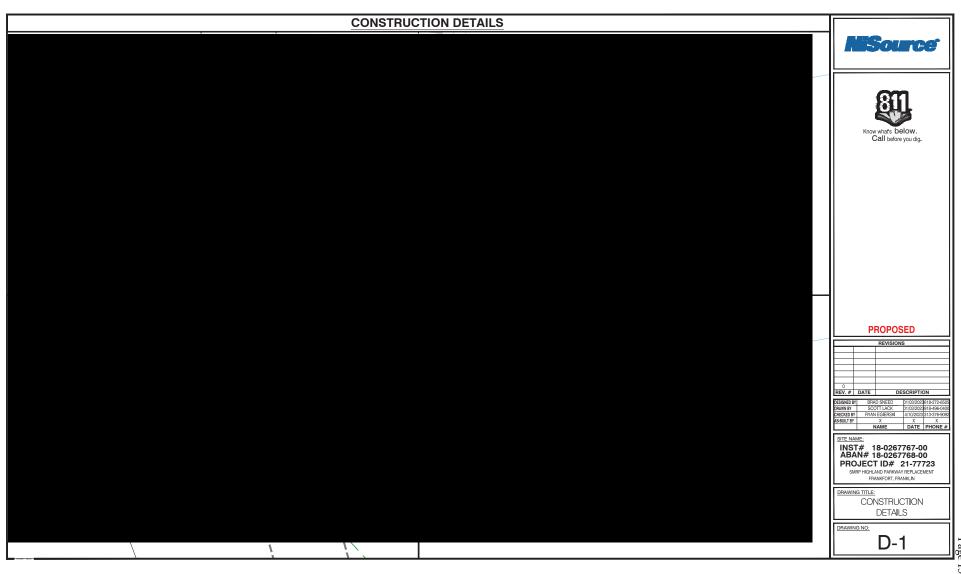


Case No. 2024-00092 AG 2-61 Attachment A Page 12 of 25

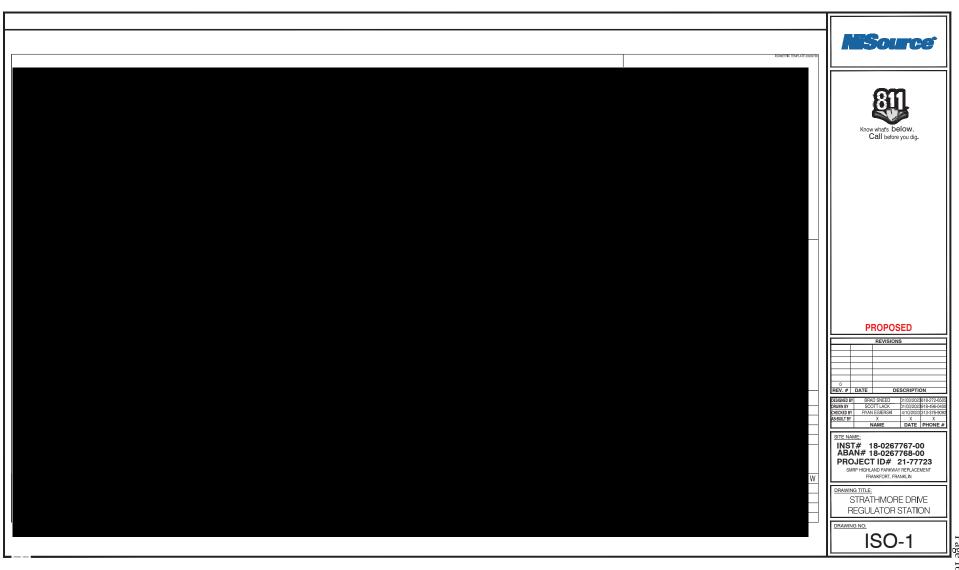




Case No. 2024-00092 AG 2-61 Attachment A Page 14 of 25



Case No. 2024-00092 AG 2-61 Attachment A Page 15 of 25

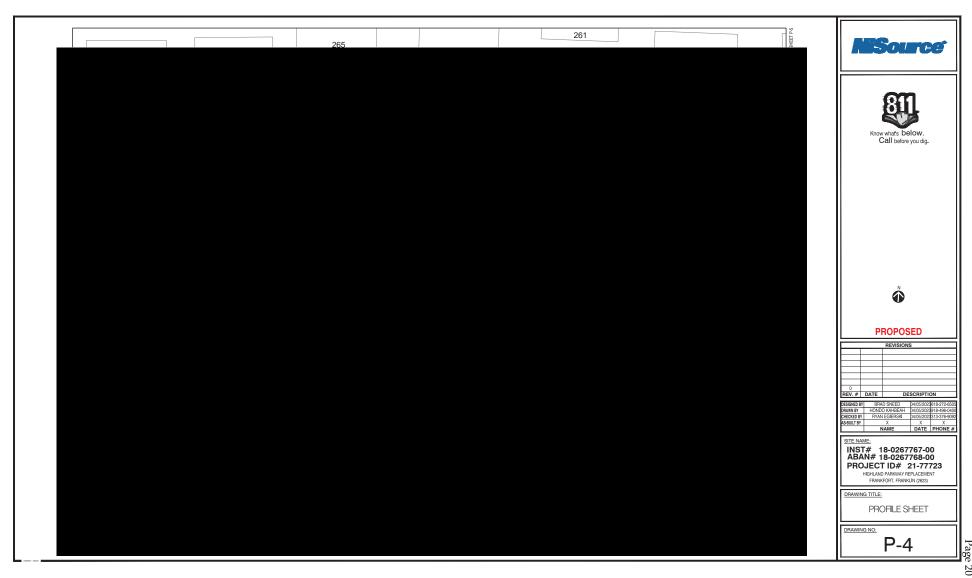




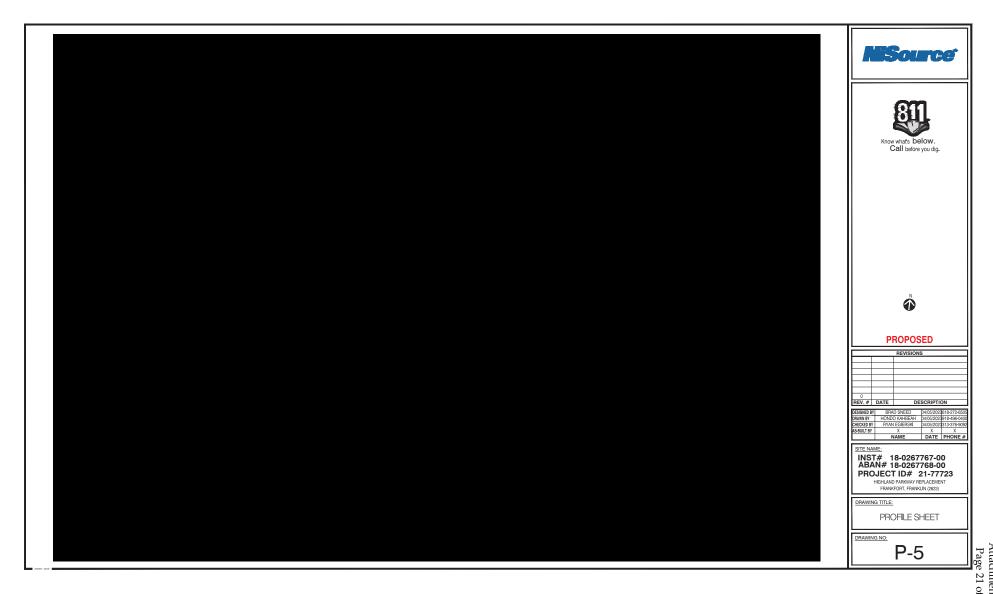
Case No. 2024-00092 AG 2-61 Attachment A Page 18 of 25



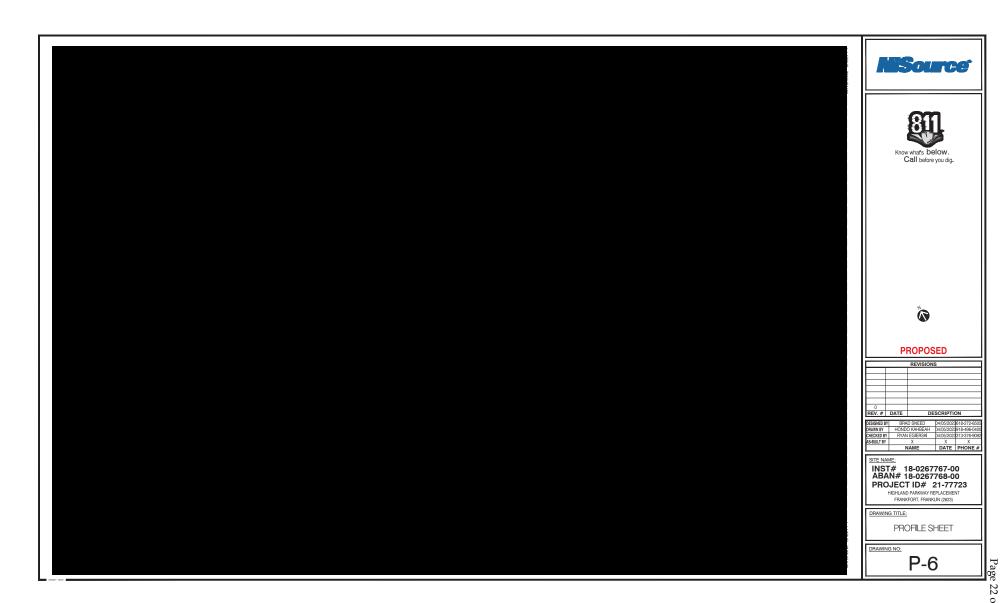
Case No. 2024-00092 AG 2-61 Attachment A Page 19 of 25



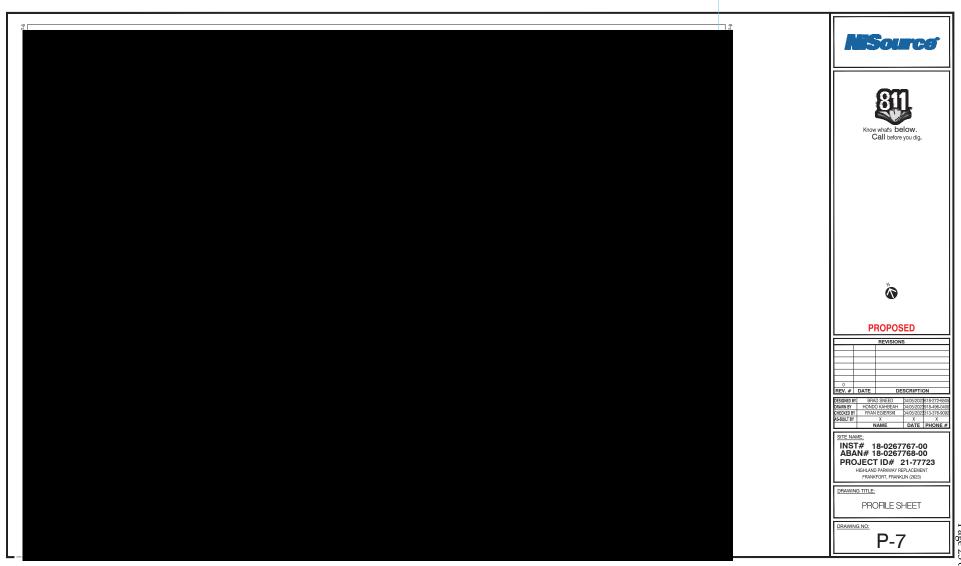
Case No. 2024-00092 AG 2-61 Attachment A Page 20 of 25

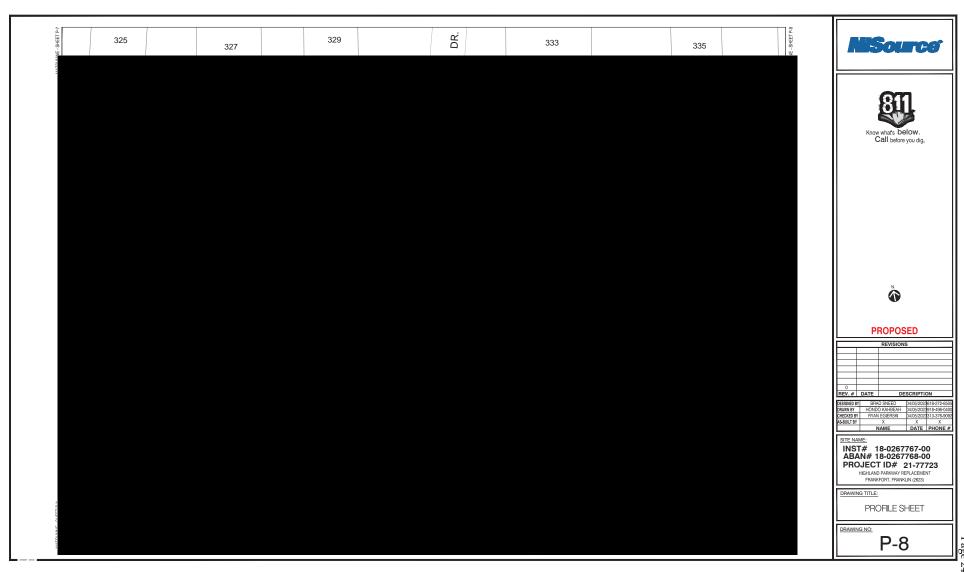


Case No. 2024-00092 AG 2-61 Attachment A Page 21 of 25

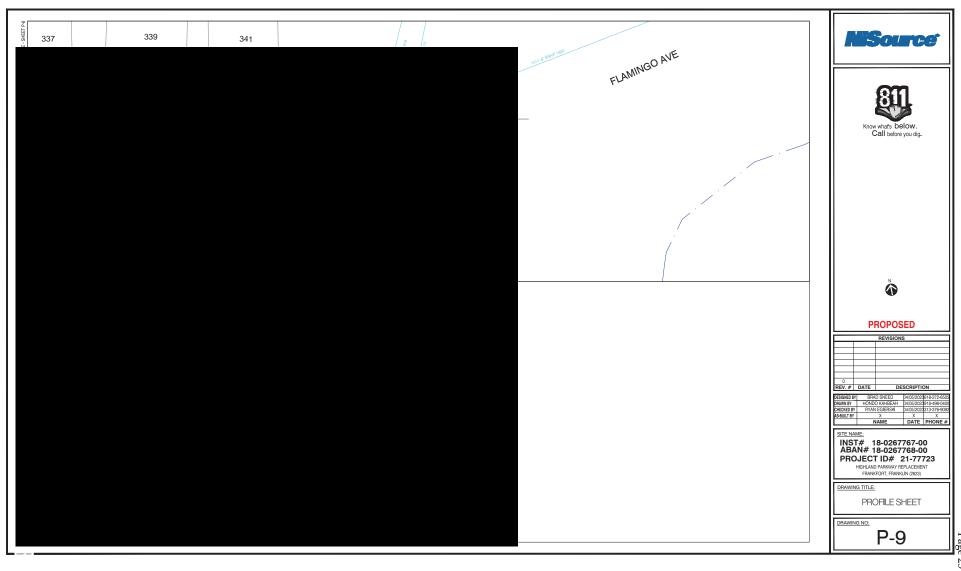


Case No. 2024-00092 AG 2-61 Attachment A Page 22 of 25

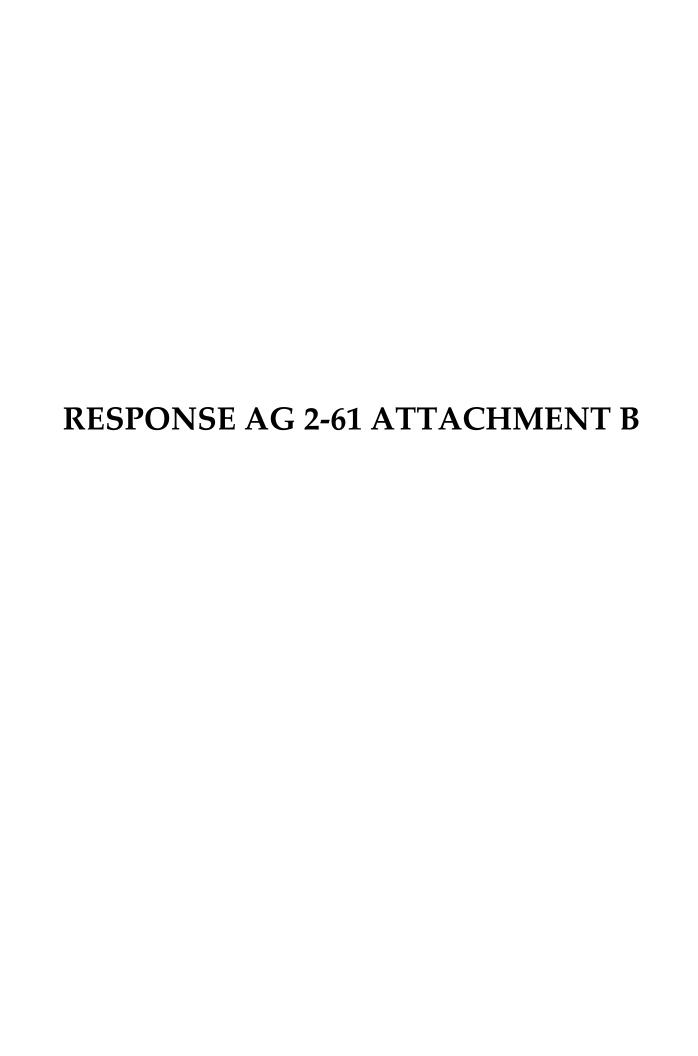




Case No. 2024-00092 AG 2-61 Attachment A Page 24 of 25



Case No. 2024-00092 AG 2-61 Attachment A Page 25 of 25





Project Budget Request

Project Information

Project Name Bob O Link SMRP

Project Sponsor Tom Walker

Date Prepared 08-08-2022

Company Columbia Gas of Kentucky, Inc.

Location Lexington, Fayette County

Business Class Age & Condition

Amount \$2.4 million

Construction Year(s) 2023

Reference Number Install Specific Budget Number (If Applicable)

Approval Authority

	Routing Path	Required
Leader Field Engineering	G. Sullivan	\boxtimes
Manager Field Engineering	G. Sullivan	\boxtimes
Director Gas Engineering	M. Rust	\boxtimes

Additional Conditions

Form (2015-11) Page 1 of 2

Project Description & Overview

- Installing 17,250' of 2"/4"pmmp by directional sidewalk bore (dual mains) to replace existing LP main/service lines along with Pit Regulator Station #1047 as part of SMRP/Age and Condition program.
- Cost Estimate:

Main	\$ 1,780,000
Station	\$ 1,000
Service Line & Meter	\$ 595,000
Total Estimated Cost	\$ 2,376,000
Estimated Main Cost per foot Installed	\$103/ft.

Existing MAOP: LP
of Service Lines: 238
New MAOP: 45 psig
of Reconnects: 0

• # of Meter Move-Outs: 46

• Uprate Summary (length, size and kind): None

Summary of Main(s) to be Installed:

Carrinary or Mairie	of to be interacted.	
LENGTH	SIZE	KIND
17240	2"	PMMP
10	4"	PMMP
17,250	Feet Total to Ir	estall

Summary of Main(s) to be Retired:

LENGTH	SIZE	KIND
7015	2"/4"/6"	BSLP
1790	3"	BSMP
823'	6"	CSLP
2124	2"/4"	PLP
11,932	Feet Total to Re	tire

• Vault/Pit Regulator Station #1047 (Co Premise 200351) retirement.

Alternative Solutions

NONE

Success Criteria

Project completed without any accidents, injuries, or safety related issues.

• Project completed without any environmental related incidents.

Project completed prior to commit date and with minimum budget variance.

Exit Strategies ⊠ N/A
Financial Analysis ⊠ N/A
Financial Models ⊠ N/A
Additional Information ⊠ N/A

Form (2015-11) Page 2 of 2



INSTALLATION ORDER NUMBER 22-0261635-00 ABANDONMENT ORDER NUMBER 22-0261636-00 PROJECT ID 22-86296 BOB O LINK SMRP

JOB TYPE: AGE & CONDITION (557-558)

PROJECT INFORMATION

FIELD ENGINEER/TECHNICIAN:

CONSTRUCTION FLL:

PERMITS:

CITY PERMIT

TCC/LOA:

COUNTY:

FAYETTE

TAX DISTRICT/TOWNSHIP ID:

MAP/GRID NUMBER:

TOM WALKER

CODY STEELE

CITY PERMIT

OG74085

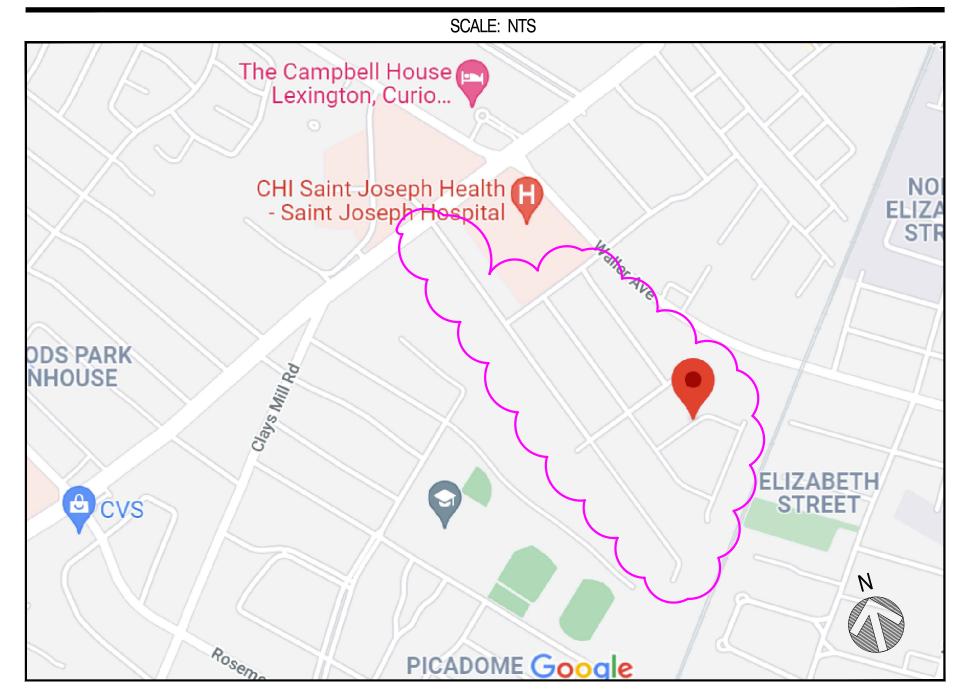
24 HR. EMERGENCY LINE:

			OONED	DISPOSITION				
VALVE NO.	VALVE FACILITY LOCATION DESCRIPTION NO. ID		LVE RTED?	VALVE REMOVED (NO BOX; ABOVE GROUND VALVE)	VALVE, VALVE BOX & LID REMOVED	VALVE REMAINS IN PLACE; BOX & LID REMOVED	VALVE REMAINS IN PLACE; BOX FILLED W CONCRETE	
		YES*	NO					
C10-21	136418	1594 HARRODSBURG ROAD						
#								
#								
#								
#								

1-800-432-9515

PROPOSED FACILITIES - S	YSTEM MOP AND PRESSURE TEST DATA
SYSTEM NUMBER	32010131
SYSTEM NAME	DOWNTOWN MP
SYSTEM MOP (PSIG)	45
SEGMENT MAOP (PSIG)	60
MINIMUM TEST PRESSURE (PSIG)	90
MAXIMUM TEST PRESSURE (PSIG)	125
, ,	
` , , , ,	
PROPOSED FACILITIES - S	YSTEM MOP AND PRESSURE TEST DATA
PROPOSED FACILITIES - S SYSTEM NUMBER	YSTEM MOP AND PRESSURE TEST DATA 32010129
SYSTEM NUMBER	32010129
SYSTEM NUMBER SYSTEM NAME	32010129 HARRODSBURG ROAD LP
SYSTEM NUMBER SYSTEM NAME SYSTEM MOP (PSIG)	32010129 HARRODSBURG ROAD LP LP

VICINITY MAP



PROJECT DESCRIPTION

INSTALL 17,250' OF NEW 2"/4"PMMP DUAL GAS MAIN BY DIRECTIONAL SIDEWALK/ROAD BORE TO REPLACE EXISTING BSLP LINES. PIT/VAULT REGULATOR STATION 1047 UPON COMPLETION OF PROJECT. ODOR MONITORING WILL BE REQUIRED DUE TO SIZE OF PROJECT.

SHEET INDEX

DWG.	DESCRIPTION
T-1	TITLE SHEET
GN-1	GENERAL NOTES
BOM-1	BILL OF MATERIALS
O-1	OVERVIEW SHEET
L-1 - L-5	LAYOUT PLANS
D-1	CONSTRUCTION DETAILS

PROJECT SUMMARY TABLE

PROP	OSED INS	TALLATION		PROPOSED ABANDONMENT		
LENGTH (FT)	SIZE (I	N) TYI	PE	LENGTH (F	T) SIZE (IN)	TYPE
10'	4"	РМІ	MP	330'	2"	BSLP
17240'	2"	РМІ	MP	4,887'	4"	BSLP
				1,798'	6"	BSLP
				823'	6"	CSLP
				1,640'	4"	PLP
				1,970'	3"	BSMP
				484'	2"	PMP
17,250'	TOTAL	INSTALLATION (F	EET)	11,932'	TOTAL ABAND	ONMENT (FEET)
		PROPOS	SED G	AS SERV	ICES	
		REPLACEMENT	s T	ΓΙΕ OVERS	TOTAL SERVICES	METER OUTS
ESTIMATED GAS SERVICES 238			238	46		

MATERIAL APPROVED FOR USE ON THIS JOB ORDER IS LIMITED TO WHAT IS LISTED IN THE BILL OF MATERIALS IN THIS DRAWING.

ANY ADDITIONAL MATERIAL MUST BE APPROVED FOR USE BY THE P.E. RESPONSIBLE FOR THIS PROJECT.





PROPOSED

REVISIONS			
0			
REV.#	DATE	DESCRIPTION	

REV.#	DATE	DE:	SCRIPTIC)N
DESIGNED BY	TOM	WALKER	07-19-22	859-288-0236
DRAWN BY	TOM	WALKER	07-19-22	859-288-0236
CHECKED BY		Χ	Χ	X
AS-BUILT BY		Χ	Х	X
	N	IAME	DATE	PHONE #

SITE NAME:

INST# 22-0261635-00 ABAN# 22-0261636-00 PROJECT ID# 22-86296

> BOB O LINK SMRP LEXINGTON, FAYETTE COUNTY

DRAWING TITLE:

TITLE SHEET

DRAWING NO:

T-1

General Notes

- 1. Deviation from NiSource CAD Standards is at discretion of reviewing Professional Engineer.
- 2. Refer to project documentation for the associated Environmental Compliance Plan (ECP) and any project-specific documentation.
- 3. The proposed gas facility locations shown are approximate and are subject to change.
- 4. Property lines, structures, street lines, etc. were compiled using the NiSource GIS and are to be considered approximate and not to scale.
- 5. Existing utilities, where shown, have been compiled from above ground evidence only and are to be considered approximate. NiSource does not guarantee the location of the underground utilities shown or that all existing utilities and/or subsurface structures are shown.
- 6. Individual service line designs for services smaller than 3 inches in diameter are not provided by Engineering. These services shall be installed using the standard design criteria and material specified in the NiSource standards. Services 3 inches and larger in diameter shall be designed, reviewed, and represented on a separate plan set as necessary.
- 7. This project will adhere to all applicable federal, state or local permitting requirements for abandonment and installation of natural gas pipelines. All Federal, State, and Local codes and standards will be adhered including, but not limited to, the following:

Code of Federal Regulations (CFR)

49 CFR 192 Pipeline Safety Regulations

29 CFR 1910 Occupational Safety and Health Administration (OSHA)

American Society of Mechanical Engineers (ASME)

ASME B31.8 Gas Transmission and Distribution Piping Systems

- 3. All NiSource design codes and standards will be adhered to as applicable.
- 9. Prior to beginning any excavation on site, the person responsible for earth moving shall notify utility owners of their intent to excavate and to have the exact locations of the utility lines marked by contacting the one call center in their state subject to any applicable state advance notification requirements.

D - DRIVEWAY EDGE

PL - PROPERTY LINE

EP - EDGE OF PAVEMENT

ES - EDGE OF SIDEWALK

10. Proposed or completed gas facility installation location references may be indicated by a combination of the following codes:

F - FRONT

BK - BACK

CLR - CENTER OF PAVEMENT

CLR - CENTER OF RIGHT-OF-WAY

L - LEFT

CEL - CENTER OF EASTBOUND LANE

CWL - CENTER OF WESTBOUND LANE

CNL - CENTER OF NORTHBOUND LANE

CU - CURB

CSL - CENTER OF SOUTHBOUND LANE

Drawing Revision Conditions:

- 1. If, during the course of project construction, anticipated changes to project plans result in complex project criteria being met as defined by NiSource Gas Standard 2810.050 "Stakeholder Reviews of Design Capital Projects," the changes shall not be implemented until revised project documentation is reviewed by the Project Engineer and approved by a Professional Engineer as necessary.
- 2. Any additional gas pressure containing material not listed on the project Bill of Materials must be reviewed by the Project Engineer and reviewing Professional Engineer prior to use.
- 3. Any significant changes to proposed primary pipeline installation methods and location must be reviewed by the Project Engineer and reviewing Professional Engineer.
- 4. Any significant changes to proposed project scope must be reviewed by the Project Engineer and reviewing Professional Engineer. Significant changes to project scope may include changes to proposed design pressure, change of proposed pipe size and material affecting system hydraulics, and the addition or removal of significant amounts of pipeline installation or abandonment.
- 5. Any significant changes to proposed tie-ins must be reviewed by the Project Engineer and reviewing Professional Engineer. Significant changes may include the following: addition or removal of a tie-in, change in proposed tie-in material, change in proposed tie-in method, and change in tie-in location if system hydraulics may be affected.

Environmental Notes

- 1. All NiSource construction activities must be completed in accordance with the Environmental Construction Standards (HSE 4440.020) and the project Environmental Compliance Plan (ECP). Said ECP shall be provided by others.
- 2. The project ECP and any site-specific erosion control drawings, must be provided to the contractor with the project drawings for review and planning prior to the start of construction activities. This includes any tree clearing activities required prior to the start of facility construction activities.
- The project ECP and any associated drawings must be reviewed with construction, the contractor, and an environmental representative prior to the start of construction activities.
- 4. These documents must remain on site for the duration of the construction project, and any project scope changes, with the potential to impact the requirements of the ECP or environmental drawings, must be coordinated with an environmental representative prior to completion.

N'Source'



DRAWING LEGEND

Gas Main Sy		Gas Facility Sy ⊗x"GV	
	Existing Gas Main		Gas Valve
	Existing Gas Main to Be Abandoned	⊗x"PV	Critical Gas Valve
	Proposed Gas Main		(Gate - GV, Plug - PV, PE Ball - BP, ST Ball - B\
	Proposed Gas Main Uprate		High Volume Tapping Tee
O M-! M	atarial/Duagas wallahal Dafassasa		Pressure Control Fitting - ShortStopp Tee
	aterial/Pressure Label References	O X"SPH	Pressure Control Fitting - Spherical Tee
MATERIAL C		○ x"MF-BO	Pressure Control Fitting - Mueller Bottom-out
CS*	Coated Steel Gas Main	○ x"MF-SO	Pressure Control Fitting - Mueller Side-out
WT*	Weld Treated Gas Main	○ x"MF-FT	Pressure Control Fitting - Mueller Flange Tee
CI*	Cast Iron Gas Main	¤x"SS	Pressure Control Fitting - ShortStopp
BS*	Bare Steel Gas Main	¤x"MF	Pressure Control Fitting - Mueller Stopper
WI*	Wrought Iron Gas Main	imesx"x x" POLYT	APPolytapp Side Saddle Fitting
PH*	High Density Polyethylene Gas Main		Transition
PM*	Medium Density Polyethylene Gas Main	_	End Cap
PRESSURE		Ð	Riser
*LP	Low Pressure	◄	Reducer
*IP	Intermediate Pressure	EM	Electronic Marker
*MP	Medium Pressure	TWS	Flush-mounted Tracer Wire Station
*HP	High Pressure	>	Post Pipeline Marker with Tracer Wire
	IEOUS CODES	MM	Gas Main Marker without Tracer Wire
*-SER	Service	w \	Test Well
*-R	Riser	(II) (R)	Regulator Station
(TC)		R	Single Customer Regulator
	Transmission Class stallation Method Label References	(M)	
AT	Attached		Meter
		(MR)	Meter with Regulator
BH	Bridge Hanger	P T	Test Point (Station)
BLGH	Building Hanger	<u> </u>	Gas Service Tie-over
DB	Directional Bore	igorall	Gas Service Replacement
IS	Inserted	MMO	Meter Move Out
OC	Open Cut	Swing Tie Sym	
PB	Pneumatic Bore	\bigcirc	Telephone Manhole
PL	Plowed	D	Drain Manhole
RT	Roof Top	E	Electric Manhole
(E)	Existing		Catch Basis
(P)	Proposed	<u>(S)</u>	Sewer Manhole
` ′	·	\otimes	Fire Hydrant
W1	Weld Location	\rightarrow	Utility Pole
		•	Property Marker
		T	Telephone Pedestal
T1	Gas Main Tie-in Location	C	Television Pedestal
		0	Unknown Manhole
	Gas Main Abandonment Location	WB	Water Box
A1	Gas Main Abandoninent Location	○ wg ○	
		_	Water Gate
		E	Electric Pedestal
		o"	Iron Pin

*

Light Pole

PROPOSED

		REVISIONS
0		
REV. #	DATE	DESCRIPTION
IDECIONED E	V TOL	

236
236

SITE NAME:

INST# 22-0261635-00 ABAN# 22-0261636-00 PROJECT ID# 22-86296

> BOB O LINK SMRP LEXINGTON, FAYETTE COUNTY

DRAWING TITLE:

GENERAL NOTES

DRAWING NO:

GN-1

				BILL OF MATERIALS			
SSN	QTY	UNIT	SIZE (inches)	DESCRIPTION	CATEGORY	MAXIMUM ALLOWED PRESSURE (psig)	
09-45-0791	17160	FT	2	2" IPS X 500' COIL, .216 wt, SDR11, PE2708, ASTM-D2513	Plastic Pipe	60	
09-45-248	240	FT	2	2" IPS X 40' JOINT, .216 wt, SDR11, PE2708, ASTM-D2513	Plastic Pipe	60	
09-45-324	10	FT	4	4" IPS X 40' JOINT, .391 wt, SDR11.5, PE2708, ASTM-D2513	Plastic Pipe	60	
16-05-102	1	EA	2	2" IPS, KEROTEST FULL-PORT BALL VALVE, BUTT FUSE, SDR 11, PE2708, ASTM D2513	Ball Valve	60	
16-09-002	1	EA	4	4" IPS, MT DEASON POLYTAPP, FULL-PORT BALL VALVE, ELECTROFUSE x THREAD, SDR 11, PE4710, ASTM D2513	Ball Valve	99	1
17-15-095	2	EA	2	2" ELBOW, 90*, LR, 0.154" WALL, GRADE B, ASTM 234, BUTT WELD, CARBON STEEL, ASME B16.9	Elbow 90	908	
21-83-403	1	EA	4x4	4"x4" IPS, MT DEASON, ELECTROFUSION BRANCH SADDLE, PE 4710, ASTM D2513, SDR 11	Saddle	99	
42-09-105	1	EA		DENSO PASTE S105	Not Available	Not Available	
42-09-925	1	EA		DNSO PROFILNG MA	Not Available	Not Available	
42-11-102	2	EA		2X25' DENSO COLO	Not Available	Not Available	
42-11-104	2	EA		4X25' DENSO COLO	Not Available	Not Available	
42-25-073	1	EA	2	2" FLAT BOTTOM TEE, TDW, WELD FITTING, ANSI 150, DP = 285 PSIG, 0.4 DF, THD CAP, 0.170" wt OUTLET, TDW#: 26-0220-0000	Tee	285	
42-25-2002	1	EA	2	2" PURGE & EQUALIZATION FITTING, TDW, SHORTSTOPP 285, DP = 285 PSIG, THD CAP, FLAT BOTTOM, TDW#: 26-0541-0000-00	Purge Fitting	740	
42-31-003	10	EA		3# ANODE HI-POTE	Not Available	Not Available	
42-31-217	1	EA		17# ANODE HI-POT	Not Available	Not Available	
42-53-303	5	EA		3 TAPE BURIED GA	Not Available	Not Available	
42-77-554	6	EA		POST-KY PIPELINE	Not Available	Not Available	
43-02-0303	15	EA	2	2" IPS, BUTT FUSE, END CAP, SDR 11, PE2708, ASTM D2513	End Cap	60	41
43-02-0403	2	EA	4	4" IPS, BUTT FUSE, END CAP, SDR 11, PE2708, ASTM D2513	End Cap	60	
43-02-1773	25	EA	1	1" CTS ELECTROFUSION CAP, PE 4710, ASTM D2513	End Cap	99	
43-04-2303	40	EA	2	2" IPS, ELECTROFUSE, BLACK HIGH DENSITY COUPLING, FOR USE ON PE4710 & PE 2708, ASTM D2513	Coupling	99	41
43-04-2403	3	EA	4	4" IPS, ELECTROFUSE, BLACK HIGH DENSITY COUPLING, FOR USE ON PE4710 & PE 2708, ASTM D2513	Coupling	99	41
43-06-0303	20	EA	2	2" IPS, BUTT FUSE, 90 DEGREE ELBOW, SDR 11, PE2708, ASTM D2513	Elbow 90	60	
43-10-0403	1	EA	4x2	4" x 2" IPS, BUTTFUSE, REDUCER, SDR11/11.5 x 11, PE 2708, ASTM D2513	Reducer	60	
43-12-0303	22	EA	2	2" IPS, BUTT FUSE, INLINE TEE, SDR 11, PE2708, ASTM D2513	Tee	60	
43-20-2303	10	EA	2x2	2" x 2" IPS, ELECTROFUSE, HIGH VOLUME TAPPING TEE w/ 1.5 STEEL CUTTER, SDR 11 OUTLET SIZE w/ 8" PUP, PE 2708, ASTM D2513	Tapping Tee	60	
43-28-051	1	EA	2	2" STL TO PE, WELD x BUTT FUSE, TRANSITION, SCH40 Gr. B x SDR 11 PE 2708, CAT 1 (For Gas Pipe)	Transition	60	
44-61-114	1	EA		4B&T V/B 26-40 2	Not Available	Not Available	
44-61-152	1	EA		6B&T V/B 4-6PV 2	Not Available	Not Available	
44-78-003	1	EA	3/4	3/4" Continental Steel Service Tee, BW, 3/8" CR Punch, for use on 0.280" wt or less CONTINENTAL PART #1302-09-0814	Service Tee	500	RE DESI
74-47-512	18	RL		#8 DIR BORE WIRE	Not Available	Not Available	DRA
74-80-100	20	EA	2x1	2" IPS x 1" CTS, ELECTROFUSE, SERVICE TAPPING TEE w/ PROTECTIVE SLEEVE & 4in MARKER BALL, PE 2708, ASTM D2513	Service Tee	60	CHE AS-B
74-80-102	4	EA	4x1	4" IPS x 1" CTS, ELECTROFUSE, SERVICE TAPPING TEE w/ PROTECTIVE SLEEVE & 4in MARKER BALL, PE 2708, ASTM D2513	Service Tee	60	
74-80-105	25	EA		4" ELECTRONIC MR	Not Available	Not Available	<u>SI</u>
99-27-157	12	EA		IONIX STATIC SUP	Not Available	Not Available	
	kimum <i>A</i>	Allowed Pr	ressure valu	ues are the maximum pressure for which a component can be used in a NiSource system. Values are determined by manufacturer ratings			 F

Note 1: Maximum Allowed Pressure values are the maximum pressure for which a component can be used in a NiSource system. Values are determined by manufacturer ratings, design pressure calculations, and in the case of steel pipe/fittings; the *Maximum Allowed Pressure* has been established by calculating a pressure that keeps the SMYS below 20%, i.e. non-transmission classification.

Note 2: Material quantities listed are for reference only.





PROPOSED

		REVISIONS
0		
REV. #	DATE	DESCRIPTION

	NAME	DATE	PHONE #
AS-BUILT BY	Χ	Χ	X
CHECKED BY	Χ	Χ	X
DRAWN BY	TOM WALKER	07-19-22	859-288-0236
DESIGNED BY	TOM WALKER	07-19-22	859-288-0236

SITE NAME:

INST# 22-0261635-00 ABAN# 22-0261636-00 PROJECT ID# 22-86296

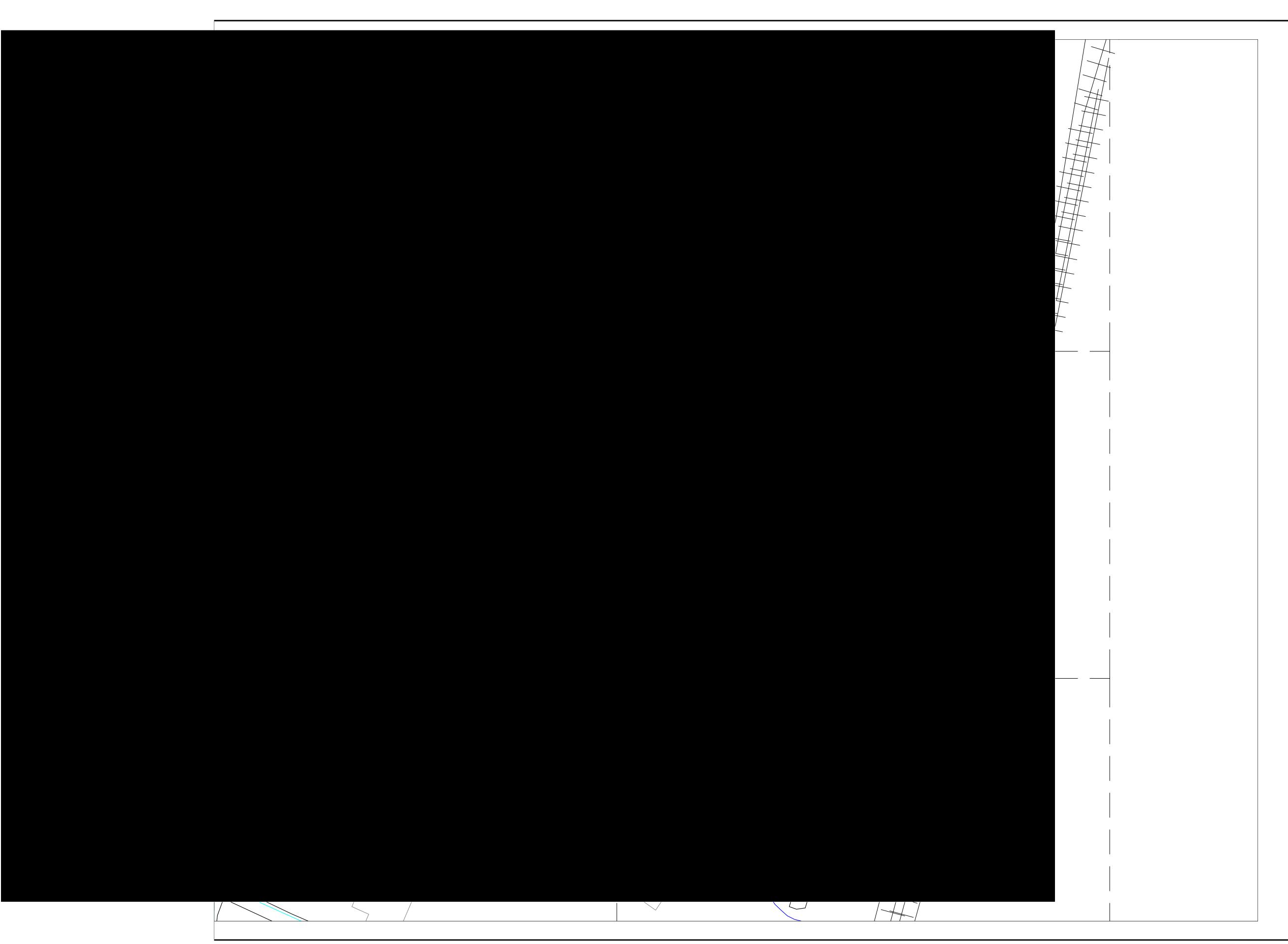
> BOB O LINK SMRP LEXINGTON, FAYETTE COUNTY

DRAWING TITLE:

BILL OF MATERIALS

DRAWING NO

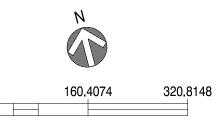
BOM-1







L-1	L-2
L-3	L-4
	L-5



PROPOSED

REVISIONS			
0			
REV. #	DATE	DESCRIPTION	

	NAME	DATE	PHONE #
AS-BUILT BY	Χ	X	X
CHECKED BY	Χ	X	X
DRAWN BY	TOM WALKER	07-19-22	859-288-0236
DESIGNED BY	TOM WALKER	07-19-22	859-288-0236

SITE NAME:

INST# 22-0261635-00 ABAN# 22-0261636-00 PROJECT ID# 22-86296

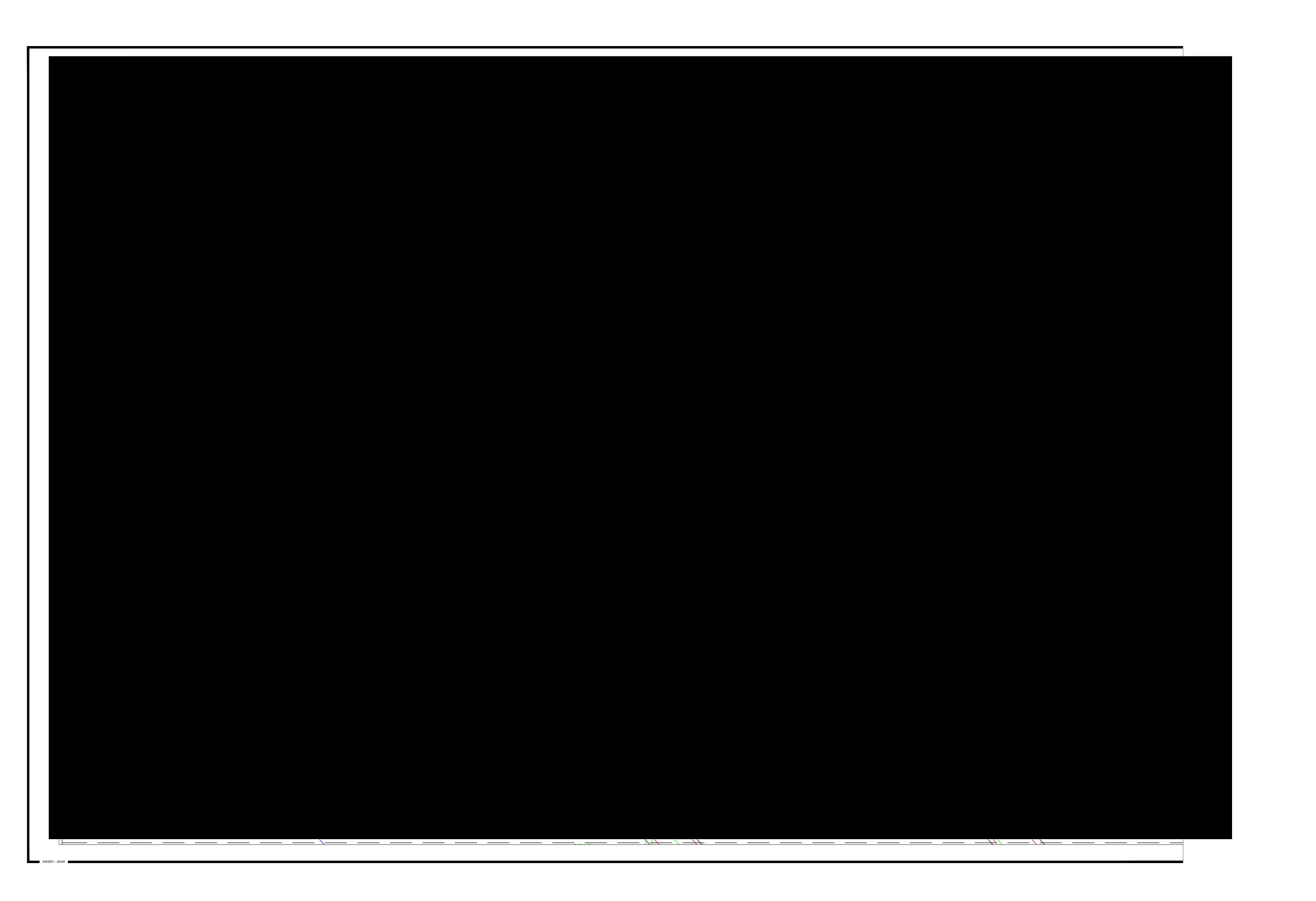
BOB O LINK SMRP

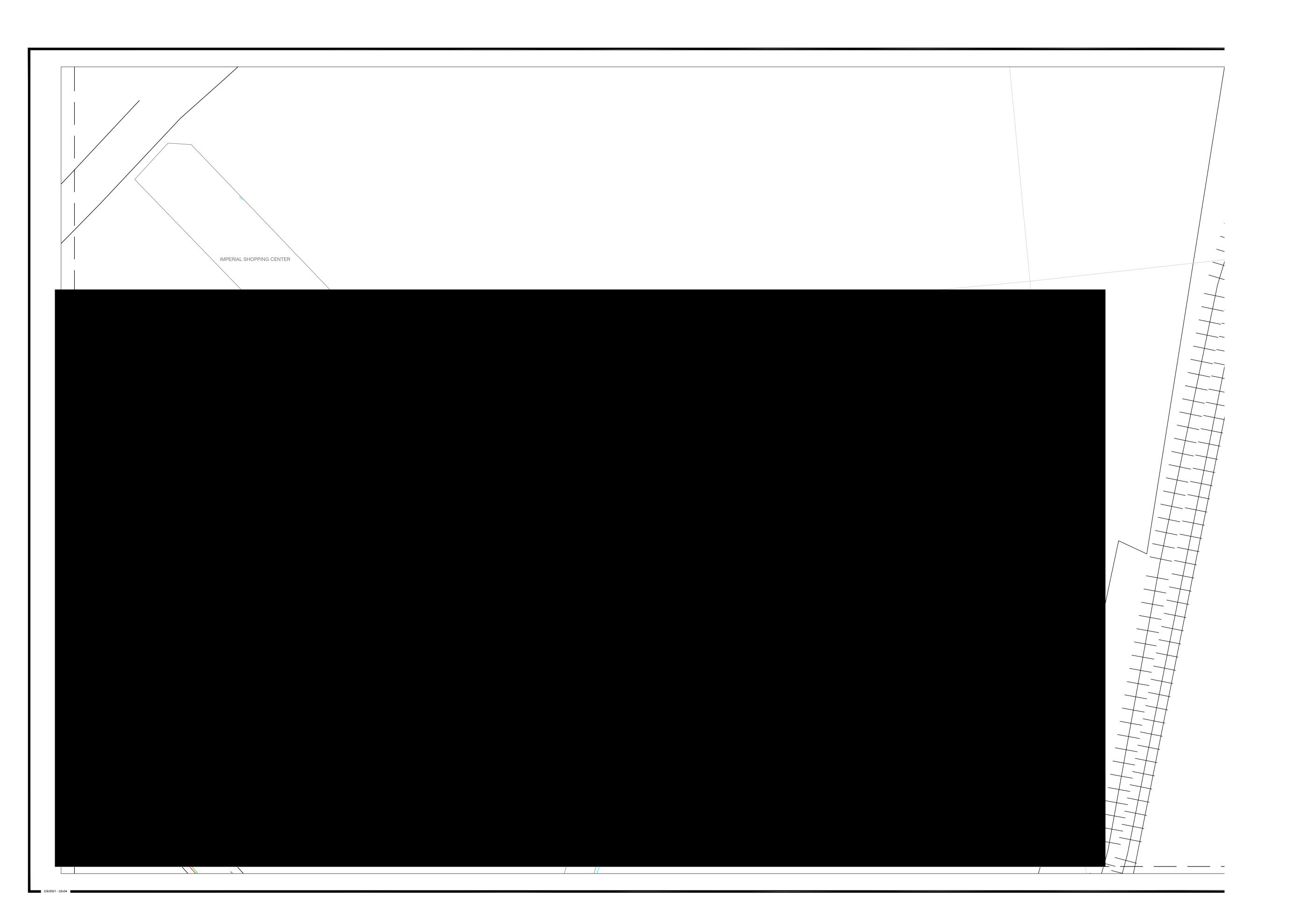
LEXINGTON, FAYETTE COUNTY

DRAWING TITLE:

OVERVIEW SHEET

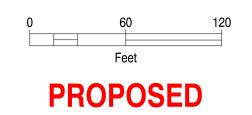
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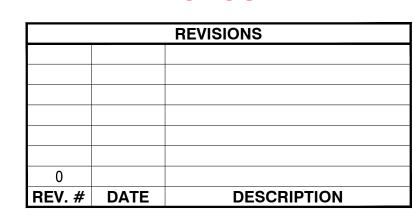












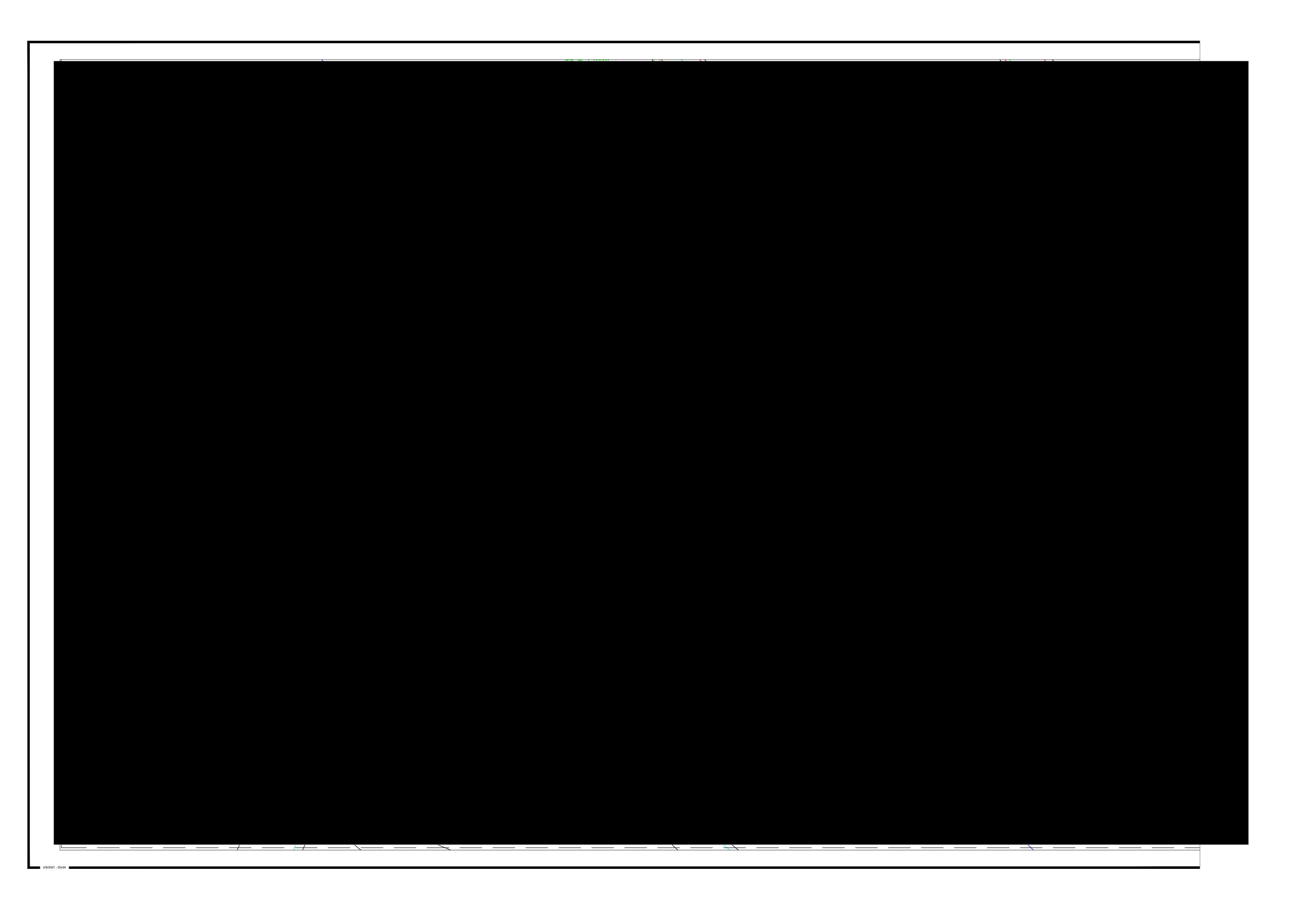
	NAME	DATE	PHONE #
AS-BUILT BY	Χ	Х	X
CHECKED BY	X	X	X
DRAWN BY	TOM WALKER	07-19-22	859-288-0236
DESIGNED BY	TOM WALKER	07-19-22	859-288-0236

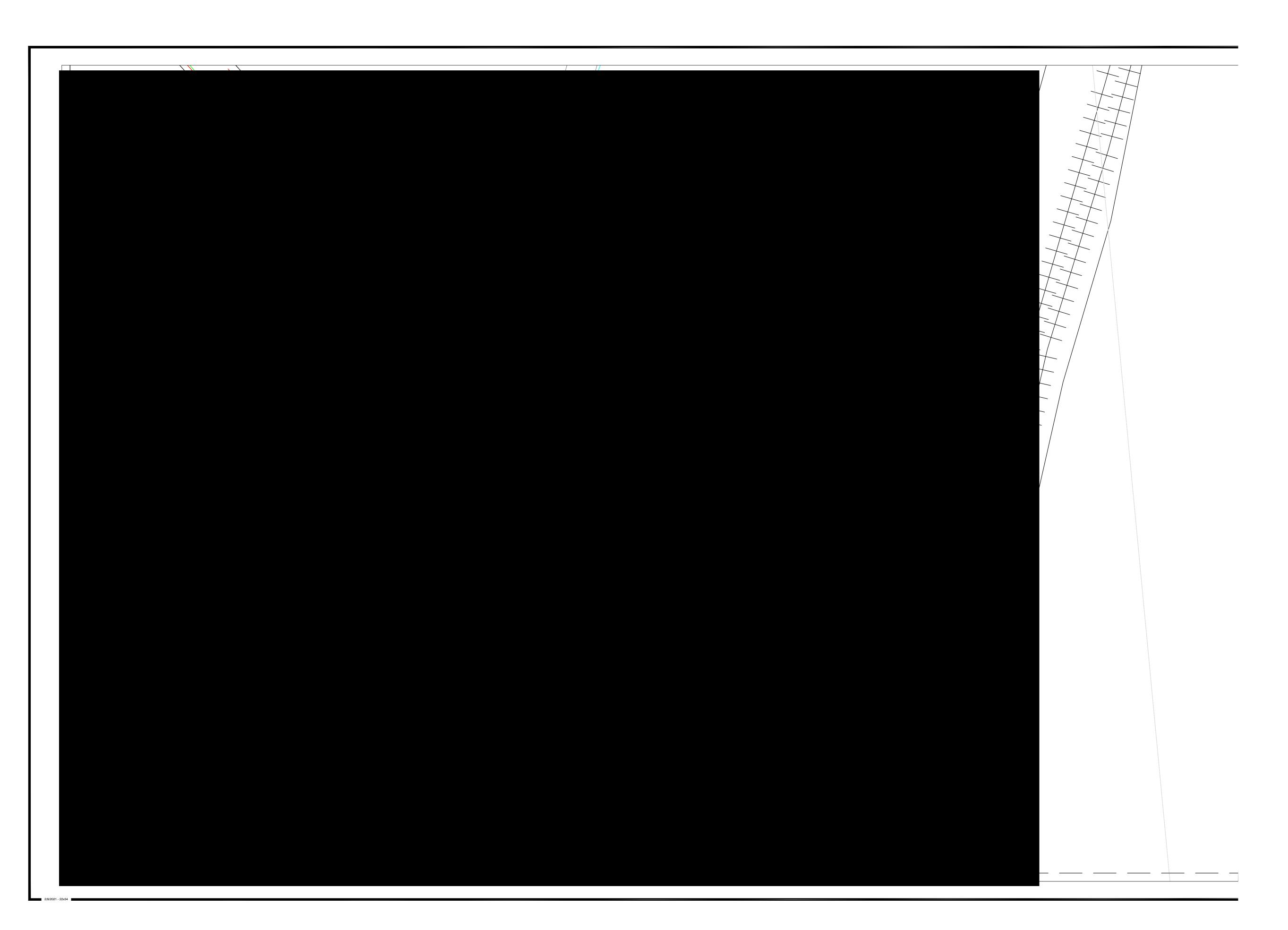
SITE NAME:

INST# 22-0261635-00 ABAN# 22-0261636-00 PROJECT ID# 22-86296

BOB O LINK SMRP LEXINGTON, FAYETTE COUNTY

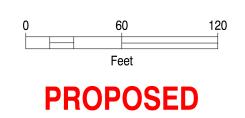
LAYOUT SHEET











REVISIONS 0 REV. # DATE DESCRIPTION

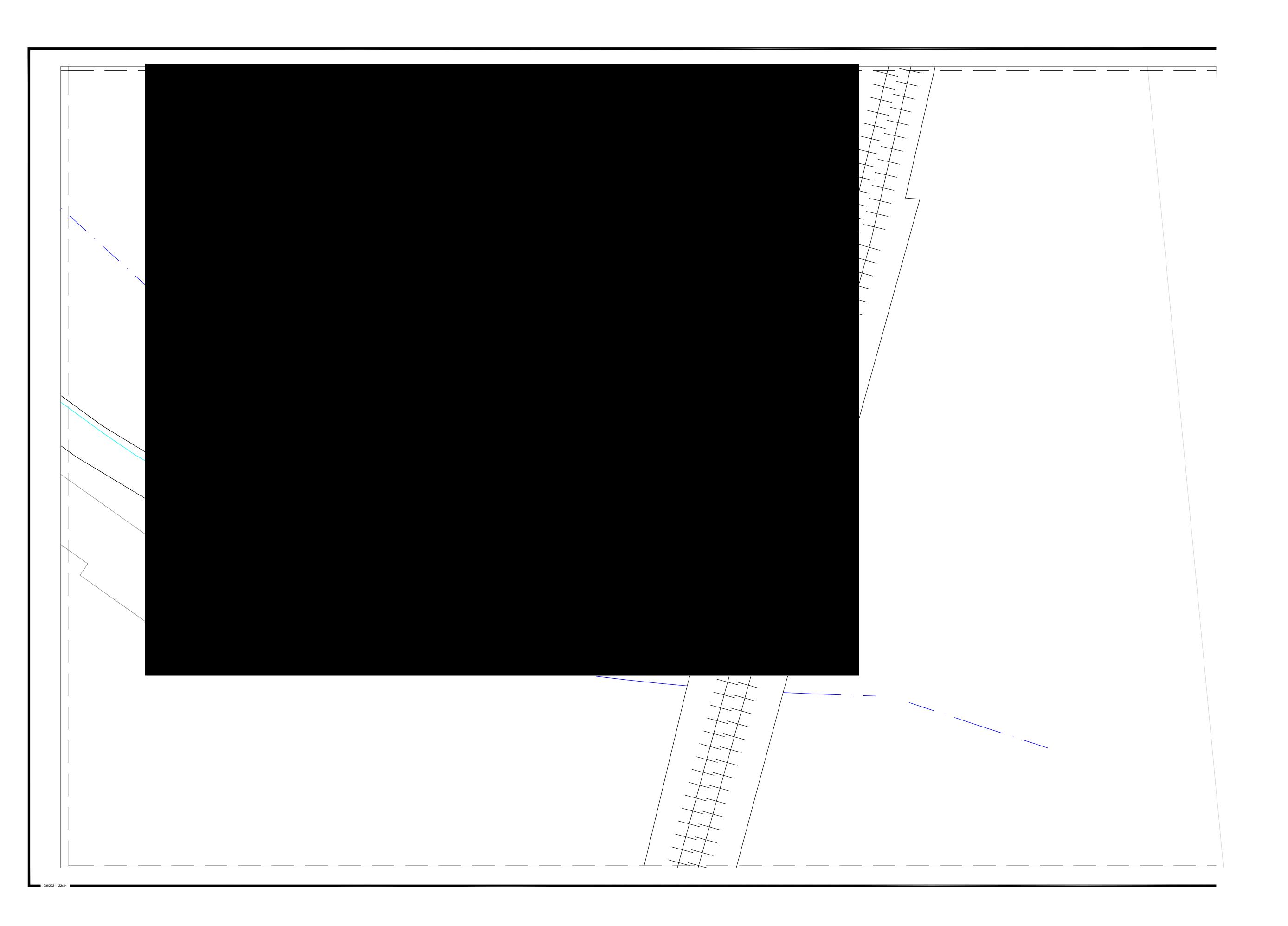
	NAME	DATE	PHONE #
AS-BUILT BY	Χ	Х	Х
CHECKED BY	Χ	Х	X
DRAWN BY	TOM WALKER	07-19-22	859-288-0236
DESIGNED BY	TOM WALKER	07-19-22	859-288-0236

SITE NAME:

INST# 22-0261635-00 ABAN# 22-0261636-00 PROJECT ID# 22-86296

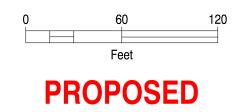
BOB O LINK SMRP LEXINGTON, FAYETTE COUNTY

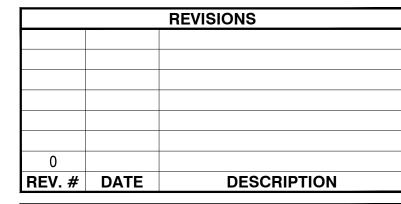
LAYOUT SHEET











	NAME	DATE	PHONE #
AS-BUILT BY	Χ	Х	X
CHECKED BY	Χ	X	X
DRAWN BY	TOM WALKER	07-19-22	859-288-0236
DESIGNED BY	TOM WALKER	07-19-22	859-288-0236

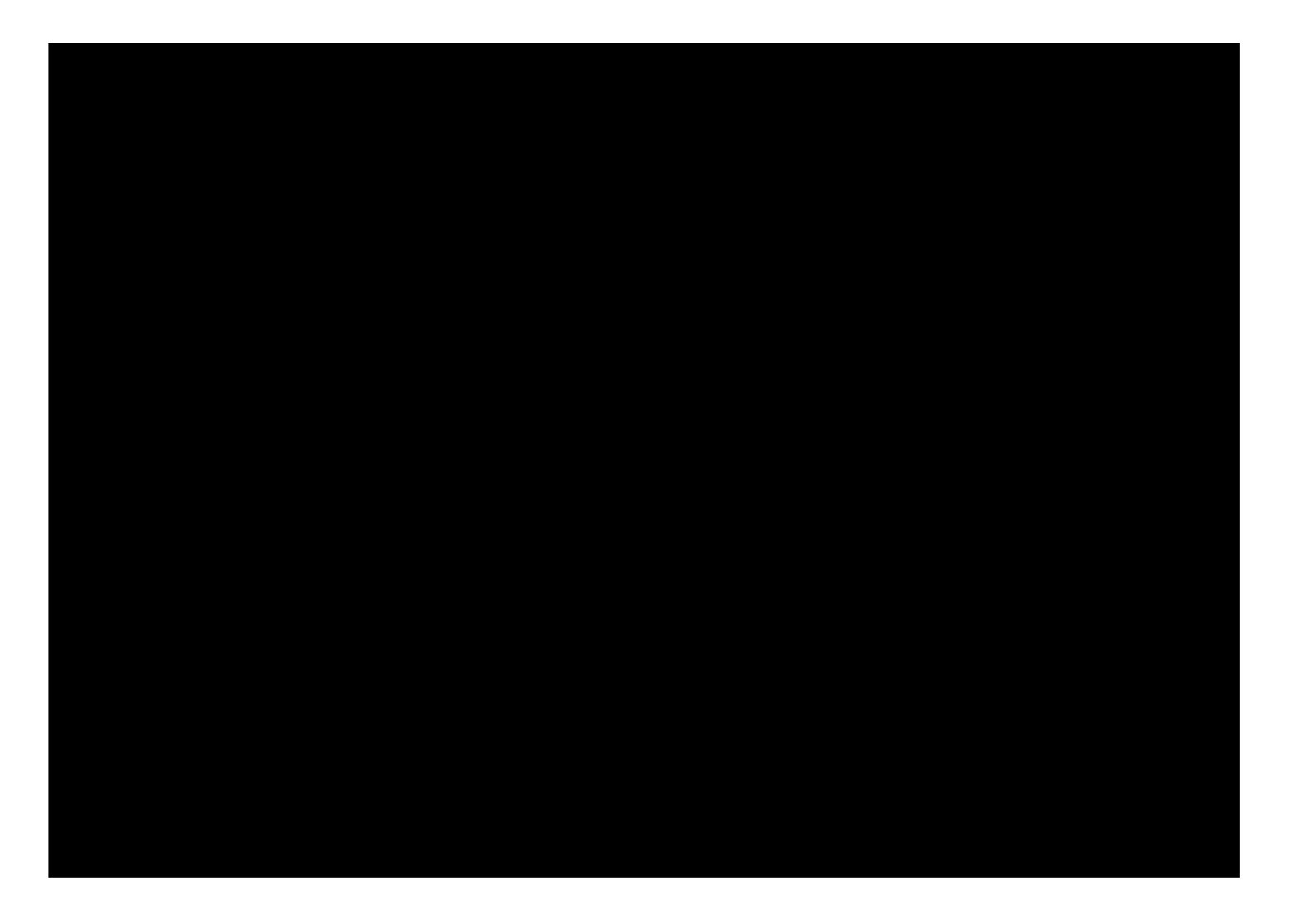
SITE NAME:

INST# 22-0261635-00 ABAN# 22-0261636-00 PROJECT ID# 22-86296

BOB O LINK SMRP LEXINGTON, FAYETTE COUNTY

LAYOUT SHEET

CONSTRUCTION DETAILS



DRAWING REVISION DATA	
CAD DRAWING REVISION BY:	R. POLONI (CAMPOS EPC)
CAD DRAWING REVISION DATE:	09/24/2021
REDLINE DRAWING REVISION BY:	
REDLINE DRAWING REVISION DATE:	



CONTROL LINE DETAILS

ISOMETRIC TEMPLATE 20200728

CONTROL LINE TAP UTILIZATION:

- A: MONITOR REGULATOR SENSE
- B: ASV SENSE
- C: ER 350 SENSE
- D: CONTROL REGULATOR SENSE

ISOMETRIC DRAWING LEGEND

\	SOIL-TO-AIR INTERFACE
	HIGH PRESSURE (HP)
	HP CONTROL LINE
	MEDIUM PRESSURE (MP)
	MP CONTROL LINE
	INTERMEDIATE PRESSURE (IP)
	IP CONTROL LINE
	LOW PRESSURE (LP)
	LP CONTROL LINE
	CONDUIT - OTHER
	FOREIGN-OWNED FACILITY

STATION INFORMATION

NiSource Station Name	BOB-O-LINK			
Measurement/Reg. Station #	R-1047			
Location/TCC	LEXINGTON/2621			
Premise ID	200351			
Address	451 BOB O LINK DR			
	LEXINGTON, KY 49593			
Latitude/Longitude	38.02790, -84.52148			
FOR POINTS OF DELIVERY				
Supplier Station Name				

Supplier Station Name Supplier Station Number Name of Supply Company



PROPOSED

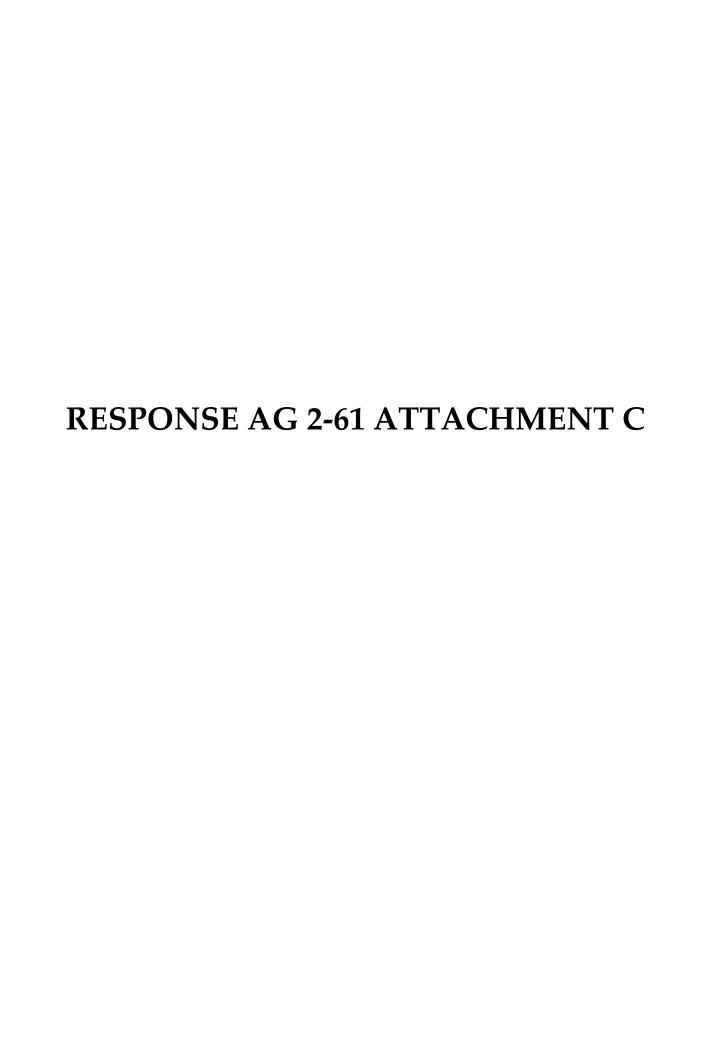
	REVISIONS			
0				
REV. #	DATE	DESCRIPTION		

	NAME	DATE	PHONE #
AS-BUILT BY	X	Х	Х
CHECKED BY	Χ	Х	X
DRAWN BY	TOM WALKER	07-19-22	859-288-0236
DESIGNED BY	TOM WALKER	07-19-22	859-288-0236

SITE NAME:

INST# 22-0261635-00 ABAN# 22-0261636-00 PROJECT ID# 22-86296

BOB O LINK SMRP LEXINGTON, FAYETTE COUNTY





Project Budget Request

Project Information

Project Name Macey Ave SMRP

Project Sponsor Madison Oliver

Date Prepared 8/16/22

Company Columbia Gas of Kentucky

Location 2623 - Versailles

Business Class Age & Condition

Amount \$5.4 million

Construction Year(s) 2023

Reference Number 22-87909

Approval Authority Routing Path Required Leader Field Engineering G. Sullivan \boxtimes Manager Field Engineering G. Sullivan \times **Director Gas Engineering** M. Rust \boxtimes **Director New Business** P. Potvin **VP Customer Operations** M. Caddell VP Engineering & Standards E. Belle \boxtimes See Capital **Corporate Approvals** Governance Policy **Additional Conditions**

Form (2015-11) Page 1 of 3

Project Description & Overview

- Project will abandon existing BS/CS/PM LP & MP and regulator station #1580 Co Premise 200252 and replace with new 2" & 4" PMMP.
- Project will eliminate portion of Versailles LP system and new main will be tied into Versailles MP system
- The allocated budget will allow for the installation of 12,290'-2" PMMP & 4,085'-4" PMMP
- Project supports SMRP goals and will remove bare steel from system
- Project is expected to be completed in 2023
- Cost Estimate:

occi Ecumato.	
Main	\$4,393,806
Station	\$0
Service Line & Meter	\$1,021,358
Total Estimated Cost	\$5,415,164
Estimated Main Cost per foot Installed	\$268/ft.

Existing MAOP: LP
 # of Service Lines: 241
 New MAOP: 45 PSIG
 # of Reconnects: 0

• # of Meter Move-Outs: 33

• Summary of Main(s) to be Installed:

LENGTH	SIZE	KIND
12,290'	2"	PMMP
4,085'	4"	PMMP
16,375'	Feet Total to Install	

• Summary of Main(s) to be Retired:

LENGTH	SIZE	KIND
10,456'	1.25"-6"	BSLP
6,958	3"-8"	CSLP
1,337'	3"-8"	PLP
59'	4"-8"	UNKLP
1,139'	3"	BSMP
219'	3"-4"	CSMP
130'	4"	PMP
20,298'	Feet Total to Retire	

Alternative Solutions

Minimum main size of 2" PMMP for entire project was considered. This solution
would not allow for the recommended pressure to deliver gas to the area and for
future growth of the system.

Agreements	\boxtimes	N/A
Accounting & Tax Implications		N/A
Risks and Mitigation	П	N/A

• H-H risk is the possibility of gas still being live in old mains to be abandoned due to insufficient records and incorrect mapping. CKY plans to mitigate this risk by

Form (2015-11) Page 2 of 3

Case No. 2024-00092 AG 2-61 Attachment C Page 3 of 17

checking spots on the lines to be abandoned to assure that the mains are properly killed.

Success Criteria

- Project completed without any accidents, injuries, or safety related issues.
- Project completed without any environmental related incidents.
- Project completed prior to commit date and with minimum budget variance.

Exit Strategies

N/A

Financial Analysis

N/A

Financial Models

N/A

Additional Information

N/A

Form (2015-11) Page 3 of 3



INSTALLATION ORDER NUMBER 22-0261709-00 ABANDONMENT ORDER NUMBER 22-0261708-00 PROJECT ID 22-86868 MACEY AVE SMRP

JOB TYPE: LEAKAGE REPLACEMENT (557/558)

PROJECT INFORMATION

FIELD ENGINEER/TECHNICIAN: MADISON OLIVER

CONSTRUCTION FLL: CODY STEELE/JOHN SMITH

PERMITS: CITY PERMIT
STATE PERMIT
ENVIRONMENTAL PERMIT

 TCC/LOA:
 2623

 COUNTY:
 WOODFORD

 TAX DISTRICT/TOWNSHIP ID:
 2398310

 MAP/GRID NUMBER:
 6696212K

24 HR, EMERGENCY LINE:

	VALVES PLANNED FOR ABANDONMENT							
			ABANDONED VALVE		DISPOSITION			
VALVE NO.	FACILITY ID	LOCATION DESCRIPTION	INSERTED? V	VALVE REMOVED (NO BOX: ABOVE GROUND	VALVE, VALVE BOX & LID REMOVED	VALVE REMAINS IN PLACE; BOX & LID REMOVED	VALVE REMAINS IN PLACE: BOX FILLED V	
				VALVE)			CONCRETE	
C174	392036	R-1580 Outlet						
C175	392925	R-1580 Inlet						
#								
#								
#								
	* - IF "YES," APPROVAL AND REASON ARE REQUIRED AND SHALL BE DOCUMENTED. NOTE: IF VALVE COULD NOT BE LOCATED, MAKE APPLICABLE COMMENT IN ABOVE TABLE.							

1-800-432-9515

PROPOSED FACILITIES - SYS	TEM MOP AND PRESSURE TEST DATA
SYSTEM NUMBER	32010008
SYSTEM NAME	VERSAILLES MP
SYSTEM MOP (PSIG)	45
SEGMENT MAOP (PSIG)	60
MINIMUM TEST PRESSURE (PSIG)	90
MAXIMUM TEST PRESSURE (PSIG)	125

 PROPOSED FACILITIES - SYSTEM MOP AND PRESSURE TEST DATA

 SYSTEM NUMBER
 32010003

 SYSTEM NAME
 VERSAILLES LP

 SYSTEM MOP (PSIG)
 LP

 SEGMENT MAOP (PSIG)
 60

 MINIMUM TEST PRESSURE (PSIG)
 90

 MAXIMUM TEST PRESSURE (PSIG)
 125

VICINITY MAP



PROJECT DESCRIPTION

Installing 16,375' of 2"/4" PMMP and abandoning 20,298' of 1.25"-8" BSLP/CSLP/PLP/UNKLP/BSMP/CSMP/PMP and R-1580 Co Premise 200252 with 241 active services.

SHEET INDEX

DWG.	DESCRIPTION
T-1	TITLE SHEET
GN-1	GENERAL NOTES
BOM-1	BILL OF MATERIALS
O-1	OVERVIEW SHEET
L-1 - L-9	LAYOUT PLANS
D-1	CONSTRUCTION DETAILS

PROJECT SUMMARY TABLE

PROPOSED INSTALLATION			PROP	OSED ABANDON	IMENT	
LENGTH (FT)	SIZE (IN)	TYPE	LENGTH (FT)	SIZE (IN)	TYPE	
12,290'	2"	PMMP	10,456	1.25"-6"	BSLP	
4,085'	4"	PMMP	6,958'	3"-8"	CSLP	
			1,337'	3"-8"	PLP	
			59'	4"-8"	UNKLP	
			1,139'	3"	BSMP	
			219'	3"-4"	CSMP	
			130'	4"	PMP	
16,375' TOTAL INSTALLATION (FEET)			20,298'	TOTAL ABANDO	ONMENT (FEET)	

	METER OUTS			
ESTIMATED GAS SERVICES	241	0	241	33

MATERIAL APPROVED FOR USE ON THIS JOB ORDER IS LIMITED TO WHAT IS LISTED IN THE BILL OF MATERIALS IN THIS DRAWING.

ANY ADDITIONAL MATERIAL MUST BE APPROVED FOR USE BY THE P.E. RESPONSIBLE FOR THIS PROJECT.





PROPOSED

REVISIONS					
0					
REV. #	DATE	DE	SCRIPTION	ON	
DESIGNED B	Y MADIS	SON OLIVER	7/15/22	804-624-715	
DRAWN BY	MADIS	ON OLIVER	7/15/22	804-624/715	
CHECKED BY		X	Х	Х	

SITE NAME:

INST# 22-0261709-00 ABAN# 22-0261708-00 PROJECT ID# 22-86868

DATE PHONE #

MACEY AVE SMRP VERSAILLES, WOODFORD

RAWING TITL

TITLE SHEET

DRAWING NO:

T-1 L

General Notes

- 1. Deviation from NiSource CAD Standards is at discretion of reviewing Professional Engineer.
- 2. Refer to project documentation for the associated Environmental Compliance Plan (ECP) and any project-specific documentation.
- 3. The proposed gas facility locations shown are approximate and are subject to change.
- 4. Property lines, structures, street lines, etc. were compiled using the NiSource GIS and are to be considered approximate and not to scale.
- 5. Existing utilities, where shown, have been compiled from above ground evidence only and are to be considered approximate. NiSource does not guarantee the location of the underground utilities shown or that all existing utilities and/or subsurface structures are shown.
- 6. Individual service line designs for services smaller than 3 inches in diameter are not provided by Engineering. These services shall be installed using the standard design criteria and material specified in the NiSource standards. Services 3 inches and larger in diameter shall be designed, reviewed, and represented on a separate plan set as necessary.
- 7. This project will adhere to all applicable federal, state or local permitting requirements for abandonment and installation of natural gas pipelines. All Federal, State, and Local codes and standards will be adhered including, but not limited to, the following:

Code of Federal Regulations (CFR)

49 CFR 192 Pipeline Safety Regulations

29 CFR 1910 Occupational Safety and Health Administration (OSHA)

American Society of Mechanical Engineers (ASME)

ASME B31.8 Gas Transmission and Distribution Piping Systems

- 8. All NiSource design codes and standards will be adhered to as applicable.
- 9. Prior to beginning any excavation on site, the person responsible for earth moving shall notify utility owners of their intent to excavate and to have the exact locations of the utility lines marked by contacting the one call center in their state subject to any applicable state advance notification requirements.
- 10. Proposed or completed gas facility installation location references may be indicated by a combination of the following codes:

F - FRONT **CLP - CENTER OF PAVEMENT** D - DRIVEWAY EDGE EP - EDGE OF PAVEMENT BK - BACK CLR - CENTER OF RIGHT-OF-WAY CEL - CENTER OF EASTBOUND LANE ES - EDGE OF SIDEWALK L - LEFT CWL - CENTER OF WESTBOUND LANE PL - PROPERTY LINE R - RIGHT B - BUILDING EDGE CNL - CENTER OF NORTHBOUND LANE CSL - CENTER OF SOUTHBOUND LANE CU - CURB

Drawing Revision Conditions:

- 1. If, during the course of project construction, anticipated changes to project plans result in complex project criteria being met as defined by NiSource Gas Standard 2810.050 "Stakeholder Reviews of Design Capital Projects," the changes shall not be implemented until revised project documentation is reviewed by the Project Engineer and approved by a Professional Engineer as necessary.
- 2. Any additional gas pressure containing material not listed on the project Bill of Materials must be reviewed by the Project Engineer and reviewing Professional Engineer prior to use.
- 3. Any significant changes to proposed primary pipeline installation methods and location must be reviewed by the Project Engineer and reviewing Professional Engineer.
- 4. Any significant changes to proposed project scope must be reviewed by the Project Engineer and reviewing Professional Engineer. Significant changes to project scope may include changes to proposed design pressure, change of proposed pipe size and material affecting system hydraulics, and the addition or removal of significant amounts of pipeline installation or abandonment.
- 5. Any significant changes to proposed tie-ins must be reviewed by the Project Engineer and reviewing Professional Engineer. Significant changes may include the following: addition or removal of a tie-in, change in proposed tie-in material, change in proposed tie-in method, and change in tie-in location if system hydraulics may be affected.

Environmental Notes

- 1. All NiSource construction activities must be completed in accordance with the Environmental Construction Standards (HSE 4440.020) and the project Environmental Compliance Plan (ECP). Said ECP shall be provided by others.
- The project ECP and any site-specific erosion control drawings, must be provided to the contractor with the project drawings for review and planning prior to the start of construction activities. This includes any tree clearing activities required prior to the start of facility construction activities.
- The project ECP and any associated drawings must be reviewed with construction, the contractor, and an environmental representative prior to the start of construction activities.
- 4. These documents must remain on site for the duration of the construction project, and any project scope changes, with the potential to impact the requirements of the ECP or environmental drawings, must be coordinated with an environmental representative prior to completion.

Mi Cource



DRAWING LEGEND

(Gas Main Sym	bology	Gas Facility Syn	nbology
-		Existing Gas Main	⊗x"GV	Gas Valve
-		Existing Gas Main to Be Abandoned	⊗x"PV	Critical Gas Valve
-		Proposed Gas Main		(Gate - GV, Plug - PV, PE Ball - BP, ST Ball - BV)
-		Proposed Gas Main Uprate	○x"HVTT	High Volume Tapping Tee
		·	○x"SST	Pressure Control Fitting - ShortStopp Tee
(Gas Main Mate	erial/Pressure Label References	○x"SPH	Pressure Control Fitting - Spherical Tee
Ν	MATERIAL CO	DES	○x"MF-BO	Pressure Control Fitting - Mueller Bottom-out
(CS*	Coated Steel Gas Main	○x"MF-SO	Pressure Control Fitting - Mueller Side-out
	NT*	Weld Treated Gas Main	○x"MF-FT	Pressure Control Fitting - Mueller Flange Tee
	CI*	Cast Iron Gas Main	¤x"SS	Pressure Control Fitting - ShortStopp
	3S*	Bare Steel Gas Main	¤x"MF	Pressure Control Fitting - Mueller Stopper
	NI*	Wrought Iron Gas Main		PPolytapp Side Saddle Fitting
	PH*	High Density Polyethylene Gas Main	I	Transition
	· РМ*	Medium Density Polyethylene Gas Main	_	End Cap
	PRESSURE CO		Ð	Riser
	LP	Low Pressure	Ĭ	Reducer
	IP	Intermediate Pressure	EM	Electronic Marker
	 MP	Medium Pressure	TWS	Flush-mounted Tracer Wire Station
	'HP	High Pressure	F	Post Pipeline Marker with Tracer Wire
	 MISCELLANEC		мм	Gas Main Marker without Tracer Wire
	'-SER	Service	₩ ₩	Test Well
	-3LN '-R	Riser	®	Regulator Station
	TC)	Transmission Class	R	Single Customer Regulator
		llation Method Label References	(M)	Meter
	as Main insta T	Attached	(W)	****
	NI BH		₩. ₽	Meter with Regulator
	оп BLGH	Bridge Hanger	₽ ①	Test Point (Station) Gas Service Tie-over
	DB	Building Hanger Directional Bore	®	
	S S			Gas Service Replacement
	S DC	Inserted	MMO	Meter Move Out
		Open Cut	Swing Tie Symb	
	PB	Pneumatic Bore	①	Telephone Manhole
	PL ST	Plowed	0	Drain Manhole
	RT.	Roof Top	©	Electric Manhole
	E)	Existing		Catch Basis
(P)	Proposed	\$	Sewer Manhole
			⊗.	Fire Hydrant
	W1	Weld Location	*	Utility Pole
			•	Property Marker
	ті	Gas Main Tie-in Location		Telephone Pedestal
		and man no in Ecodion	C	Television Pedestal
			Ü me	Unknown Manhole
	A1	Gas Main Abandonment Location	WB O WG	Water Box

Ε

Water Gate

Iron Pin Light Pole

Electric Pedestal

PROPOSED

REVISIONS					
0					
REV. #	DATE	DESCRIPTION			

	NAME	DATE	PHONE #
AS-BUILT BY	X	Х	Х
CHECKED BY	X	Х	Х
DRAWN BY	MADISON OLIVER	7/15/22	804-624/7155
DESIGNED BY	MADISON OLIVER	7/15/22	804-624-7155

SITE NAME:

INST# 22-0261709-00 ABAN# 22-0261708-00 PROJECT ID# 22-86868

MACEY AVE SMRP VERSAILLES, WOODFORD

DRAWING TITLE:

GENERAL NOTES

DRAWING NO

GN-1 L

	BILL OF MATERIALS					
SSN	QTY	UNIT	SIZE (inches)	DESCRIPTION		MAXIMUM ALLOWED PRESSURE (psig)
09-45-0791	12290	FT	2	2" IPS X 500' COIL, .216 wt, SDR11, PE2708, ASTM-D2513	Plastic Pipe	60
09-45-324	4085	FT	4	4" IPS X 40' JOINT, .391 wt, SDR11.5, PE2708, ASTM-D2513	Plastic Pipe	60
16-05-104	1	EA	4	4" IPS, KEROTEST FULL-PORT BALL VALVE, BUTT FUSE, SDR 11, MDPE PE2708, ASTM D2513	Ball Valve	60
17-05-061	6	EA		3/4 CAP WELD STD	Not Available	Not Available
17-05-127	1	EA	3	3" CAP, 0.216" WALL, GRADE B, ASTM 234, BUTT WELD, CARBON STEEL, ASME B16.9	End Cap	864
17-05-169	1	EA	4	4" CAP, 0.188" wt, Bare, BW, Grade B, TAPER, ASTM A-234, WPB	End Cap	585
21-83-101	2	EA	4x2	4" SERVICE SADDLE w/ 2" NPT TAP, DRESSER STYLE 91, CONDUCTIVE DOUBLE STRAP, FOR STEEL PIPE (4.13-4.75" OD)	Saddle	150
42-25-007	1	EA	3	3" SHORTSTOPP, TDW, WELD FITTING, ANSI 150, DP = 285 PSIG, 0.4 DF, THREADED CAP, TDW#: 26-0213-0000	Stopper	285
42-25-110	1	EA	4	4" THREE-WAY TEE, TDW, WELD FITTING, ANSI 150, DP = 285 PSIG, 0.4 DF, FLANGED COVER, 0.237" wt OUTLET, TDW#: 06-7218-000	Tee	285
42-31-003	11	EA		3# ANODE HI-POTE	Not Available	Not Available
42-53-303	17	EA		3 TAPE BURIED GA	Not Available	Not Available
42-77-554	37	EA		POST-KY PIPELINE	Not Available	Not Available
43-02-0353	1	EA	3	3" IPS, BUTT FUSE, END CAP, SDR11, PE2708, ASTM D2513	End Cap	60
43-02-0403	1	EA	4	4" IPS, BUTT FUSE, END CAP, SDR 11, PE2708, ASTM D2513	End Cap	60
43-02-1773	17	EA	1	1" CTS ELECTROFUSION CAP, PE 4710, ASTM D2513	End Cap	99
43-04-2303	24	EA	2	2" IPS, ELECTROFUSE, BLACK HIGH DENSITY COUPLING, FOR USE ON PE4710 & PE 2708, ASTM D2513	Coupling	99
43-04-2403	20	EA	4	4" IPS, ELECTROFUSE, BLACK HIGH DENSITY COUPLING, FOR USE ON PE4710 & PE 2708, ASTM D2513	Coupling	99
43-06-0303	4	EA	2	2" IPS, BUTT FUSE, 90 DEGREE ELBOW, SDR 11, PE2708, ASTM D2513	Elbow 90	60
43-06-0403	2	EA	4	4" IPS, BUTT FUSE, 90 DEGREE ELBOW, SDR 11, PE2708, ASTM D2513	Elbow 90	60
43-10-0403	7	EA	4x2	4" x 2" IPS, BUTTFUSE, REDUCER, SDR11/11.5 x 11, PE 2708, ASTM D2513	Reducer	60
43-12-0303	8	EA	2	2" IPS, BUTT FUSE, INLINE TEE, SDR 11, PE2708, ASTM D2513	Tee	60
43-12-0403	7	EA	4	4" IPS, BUTT FUSE, INLINE TEE, SDR 11/11.5, PE2708, ASTM D2513	Tee	60
43-15-2511	6	EA	3x1	3" IPS x 1" CTS, ELECTROFUSE, SERVICE TAPPING TEE w/ PROTECTIVE SLEEVE, PE 2708, ASTM D2513	Service Tee	60
43-15-2513	1	EA	4x1	4" IPS x 1" CTS, ELECTROFUSE, SERVICE TAPPING TEE w/ PROTECTIVE SLEEVE, PE 2708, ASTM D2513	Service Tee	60
43-20-2353	3	EA	3x2	3" x 2" IPS, ELECTROFUSE, HIGH VOLUME TAPPING TEE w/ 1.8 STEEL CUTTER, SDR 11 OUTLET SIZE w/ 8" PUP, PE 2708, ASTM D25	Tapping Tee	60
43-28-081	1	EA	4	4" STL TO PE, WELD x BUTT FUSE, TRANSITION, SCH40 Gr. B x SDR 11.5 PE 2708, CAT 1 (For Gas Pipe)	Transition	60
43-81-046	10	EA	2	2" IPS, BUTT FUSE, PURGE CAP, SDR 11, PE2708, ASTM D2513	Purge Fitting	60
44-84-1246	10	EA	1	1" CTS RISER, 1", MODEL:100007263, CENTRAL PLASTICS, FLEX, mdpe PE 2708, MPT x CTS, 0.099" WT WITH 36" PIGTAIL PLAIN END	Riser	60
44-88-096	2	EA	3x1	3x1 Continental steel bolted punch teewith weld outlet	Tee	300
44-88-110	4	EA	4x1	1" X 4" Continental industries SADDLETT 1 BODY PARALLEL & 3 HINGE D	Service Tee	
74-47-578	33	RL		#12 TRACER WIRE	Not Available	Not Available
74-80-105	164	EA		4" ELECTRONIC MR	Not Available	Not Available

Note 1: Maximum Allowed Pressure values are the maximum pressure for which a component can be used in a NiSource system. Values are determined by manufacturer ratings, design pressure calculations, and in the case of steel pipe/fittings; the Maximum Allowed Pressure has been established by calculating a pressure that keeps the SMYS below 20%, i.e. non-transmission classification.

Note 2: Material quantities listed are for reference only.





PROPOSED

\vdash				
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REV. #	DATE	DESCRIPTION		
DESIGNED BY	MADIS	ON OLIVER	7/15/22	804-624-7155
DRAWN BY	MADIS	ON OLIVER	7/15/22	804-624/7155
CHECKED BY		Χ	Х	Х
AS-BUILT BY	X		Х	Х
	N	IAME	DATE	PHONE #

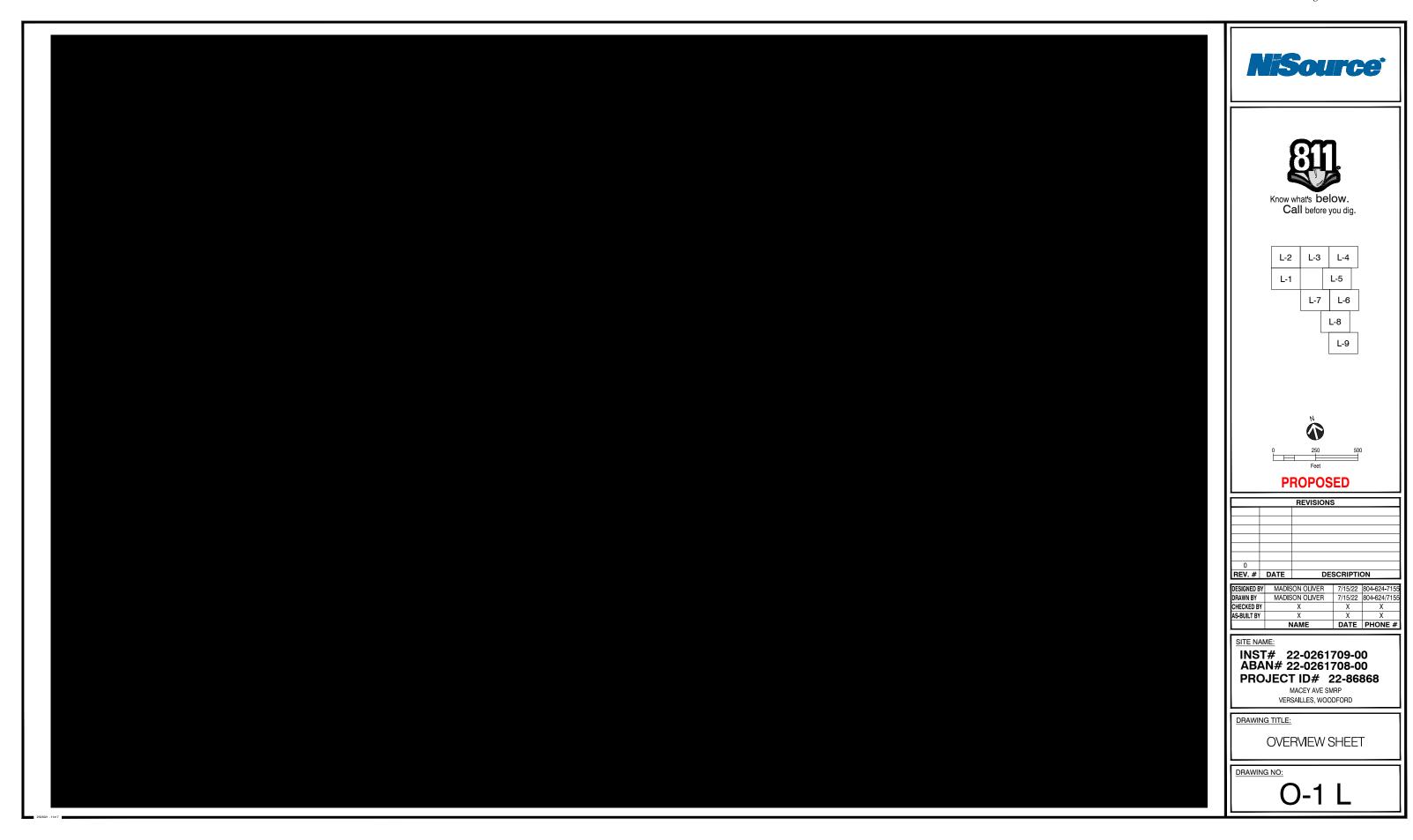
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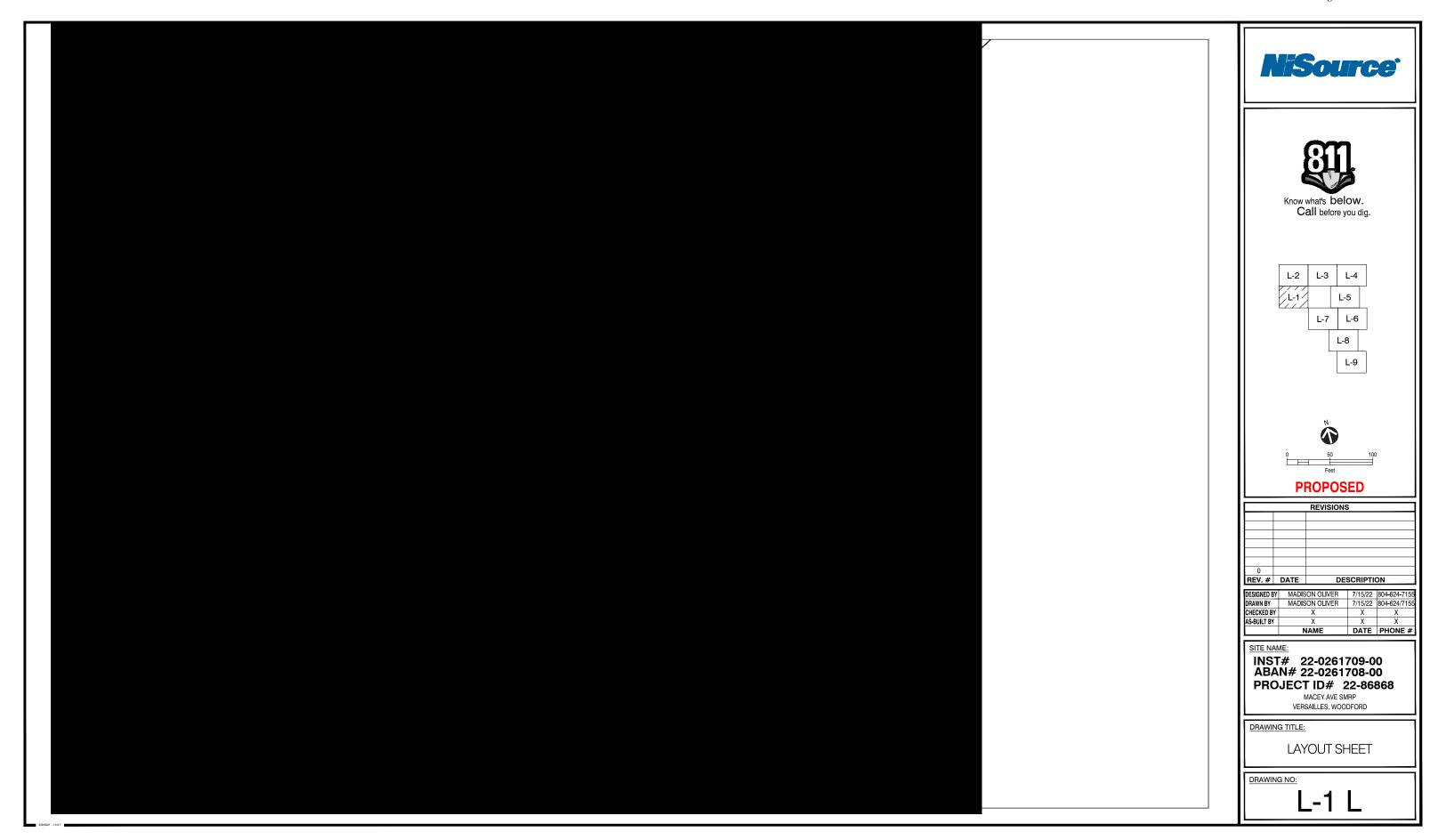
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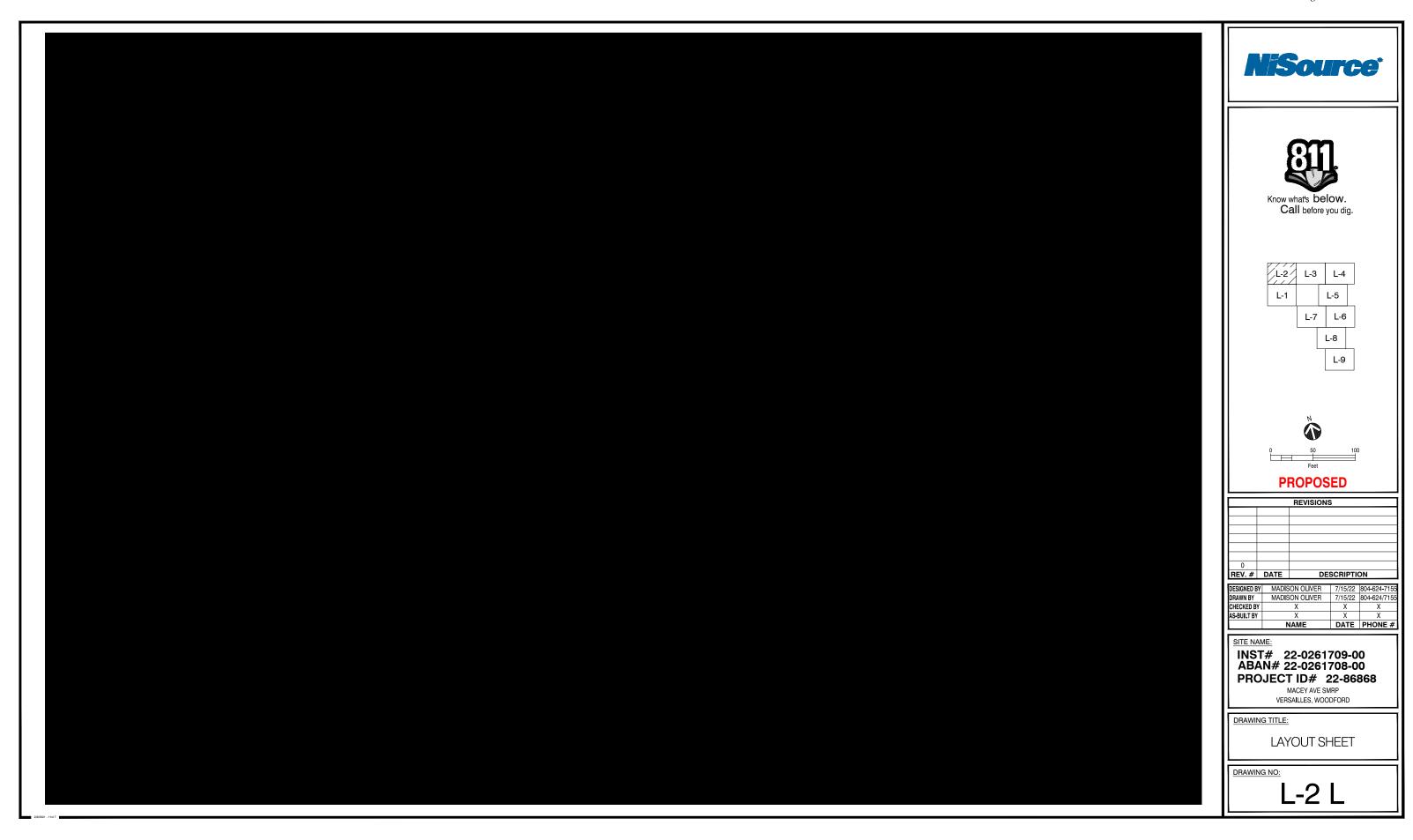
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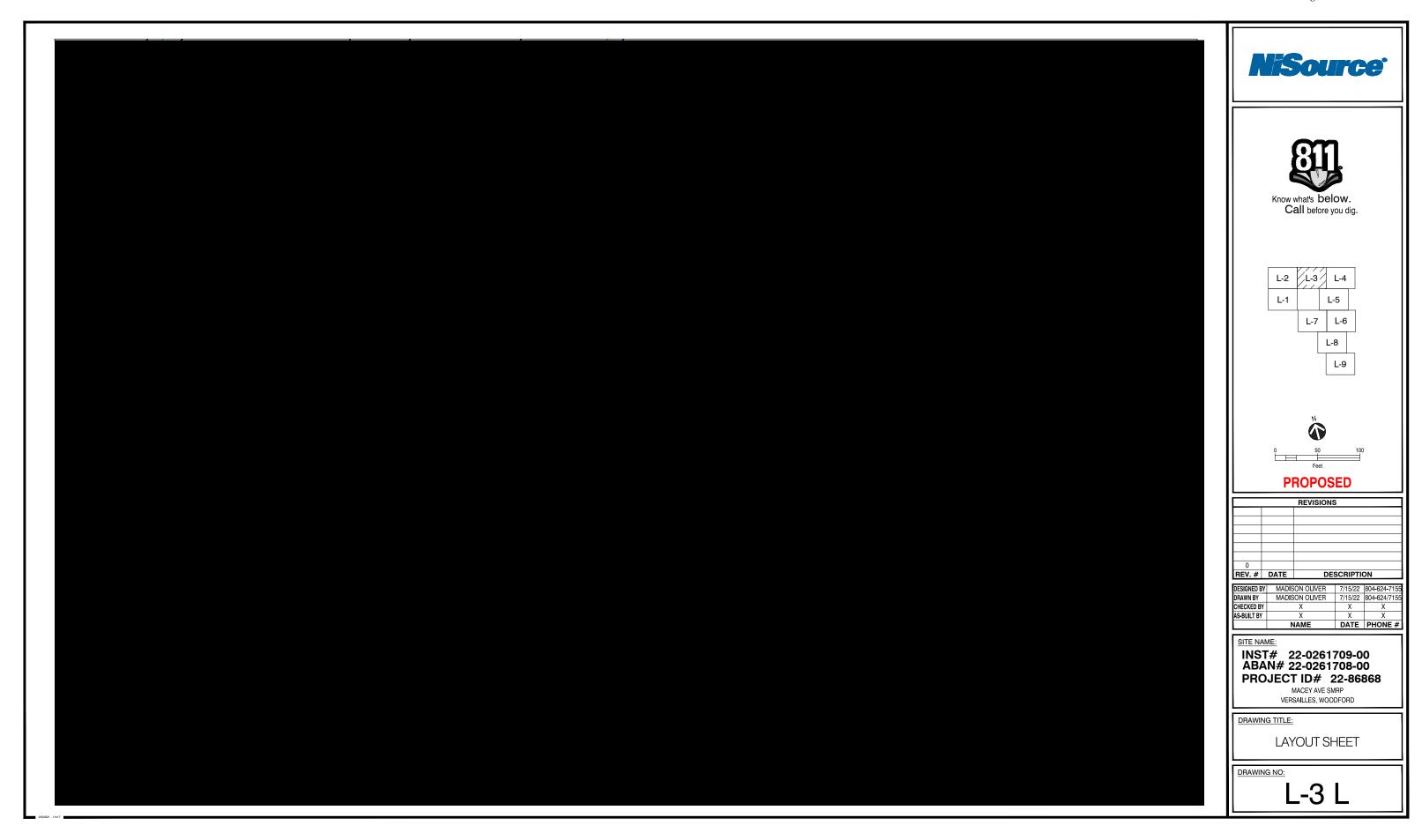
MATERIAL INFORMATION

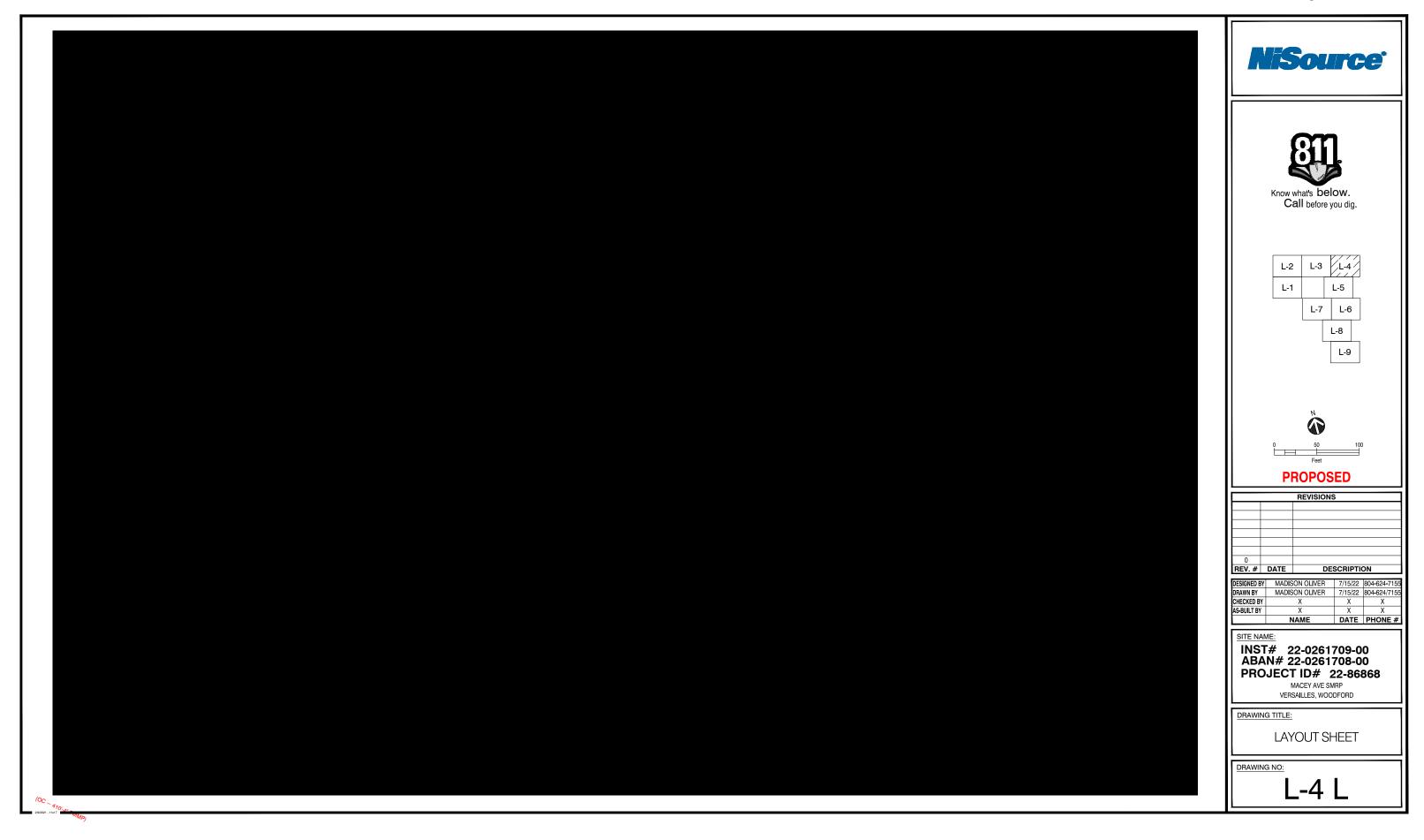
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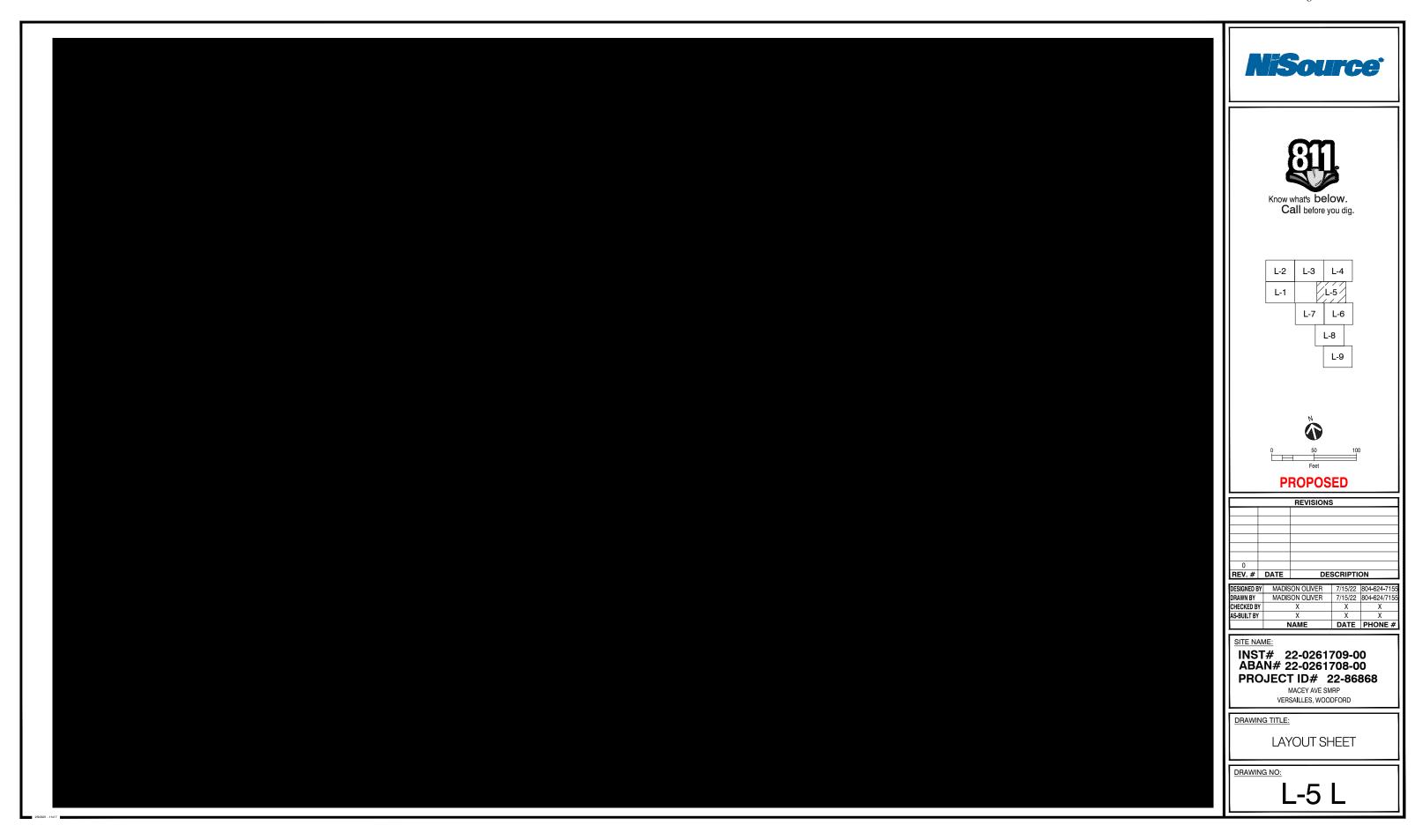






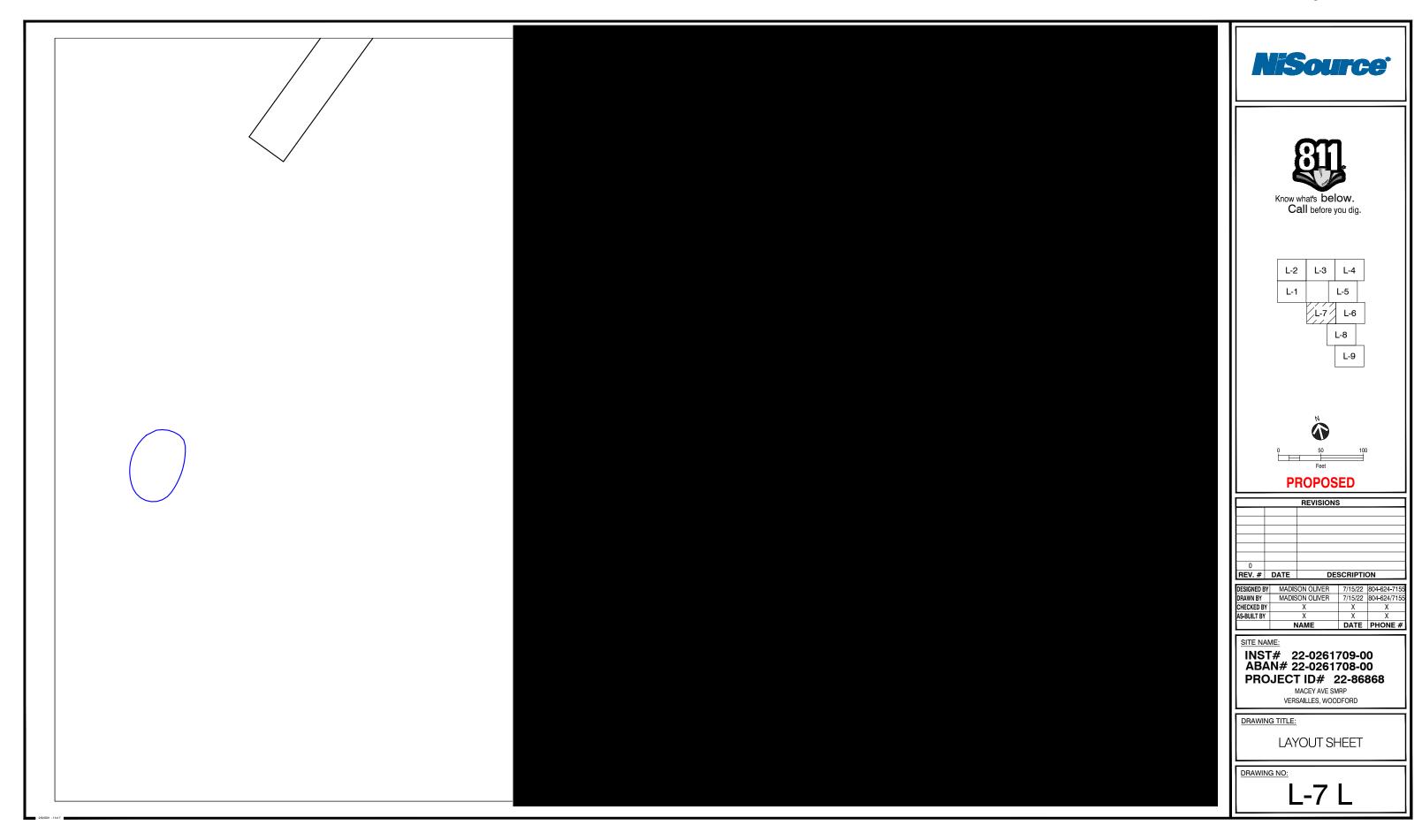


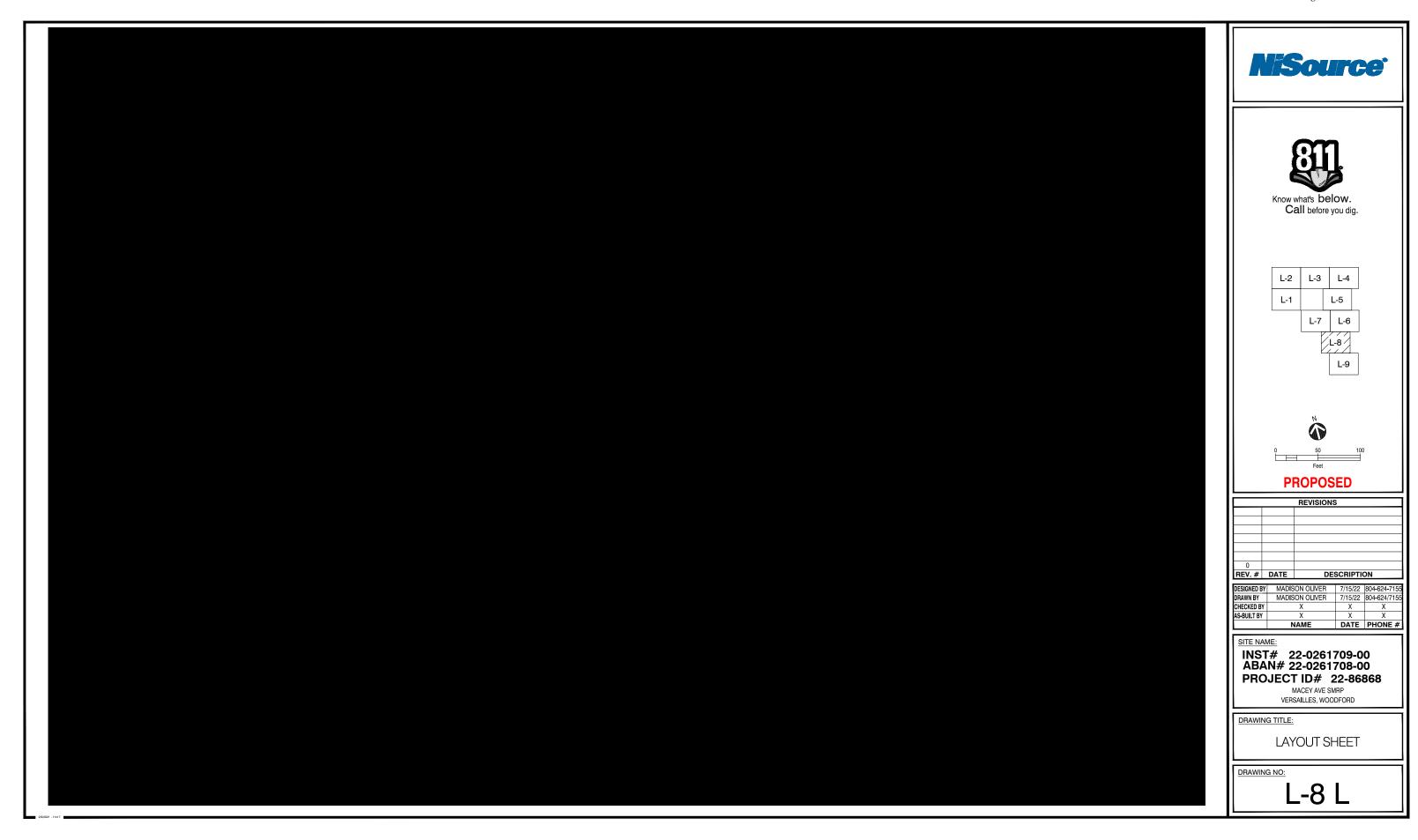


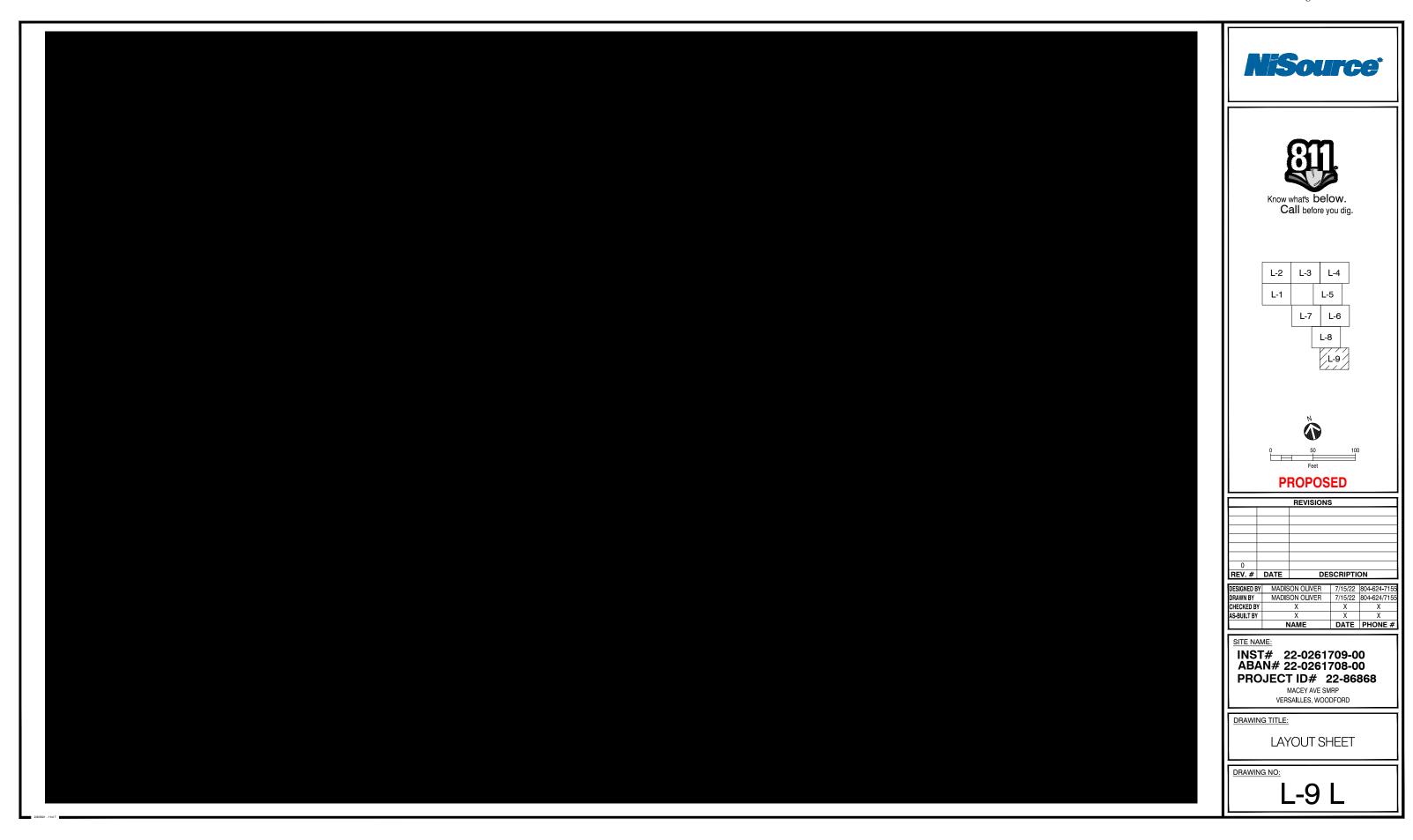


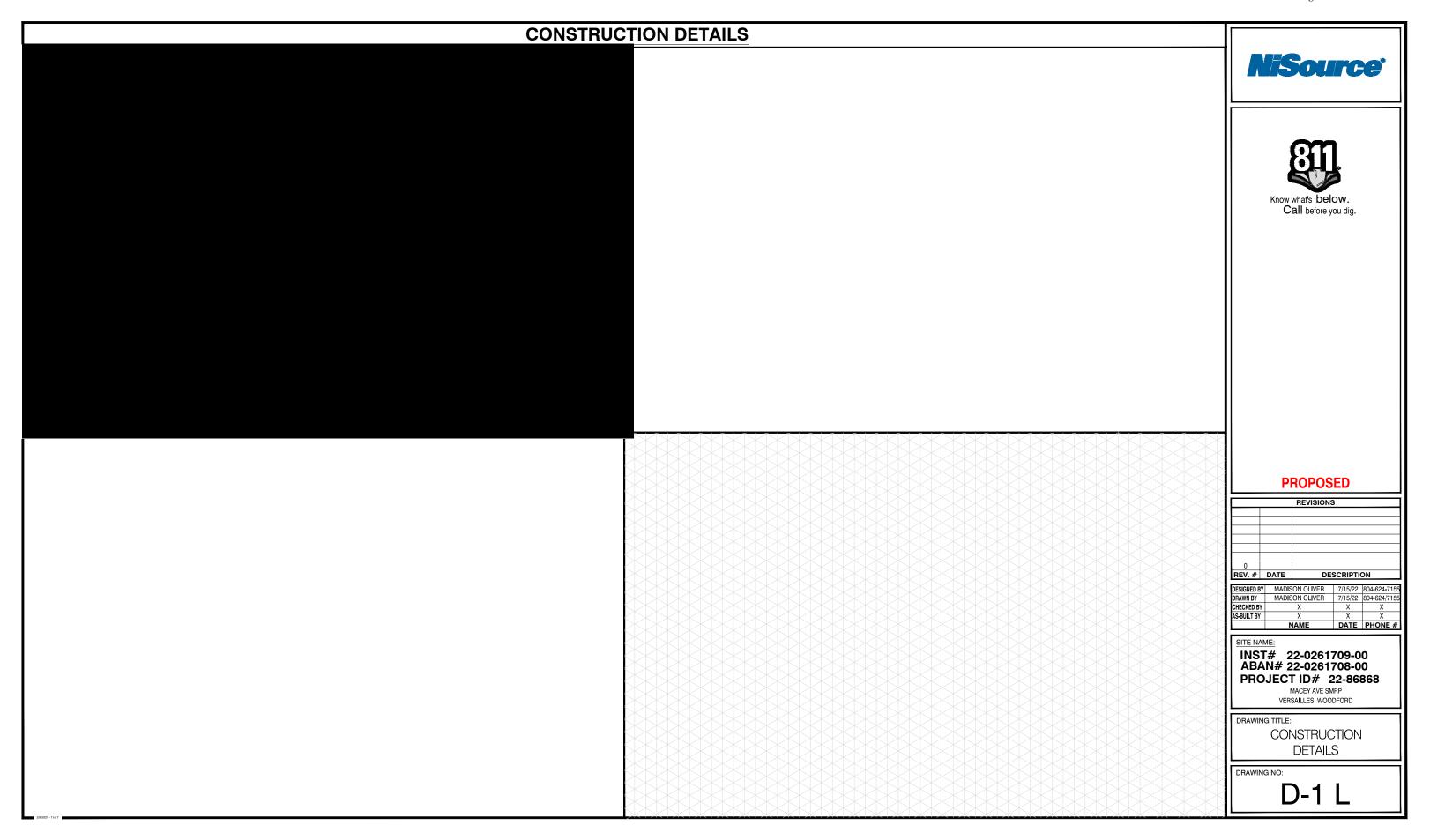


	REVISIONS			
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RFV. #	DATE	DESCRIPTION		









Response to the Attorney General's Data Request Set Two No. 62

Respondent: Jeffery Gore; Greg Skinner

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

62. One Customer Information System. Refer to Columbia Kentucky's response to the Commission Staff's Second Request for Information ("Commission Staff's Second Request"), Item 23.

a. Provide the 13-month average amount associated with the One Customer Information System that is included in the forecasted rate base.

b. Provide documentation supporting the project cost (e.g., bids, contracts, invoices, quotes).

c. Provide the anticipated start date and in service date for the One Customer Information System.

Response:

a.

The forecasted rate base does not include any costs associated with the One Customer Information System.

b.

Refer to response to Staff Set 3 - 20.

c.

Refer to response to Staff Set 3 - 20.

Response to the Attorney General's Data Request Set Two No. 63 Respondent: Tamaleh Shaeffer, Kristen King, Craig Inscho, Nick Bly

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 63. Payroll. Refer to the application generally. Columbia Kentucky can choose the witness best suited to respond to this question.
- a. Provide the budgeted payroll for each of the years 2019, 2020, 2021, 2022, 2023, the base period and the forecasted test period.
- b. Provide the actual payroll for each of the years 2019, 2020, 2021, 2022, 2023, the base period and the forecasted test period.

Response:

As to the requests for information from prior to Columbia's most recent rate case, please refer to Columbia's Response to the Attorney General's Second Request for Information, No. 70.

Please refer to KY PSC Case No. 2024-00092, KY PSC Staff 1-38, Attachment A (KY PSC Schedule J) providing actual (2021 – April 2024) and budgeted (2021 – 2025) monthly headcount and gross payroll information for Columbia Gas of Kentucky.

Please see KY PSC Case No. 2024-00092, AG 2-63, Attachment A providing actual (2021 – April 2024) and budgeted (2021 – 2025) monthly headcount and gross payroll information for NiSource Corporate Services Company ("NCSC") allocated to Columbia in the same format as KY PSC Schedule. Gross payroll dollars for NCSC allocated to Columbia for calendar year 2021 is not available to due to a change in the Company's financial planning system. Note, the actual and budgeted headcount presented represents total NCSC headcount whereas the actual and budgeted gross payroll dollars represent the amounts allocated to Columbia Gas of Kentucky. In addition, NCSC budgeted headcount should be considered authorized headcount, as the labor dollars are adjusted for vacancies, seasonality, etc. Attachment A presents the offsets for labor vacancies in the variances by employee type from 2021, 2022, and 2023 to the BP and FTP.

Respondent: Tamaleh Shaeffer

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

64. Insurance Credits. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 103. Explain why the Company did not reflect any Energy Insurance Mutual Limited ("EIM") member distribution credits in the forecasted test period as the credits were received in prior years.

Response:

Member distribution credits are discretionary. Energy Insurance Mutual Limited did not provide a credit to members in 2024.

Response to the Attorney General's Data Request Set Two No. 65 Respondent: Tamaleh Shaeffer, Nick Bly

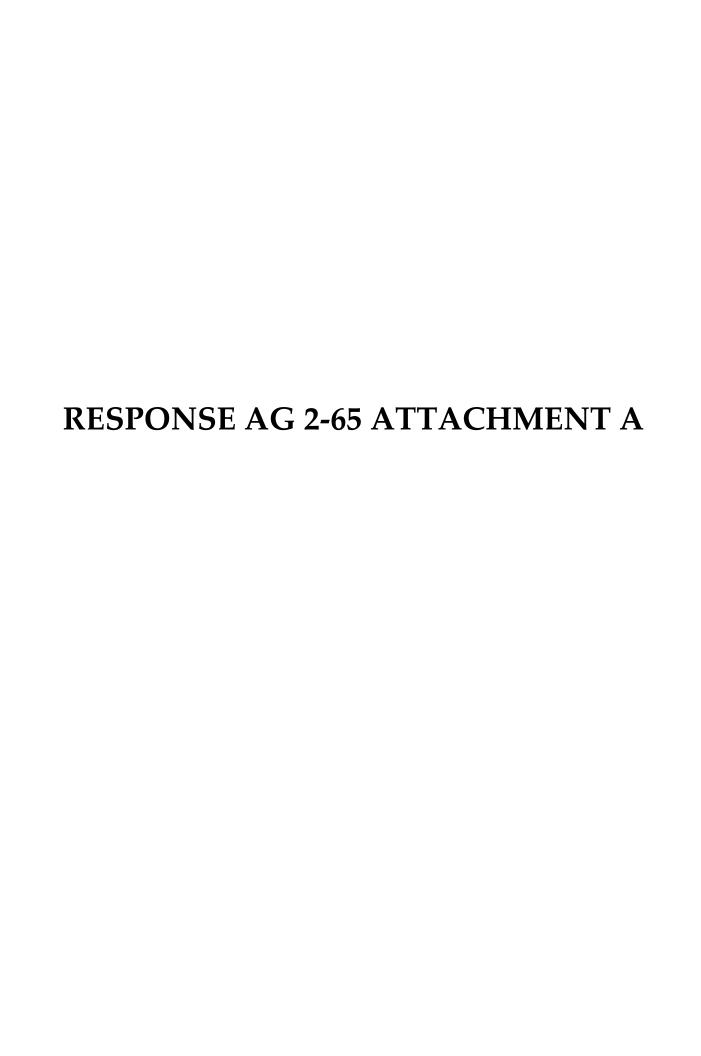
COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

- 65. Investor Relations. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 104.
- a. Describe the specific tasks that the employees and contractors performing investor relations duties are responsible for.
- b. Explain how investor relations costs benefit Kentucky ratepayers. Provide supporting documentation.

Response:

- a. Please refer to KY PSC Case No. 2024-00092 AG 2-65 Attachment A for a job description of the Senior Director of Investor Relations as provided by the NiSource Human Resources department. Furthermore, the Investor Relations department provides the following functions:
 - Communicate with investors regarding the company's financial health and strategic direction to help them make informed decisions;
 - Build trust and credibility with investors;

- Stabilize debt and equity prices through effective communication with investors and credit rating agencies;
- Attracting new investors by showcasing the company strengths, such as growth potential, risk profile, credit rating, dividend stability, etc.; and
- Manage the NiSource corporate reputation by addressing investor concerns and ensuring high quality and consistent information is provided.
- b. Investor Relations is one of several functions responsible for ensuring NiSource can access capital markets to issue debt or equity at the best and lowest cost. If NiSource did not have an Investor Relations department, investors would be less comfortable making an investment in NiSource; said differently, investors would have a higher level of uncertainty about investments in NiSource. In financial markets, uncertainty equates to risk which requires a higher level of return to compensate the investor for taking on that higher level of risk. For Columbia, this would translate into a higher cost of debt and higher cost of equity.



KY PSC Case No. 2024-00092 Attorney General's DR 2-65 Attachment A Respondent: Tamaleh Shaeffer, Nick Bly Page 1 of 3



Sr Director Investor Relations

JOB INFORMATION

Workday Effective Date	8/1/2023
Approved Date:	1/1/1900 12:00:00 AM
Date Last Edited:	12/12/2023 10:29:03 AM
Job Profile Name:	Sr Director Investor Relations
Job Code:	108007
Effective Date	11/1/2023
Inactive	No
Career Level	M4 - Director (career level)
Salary Grade:	111
Job Level:	12 D1 (15-45%)
Exemption Status:	Exempt
Job Family Group:	Finance
Job Family:	Financial Planning & Analysis (FP&A)

JOB PROFILE SUMMARY

This position reports to the Chief Financial Officer (CFO) and has the primary responsibility of developing and executing a successful investor relations program and positioning NiSource externally to maximize its valuation across the utility and equity marketplace. This role represents a key function as an external financial strategist on behalf of NiSource which should drive internal collaboration with colleagues in Communications, FP&A, Treasury, Regulatory, Operations and Corporate Strategy & Development, including close interaction and visibility with senior leadership. This person also has the primary responsibility of developing and maintaining key relationships across the investment community, as well as maintaining an ongoing dialog with peer utility companies, rating agencies, regulators, key trade organizations, and other development institutions which drive greater value for NiSource and its entities.

JOB FUNCTIONS

Remote Work Capable			
---------------------	--	--	--

Principle Duties & Responsibilities

Essential Function	% TIME
Serves as lead interface between the company and the investment community (equity and fixed income)	0%
Analyzes and interprets company financial, business, and regulatory information to draft/edit IR presentations/materials that help investors understand the NiSource strategy, business plan and financial results	0%
Monitors/understands capital markets activity, including sell-side analysts' reports on NiSource and utility peers	0%
Works with sell-side analysts to ensure accurate and consistent models leading to consistent published estimates	0%
Benchmarks, analyzes and reports on stock ownership and trading activity of NiSource and peers	0%
Participates in all aspects of the quarterly earnings process; drafts/edits and reviews press releases and other earnings materials, call schedules and preparation, and manages prep material drafting (Q&A, Key Facts, and other key talking points)	0%
Manages and facilitates the preparation of senior management appearances at industry financial and other investor conferences—positions senior management to simply execute on the facts of the business and absorbs all other aspects of preparation to ensure success	0%
Builds/manages partnerships with service providers to support IR Program, IPREO, Factset, NYSE, Innisfree, etc.	0%
Manages investor relations website, including updates and enhancements	0%
Assists in assuring all activities are conducted in compliance with applicable SEC disclosure requirements	0%

KY PSC Case No. 2024-00092 Attorney General's DR 2-65 Attachment A

Respondent: Tamaleh Shaeffer, Nick Bly Page 2 of 3

Principle Duties & Responsibilities

Essential Function	% TIME
Collaborates with Corporate Communications and others to ensure the company's internal and external messages are integrated, accurate and consistent	0%
Manages, analyzes and implements financial strategies to ensure financial results are optimized to meet the company's ongoing operational and capital investment requirements and commitments to shareholders	0%

Disclaimers

• The preceding description is not designed to be a complete list of all duties and responsibilities required of the position.

QUALIFICATIONS

Education			
Education Level	Education Details	Required/ Preferred	
Associate's Degree	with concentration in Business, Finance, Accounting or related field.	Required	and
Master's Degree	MBA	Preferred	

Work Experience

Experience	Experience Details	Required/ Preferred	
7-9 years	8 or more years of broad-reaching, finance driven investor relations experience or a combination of experience in the banking community, FP&A and Treasury experience coupled with senior level corporate investor relations experience	Required	

Knowledge, Skills and Abilities

KSAs	Proficiency
A proven track record and demonstrated ability in appropriately influencing the thinking of others, effectively lead and evolve the investor relations function to support advancing future business initiatives	
A strong understanding of business financials, analytics and strategy, with the ability to interpret and translate complex finance issues into concise and actionable data.	
Strong communication skills, and the ability to build and maintain relationships across an enterprise, both at the corporate leadership team level and throughout a global organization.	
A proven, successful track record in developing and managing highly credible relationships with Wall Street and analysts	
Excellent written and verbal communication skills, with robust presentation skills	
Understanding of capital markets	
Self-starter with the ability to work collaboratively across functions	
Proficient in MS excel and office	

Licenses and Certifications

Licenses/Certifications	Licenses/Certification Details	Time Frame	Required/ Preferred	
Certified Public Accountant (CPA)		Upon Hire	Preferred	or

KY PSC Case No. 2024-00092 Attorney General's DR 2-65 Attachment A Respondent: Tamaleh Shaeffer, Nick Bly Page 3 of 3

Licenses and Certifications

Licenses/Certifications	Licenses/Certification Details	Time Frame	Required/ Preferred
CTP - Certified Transplant Preservationist		Upon Hire	Preferred

Additional Licenses and Certifications

List any additional Licenses and Certifications for the job.				
Additional Licenses/Certifications	Time Frame	Required/ Preferred		

Working Environment

While performing the duties of this job, the associate is required to work within the selected working environments.

Working Condition	N/A	Rarely	Occasionally	Frequently	Constantly
Extreme cold					
Extreme heat					
Humid					
Wet					
Noise					
Hazards					
Temperature Change					
Atmospheric Conditions					
Vibration					

Response to the Attorney General's Data Request Set Two No. 66 Respondent: Nick Bly, Craig Inscho, Tamaleh Shaeffer, Kristen King

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

66. Out of Period Costs. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 121. Columbia Kentucky objected to this request stating that Columbia does not track out of period costs, and without a definition of the term, the Company is unable to determine what information is being sought. The Attorney General clarifies the question as follows: Identify all costs that are incurred on a cyclical basis (e.g., incurred once every three years) that are included in the base period and the forecasted test period along with a description of the cost and the cycle in which they are incurred. For each cyclical cost provide the annual amount incurred in each year 2019, 2020, 2021, 2022, 2023, and included in the base period and the forecasted test period.

Response:

Columbia does not track costs incurred on a cyclical basis. Similarly, the Company does not cyclical budget costs. Budgets are based on historical trends; please refer to Witness Bly Testimony pages 5 and 6 and Witness Inscho Testimony pages 6 through 8.

COLUMBIA GAS OF KENTUCKY, INC.

RESPONSE TO THE ATTORNEY GENERAL'S

SECOND REQUEST FOR INFORMATION

DATED JULY 24, 2024

67. Gas Pipeline Inspection Costs. Refer to Columbia Kentucky's response to the Attorney

General's First Request, Item 110. Columbia Kentucky objected to this request stating the

term "gas pipeline inspection costs" is undefined, vague, and overly broad. The Attorney

General clarifies the question as follows: Provide the costs by category that the Company

incurs annually for inspecting its pipes (e.g., steel, plastic, etc.) for leaks, repairs, damage,

in line inspections, etc. for each year 2019, 2020, 2021, 2022, 2023, and included in the base

period and the forecasted test period.

Response:

As to the requests for information from prior to Columbia's most recent rate case, please

refer to Columbia's Response to the Attorney General's Second Request for Information,

No. 70.

Please refer to Attachment A in this response for detail, by Cost Category, for inspection

costs for 2021, 2022, 2023, the base period, and the forecasted test period. Columbia uses

a mix of internal labor and outside services to complete inspection work. In addition, charges are also recorded to capital for in line inspections.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

68. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 189. The Attorney General originally requested for the historical 12-month and 13-month average capital structures for Columbia Kentucky for the years 2019 – 2023. However, the Company only provided data from 2021 forward. Provide the requested data for 2019 and 2020, or if the information is contained in a prior Columbia Kentucky case then provide a citation to the same.

Response:

Please refer to Columbia's Response to the Attorney General's Request Set 2, No. 70.

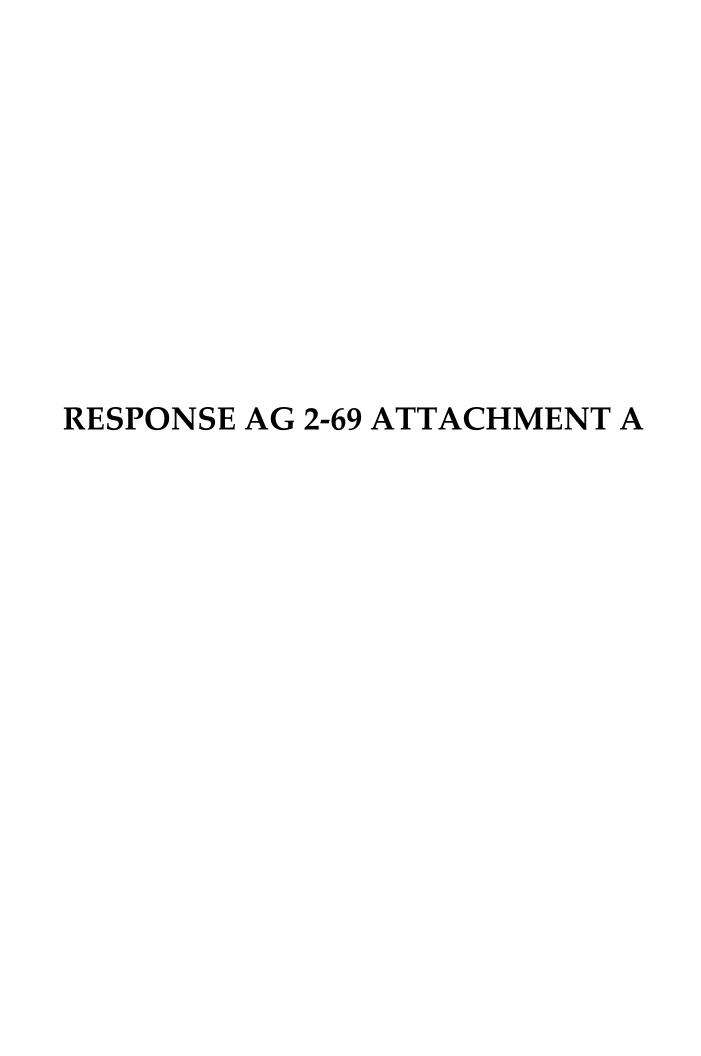
COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

69. Refer to Columbia Kentucky's response to the Attorney General's First Request, Item 191. The Attorney General originally asked for supporting documentation for the estimated short-term debt cost of 5.25%. The spreadsheet that Columbia Kentucky provided shows the spread of 1.075% as being from the revolving credit facility agreement. Provide a copy of the agreement that shows where the 1.075% spread came

Response:

from.

Please see KY PSC Case No. 2024-00092, AG 2-69, Attachment A, page 119, "Annex A PRICING GRID", for the requested information.



KY PSC Case No. 2024-00092 AG 2-69 Attachment A Respondent: Rea Page 1 of 163

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): February 18, 2022

NiSource Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware 001-16189
(State or other jurisdiction (Commission of incorporation) file number)

revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. \Box

35-2108964 (I.R.S. Employer Identification No.)

801 East 86th Avenue Merrillville, Indiana (Address of Principal Executive Offices)

46410 (Zip Code)

	Registrant's teleph	one number, including area code: (8	77) 647-5990		
	the appropriate box below if the Form 8-K filing is interving provisions:	nded to simultaneously satisfy the filin	g obligation of the registrant under any of the		
	Written communications pursuant to Rule 425 under the	Securities Act (17 CFR 230.425)			
	Soliciting material pursuant to Rule 14a-12 under the Ex	change Act (17 CFR 240.14a-12)			
	Pre-commencement communications pursuant to Rule 14	4d-2(b) under the Exchange Act (17 C	FR 240.14d-2 (b))		
	Pre-commencement communications pursuant to Rule 13	3e-4(c) under the Exchange Act (17 C)	FR 240.13e-4 (c))		
	ities registered pursuant to Section 12(b) of the Act: Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered		
Depo own Fi Perp shar and Serie	Common Stock, par value \$0.01 per share NI New York Stock Exchange New York Stock Exchan				
	Series A Corporate Units	NIMC	New York Stock Exchange		
	te by check mark whether the registrant is an emerging ger) or Rule 12b-2 of the Securities Exchange Act of 1934		5 of the Securities Act of 1933 (§ 230.405 of this		
Emerg	ging growth company				

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or

KY PSC Case No. 2024-00092 AG 2-69 Attachment A

Respondent: Rea Page 2 of 163

KY PSC Case No. 2024-00092 AG 2-69 Attachment A Respondent: Rea Page 3 of 163

Item 1.01 Entry into a Material Definitive Agreement

On February 18, 2022, NiSource Inc. ("NiSource"), as Borrower, entered into a Sixth Amended and Restated Revolving Credit Agreement (the "Agreement") with the lenders party thereto, Barclays Bank PLC, as Administrative Agent, JPMorgan Chase Bank, N.A. and MUFG Bank, Ltd., as Co-Syndication Agents, Credit Suisse AG, New York Branch, Wells Fargo Bank, National Association and Bank of America, National Association, as Co-Documentation Agents, Barclays Bank PLC and MUFG Bank, Ltd., as Co-Sustainability Structuring Agents, and Barclays Bank PLC, JPMorgan Chase Bank, N.A., MUFG Bank, Ltd., Credit Suisse Loan Funding LLC, Wells Fargo Securities, LLC and BofA Securities, Inc., as Joint Lead Arrangers and Joint Bookrunners. The Agreement amends and restates in its entirety NiSource's Fifth Amended and Restated Revolving Credit Agreement dated as of February 20, 2019 (the "Existing Credit Agreement").

The Agreement amended certain provisions under the Existing Credit Agreement, to, among other things, (i) extend the termination date from February 20, 2024 to February 18, 2027, (ii) transition the reference rate at which the loans under the Existing Credit Agreement (including each Eurodollar Loan) accrue interest from the London interbank offered rate ("LIBO Rate") to Term SOFR (as defined in the Agreement) and make certain conforming changes therewith, (iii) amend the definition of Consolidated Capitalization in the Debt to Capitalization Ratio covenant and (iv) provide for a potential ESG Amendment (as defined in the Agreement).

The Agreement provides that NiSource, in consultation with the Co-Sustainability Structuring Agents, will be entitled, in its sole discretion, to establish specified key performance indicators (the "KPIs") with respect to certain environmental, social and governance ("ESG") targets of NiSource and its subsidiaries. The Co-Sustainability Structuring Agents and NiSource may enter into an ESG Amendment on receipt of the consent of the lenders holding more than 50% of the commitments under the Agreement, solely for the purpose of incorporating the KPIs so that certain adjustments, up to a specified cap, to the otherwise applied Applicable Rate (as defined in the Agreement) may be made based on NiSource's performance against the ESG KPIs.

Other than as summarized herein, the Agreement substantially restates the Existing Credit Agreement, including representations and warranties, financial and other covenants and events of default.

The description above is a summary of the Agreement and is qualified in its entirety by the complete text of the Agreement, a copy of which is attached to this report as Exhibit 10.1 and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits

(a).	Exnibits
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Exhibit Number	Description
10.1	Sixth Amended and Restated Revolving Credit Agreement, dated as of February 18, 2022, among NiSource Inc., as Borrower, the lenders
	party thereto, Barclays Bank PLC, as Administrative Agent, JPMorgan Chase Bank, N.A. and MUFG Bank, Ltd., as Co-Syndication Agents,
	Credit Suisse AG, New York Branch, Wells Fargo Bank, National Association and Bank of America, National Association, as
	Co-Documentation Agents, Barclays Bank PLC and MUFG Bank, Ltd., as Co-Sustainability Structuring Agents, Barclays Bank PLC,
	JPMorgan Chase Bank, N.A., MUFG Bank, Ltd., Credit Suisse Loan Funding LLC, Wells Fargo Securities, LLC and BofA Securities, Inc.,
	as Joint Lead Arrangers and Joint Bookrunners.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

KY PSC Case No. 2024-00092 AG 2-69 Attachment A Respondent: Rea Page 4 of 163

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NISOURCE INC.

Date: February 18, 2022 By: /s/ Donald E. Brown

Donald E. Brown

Executive Vice President and Chief Financial Officer

KY PSC Case No. 2024-00092 AG 2-69 Attachment A Respondent: Rea Page 5 of 163

Exhibit 10.1

EXECUTION COPY

SIXTH AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

among

NISOURCE INC., as Borrower,

THE LENDERS PARTY HERETO,

BARCLAYS BANK PLC, as Administrative Agent,

JPMORGAN CHASE BANK, N.A. and MUFG BANK, LTD., as Co-Syndication Agents,

CREDIT SUISSE AG, NEW YORK BRANCH, WELLS FARGO BANK, NATIONAL ASSOCIATION and BANK OF AMERICA, NATIONAL ASSOCIATION, as Co-Documentation Agents

BARCLAYS BANK PLC and MUFG BANK, LTD., as Co-Sustainability Structuring Agents

BARCLAYS BANK PLC,
JPMORGAN CHASE BANK, N.A.,
MUFG BANK, LTD.,
CREDIT SUISSE LOAN FUNDING LLC,
WELLS FARGO SECURITIES, LLC
and
BOFA SECURITIES, INC.,
Joint Lead Arrangers and Joint Bookrunners

Dated as of February 18, 2022

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SIXTH AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT, dated as of February 18, 2022 (this "Agreement"), among NISOURCE INC., a Delaware corporation, as Borrower (the "Borrower"), the Lead Arrangers and other Lenders from time to time party hereto, the Co-Documentation Agents party hereto, the Co-Syndication Agents party hereto and BARCLAYS BANK PLC, as administrative agent for the Lenders hereunder (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Borrower (as successor borrower to NiSource Finance Corp.), certain Lenders and the Administrative Agent are parties to the Existing Credit Agreement (as defined herein) pursuant to which, among other things, the Lenders agreed to enter, subject to the terms and conditions set forth therein, into a revolving credit facility in an aggregate amount of \$1,850,000,000; and

WHEREAS, the parties hereto have agreed to amend and restate the Existing Credit Agreement pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

- "ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan is, or the Loans comprising such Borrowing are, bearing interest at a rate determined by reference to the Alternate Base Rate.
 - "ABR Term SOFR Determination Day" has the meaning assigned to such term in the definition of "Term SOFR".
 - "Act" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).
 - "Additional Commitment Lender" has the meaning assigned to such term in Section 2.21(d).
- "Adjusted Term SOFR" means Term SOFR for the applicable Interest Period plus (i) 0.10% for an Interest Period of one month, (ii) 0.15% for an Interest Period of three months and (iii) 0.25% for an Interest Period of six months; provided, that if Adjusted Term SOFR determined as provided above shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.
 - "Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

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"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent Party" has the meaning assigned to such term in Section 11.01(h).

"Aggregate Commitments" means the aggregate amount of the Commitments of all Lenders, as in effect from time to time. As of the date hereof, the Aggregate Commitments equal \$1,850,000,000.

"Alternate Base Rate" means, for any day, a rate per annum 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) 1.0% per annum plus Adjusted Term SOFR (based on Term SOFR published on the applicable ABR Term SOFR Determination Day) for an Interest Period of one month (taking into account any "floor" under the definition of "Adjusted Term SOFR"); provided that if such rate shall be less than 1.0%, such rate shall be deemed to be 1.0% for purposes of this Agreement. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Term SOFR, respectively. If (i) the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 or Section 2.23, then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above or (ii) 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, the Alternate Base Rate shall be determined without regard to clause (b) above until the circumstances giving rise to such inability no longer exist.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery, corruption or money laundering.

"Applicable Percentage" means, with respect to any Lender, the percentage of the Aggregate Commitments represented by such Lender's Commitment; provided that, in the case of Section 2.20 when a Defaulting Lender shall exist, "Applicable Percentage" shall mean the percentage of the Aggregate Commitment (disregarding any Defaulting Lender's Commitment) represented by such Lender's Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments and to any Lender's status as a Defaulting Lender at the time of determination.

"Applicable Rate" means, for any day, with respect to any ABR Loan or Term SOFR Revolving Loan or with respect to the Facility Fees and the LC Risk Participation Fee payable hereunder, as the case may be, the applicable rate per annum determined pursuant to the Pricing Grid.

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"Arrangers" means each of Barclays, JPMorgan Chase Bank, N.A., MUFG Bank, Ltd., Credit Suisse Loan Funding LLC, Wells Fargo Securities, LLC and BofA Securities, Inc.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 11.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

"Augmenting Lender" has the meaning set forth in Section 2.22.

"Authorized Officer" means the president, chief financial officer or the treasurer of the Borrower; provided that solely with respect to the submission of a Borrowing Request, "Authorized Officer" shall also mean the assistant treasurer, the treasury operations manager or the corporate finance manager of the Borrower.

"Auto-Extension Letter of Credit" has the meaning assigned to such term in Section 2.04(j).

"Availability Period" means the period from and including the Effective Date to but excluding the Termination Date.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.23(d).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy

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Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Barclays" means Barclays Bank PLC, a company incorporated in United Kingdom.

"Benchmark" means, initially, Term SOFR; provided that if a Benchmark Transition Event has occurred with respect to Term SOFR or the thencurrent Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.23.

"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 Term SOFR Loans, Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment;

provided, that if the Benchmark Replacement would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, 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 Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

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"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

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(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 2.23 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 2.23.

"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.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Board of Directors" means, with respect to any Person, (i) in the case of any corporation, the board of directors of such Person, (ii) in the case of any limited liability company, the board of managers (or equivalent) of such Person, (iii) in the case of any partnership, the board of directors (or equivalent) of the general partner of such Person and (iv) in any other case, the functional equivalent of the foregoing.

"Borrower" means NiSource Inc., a Delaware corporation.

"Borrowing" means Loans of the same Type, made, converted or continued on the same date and, in the case of Term SOFR Loans, as to which a single Interest Period is in effect.

"Borrowing Request" means a request by the Borrower for a Revolving Borrowing in accordance with Section 2.02.

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"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that, when used in connection with a SOFR Loan, the term "Business Day" shall also be a U.S. Government Securities Business Day.

- "Capital Lease" means, as to any Person, any lease of real or personal property in respect of which the obligations of the lessee are required, in accordance with GAAP, to be capitalized on the balance sheet of such Person, provided that, for purposes of this Agreement:
- (i) any changes in GAAP pursuant to ASC Topic 840 or 842 (or any successor thereto) that would treat as capital leases any operating leases existing as of the date of this Agreement (and any renewals or replacements thereof), and
- (ii) additional operating leases entered into after the date of this Agreement (to the extent not exceeding \$100,000,000 in aggregate notional amount for all such capitalized lease obligations),

in each case that would not have been treated as capital leases under GAAP as in effect on December 31, 2018, will not be given effect for purposes of calculation of the financial covenant contained in Article VII.

"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 or units in a Person), and any and all warrants, rights or options to purchase any of the foregoing.

"Cash Account" has the meaning set forth in Section 8.01.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act, 42, U.S.C. Section 9601 et seq., as amended.

"Change in Law" means the occurrence, after the date of this Agreement (or with respect to any Lender, if later, the date on which such Lender becomes a Lender), of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rules, guideline, requirement or directive (whether or not having the force of law) by any Governmental Authority; provided, however, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law" regardless of the date enacted, adopted, issued or implemented.

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"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 the Borrower, (b) Continuing Directors shall cease to constitute at least a majority of the directors constituting the Board of Directors of the Borrower, (c) a consolidation or merger of the Borrower shall occur after which the holders of the outstanding voting Capital Stock of the Borrower 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 the Borrower shall be transferred to an entity of which the Borrower 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 the Borrower or (f) NIPSCO shall cease to be a Wholly-Owned Subsidiary of the Borrower (except to the extent otherwise permitted under clauses (i), (ii), or (iii) of Section 6.01(b)).

"Co-Documentation Agents" means Credit Suisse AG, New York Branch, Wells Fargo Bank, National Association and Bank of America, National Association in their respective capacities as co-documentation agents for the Lenders hereunder.

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

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans hereunder and to participate in Letters of Credit issued hereunder as set forth herein, as such commitment may be (a) reduced from time to time or terminated pursuant to Section 2.07 or Section 2.09, (b) increased from time to time pursuant to Section 2.22 and (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 11.04. The initial amount of each Lender's Commitment is (x) the amount set forth on Schedule 2.01 opposite such Lender's name; or (y) the amount set forth in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment, as applicable.

"Communications" has the meaning assigned to such term in Section 11.01(h).

"Conforming Changes" means, with respect to either the use or administration of Adjusted Term SOFR, Term SOFR, or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 2.16 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides 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 any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

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"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated Capitalization" means the sum of (a) Consolidated Debt, (b) all amounts that would, in conformity with GAAP, be included on a consolidated balance sheet of the Borrower and its Consolidated Subsidiaries under total stockholders' equity at such time and (c) without duplication of any amounts in (b), Hybrid Securities and Mandatorily Convertible Securities not exceeding 15% of Consolidated Capitalization.

"Consolidated Debt" means, at any time, the Indebtedness of the Borrower and its Consolidated Subsidiaries that would be classified as debt on a balance sheet of the Borrower determined on a consolidated basis in accordance with GAAP, provided that for purposes of calculation of the financial covenant contained in Article VII Consolidated Debt shall exclude Hybrid Securities and Mandatorily Convertible Securities not exceeding 15% of Consolidated Capitalization. For the avoidance of doubt, the aggregate amount of Hybrid Securities and Mandatorily Convertible Securities in excess of 15% of Consolidated Capitalization will be included in Consolidated Debt.

"Consolidated Subsidiary" means, on any date, each Subsidiary of the Borrower the accounts of which, in accordance with GAAP, would be consolidated with those of the Borrower in its consolidated financial statements if such statements were prepared as of such date.

"Contingent Guaranty" means a direct or contingent liability in respect of a Project Financing (whether incurred by assumption, guaranty, endorsement or otherwise) that either (a) is limited to guarantying performance of the completion of the Project that is financed by such Project Financing or (b) is contingent upon, or the obligation to pay or perform under which is contingent upon, the occurrence of any event other than failure of the primary obligor to pay upon final maturity (whether by acceleration or otherwise).

"Continuing Directors" means (a) all members of the Board of Directors of the Borrower who have held office continually since the Effective Date, and (b) all members of the Board of Directors of the Borrower who were elected as directors after the Effective Date and whose nomination for election was approved by a vote of at least 50% of the Continuing Directors.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

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"Co-Sustainability Structuring Agents" means Barclays Bank PLC and MUFG Bank, Ltd., in their respective capacities as co-sustainability structuring agents for the Lenders hereunder.

"Co-Syndication Agents" means JPMorgan Chase Bank, N.A. and MUFG Bank, Ltd., in their respective capacities as co-syndication agents for the Lenders hereunder.

"Credit Documents" means (a) this Agreement, any promissory notes executed pursuant to Section 2.10, and any Assignment and Assumptions, (b) any certificates, opinions and other documents required to be delivered pursuant to Section 3.01 and (c) any other documents delivered by the Borrower pursuant to or in connection with any one or more of the foregoing.

"Creditor Party" means the Administrative Agent, any LC Bank or any other Lender.

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), a rate per annum equal to the greater of (a)(i) SOFR for the day (such day "i") that is five U.S. Government Securities Business Days prior to (A) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (B) 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, plus (ii) 0.15% and (b) the Floor. If by 5:00 pm (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any day "i", the SOFR in respect of such day "i" has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then the SOFR for such day "i" will be the SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR without notice to the Borrower.

"Debt for Borrowed Money" means, as to any Person, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all Capital Lease obligations of such Person, and (d) all obligations of such Person under synthetic leases, tax retention operating leases, off-balance sheet loans or other off-balance sheet financing products that, for tax purposes, are considered indebtedness for borrowed money of the lessee but are classified as operating leases under GAAP.

"Debt to Capitalization Ratio" means, at any time, the ratio of Consolidated Debt to Consolidated Capitalization.

"Debtor Relief Laws" means the Federal Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

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"Defaulting Lender" means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Creditor Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding set forth in Section 3.02 (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or any Creditor Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement set forth in Section 3.02 cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Creditor Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Creditor Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of (i) a Bankruptcy Event or (ii) a Bail-In Action.

"Departing Lender" means each lender under the Existing Credit Agreement that executes and delivers to the Administrative Agent a Departing Lender Signature Page.

"Departing Lender Signature Page" means each signature page to this Agreement on which it is indicated that the Departing Lender executing the same shall cease to be a party to the Existing Credit Agreement on the Effective Date.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) of any property by any Person (including any sale and leaseback transaction and any issuance of Capital Stock by a Subsidiary of such Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Dividing Person" has the meaning assigned to it in the definition of "Division".

"Division" means the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive. For all purposes under the Credit Documents, in connection with any Division: (a) if any asset, right, obligation or liability of any Dividing Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Capital Stock at such time.

"Dollars" or "\$" refers to lawful money of the United States of America.

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"*EEA Financial Institution*" means (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"*EEA Resolution Authority*" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" means the date on which this Agreement has been executed and delivered by each of the Borrower, the Co-Syndication Agents, the Co-Documentation Agents, the initial Lenders, the LC Banks and the Administrative Agent.

"Electronic Signature" means an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Electronic System" means any electronic system, including (i) e-mail, (ii) e-fax, (iii) Intralinks®, Syndtrak®, ClearPar® and (iv) any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent and any of its Related Parties or any other Person, providing for access to data protected by passcodes or other security system.

"Environmental Laws" means any and all foreign, federal, state, local or municipal laws (including, without limitation, common laws), rules, orders, regulations, statutes, ordinances, codes, decrees, judgments, awards, writs, injunctions, requirements of any Governmental Authority or other requirements of law regulating, relating to or imposing liability or standards of conduct concerning, pollution, waste, industrial hygiene, occupational safety or health, the presence, transport, manufacture, generation, use, handling, treatment, distribution, storage, disposal or release of Hazardous Materials, or protection of human health, plant life or animal life, natural resources or the environment, as now or at any time hereafter in effect.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any of its Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

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"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 any Person who, for purposes of Title IV of ERISA, is a member of the Borrower's controlled group, or under common control with the Borrower, within the meaning of Section 414 of the Code and the regulations promulgated and rulings issued thereunder.

"ERISA Event" means (a) a reportable event, within the meaning of Section 4043 of ERISA, with respect to a Plan unless the 30-day notice requirement with respect thereto has been waived by the PBGC, (b) the provision by the administrator of any Plan of a notice of intent to terminate such Plan, pursuant to Section 4041(a)(2) and 4041(c) of ERISA (including any such notice with respect to a plan amendment referred to in Section 4041(e) of ERISA), (c) the withdrawal by the Borrower or any ERISA Affiliate from a Multiple Employer Plan during a plan year for which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA, (d) the failure by the Borrower or any ERISA Affiliate to make a payment to a Plan required under Section 302 of ERISA, for which Section 303(k) of ERISA imposes a lien for failure to make required payments, or (e) the institution by the PBGC of proceedings to terminate a Plan, pursuant to Section 4042 of ERISA, or the occurrence of any event or condition which may reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, a Plan.

"ESG Amendment" has the meaning assigned to such term in Section 2.24(a).

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Event of Default" has the meaning assigned to such term in Article VIII.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on (or measured by) its net income or net earnings (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed by the jurisdiction (or any political subdivision thereof) under the laws of which such Recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or (ii) that are Other Connection Taxes, (b) in case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.19) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.17(e) or (f), and (d) any Taxes imposed under FATCA.

"Existing Credit Agreement" means that certain Fifth Amended and Restated Revolving Credit Agreement, dated as of February 20, 2019, by and among the Borrower, the Lenders from time to time party thereto and the Administrative Agent.

"Existing Letters of Credit" means the Letters of Credit listed in Schedule 2.04.

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"Existing Termination Date" has the meaning assigned to such term in Section 2.21(a).

"Extending Lender" has the meaning assigned to such term in Section 2.21(b).

"Extension Date" has the meaning assigned to such term in Section 2.21(a).

"Extension of Credit" means (a) the making by any Lender of a Revolving Loan, (b) the issuance of a Letter of Credit by any LC Bank or (c) the amendment of any Letter of Credit having the effect of extending the stated termination date thereof, increasing the LC Outstandings, or otherwise altering any of the material terms or conditions thereof.

"Facility Fee" has the meaning set forth in Section 2.12.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

"Federal Bankruptcy Code" means Title 11 of the United States Code (11 U.S.C. § 101 et seq.) as now or hereafter in effect, or any successor statute.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate; provided that if such rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Floor" means a rate of interest equal to 0.0%.

"Foreign Lender" means any Lender that is not a U.S. Person.

"GAAP" means generally accepted accounting principles in the United States of America consistent with those applied in the preparation of the financial statements referred to in Section 4.01(e) and (f).

"Governmental Authority" means the government of the United States of America, any other nation, or any political subdivision of the United States of America or any other nation, whether state or local, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

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"Hazardous Materials" means any asbestos; flammables; volatile hydrocarbons; industrial solvents; explosive or radioactive materials; hazardous wastes; toxic substances; liquefied natural gas; natural gas liquids; synthetic gas; oil, petroleum, or related materials and any constituents, derivatives, or byproducts thereof or additives thereto; or any other material, substance, waste, element or compound (including any product) regulated pursuant to any Environmental Law, including, without limitation, substances defined as "hazardous substances," "hazardous materials," "contaminants," "pollutants," "hazardous wastes," "toxic substances," "solid waste," or "extremely hazardous substances" in (i) CERCLA, (ii) the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., (iii) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., (iv) the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq., (v) the Clean Air Act, 42 U.S.C. Section 7401 et seq., (vi) the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., (vii) the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq., or (viii) foreign, state, local or municipal law, in each case, as may be amended from time to time.

"Hybrid Securities" means, on any date, any securities, other than common stock, issued by the Borrower or a Hybrid Vehicle that meet the following criteria: (a) at the time of issuance and at the time of any amendment, restatement or other modification of the related indenture or other operative documentation in respect of such securities, such securities are classified as possessing a minimum of "intermediate equity content" by S&P, Basket B equity credit by Moody's, and 50% equity credit by Fitch Ratings Ltd. (or any successor) (or the equivalent classifications then in effect by such agencies), (b) such securities require no repayments or prepayments and no mandatory redemptions or repurchases, in each case prior to a date at least 91 days after the Termination Date and (c) the claims of holders of any such securities are subordinated to the claims of the Administrative Agent and the Lenders in respect of the Obligations on terms reasonably satisfactory to the Arrangers. As used in this definition, "mandatory redemption" shall not include conversion of a security into common stock of the Borrower or the applicable Hybrid Vehicle.

"Hybrid Vehicle" means a special purpose subsidiary directly owned by the Borrower, or a trust formed by the Borrower, in each case for the sole purpose of issuing Hybrid Securities and which conducts no business other than the issuance of Hybrid Securities and activities incidental thereto.

"Increasing Lender" has the meaning set forth in Section 2.22.

"Indebtedness" of any Person means (without duplication) (a) Debt for Borrowed Money, (b) obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business which are not overdue, (c) all obligations, contingent or otherwise, of such Person in respect of any letters of credit, bankers' acceptances or interest rate, currency or commodity swap, cap or floor arrangements, (d) all indebtedness of others secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the indebtedness secured thereby has been assumed, (e) all amounts payable by such Person in connection with mandatory redemptions or repurchases of preferred stock, and (f) obligations of such Person under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (a) through (e) above.

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"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Credit Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitee" has the meaning set forth in Section 11.03.

"Index Debt" means the senior unsecured long-term debt securities of the Borrower, without third-party credit enhancement provided by a Person other than the Borrower.

"Ineligible Institution" has the meaning assigned to such term in Section 11.04(b).

"Information" has the meaning set forth in Section 11.12.

"Initial LC Bank" means each of the Lead Lenders.

"Insufficiency" means, with respect to any Plan, the amount, if any, by which the present value of all vested and unvested accrued benefits under such Plan exceeds the fair market value of assets allocable to such benefits, all determined as of the then most recent valuation date for such Plan using actuarial assumptions used in determining such Plan's target normal cost for purposes of Section 430(b) of the Code.

"Interest Election Request" means a request by the Borrower to convert or continue a Revolving Borrowing in accordance with Section 2.06.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last Business Day of each March, June, September and December, (b) with respect to any Term SOFR Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term SOFR Borrowing with an Interest Period of more than three months' duration, the day that is three months after the first day of such Interest Period and (c) with respect to any Loan, the Termination Date.

"Interest Period" means with respect to any Term SOFR Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as the Borrower may elect; provided that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day; and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

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- "LC Bank" means the Initial LC Banks or any other Lender approved by the Borrower and the Administrative Agent that may agree to issue Letters of Credit pursuant to an agreement in form satisfactory to the Borrower and the Administrative Agent, so long as such Lender expressly agrees to perform in accordance with their terms all of the obligations that by the terms of this Agreement are required to be performed by it as an LC Bank and notifies the Administrative Agent of its applicable lending office (which information shall be recorded by the Administrative Agent in the Register), for so long as such Initial LC Bank or Lender, as the case may be, shall have a Letter of Credit Commitment.
- "LC Exposure" means, at any time, the sum of (a) the LC Outstandings at such time plus (b) the aggregate amount of all Unreimbursed LC Disbursements at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.
- "LC Outstandings" means, for any date of determination, the aggregate maximum amount available to be drawn under all Letters of Credit outstanding on such date (assuming the satisfaction of all conditions for drawing enumerated therein).
 - "LC Risk Participation Fee" has the meaning set forth in Section 2.12.
- "Lead Lenders" means Barclays, JPMorgan Chase Bank, N.A., MUFG Bank, Ltd., Credit Suisse AG, New York Branch, Wells Fargo Bank, National Association and Bank of America, National Association.
 - "Lender Notice Date" has the meaning assigned to such term in Section 2.21(b).
- "Lenders" means (a) the Persons listed on Schedule 2.01, including any such Person identified thereon or in the signature pages hereto as a Lead Arranger, and any other Person that shall have become a party hereto pursuant to Section 2.22 or pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption and (b) if and to the extent so provided in Section 2.04(c), the applicable LC Bank. For the avoidance of doubt, the term "Lenders" excludes the Departing Lenders.
- "Letter of Credit" means a standby letter of credit issued by the applicable LC Bank pursuant to the terms of this Agreement, together with the Existing Letters of Credit deemed issued hereunder pursuant to Section 2.04(h), in each case, as such letter of credit may from time to time be amended, modified or extended in accordance with the terms of this Agreement.
- "Letter of Credit Commitment" means, with respect to each LC Bank, the obligation of such LC Bank to issue Letters of Credit for the account of the Borrower from time to time in an aggregate amount up to \$25,000,000 (or such larger amount as may be separately agreed to in writing by such LC Bank and the Borrower and notified to the Administrative Agent). The Letter of Credit Commitment is part of, and not in addition to, the Commitments.
 - "Lien" has the meaning set forth in Section 6.01(a).
 - "Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.
- "Mandatorily Convertible Securities" means any mandatorily convertible equity-linked securities issued by the Borrower or a Hybrid Vehicle that meet the following criteria: (a) such securities require no repayments or prepayments and no mandatory redemptions or repurchases (other than repayments, prepayments, redemptions or repurchases that are to be settled by the issuance of equity securities by the Borrower), in each case prior to at least 91 days after the Termination Date and (b) the claims of holders of any such securities are subordinated to the claims of the Administrative Agent and the Lenders in respect of the Obligations on terms reasonably satisfactory to the Arrangers. As used in this definition, "mandatory redemption" shall not include conversion of a security into common stock of the Borrower.

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"Margin Stock" means margin stock within the meaning of Regulations U and X issued by the Board.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations, condition (financial or otherwise) or prospects of the Borrower and its Subsidiaries taken as a whole; (b) the validity or enforceability of any of Credit Documents or the rights, remedies and benefits available to the Administrative Agent and the Lenders thereunder; or (c) the ability of the Borrower to consummate the Transactions.

- "Material Subsidiary" means at any time NIPSCO, and each Subsidiary of the Borrower, other than NIPSCO, in respect of which:
- (a) the Borrower's and its other Subsidiaries' investments in and advances to such Subsidiary and its Subsidiaries exceed 10% of the consolidated total assets of the Borrower and its Subsidiaries taken as a whole, as of the end of the most recent fiscal year; or
- (b) the Borrower's and its other Subsidiaries' proportionate interest in the total assets (after intercompany eliminations) of such Subsidiary and its Subsidiaries exceeds 10% of the consolidated total assets of the Borrower and its Subsidiaries as of the end of the most recent fiscal year; or
- (c) the Borrower's and its other Subsidiaries' equity in the income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principles of such Subsidiary and its Subsidiaries exceeds 10% of the consolidated income of the Borrower and its Subsidiaries for the most recent fiscal year.
 - "Moody's" means Moody's Investors Service, Inc., and any successor thereto.
- "Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA that is subject to Title IV of ERISA and to which the Borrower or an ERISA Affiliate makes, or is required to make, contributions or otherwise has any liability (including contingent liability).
- "Multiple Employer Plan" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, which (a) is maintained for employees of the Borrower or an ERISA Affiliate and at least one Person other than the Borrower and its ERISA Affiliates, or (b) was so maintained and in respect of which the Borrower or an ERISA Affiliate could have liability under Section 4064 or 4069 of ERISA in the event that such plan has been or were to be terminated.
 - "NIPSCO" means Northern Indiana Public Service Company, an Indiana corporation.

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"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment that (i) requires the approval of all or all affected Lenders in accordance with the terms of Section 11.02 and (ii) has been approved by the Required Lenders.

"Non-Extending Lender" has the meaning assigned to such term in Section 2.21(b).

"Non-Extension Notice Date" has the meaning assigned to such term in Section 2.04(j).

"Non-Recourse Debt" means Indebtedness of the Borrower or any of its Subsidiaries which is incurred in connection with the acquisition, construction, sale, transfer or other Disposition of specific assets, to the extent recourse, whether contractual or as a matter of law, for non-payment of such Indebtedness is limited (a) to such assets or (b) if such assets are (or are to be) held by a Subsidiary formed solely for such purpose, to such Subsidiary or the Capital Stock of such Subsidiary.

"Obligations" means all amounts, direct or indirect, contingent or absolute, of every type or description, and at any time existing and whenever incurred (including, without limitation, after the commencement of any bankruptcy proceeding), owing to the Administrative Agent or any Lender pursuant to the terms of this Agreement or any other Credit Document.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Credit Document, or sold or assigned an interest in any Loan or Credit Document).

"Other Taxes" means any and all present or future stamp, documentary or similar Taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"Outstanding Loans" means, as to any Lender at any time, the aggregate principal amount of all Loans made or maintained by such Lender then outstanding.

"Parent" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

"Participant" has the meaning set forth in Section 11.04.

"Participant Register" has the meaning set forth in Section 11.04.

"Payment" has the meaning assigned to such term in Section 9.02(a).

"Payment Notice" has the meaning assigned to such term in Section 9.02(b).

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"*Person*" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"*Plan*" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA.

"Pricing Grid" means the pricing grid attached hereto as Annex A.

"Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Board (as determined by the Administrative Agent).

"Pro Forma Basis" means, in connection with any calculation of compliance with any financial covenant or term, the calculation thereof after giving effect on a pro forma basis to the change in such calculation required by the applicable provision hereof, and otherwise on a basis in accordance with GAAP as used in the preparation of the latest financial statements provided pursuant to Section 5.01(h)(i) or (ii) and otherwise reasonably satisfactory to the Administrative Agent.

"Project" means an energy or power generation, transmission or distribution facility (including, without limitation, a thermal energy generation, transmission or distribution facility and an electric power generation, transmission or distribution facility (including, without limitation, a cogeneration facility)), a gas production, transportation or distribution facility, or a minerals extraction, processing or distribution facility, together with (a) all related electric power transmission, fuel supply and fuel transportation facilities and power supply, thermal energy supply, gas supply, minerals supply and fuel contracts, (b) other facilities, services or goods that are ancillary, incidental, necessary or reasonably related to the marketing, development, construction, management, servicing, ownership or operation of such facility, (c) contractual arrangements with customers, suppliers and contractors in respect of such facility, and (d) any infrastructure facility related to such facility, including, without limitation, for the treatment or management of waste water or the treatment or remediation of waste, pollution or potential pollutants.

[&]quot;Payment Recipient" has the meaning assigned to such term in Section 9.02(a).

[&]quot;PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

[&]quot;Periodic Term SOFR Determination Day" has the meaning assigned to such term in the definition of "Term SOFR".

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"*Project Financing*" means any tax equity investment in, or Indebtedness incurred by, a Project Financing Subsidiary to finance (a) the development and operation of the Project such Project Financing Subsidiary was formed to develop or (b) activities incidental thereto; *provided* that such Indebtedness or tax equity investment does not include recourse to the Borrower or any of its other Subsidiaries other than (x) recourse to the Capital Stock in any such Project Financing Subsidiary, and (y) recourse pursuant to a Contingent Guaranty.

"Project Financing Subsidiary" means any Subsidiary of the Borrower (a) that (i) is not a Material Subsidiary, and (ii) whose principal purpose is to develop a Project and activities incidental thereto (including, without limitation, the financing and operation of such Project), or to become a partner, member or other equity participant in a partnership, limited liability company or other entity having such a principal purpose, and (b) substantially all the assets of which are limited to the assets relating to the Project being developed or Capital Stock in such partnership, limited liability company or other entity (and substantially all of the assets of any such partnership, limited liability company or other entity are limited to the assets relating to such Project); provided that such Subsidiary incurs no Indebtedness other than in respect of a Project Financing.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Recipient" means, as applicable, (a) the Administrative Agent and (b) any Lender.

"Referenced Annual Financial Statements" means the consolidated balance sheet of the Borrower and its Subsidiaries dated as of December 31, 2020, and related statements of income, statements of cash flows and common shareholders' equity of the Borrower and its Subsidiaries for the fiscal year then ended.

"Referenced Quarterly Financial Statements" means the unaudited consolidated balance sheet of the Borrower and its Subsidiaries dated as of September 30, 2021, and related statements of income, statements of cash flows and common shareholders' equity of the Borrower and its Subsidiaries for nine-month period then ended.

"Register" has the meaning set forth in Section 11.04.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents, partners, advisors and representatives of such Person and such Person's Affiliates.

"Relevant Governmental Body" means the Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board or the Federal Reserve Bank of New York, or any successor thereto.

"Request for Issuance" has the meaning set forth in Section 2.04.

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"*Required Lenders*" means, subject to the terms of Section 2.20, Lenders having more than 50% in aggregate amount of the Commitments, or if the Commitments shall have been terminated, of the Total Outstanding Principal.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" of the Borrower means any of (a) the President, the chief financial officer, the chief accounting officer and the Treasurer of the Borrower and (b) any other officer of the Borrower whose responsibilities include monitoring compliance with this Agreement.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Loans and its LC Exposure at such time.

"Revolving Loan" means a Loan made pursuant to Section 2.02.

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc., and any successor thereto.

"Sanctioned Country" means, at any time, a region, country or territory which is, or whose government is, the subject or target of any Sanctions (at the date of this Credit Agreement, Crimea, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, Her Majesty's Treasury of the United Kingdom, the European Union or any EU member state, (b) any Person located, operating, organized or resident in a Sanctioned Country, (c) any Person controlled by any such Person or (d) any Person otherwise the subject of any Sanctions.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union, any European Union Member State or Her Majesty's Treasury of the United Kingdom.

"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 website of the SOFR Administrator, 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) on the immediately succeeding U.S. Government Securities Business Day.

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"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Loan" means a Loan that bears interest at a rate based on Term SOFR or Daily Simple SOFR, other than pursuant to clause (c) of the definition of "Alternate Base Rate".

"SOFR Rate Day" has the meaning assigned to such term in the definition of "Daily Simple SOFR".

"Subsidiary" means, with respect to any Person, any corporation or other entity of which at least a majority of the outstanding shares of stock or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the Board of Directors of such corporation or other entity (irrespective of whether or not at the time stock or other equity interests of any other class or classes of such corporation or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more of the Subsidiaries of such Person.

"Substantial Subsidiaries" has the meaning set forth in Section 8.01.

"Sustainability Linked Loan Principles" means the Sustainability Linked Loan Principles (as published in May 2021 and updated in July 2021 by the Loan Market Association, Asia Pacific Loan Market Association and Loan Syndications & Trading Association).

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, penalties and additions to tax imposed thereon or in connection therewith.

"Term SOFR" means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest 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 Interest Period, as such rate is published by the Term SOFR Administrator; <u>provided, however</u>, 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 an ABR Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "ABR 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 ABR 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 ABR Term SOFR Determination Day.

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"*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 Borrowing" means a Borrowing that bears interest at a rate based on Term SOFR (including, for the avoidance of doubt, Adjusted Term SOFR).

"Term SOFR Loan" means a Loan that bears interest at a rate based on Term SOFR (including, for the avoidance of doubt, Adjusted Term SOFR).

"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 earlier of (a) February 18, 2027 (or such later date pursuant to an extension in accordance with the terms of Section 2.21) and (b) the date upon which the Commitments are terminated pursuant to Section 8.1 or otherwise.

"Total Outstanding Principal" means the aggregate amount of the Outstanding Loans of all Lenders plus the aggregate LC Exposure.

"Transactions" means the execution, delivery and performance by the Borrower of this Agreement and the Borrowing of Loans and issuances of Letters of Credit hereunder.

"*Type*", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to Term SOFR (including, for the avoidance of doubt, Adjusted Term SOFR) or the Alternate Base Rate.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

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"Unreimbursed LC Disbursement" means the unpaid obligation (or, if the context so requires, the amount of such obligation) of the Borrower to reimburse the applicable LC Bank for a payment made by such LC Bank under a Letter of Credit, but shall not include any portion of such obligation that has been repaid with the proceeds of, or converted to, Loans hereunder.

- "U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) 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.
 - "U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.
 - "U.S. Tax Compliance Certificate" has the meaning specified in Section 2.17(e).
- "Utility Subsidiary" means a Subsidiary of the Borrower that is subject to regulation by a Governmental Authority (federal, state or otherwise) having authority to regulate utilities, and any Wholly-Owned Subsidiary thereof.
- "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.
- "Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Sections 4201, 4203 and 4205 of ERISA.
 - "Withholding Agent" means the Borrower and the Administrative Agent.
- "Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "**Term SOFR Loan**"). Borrowings also may be classified and referred to by Type (e.g., a "**Term SOFR Borrowing**").

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SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" shall not be exclusive. The word "will" shall be construed to have the same meaning and effect as the word "shall". The word "law" shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders and decrees, of all Governmental Authorities. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person's successors and assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The terms "knowledge of", "awareness of" and "receipt of notice of" in relation to the Borrower, and other similar expressions, mean knowledge of, awareness of, or receipt of notice by, a Responsible Officer of the Borrower.

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at "fair value", as defined therein and (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Financial Accounting Standards Board Staff Position APB 14-1 to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

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SECTION 1.05. Amendment and Restatement of the Existing Credit Agreement.

The parties to this Agreement agree that, upon (i) the execution and delivery by each of the parties hereto of this Agreement and (ii) satisfaction of the conditions set forth in Section 3.01, the terms and provisions of the Existing Credit Agreement shall be and hereby are amended, superseded and restated in their entirety by the terms and provisions of this Agreement. This Agreement is not intended to and shall not constitute a novation. All Loans made and Obligations incurred under the Existing Credit Agreement which are outstanding on the Effective Date shall continue as Loans and Obligations under (and shall be governed by the terms of) this Agreement and the other Credit Documents. Without limiting the foregoing, upon the effectiveness hereof: (a) all references in the "Credit Documents" (as defined in the Existing Credit Agreement) to the "Administrative Agent", the "Credit Agreement" and the "Credit Documents" shall be deemed to refer to the Administrative Agent, this Agreement and the Credit Documents, (b) the Existing Letters of Credit which remain outstanding on the Effective Date shall continue as Letters of Credit under (and shall be governed by the terms of) this Agreement. (c) all obligations constituting "Obligations" with any Lender or any Affiliate of any Lender which are outstanding on the Effective Date shall continue as Obligations under this Agreement and the other Credit Documents (subject to clause (f) below), (d) the Administrative Agent shall make such reallocations, sales, assignments or other relevant actions in respect of each Lender's credit exposure under the Existing Credit Agreement as are necessary in order that (i) each such Lender's Revolving Credit Exposure and outstanding Revolving Loans hereunder reflects such Lender's Applicable Percentage of the outstanding aggregate Revolving Credit Exposures on the Effective Date and (ii) each "Eurodollar Loan" under the Existing Credit Agreement is converted to a "Term SOFR Loan" hereunder as of the Effective Date pursuant to Section 2.06(f), (e) the Borrower hereby agrees to compensate each Lender for any and all losses, costs and expenses incurred by such Lender (including the Departing Lenders) in connection with the sale, assignment, or conversion of any Loans (including the "Eurodollar Loans" under the Existing Credit Agreement) and such reallocation described above, in each case on the terms and in the manner set forth in Section 2.16 hereof and (f) each Departing Lender's "Commitment" under the Existing Credit Agreement shall be terminated, each Departing Lender shall have received payment in full of all of the "Obligations" owing to it under the Existing Credit Agreement (other than obligations to pay fees and expenses with respect to which the Borrower has not received an invoice, contingent indemnity obligations and other contingent obligations owing to it under the "Credit Documents" as defined in the Existing Credit Agreement) and the Departing Lenders shall not be Lenders hereunder.

SECTION 1.06. Rates.

The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to Alternate Base Rate, Adjusted Term SOFR, Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic

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equivalence of, or have the same volume or liquidity as, the Alternate Base Rate, Adjusted Term SOFR, Term SOFR, or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Alternate Base Rate, Adjusted Term SOFR, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Alternate Base Rate, Adjusted Term SOFR, Term SOFR, or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service

ARTICLE II THE CREDITS

SECTION 2.01. Commitments.

(a) Subject to the terms and conditions set forth herein, each Lender severally agrees to make Revolving Loans in Dollars to the Borrower from time to time during the Availability Period in an aggregate principal amount that will not result in (i) such Lender's Revolving Credit Exposure exceeding such Lender's Commitment or (ii) the sum of the Revolving Credit Exposures of all of the Lenders exceeding the Aggregate Commitments.

(b) [Reserved].

- (c) Subject to the terms and conditions set forth herein, each LC Bank agrees to issue, extend or amend Letters of Credit and each Lender severally agrees to participate in such Letters of Credit, in each case as set forth herein, from time to time during the Availability Period in an aggregate stated amount that will not result in (i) the aggregate LC Outstandings under this Agreement exceeding \$150,000,000, (ii) any Lender's Revolving Credit Exposure exceeding such Lender's Commitment, (iii) the aggregate LC Outstandings of all Letters of Credit issued by any LC Bank exceeding at any time such LC Bank's Letter of Credit Commitment or (iv) the sum of the Revolving Credit Exposures of all of the Lenders exceeding the Aggregate Commitments.
- (d) Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans and request the issuance, extension or amendment of Letters of Credit.

SECTION 2.02. Revolving Loans and Revolving Borrowings; Requests for Borrowings.

(a) Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

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- (b) Subject to Section 2.14 and Section 2.23, each Revolving Borrowing shall be comprised entirely of ABR Loans or Term SOFR Loans or some combination thereof as the Borrower may request in accordance herewith. Each Lender at its option may make any Term SOFR Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.
- (c) At the commencement of each Interest Period for any Term SOFR Revolving Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of \$5,000,000 and not less than \$10,000,000. At the time that each ABR Revolving Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000; provided that an ABR Revolving Borrowing may be in an aggregate amount that is equal to the entire unused balance of the Aggregate Commitments. Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of ten Term SOFR Borrowings outstanding under this Agreement.
- (d) To request a Revolving Borrowing, the Borrower shall notify the Administrative Agent of such request by email (i) in the case of a Term SOFR Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing; or (ii) in the case of an ABR Borrowing, not later than 1:00 p.m., New York City time, on the date of the proposed Borrowing. Each such email Borrowing Request shall be irrevocable and shall be confirmed promptly by email, hand delivery or telecopy to the Administrative Agent of a written Borrowing Request in substantially the form of Exhibit C (or such other form as shall be approved by the Administrative Agent) signed by an Authorized Officer of the Borrower. Each such email and written Borrowing Request shall specify the following information:
 - (i) the aggregate amount of the requested Borrowing;
 - (ii) the date of such Borrowing, which shall be a Business Day;
 - (iii) whether such Borrowing is to be an ABR Borrowing or a Term SOFR Borrowing and the aggregate amount of each Type of Borrowing (if applicable); and
 - (iv) in the case of a Term SOFR Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period".

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term SOFR Revolving Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

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(e) Notwithstanding any other provision of this Agreement, (i) the Borrower shall not be entitled to request, or to elect to convert or continue, any Term SOFR Borrowing if the Interest Period requested with respect thereto would end after the Termination Date and (ii) the Borrower shall not be entitled to request any Borrowing based on Daily Simple SOFR (which shall apply only as a fallback rate pursuant to Section 2.23).

SECTION 2.03. [Reserved].

SECTION 2.04. Letters of Credit

(a) LC Banks. Subject to the terms and conditions hereof, the Borrower may from time to time request any LC Bank to issue, extend or amend one or more Letters of Credit hereunder. Any such request by the Borrower shall be notified to the Administrative Agent at least five Business Days prior to the date upon which the Borrower proposes that the applicable LC Bank issue, extend or amend such Letter of Credit and in the case of an extension request, shall be in substantially the form of Exhibit E (or such other form as shall be approved by the Administrative Agent and the applicable LC Bank) accompanied by the letter of credit application form of the LC Bank appropriately completed and signed by a Responsible Officer of the Borrower including agreed-upon draft language for such Letter of Credit reasonably acceptable to the applicable LC Bank. At no time shall (i) the aggregate LC Outstandings exceed the sum of the Commitments, (ii) the sum of the aggregate LC Outstandings under this Agreement exceed \$150,000,000 or (iii) the aggregate LC Outstandings of all Letters of Credit issued by any LC Bank exceed at any time such LC Bank's Letter of Credit Commitment. No LC Bank shall be under any obligation to issue any Letter of Credit if (i) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such LC Bank from issuing such Letter of Credit, or any Law applicable to such LC Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such LC Bank shall prohibit, or request that such LC Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such LC Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such LC Bank is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon such LC Bank any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which such LC Bank in good faith deems material to it, (ii) the issuance of such Letter of Credit would violate one or more policies of such LC Bank applicable to letters of credit generally (iii) except as otherwise agreed by the Administrative Agent and such LC Bank, such Letter of Credit is in an initial stated amount less than \$10,000, (iv) such Letter of Credit is to be denominated in a currency other than Dollars or (v) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder. No LC Bank shall be under any obligation to amend or extend any Letter of Credit if (i) such Issuing Bank would have no obligation at such time to issue the Letter of Credit in its amended form under the terms hereof or (ii) the beneficiary of such Letter of Credit does not accept the proposed amendment thereto.

(b) Letters of Credit. Each Letter of Credit shall be issued (or the stated maturity thereof extended or terms thereof modified or amended) on not less than five Business Days' prior written notice thereof to the Administrative Agent (which shall promptly distribute copies thereof to the Lenders) and the applicable LC Bank. Each such notice (a "Request for Issuance") shall specify (i) the date (which shall be a Business Day) of issuance of such Letter of Credit (or the date of

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effectiveness of such extension, modification or amendment) and the stated expiry date thereof (which shall be (A) subject to Section 2.04(j), not more than twelve months after the date of issuance or last extension and (B) not later than five days prior to the Termination Date then in effect (or, if such day is not a Business Day, the next preceding Business Day)), (ii) the proposed stated amount of such Letter of Credit and (iii) such other information as shall demonstrate compliance of such Letter of Credit with the requirements specified therefor in this Agreement. Each Request for Issuance shall be irrevocable unless modified or rescinded by the Borrower not less than two days prior to the proposed date of issuance (or effectiveness) specified therein. If the applicable LC Bank shall have approved the form of such Letter of Credit (or such extension, modification or amendment thereof), such LC Bank shall not later than 11:00 A.M. (New York City time) on the proposed date specified in such Request for Issuance, and upon fulfillment of the applicable conditions precedent and the other requirements set forth herein and as otherwise agreed to between such LC Bank and the Borrower, issue (or extend, amend or modify) such Letter of Credit and provide notice and a copy thereof to the Administrative Agent. The Administrative Agent shall furnish (x) to each Lender, a copy of such notice and (y) to each Lender that may so request, a copy of such Letter of Credit.

- (c) Reimbursement on Demand. Subject to the provisions of Section 2.04(d) hereof, the Borrower hereby agrees to pay (whether with the proceeds of Loans made pursuant to this Agreement or otherwise) to the applicable LC Bank on demand (i) on and after each date on which such LC Bank shall pay any amount under any Letter of Credit issued by such LC Bank a sum equal to such amount so paid (which sum shall constitute a demand loan from such LC Bank to the Borrower from the date of such payment by such LC Bank until so paid by the Borrower), plus (ii) interest on any amount remaining unpaid by the Borrower to such LC Bank under clause (i), above, from the date such sum becomes payable on demand until payment in full, at a rate per annum which is equal to 2% plus the then applicable Alternate Base Rate until paid in full.
- (d) Loans for Unreimbursed LC Disbursements. If any LC Bank shall make any payment under any Letter of Credit and if the conditions precedent set forth in Section 3.02 of this Agreement have been satisfied as of the date of such honor, then, each Lender's payment made to such LC Bank pursuant to paragraph (c) of this Section 2.04 in respect of such Unreimbursed LC Disbursement shall be deemed to constitute an ABR Loan made for the account of the Borrower by such Lender. Each such ABR Loan shall mature and be due and payable on the earlier of (i) the first March 31, June 30, September 30 or December 31 to occur following the date such ABR Loan is made and (ii) the Termination Date.
 - (e) Participation; Reimbursement of the LC Banks.
 - (i) Upon the issuance of any Letter of Credit by any LC Bank (and, in the case of the Existing Letters of Credit, on the Effective Date), such LC Bank hereby sells and transfers to each Lender, and each Lender hereby acquires from such LC Bank, an undivided interest and participation to the extent of such Lender's Applicable Percentage in and to such Letter of Credit, including the obligations of such LC Bank under and in respect thereof and the Borrower's reimbursement and other obligations in respect thereof, whether now existing or hereafter arising.

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- (ii) If any LC Bank shall not have been reimbursed in full for any payment made by such LC Bank under any Letter of Credit issued by such LC Bank on the date of such payment, such LC Bank shall promptly notify the Administrative Agent and the Administrative Agent shall promptly notify each Lender of such non-reimbursement and the amount thereof. Upon receipt of such notice from the Administrative Agent, each Lender shall pay to the Administrative Agent for the account of such LC Bank an amount equal to such Lender's Applicable Percentage of such Unreimbursed LC Disbursement, plus interest on such amount at a rate per annum equal to the Federal Funds Effective Rate from the date of such payment by such LC Bank to the date of payment to such LC Bank by such Lender. All such payments by each Lender shall be made in United States dollars and in same day funds not later than 3:00 p.m. (New York City time) on the later to occur of (A) the Business Day immediately following the date of such payment by the applicable LC Bank and (B) the Business Day on which such Lender shall have received notice of such non-reimbursement; provided, however, that if such notice is received by such Lender later than 11:00 A.M. (New York City time) on such Business Day, such payment shall be payable on the next Business Day. Each Lender agrees that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. If a Lender shall have paid to the applicable LC Bank its ratable portion of any Unreimbursed LC Disbursement, together with all interest thereon required by the second sentence of this subparagraph (ii), such Lender shall be entitled to receive its ratable share of all interest paid by the Borrower in respect of such Unreimbursed LC Disbursement. If such Lender shall have made such payment to the applicable LC Bank, but without all such interest thereon required by the second sentence of this subparagraph (ii), such Lender shall be entitled to receive its ratable share of the interest paid by the Borrower in respect of such Unreimbursed LC Disbursement only from the date it shall have paid all interest required by the second sentence of this subparagraph (ii).
- (iii) The failure of any Lender to make any payment to the applicable LC Bank in accordance with subparagraph (ii) above, shall not relieve any other Lender of its obligation to make payment, but neither such LC Bank nor any Lender shall be responsible for the failure of any other Lender to make such payment. If any Lender shall fail to make any payment to the applicable LC Bank in accordance with subparagraph (ii) above, then such Lender shall pay to such LC Bank forthwith on demand such corresponding amount together with interest thereon, for each day until the date such amount is repaid to such LC Bank at the Federal Funds Effective Rate. Nothing herein shall in any way limit, waive or otherwise reduce any claims that any party hereto may have against any non-performing Lender.
- (f) Obligations Absolute. The payment obligations of each Lender under Section 2.04(e) and of the Borrower under Section 2.04(c) of this Agreement in respect of any payment under any Letter of Credit and any Loan made under Section 2.04(d) shall be unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including, without limitation, the following circumstances:
 - (i) any lack of validity or enforceability of any Credit Document or any other agreement or instrument relating thereto or to such Letter of Credit;

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- (ii) any amendment or waiver of, or any consent to departure from, all or any of the Credit Documents;
- (iii) the existence of any claim, set-off, defense or other right which the Borrower may have at any time against any beneficiary, or any transferee, of such Letter of Credit (or any Persons for whom any such beneficiary or any such transferee may be acting), any LC Bank, or any other Person, whether in connection with this Agreement, the transactions contemplated herein or by such Letter of Credit, or any unrelated transaction;
- (iv) any statement or any other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;
- (v) payment in good faith by the applicable LC Bank under the Letter of Credit issued by such LC Bank against presentation of a draft or certificate which does not comply with the terms of such Letter of Credit; or
 - (vi) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

(g) Liability of LC Banks and the Lenders. The Borrower assumes all risks of the acts and omissions of any beneficiary or transferee of any Letter of Credit. Neither the LC Banks, the Lenders nor any of their respective officers, directors, employees, agents or Affiliates shall be liable or responsible for (i) the use that may be made of such Letter of Credit or any acts or omissions of any beneficiary or transferee thereof in connection therewith; (ii) the validity, sufficiency or genuineness of documents, or of any endorsement thereon, even if such documents should prove to be in any or all respects invalid, insufficient, fraudulent or forged; (iii) payment by any LC Bank against presentation of documents that do not comply with the terms of such Letter of Credit, including failure of any documents to bear any reference or adequate reference to such Letter of Credit; or (iv) any other circumstances whatsoever in making or failing to make payment under such Letter of Credit, except that the Borrower or any Lender shall have the right to bring suit against the applicable LC Bank, and such LC Bank shall be liable to the Borrower and any Lender, to the extent of any direct, as opposed to consequential, damages suffered by the Borrower or such Lender which were caused by such LC Bank's wilful misconduct or gross negligence as determined by a court of competent jurisdiction in a final and non-appealable judgment, including such LC Bank's wilful or grossly negligent failure to make timely payment under such Letter of Credit following the presentation to it by the beneficiary thereof of a draft and accompanying certificate(s) which strictly comply with the terms and conditions of such Letter of Credit. In furtherance and not in limitation of the foregoing, the applicable LC Bank may accept sight drafts and accompanying certificates presented under the Letter of Credit issued by such LC Bank that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary. Notwithstanding the foregoing, no Lender shall be obligated to indemnify the Borrower for damages caused by any LC Bank's wilful misconduct or gross negligence as determined by a court of competent jurisdiction in a final and non-appealable judgment, and the obligation of the Borrower to reimburse the Lenders hereunder shall be absolute and unconditional, notwithstanding the gross negligence or wilful misconduct of any LC Bank.

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- (h) *Transitional Provision*. Subject to the satisfaction of the conditions contained in Sections 3.01 and 3.02, from and after the Effective Date the Existing Letters of Credit shall be deemed to be Letters of Credit issued pursuant to this Section 2.04.
- (i) promptly following the end of each calendar month, the aggregate amount of Letters of Credit issued by it and outstanding at the end of such month, (ii) on or prior to each Business Day on which such LC Bank expects to issue, amend, renew or extend any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the aggregate face amount of the Letters of Credit to be issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension occurred (and whether the amount thereof changed), it being understood that such LC Bank shall not permit any issuance, renewal, extension or amendment resulting in an increase in the amount of any Letter of Credit to occur without first obtaining written confirmation from the Administrative Agent that it is then permitted under this Agreement, (iii) on each Business Day on which such LC Bank makes any LC Disbursement, the date of such LC Disbursement and the amount of such LC Disbursement, (iv) on any Business Day on which the Borrower fails to reimburse an LC Disbursement required to be reimbursed to such LC Bank on such day, the date of such failure and the amount of such LC Disbursement and (v) on any other Business Day, such other information as the Administrative Agent shall reasonably request.
- (j) Auto-Extension Letters of Credit. If the Borrower so requests in any applicable request for a Letter of Credit pursuant to Section 2.04(a), each LC Bank may, in its sole discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit such LC Bank to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day set forth in such Letter of Credit (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the applicable LC Bank, the Borrower shall not be required to make a specific request to such LC Bank for any such extension. Any LC Bank that agrees to issue an Auto-Extension Letter of Credit shall notify the Administrative Agent of such issuance within five Business Days after the date of issuance thereof and shall notify the Administrative Agent of any prevention of extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the applicable LC Bank to permit the extension of such Letter of Credit at any time to an expiry date not later than five days prior to the Termination Date then in effect (or, if such day is not a Business Day, the next preceding Business Day); provided, however, that no LC Bank shall permit any such extension if such LC Bank has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (including the applicable conditions specified in Section 3.02).

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SECTION 2.05. Funding of Borrowings.

- (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds (i) in the case of Term SOFR Borrowings, by 1:00 p.m., New York City time and (ii) in the case of ABR Borrowings, by 3:00 p.m., New York City time, in each case to the account of the Administrative Agent designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account established and maintained by the Borrower at the Administrative Agent's office in New York City.
- (b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed time of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the Federal Funds Effective Rate or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.06. Interest Elections.

- (a) Each Borrowing initially shall be of the Type or Types specified in the applicable Borrowing Request and, in the case of a Term SOFR Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term SOFR Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.
- (b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by email by the time that a Borrowing Request would be required under Section 2.02 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election; provided, however, with regard to any election pursuant to this Section 2.06 related to a Term SOFR Borrowing, notice of election shall be delivered not later than 11:00 a.m., New York City time, three (3) Business Days prior to the effective date of such election. Each such email Interest Election Request shall be irrevocable and shall be confirmed promptly by telecopy or email to the Administrative Agent of a written Interest Election Request in substantially the form of Exhibit G (or such other form as shall be approved by the Administrative Agent) and signed by the Borrower.

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- (c) Each Interest Election Request shall specify the following information in compliance with Section 2.02:
- (i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions of such Borrowing, the portions thereof to be allocated to each resulting Type of Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);
 - (ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;
 - (iii) whether the resulting Borrowing is to be an ABR Borrowing or a Term SOFR Borrowing; and
- (iv) if the resulting Borrowing is a Term SOFR Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Term SOFR Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

- (d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Type of Borrowing.
- (e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Term SOFR Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Term SOFR Borrowing and (ii) unless repaid, each Term SOFR Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto. For the avoidance of doubt, the Borrower shall not be entitled to request that any Borrowing bear interest based on Daily Simple SOFR (which shall apply only as a fallback rate pursuant to Section 2.23).
- (f) Notwithstanding anything to the contrary herein or any notice or other requirements for borrowing or conversion of Loans hereunder, the parties hereto agree that as of the Effective Date all outstanding "Eurodollar Loans", if any, under the Existing Credit Agreement shall be converted to Term SOFR Loans with an Interest Period of one month.

SECTION 2.07. Mandatory Termination or Reduction of Commitments.

Unless previously terminated, the Commitments shall terminate on the Termination Date.

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SECTION 2.08. Mandatory Prepayments.

- (a) If at any time the Total Outstanding Principal exceeds the Aggregate Commitments then in effect for any reason whatsoever (including, without limitation, as a result of any reduction in the Aggregate Commitments pursuant to Section 2.09), the Borrower shall prepay Loans or cash collateralize LC Exposure in an account with the Administrative Agent pursuant to the final paragraph of Section 8.01, as applicable, in such aggregate amount (together with accrued interest thereon to the extent required by Section 2.13) as shall be necessary so that, after giving effect to such prepayment, the Total Outstanding Principal does not exceed the Aggregate Commitments.
- (b) Each prepayment of Loans pursuant to this Section 2.08 shall be accompanied by the Borrower's payment of any amounts payable under Section 2.16 in connection with such prepayment. Prepayments of Revolving Loans shall be applied ratably to the Loans so prepaid.

SECTION 2.09. Optional Reduction or Termination of Commitments.

- (a) The Borrower may at any time terminate, or from time to time reduce, the Commitments (including the unused Letter of Credit Commitments of the LC Banks); provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of \$10,000,000 and (ii) the Borrower shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.11, the Total Outstanding Principal would exceed the Aggregate Commitments thereafter in effect.
- (b) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under Section 2.09(a) at least five Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; *provided* that a notice of termination of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent.
- (c) Each reduction of the Commitments pursuant to this Section 2.09 shall be made ratably among the Lenders in accordance with their respective Commitments immediately preceding such reduction.

SECTION 2.10. Repayment of Loans; Evidence of Debt.

- (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent (i) for the account of each Lender the then unpaid principal amount of each Revolving Loan on the Termination Date and (ii) for the account of each Lender the then unpaid principal amount of each ABR Loan deemed to be made pursuant to Section 2.04(d) on the maturity date therefor as determined pursuant to Section 2.04(d).
- (b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

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- (c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.
- (d) The Register and the corresponding entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be *prima facie* evidence of the existence and amounts of the obligations recorded therein; *provided* that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.
- (e) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender and its registered assigns and in substantially the form of Exhibit F. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 11.04) be represented by one or more promissory notes in such form payable to the payee named therein and its registered assigns.

SECTION 2.11. Optional Prepayment of Loans.

- (a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with paragraph (b) of this Section.
- (b) The Borrower shall notify the Administrative Agent by telecopy or email of any prepayment hereunder (i) in the case of prepayment of a Term SOFR Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; *provided* that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Each such notice of prepayment shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a prepayment notice in substantially the form of Exhibit H (or such other form as shall be approved by the Administrative Agent) and signed by the Borrower. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type as provided in Section 2.02, it being understood that the foregoing minimum shall not apply to the prepayment in whole of the outstanding Revolving Loans of all Lenders. Each prepayment of a Revolving Borrowing shall be applied ratably to the Loans included in the prepaid Revolving Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13 and by any amounts payable under Section 2.16 in connection with such prepayment.

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SECTION 2.12. Fees.

- (a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a facility fee (each a "*Facility Fee*"), which shall accrue at the Applicable Rate on the daily amount of the Commitment of such Lender (whether used or unused) during the period from and including the Effective Date to but excluding the date on which such Commitment terminates; *provided* that, if such Lender continues to have any Revolving Credit Exposure after its Commitment terminates, then such Facility Fee shall continue to accrue on the daily amount of such Lender's Revolving Credit Exposure from and including the date on which its Commitment terminates to but excluding the date on which such Lender ceases to have any Revolving Credit Exposure. Accrued Facility Fees shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which the Commitments terminate, commencing on the first such date to occur after the Effective Date; *provided* that any Facility Fees accruing after the date on which the Commitments terminate shall be payable on demand. All Facility Fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).
- (b) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a letter of credit risk participation fee (each a "LC Risk Participation Fee"), which shall accrue at the Applicable Rate on the average daily amount of the LC Outstandings during the period from and including the Effective Date to but excluding the Termination Date or such later date as on which there shall cease to be any LC Outstandings. Accrued LC Risk Participation Fees shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which the Commitments terminate, commencing on the first such date to occur after the Effective Date; provided that any LC Risk Participation Fees accruing after the date on which the Commitments terminate shall be payable on demand. All LC Risk Participation Fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The Borrower shall also pay to the LC Bank for its own account (x) a fronting fee, which fronting fee shall accrue at a per annum rate agreed upon between the Borrower and the applicable LC Bank on the average daily amount of such LC Outstandings in respect of all Letters of Credit issued by such LC Bank during the period each such Letter of Credit shall be outstanding, which fronting fee shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which such Letter of Credit terminates, and (y) documentary and processing charges in connection with the issuance, or modification cancellation, negotiation, or transfer of, and draws under Letters of Credit issued by such LC Bank in accordance with such LC Bank's standard schedule for such charges as in effect from time to time.
- (c) The Borrower agrees to pay to the Administrative Agent and each Arranger, in each case, for its own account and for the account of the other Persons entitled thereto, the fees provided for in the applicable fee letter dated January 23, 2019, executed and delivered with respect to the credit facility provided for herein, in each case, in the amounts and at the times set forth therein and in immediately available funds.

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(d) All fees payable hereunder shall be paid in immediately available funds. Fees due and paid shall not be refundable under any circumstances.

SECTION 2.13. Interest.

- (a) The Loans comprising each ABR Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Rate.
- (b) The Loans comprising each Term SOFR Borrowing shall bear interest at a rate *per annum* equal to Adjusted Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) [Reserved].

- (d) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate *per annum* equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided above or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Loans as provided above.
- (e) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan; *provided* that (i) interest accrued pursuant to paragraph (d) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, (iii) in the event of any conversion of any Term SOFR Revolving Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion and (iv) all accrued interest shall be payable upon termination of the Commitments.
- (f) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate or Adjusted Term SOFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.14. Inability to Determine Rates; Illegality. (a) Subject to Section 2.23, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that Adjusted Term SOFR or Term SOFR cannot be determined pursuant to the definition thereof on or prior to the first day of any Interest Period, the Administrative Agent will promptly so notify the Borrower and each Lender. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make or continue Term SOFR Loans or to convert ABR Loans to Term SOFR Loans shall be suspended (to the extent of the affected Term SOFR Loans or, in the case of a Term SOFR Borrowing, the affected Interest Periods) until the Administrative Agent revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of Term SOFR Loans (to the extent of the affected Term SOFR Loans or, in the case of a Term SOFR Borrowing, the affected Interest Periods) or, failing that, in the case of any request for an

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affected Term SOFR Borrowing, then such request shall be ineffective, (ii) any outstanding affected Term SOFR Loans will be deemed to have been converted into ABR Loans. Upon any such conversion, the Borrower shall also pay any additional amounts required pursuant to Section 2.16. If the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that Adjusted Term SOFR or Term SOFR cannot be determined pursuant to the definition thereof, in each case on any given day, the interest rate on ABR Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Alternate Base Rate" until the Administrative Agent revokes such determination.

(b) If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to Term SOFR (including Adjusted Term SOFR), or to determine or charge interest rates based upon Term SOFR (including Adjusted Term SOFR), then, upon notice thereof by such Lender to the Borrower (through the Administrative Agent), (a) any obligation of such Lender to make or continue Term SOFR Loans or to convert ABR Loans to Term SOFR Loans shall be suspended, and (b) the interest rate on which ABR Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of "Alternate Base Rate", in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (i) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term SOFR Loans of such Lender to ABR Loans (the interest rate on which ABR Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of "Alternate Base Rate"), on the Interest Payment Date therefor, if such Lender may lawfully continue to maintain such Term SOFR Loans and (ii) if necessary to avoid such illegality, the Administrative Agent shall during the period of such suspension compute the Alternate Base Rate applicable to such Lender without reference to clause (c) of the definition of "Alternate Base Rate" until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon Term SOFR (including Adjusted Term SOFR). Upon any such prepayment or conversion, the Borrower shall

SECTION 2.15. Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity, compulsory loan, insurance charge or similar assessment or requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any LC Bank (except any such reserve requirement described in paragraph (e) of this Section);

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- (ii) impose on any Lender or any LC Bank or any applicable interbank market any other condition affecting this Agreement or Loans made by such Lender or participation therein or Unreimbursed LC Disbursements or Letters of Credit and participations therein; or
- (iii) subject the Administrative Agent or any Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, Letter of Credit Commitment or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to the Administrative Agent, such Lender or such LC Bank of making, continuing, converting to or maintaining any Loan or Unreimbursed LC Disbursement or issuing or maintaining Letters of Credit and participation interests therein (or of maintaining its obligation to make any such Loan or issue or participate in such Letter of Credit) or to reduce the amount of any sum received or receivable by the Administrative Agent, such Lender or such LC Bank hereunder (whether of principal, interest or otherwise), then the Borrower will pay to the Administrative Agent, such Lender or such LC Bank, as the case may be, such additional amount or amounts as will compensate the Administrative Agent, such Lender or such LC Bank for such additional costs incurred or reduction suffered.

- (b) If any Lender or any LC Bank determines that any Change in Law regarding capital adequacy or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such LC Bank's capital or on the capital of its holding company, if any, as a consequence of this Agreement to a level below that which such Lender or such LC Bank or its holding company could have achieved but for such Change in Law (taking into consideration its policies and the policies of its holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or such LC Bank, as the case may be, such additional amount or amounts as will compensate it or its holding company for any such reduction suffered.
- (c) A certificate of a Lender or the applicable LC Bank, as the case may be, setting forth the amount or amounts necessary to compensate it or its holding company as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay the amount shown as due on any such certificate within 10 days after receipt thereof.
- (d) Failure or delay on the part of any Lender or any LC Bank to demand compensation pursuant to this Section shall not constitute a waiver of its right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than ninety days prior to the date that such Lender or such LC Bank notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of its intention to claim compensation therefor; provided, further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the ninety day period referred to above shall be extended to include the period of retroactive effect thereof.

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SECTION 2.16. Compensation for Losses. In the event of (a) the payment of any principal of any Term SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Term SOFR Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Revolving Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice is permitted to be revocable under Section 2.11(b) and is revoked in accordance therewith), or (d) the assignment of any Term SOFR Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19, then, in any such event, the Borrower shall, after receipt of a written request by any Lender affected by any such event (which request shall set forth in reasonable detail the basis for requesting such amount), compensate each Lender for any actual loss, cost or expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION 2.17. Taxes.

- (a) Any and all payments by or on account of any obligation of the Borrower hereunder shall be made free and clear of and without deduction for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then (i) the applicable Withholding Agent shall be entitled to make such deduction or withholding and timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law, and (ii) if such Tax is an Indemnified Tax, then the amount payable shall be increased as necessary so that after making all required deductions (including deductions and withholdings of Indemnified Taxes applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deductions or withholdings been made.
 - (b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.
- (c) The Borrower shall indemnify each Recipient, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by such Recipient and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender or any LC Bank, or by the Administrative Agent on its own behalf or on behalf of a Lender or any LC Bank, shall be conclusive absent manifest error.
- (d) As soon as practicable after any payment of Indemnified Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

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(e)

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Credit Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(e)(ii)(A) and (ii)(B) and Section 2.17(f) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

- (ii) Without limiting the generality of the foregoing,
 - (A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;
 - (B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:
 - (1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Credit Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E (as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Credit Document, IRS Form W-8BEN or IRS Form W-8BEN-E (as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

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- (2) executed copies of IRS Form W-8ECI;
- (3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E (as applicable); or
- (4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-2 or Exhibit I-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-4 on behalf of each such direct and indirect partner; and
- (C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(f) If a payment made to a Lender under any Credit Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably

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requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3) (C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.17(f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement. Each Lender agrees that if any documentation it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such documentation or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.17(g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.17(g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.17(g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnified party to make available its tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 11.04 relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Credit Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Credit Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (h).

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- (i) Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Credit Document.
 - (j) For purposes of this Section 2.17, the term "applicable law" includes FATCA.

SECTION 2.18. Payments Generally; Pro Rata Treatment; Sharing of Set-Offs.

- (a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or under Section 2.15, 2.16, 2.17 or 11.03, or otherwise) prior to 12:00 noon, New York City time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its office listed in Section 11.01(b), except that payments pursuant to Sections 2.15, 2.16, 2.17 and 11.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in Dollars.
- (b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, to pay interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, to pay principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.
- (c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Obligations owing to it resulting in such Lender receiving payment of a greater proportion of the aggregate amount of such Obligations and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Revolving Loans of, or other Obligations owing to, other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans or other Obligations, as applicable; *provided* that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrower or any other Subsidiary or Affiliate of the Borrower (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

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- (d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the Federal Funds Effective Rate.
- (e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(e), 2.05(b) or 2.18(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.
- (f) None of the funds or assets of the Borrower that are used to pay any amount due pursuant to this Agreement shall constitute funds obtained from transactions with or relating to Anti-Corruption Laws or Sanctions.

SECTION 2.19. Mitigation Obligations; Replacement of Lenders.

- (a) Any Lender claiming reimbursement or compensation from the Borrower under either of Sections 2.15 and 2.17 for any losses, costs or other liabilities shall use reasonable efforts (including, without limitation, reasonable efforts to designate a different lending office of such Lender for funding or booking its Loans or to assign its rights and obligations hereunder to another of its offices, branches or affiliates) to mitigate the amount of such losses, costs and other liabilities, if such efforts can be made and such mitigation can be accomplished without such Lender suffering (i) any economic disadvantage for which such Lender does not receive full indemnity from the Borrower under this Agreement or (ii) otherwise be disadvantageous to such Lender
- (b) In determining the amount of any claim for reimbursement or compensation under Sections 2.15 and 2.17, each Lender will use reasonable methods of calculation consistent with such methods customarily employed by such Lender in similar situations.
- (c) Each Lender will notify the Borrower either directly or through the Administrative Agent of any event giving rise to a claim under Section 2.15 or Section 2.17 promptly after the occurrence thereof which notice shall be accompanied by a certificate of such Lender setting forth in reasonable detail the circumstances of such claim.

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(d) If any Lender requests compensation under Section 2.15, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 11.04, provided that the Administrative Agent may, in its sole discretion, elect to waive the \$3,500 processing and recordation fee in connection therewith), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent and each LC Bank, which consent, in the case of the Administrative Agent, shall not unreasonably be withheld and, in the case of each LC Bank, may be given or withheld in the sole discretion of such LC Bank, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments, (iv) such assignment does not conflict with applicable law and (v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent. A Lender shall not be require

SECTION 2.20. Defaulting Lenders.

Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

- (a) fees shall cease to accrue on the Commitment of such Defaulting Lender pursuant to Section 2.12(a);
- (b) the Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 11.02); provided, that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender affected thereby;
 - (c) if any LC Exposure exists at the time such Lender becomes a Defaulting Lender then:
 - (i) so long as no Default shall be continuing, all or any part of the LC Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent the sum of all non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's LC Exposure does not exceed the total of all non-Defaulting Lenders' Commitments and to the extent the sum of each non-Defaulting Lender's Revolving Credit Exposure and LC Exposure does not exceed such non-Defaulting Lender's Commitment;

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- (ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one (1) Business Day following notice by the Administrative Agent cash collateralize for the benefit of the applicable LC Bank only the Borrower's obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in the last paragraph of Section 8.01 for so long as such LC Exposure is outstanding;
- (iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) or the applicable LC Bank pursuant to Section 2.12(b)(x) (solely with respect to any fronting fee), in each case with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;
- (iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages;
- (v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any LC Bank or any other Lender hereunder, all Facility Fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such LC Exposure) and letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the applicable LC Bank until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and
- (d) so long as such Lender is a Defaulting Lender, no LC Bank shall be required to issue, amend or increase any Letter of Credit, unless it is reasonably satisfied that (i) the related exposure and the Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.20(c), and (ii) participating interests in any such newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.20(c)(i) (and such Defaulting Lender shall not participate therein).
- If (i) a Bankruptcy Event or a Bail-In Action with respect to a Parent of any Lender shall occur following the date hereof and for so long as such event shall continue or (ii) any LC Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, no LC Bank shall be required to issue, amend or increase any Letter of Credit, unless the applicable LC Bank shall have entered into arrangements with the Borrower or such Lender, satisfactory to the applicable LC Bank to defease any risk to it in respect of such Lender hereunder.

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In the event that the Administrative Agent, the Borrower and the LC Banks each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

SECTION 2.21. Extension of Termination Date.

- (a) The Borrower may at any time and from time to time not less than ten (10) Business Days prior to any anniversary of the Effective Date (other than the Termination Date), by notice to the Administrative Agent (who shall promptly notify the Lenders), request that each Lender extend (each such date on which an extension occurs, an "*Extension Date*") such Lender's then effective Termination Date (the "*Existing Termination Date*") to the date that is one year after such Lender's Existing Termination Date; <u>provided</u>, that if any requested Extension Date is not a Business Day, such Extension Date shall be the immediately succeeding Business Day.
- (b) Each Lender, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not later than the date that is ten (10) Business Days after the date on which the Administrative Agent received the Borrower's extension request (and in any event, prior to the proposed Extension Date) (the "Lender Notice Date"), advise the Administrative Agent whether or not such Lender agrees to such extension (each Lender that determines to so extend its Termination Date, an "Extending Lender"). Each Lender that determines not to so extend its Termination Date (a "Non-Extending Lender") shall notify the Administrative Agent of such fact promptly after such determination (but in any event no later than the Lender Notice Date), and any Lender that does not so advise the Administrative Agent on or before the Lender Notice Date shall be deemed to be a Non-Extending Lender. The election of any Lender to agree to such extension shall not obligate any other Lender to so agree, and it is understood and agreed that no Lender shall have any obligation whatsoever to agree to any request made by the Borrower for extension of the Termination Date.
 - (c) The Administrative Agent shall promptly notify the Borrower of each Lender's determination under this Section.
- (d) The Borrower shall have the right, but shall not be obligated, on or before the applicable Termination Date for any Non-Extending Lender to replace such Non-Extending Lender with, and add as "Lenders" under this Agreement in place thereof, one or more financial institutions that are not Ineligible Institutions (each, an "Additional Commitment Lender") approved by the Administrative Agent and the LC Banks, which approval shall not be unreasonably withheld or delayed, each of which Additional Commitment Lenders shall have entered into an Assignment and Assumption (in accordance with and subject to the restrictions contained in Section 11.04, with the Borrower obligated to pay any applicable processing or recordation fee; provided, that the Administrative Agent may, in its sole discretion, elect to waive the \$3,500 processing and recordation fee in connection therewith) with such Non-Extending

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Lender, pursuant to which such Additional Commitment Lenders shall, effective on or before the applicable Termination Date for such Non-Extending Lender, assume a Commitment (and, if any such Additional Commitment Lender is already a Lender, its Commitment shall be in addition to such Lender's Commitment hereunder on such date). Prior to any Non-Extending Lender being replaced by one or more Additional Commitment Lenders pursuant hereto, such Non-Extending Lender may elect, in its sole discretion, by giving irrevocable notice thereof to the Administrative Agent and the Borrower (which notice shall set forth such Lender's new Termination Date), to become an Extending Lender. The Administrative Agent may effect such amendments to this Agreement as are reasonably necessary to provide solely for any such extensions with the consent of the Borrower but without the consent of any other Lenders.

- (e) If (and only if) the total of the Commitments of the Lenders that have agreed to extend their Termination Date and the new or increased Commitments of any Additional Commitment Lenders is more than 50% of the aggregate amount of the Commitments in effect immediately prior to the applicable Extension Date, then, effective as of the applicable Extension Date, the Termination Date of each Extending Lender and of each Additional Commitment Lender shall be extended to the date that is one year after the then Existing Termination Date (except that, if such date is not a Business Day, such Termination Date as so extended shall be the immediately preceding Business Day) and each Additional Commitment Lender shall thereupon become a "Lender" for all purposes of this Agreement and shall be bound by the provisions of this Agreement as a Lender hereunder and shall have the obligations of a Lender hereunder. For purposes of clarity, it is acknowledged and agreed that the Termination Date on any date of determination shall not be a date more than five (5) years after such date of determination, whether such determination is made before or after giving effect to any extension request made hereunder.
- (f) Notwithstanding the foregoing, (x) no more than two (2) extensions of the Termination Date shall be permitted hereunder and (y) any extension of any Revolving Termination Date pursuant to this Section 2.21 shall not be effective with respect to any Extending Lender unless:
 - (i) no Default or Event of Default shall have occurred and be continuing on the applicable Extension Date and immediately after giving effect thereto;
 - (ii) the representations and warranties of the Borrower set forth in this Agreement are true and correct on and as of the applicable Extension Date and after giving effect thereto, as though made on and as of such date (or to the extent that such representations and warranties specifically refer to an earlier date, as of such earlier date); and
 - (iii) the Administrative Agent shall have received a certificate dated as of the applicable Extension Date from the Borrower signed by an Authorized Officer of the Borrower (A) certifying the accuracy of the foregoing clauses (i) and (ii) and (B) certifying and attaching the resolutions adopted by the Borrower approving or consenting to such extension.

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(g) On the Termination Date of each Non-Extending Lender, (i) the Commitment of each Non-Extending Lender shall automatically terminate and (ii) the Borrower shall repay such Non-Extending Lender in accordance with Section 2.09 (and shall pay to such Non-Extending Lender all of the other Obligations owing to it under this Agreement) and after giving effect thereto shall prepay any Revolving Loans outstanding on such date (and pay any additional amounts required pursuant to Section 2.15) to the extent necessary to keep outstanding Revolving Loans ratable with any revised Applicable Percentages of the respective Lenders effective as of such date, and the Administrative Agent shall administer any necessary reallocation of the Revolving Credit Exposures (without regard to any minimum borrowing, pro rata borrowing and/or pro rata payment requirements contained elsewhere in this Agreement).

(h) This Section shall supersede any provisions in Section 2.18 or Section 11.02 to the contrary.

SECTION 2.22. Expansion Option. The Borrower may from time to time elect to increase the Commitments, in each case in an initial minimum amount of \$50,000,000 and increments of \$1,000,000 in excess thereof, so long as, after giving effect thereto, the aggregate amount of such increases does not exceed \$500,000,000. The Borrower may arrange for any such increase to be provided by one or more Lenders (each Lender so agreeing to an increase in its Commitment, an "Increasing Lender"), or by one or more new banks, financial institutions or other entities (each such new bank, financial institution or other entity, an "Augmenting Lender"; provided that no Ineligible Institution may be an Augmenting Lender), which agree to increase their existing Commitments or provide new Commitments, as the case may be; provided that (i) each Increasing Lender and each Augmenting Lender shall be subject to the approval of the Borrower, the Administrative Agent and each LC Bank and (ii) (x) in the case of an Increasing Lender, the Borrower and such Increasing Lender execute an agreement substantially in the form of Exhibit J hereto, and (y) in the case of an Augmenting Lender, the Borrower and such Augmenting Lender execute an agreement substantially in the form of Exhibit K hereto. No consent of any Lender (other than the Lenders participating in the increase) shall be required for any increase in Commitments pursuant to this Section 2.22. Increases and new Commitments created pursuant to this Section 2.22 shall become effective on the date agreed by the Borrower, the Administrative Agent and the relevant Increasing Lenders or Augmenting Lenders, and the Administrative Agent shall notify each Lender thereof. Notwithstanding the foregoing, no increase in the Commitments (or in the Commitment of any Lender) shall become effective under this paragraph unless, (i) on the proposed date of the effectiveness of such increase, (A) the conditions set forth in Section 3.02 shall be satisfied or waived by the Required Lenders, each Increasing Lender and each Augmenting Lender and the Administrative Agent shall have received a certificate to that effect dated such date and executed by an Authorized Officer of the Borrower and (B) the Borrower shall be in compliance (on a pro forma basis) with the covenant contained in Article VII and (ii) the Administrative Agent shall have received documents and opinions consistent with those delivered on the Effective Date as to the organizational power and authority of the Borrower to borrow hereunder after giving effect to such increase. On the effective date of any increase in the Commitments, (i) each relevant Increasing Lender and Augmenting Lender shall make available to the Administrative Agent such amounts in immediately available funds as the Administrative Agent shall determine, for the benefit of the other Lenders, as being required in order to cause, after giving effect to such increase and the use of such amounts to make payments to such other Lenders, each Lender's portion of the outstanding Revolving Loans of all the Lenders to equal its Applicable Percentage of such outstanding Revolving Loans, and (ii) the Borrower shall be deemed to have repaid and reborrowed all outstanding Revolving Loans as of the date of

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any increase in the Commitments (with such reborrowing to consist of the Types of Revolving Loans, with related Interest Periods if applicable, specified in a notice delivered by the Borrower, in accordance with the requirements of Section 2.02). The deemed payments made pursuant to clause (ii) of the immediately preceding sentence shall be accompanied by payment of all accrued interest on the amount prepaid and, in respect of each Term SOFR Loan, shall be subject to indemnification by the Borrower pursuant to the provisions of Section 2.16 if the deemed payment occurs other than on the last day of the related Interest Periods. Nothing contained in this Section 2.22 shall constitute, or otherwise be deemed to be, a commitment on the part of any Lender to increase its Commitment hereunder at any time. In connection with any increase of the Commitments pursuant to this Section 2.22, any Augmenting Lender becoming a party hereto shall (1) execute such documents and agreements as the Administrative Agent may reasonably request and (2) in the case of any Augmenting Lender that is organized under the laws of a jurisdiction outside of the United States of America, provide to the Administrative Agent and each LC Bank, its name, address, tax identification number and/or such other information as shall be necessary for the Administrative Agent and each LC Bank to comply with "know your customer" and anti-money laundering rules and regulations, including without limitation, the Patriot Act.

SECTION 2.23. Benchmark Replacement Setting. (a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Credit Document, upon the occurrence of a Benchmark Transition Event, then (A) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document and (B) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. To the extent the Benchmark Replacement pursuant to this Section 2.23 is Daily Simple SOFR, all interest payments for any Loans bearing interest based on such Benchmark Replacement will be payable on the last Business Day of each March, June, September and December.

(b) <u>Benchmark Replacement Conforming Changes</u>. In connection with the use, administration, adoption or implementation of Adjusted Term SOFR, Term SOFR, or any Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document.

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(c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.23(d). Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.23, 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 or any selection, 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 to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 2.23.

(d) <u>Unavailability of Tenor of Benchmark</u>. Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) <u>Benchmark Unavailability Period</u>. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a Term SOFR Borrowing of, conversion to or continuation of Term SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During any Benchmark Unavailability Period or at any time that any tenor for the then-current Benchmark is not an Available Tenor, the component of Alternate Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Alternate Base Rate.

SECTION 2.24. ESG Amendment. (a) After the Effective Date, the Borrower, in consultation with the Co-Sustainability Structuring Agents, shall be entitled in its sole discretion to establish specified key performance indicators ("**KPIs**") with respect to certain environmental, social and governance ("**ESG**") targets of the Borrower and its Subsidiaries. The Co-Sustainability Structuring Agents and the Borrower may amend this Agreement (such amendment, an "**ESG Amendment**") solely for the purpose of incorporating the KPIs and other related provisions (the "**ESG**")

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Pricing Provisions") into this Agreement, and any such ESG Amendment shall become effective upon the posting of such proposed ESG Amendment to all Lenders and the Borrower and the receipt by the Administrative Agent of executed signature pages and consents to such ESG Amendment from the Borrower, each Co-Sustainability Structuring Agent and Lenders comprising the Required Lenders. Upon the effectiveness of any such ESG Amendment, based on the Borrower's performance against the KPIs, certain adjustments (increase, decrease or no adjustment) (such adjustments, the "ESG Applicable Rate Adjustments") to the otherwise applicable Applicable Rate for Term SOFR Loans, ABR Loans, LC Risk Participation Fees, and Facility Fees will be made; provided, further, that, the amount of such adjustments shall not exceed (i) in the case of the Applicable Rate for the Facility Fees, an increase and/or decrease of 0.01% in the aggregate for all KPIs and (ii) in the case of the Applicable Rate for Term SOFR Loans, ABR Loans, and LC Risk Participation Fees, an increase and/or decrease of 0.04% in the aggregate for all KPIs; provided, that, in no event shall the Applicable Rate for Term SOFR Loans, ABR Loans, LC Risk Participation Fees, or the Facility Fee be less than zero. The KPIs, the Borrower's performance against the KPIs, and any related ESG Applicable Rate Pricing Adjustments resulting therefrom, will be determined based on certain Borrower certificates, reports and other documents, in each case, setting forth the calculation and measurement of the KPIs in a manner that is aligned with the Sustainability Linked Loan Principles and to be mutually agreed between the Borrower and the Co-Sustainability Structuring Agents (each acting reasonably). Following the effectiveness of an ESG Amendment, any modification to the ESG Pricing Provisions shall be subject only to the consent of the Required Lenders so long as such modification does not have the effect of reducing the Applicable Rate for Term SOFR Loans, ABR Loans, LC Risk Partici

- (b) The Co-Sustainability Structuring Agents will assist the Borrower in (i) determining the ESG Pricing Provisions in connection with any proposed ESG Amendment and (ii) preparing informational materials focused on ESG to be used in connection with any proposed ESG Amendment.
 - (c) This Section 2.24 shall supersede any other clause or provision in Section 11.02 to the contrary.

ARTICLE III CONDITIONS

SECTION 3.01. Conditions Precedent to the Effectiveness of this Agreement. This Agreement shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 11.02).

(a) The Administrative Agent (or its counsel) shall have received from each party thereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include facsimile or electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

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- (b) The Lenders, the Administrative Agent, the Arrangers and each other Person entitled to the payment of fees or the reimbursement or payment of expenses, pursuant hereto or to those certain fee letters dated January 24, 2022, executed and delivered with respect to the credit facility provided for herein, shall have received all fees required to be paid by the Effective Date (including, without limitation, all fees owing on the Effective Date under Section 2.12(c) hereof), and all expenses for which invoices have been presented on or before the Effective Date.
- (c) The Administrative Agent shall have received certified copies of the resolutions of the Board of Directors of the Borrower approving this Agreement, and of all documents evidencing other necessary corporate action and governmental and regulatory approvals with respect to this Agreement.
- (d) The Administrative Agent shall have received from the Borrower, to the extent generally available in the relevant jurisdiction, a copy of a certificate or certificates of the Secretary of State (or other appropriate public official) of the jurisdiction of its incorporation, dated reasonably near the Effective Date, (i) listing the charter of the Borrower and each amendment thereto on file in such office and certifying that such amendments are the only amendments to the Borrower's charter on file in such office, and (ii) stating that the Borrower is duly incorporated and in good standing under the laws of the jurisdiction of its place of incorporation.
- (e) (i) The Administrative Agent shall have received a certificate or certificates of the Borrower, signed on behalf of the Borrower by a Secretary, an Assistant Secretary or a Responsible Officer thereof, dated the Effective Date, certifying as to (A) the absence of any amendments to the charter of the Borrower since the date of the certificates referred to in paragraph (d) above, (B) a true and correct copy of the bylaws of the Borrower as in effect on the Effective Date, (C) the absence of any proceeding for the dissolution or liquidation of the Borrower, (D) the truth, in all material respects (provided, that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or modified by "materiality," "Material Adverse Effect" or similar language in the text thereof), of the representations and warranties contained in the Credit Documents to which the Borrower is a party, as the case may be, as though made on and as of the Effective Date, and (E) the absence, as of the Effective Date, of any Default or Event of Default; and (ii) each of such certifications shall be true.
- (f) The Administrative Agent shall have received a certificate of the Secretary or an Assistant Secretary of the Borrower certifying the names and true signatures of the officers of the Borrower authorized to sign, and signing, this Agreement and the other Credit Documents to be delivered hereunder on or before the Effective Date.
- (g) The Administrative Agent shall have received from McGuireWoods LLP, counsel for the Borrower, a favorable opinion, substantially in the form of Exhibit B hereto and as to such other matters as any Lender through the Administrative Agent may reasonably request.
- (h) The Administrative Agent and the Lenders shall have received, at least ten Business Days prior to the Effective Date (or such later date approved by the Administrative Agent) all documentation and other information that is required by the regulatory authorities under the applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Act.

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(i) To the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, the Borrower shall have delivered, at least five days prior to the Effective Date, a Beneficial Ownership Certification in relation to the Borrower, to each Lender who requests the same in writing at least ten days prior to the Effective Date.

SECTION 3.02. Conditions Precedent to Each Extension of Credit. The obligation of each Lender to make any Extension of Credit and of each LC Bank to issue, extend (other than an extension pursuant to an automatic extension provision set forth in the applicable Letter of Credit) or amend any Letter of Credit (including the initial Extension of Credit but excluding any conversion or continuation of any Loan), and any increase in Commitments pursuant to Section 2.22 shall be subject to the satisfaction (or waiver in accordance with Section 11.02) of each of the following conditions:

- (a) The representations and warranties of the Borrower set forth in this Agreement (other than the representation and warranty set forth in Section 4.01(g)) shall be true and correct in all material respects on and as of the date of each Extension of Credit, the date of any such increase in Commitments pursuant to Section 2.22 and each Extension Date, except to the extent that such representations and warranties are specifically limited to a prior date, in which case such representations and warranties shall be true and correct in all material respects on and as of such prior date provided, that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that are already qualified or modified by "materiality," "Material Adverse Effect" or similar language in the text thereof.
- (b) After giving effect to (A) such Extension of Credit, together with all other Extensions of Credit to be made contemporaneously therewith, and (B) the repayment of any Loans or Unreimbursed LC Disbursements that are to be contemporaneously repaid at the time such Loan is made, such Extension of Credit will not result in the sum of the then Total Outstanding Principal exceeding the Aggregate Commitments.
- (c) Such Extension of Credit will comply with all other applicable requirements of Article II, including, without limitation Sections 2.01, 2.02 and 2.04, as applicable.
- (d) At the time of and immediately after giving effect to such Extension of Credit, no Default or Event of Default shall have occurred and be continuing or would result from such Extension of Credit or from the application of the proceeds thereof.
- (e) At the time of and immediately after giving effect to any increase in Commitments pursuant to Section 2.22 no Default or Event of Default shall have occurred and be continuing or would result therefrom.
- (f) In the case of a Revolving Loan, the Administrative Agent shall have timely received a Borrowing Request; and, in the case of a Letter of Credit issuance, extension (other than an extension pursuant to an automatic extension provision set forth in the applicable Letter of Credit) or amendment, a Request for Issuance.

Each Extension of Credit and the acceptance by the Borrower of the benefits thereof shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a), (b), (c) and (d) of this Section.

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ARTICLE IV REPRESENTATIONS AND WARRANTIES

SECTION 4.01. Representations and Warranties of the Borrower. The Borrower represents and warrants as follows:

- (a) The Borrower is a corporation duly organized, validly existing, in good standing, and authorized to transact business under the laws of the State of its incorporation.
- (b) The execution, delivery and performance by the Borrower of the Credit Documents to which it is a party (i) are within the Borrower's corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) do not contravene (A) the Borrower's charter or by-laws, as the case may be, or (B) any law, rule or regulation, or any material Contractual Obligation or legal restriction, binding on or affecting the Borrower or any Material Subsidiary, as the case may be, and (iv) do not require the creation of any Lien on the property of the Borrower or any Material Subsidiary under any Contractual Obligation binding on or affecting the Borrower or any Material Subsidiary.
- (c) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or other Person is required for the due execution, delivery and performance by the Borrower of this Agreement or any other Credit Document to which any of them is a party, except for such as (i) have been obtained or made and that are in full force and effect or (ii) are not presently required under applicable law and have not yet been applied for.
- (d) Each Credit Document to which the Borrower is a party is a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.
- (e) The Referenced Annual Financial Statements, copies of which have been made available or furnished to each Lender, fairly present the financial condition of the Borrower and its Subsidiaries as at the date thereof and the results of the operations of the Borrower and its Subsidiaries for the period ended on such date, all in accordance with GAAP consistently applied.
- (f) The Referenced Quarterly Financial Statements, copies of which have been made available or furnished to each Lender, fairly present (subject to year end audit adjustments) the financial condition of the Borrower and its Subsidiaries as at the date thereof and the results of the operations of the Borrower and its Subsidiaries for the period ended on such date, all in accordance with GAAP consistently applied.

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- (g) Since December 31, 2020, there has been no material adverse change in such condition or operations, or in the business, assets, operations, condition (financial or otherwise) or prospects of the Borrower.
- (h) There is no pending or threatened action, proceeding or investigation affecting the Borrower before any court, governmental agency or other Governmental Authority or arbitrator that (taking into account the exhaustion of appeals) would have a Material Adverse Effect, or that (i) purports to affect the legality, validity or enforceability of this Agreement or any promissory notes executed pursuant hereto, or (ii) seeks to prohibit the ownership or operation, by the Borrower or any of its Material Subsidiaries, of all or a material portion of their respective businesses or assets.
- (i) The Borrower and its Subsidiaries, taken as a whole, do not hold or carry Margin Stock having an aggregate value in excess of 10% of the value of their consolidated assets, and no part of the proceeds of any Loan or Letter of Credit hereunder will be used to buy or carry any Margin Stock.
- (j) No ERISA Event has occurred, or is reasonably expected to occur, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect.
- (k) Schedule SB (Actuarial Information) to the 2020 Annual report (Form 5500 Series) for each Plan, copies of which have been filed with the Internal Revenue Service and made available or furnished to each Lender, is complete and accurate and fairly presents the funding status of such Plan, and since the date of such Schedule SB there has been no adverse change in such funding status which may reasonably be expected to have a Material Adverse Effect.
- (l) Neither the Borrower nor any ERISA Affiliate has incurred or is reasonably expected to incur any Withdrawal Liability to any Multiemployer Plan which may reasonably be expected to have a Material Adverse Effect.
- (m) Neither the Borrower nor any ERISA Affiliate has been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan has been terminated, within the meaning of Title IV of ERISA, and no Multiemployer Plan is reasonably expected to be terminated, within the meaning of Title IV of ERISA, in either such case, that could reasonably be expected to have a Material Adverse Effect.
- (n) The Borrower is not an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.
- (o) The Borrower has filed all federal, state and other material income tax returns required to be filed by it and has paid or caused to be paid all taxes due for the periods covered thereby, including interest and penalties, except for any such taxes, interest or penalties which are being contested in good faith and by proper proceedings and in respect of which the Borrower has set aside adequate reserves for the payment thereof in accordance with GAAP.
- (p) The Borrower and its Subsidiaries are and have been in compliance with all laws (including, without limitation, all Environmental Laws), except to the extent that any failure to be in compliance, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

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- (q) No Subsidiary of the Borrower is party to, or otherwise bound by, any agreement that prohibits such Subsidiary from making any payments, directly or indirectly, to the Borrower, by way of dividends, advances, repayment of loans or advances, reimbursements of management or other intercompany charges, expenses and accruals or other returns on investment, or any other agreement that restricts the ability of such Subsidiary to make any payment, directly or indirectly, to the Borrower, other than prohibitions and restrictions permitted to exist under Section 6.01(e).
- (r) The information, exhibits and reports furnished by the Borrower or any of its Subsidiaries to the Administrative Agent or to any Lender in connection with the negotiation of, or compliance with, the Credit Documents, taken as a whole, do not contain any material misstatement of fact and do not omit to state a material fact or any fact necessary to make the statements contained therein not misleading in light of the circumstances made.
- (s) The Borrower and its Subsidiaries have implemented and maintain in effect policies and procedures reasonably designed to ensure compliance by the Borrower and its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower and its Subsidiaries and their respective officers and employees and, to the knowledge of the Borrower and its Subsidiaries, its respective directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower or its Subsidiaries or, to the knowledge of the Borrower or its Subsidiaries, any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any of its Subsidiaries which agent will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing, use of proceeds hereunder or other Transactions will violate Anti-Corruption Laws or applicable Sanctions.
 - (t) The Borrower is not an Affected Financial Institution.
 - (u) The information included in each Beneficial Ownership Certification is true and correct in all respects.
- (v) None of the Borrower or any of its Subsidiaries is an entity deemed to hold "plan assets" (within the meaning of the Plan Asset Regulations), and neither the execution, delivery nor performance of the transactions hereunder, including the making of any Loan and the issuance of any Letter of Credit hereunder, will give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

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ARTICLE V AFFIRMATIVE COVENANTS

SECTION 5.01. Affirmative Covenants. So long as any Lender shall have any Commitment hereunder or any principal of any Loan, Unreimbursed LC Disbursement, interest or fees payable hereunder shall remain unpaid or any Letter of Credit shall remain outstanding, the Borrower will, unless the Required Lenders shall otherwise consent in writing:

- (a) Compliance with Laws, Etc. (i) Comply, and cause each of its Subsidiaries to comply, in all material respects with all applicable laws, rules, regulations and orders (including, without limitation, any of the foregoing relating to employee health and safety or public utilities and all Environmental Laws), unless the failure to so comply could not reasonably be expected to have a Material Adverse Effect and (ii) maintain in effect and enforce policies and procedures reasonably designed to ensure compliance by the Borrower and its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.
- (b) *Maintenance of Properties, Etc.* Maintain and preserve, and cause each Material Subsidiary to maintain and preserve, all of its material properties which are used in the conduct of its business in good working order and condition, ordinary wear and tear excepted, if the failure to do so could reasonably be expected to have a Material Adverse Effect.
- (c) *Payment of Taxes, Etc.* Pay and discharge, and cause each of its Subsidiaries to pay and discharge, before the same shall become delinquent, (i) except to the extent the failure to do so could not be reasonably be expected to result in a Material Adverse Effect, all taxes, assessments and governmental charges or levies imposed upon it or upon its property, and (ii) all legal claims which, if unpaid, might by law become a lien upon its property; *provided, however*, that neither the Borrower nor any of its Subsidiaries shall be required to pay or discharge any such tax, assessment, charge or claim which is being contested in good faith and by proper proceedings and as to which appropriate reserves are being maintained.
- (d) *Maintenance of Insurance*. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations in such amounts and covering such risks as is usually obtained by companies engaged in similar businesses of comparable size and financial strength and owning similar properties in the same general areas in which the Borrower or such Subsidiary operates, or, to the extent the Borrower or Subsidiary deems it reasonably prudent to do so, through its own program of self-insurance.
- (e) *Preservation of Corporate Existence, Etc.* Preserve and maintain, and cause each Material Subsidiary to preserve and maintain, its corporate existence, rights (charter and statutory) and franchises, except as otherwise permitted under this Agreement; *provided that* no such Person shall be required to preserve any right or franchise with respect to which the Board of Directors of such Person has determined that the preservation thereof is no longer desirable in the conduct of the business of such Person and that the loss thereof is not disadvantageous in any material respect to the Borrower or the Lenders.
- (f) Visitation Rights. At any reasonable time and from time to time, permit the Administrative Agent or any of the Lenders or any agents or representatives thereof, on not less than five Business Days' notice (which notice shall be required only so long as no Default shall be occurred and be continuing), to examine and make copies of and abstracts from the records and books of account of, and visit the properties of, the Borrower or any of its Subsidiaries, and to discuss the affairs, finances and accounts of the Borrower and its Subsidiaries with any of their respective officers and with their independent certified public accountants; subject, however, in all cases to the imposition of such conditions as the Borrower or Subsidiary shall deem necessary based on reasonable considerations of safety and security and provided that so long as no Default or Event of Default shall have occurred and be continuing, each Lender will be limited to one visit each year.

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(g) *Keeping of Books*. (i) Keep, and cause each of its Subsidiaries to keep, proper books of record and account, in which full and correct entries shall be made of all material financial transactions and the assets and business of the Borrower and its Subsidiaries, and (ii) maintain, and cause each of its Subsidiaries to maintain, a system of accounting established and administered in accordance with generally accepted accounting principles consistently applied.

- (h) Reporting Requirements. Deliver to the Administrative Agent for distribution to the Lenders:
- (i) as soon as available and in any event within 60 days after the end of each of the first three quarters of each fiscal year of the Borrower (or, if earlier, concurrently with the filing thereof with the Securities and Exchange Commission or any national securities exchange in accordance with applicable law or regulation), commencing with the fiscal quarter ending March 31, 2022, balance sheets and cash flow statements of the Borrower and its Consolidated Subsidiaries in comparative form as of the end of such quarter and statements of income, statements of common shareholders' equity of the Borrower and its Consolidated Subsidiaries for the period commencing at the end of the previous fiscal year of the Borrower and ending with the end of such quarter, each prepared in accordance with generally accepted accounting principles consistently applied, subject to normal year-end audit adjustments, certified by the chief financial officer of the Borrower.
- (ii) as soon as available and in any event within 90 days after the end of each fiscal year of the Borrower (or, if earlier, concurrently with the filing thereof with the Securities and Exchange Commission or any national securities exchange in accordance with applicable law or regulation), commencing with the fiscal year ended December 31, 2021, a copy of the audit report for such year for the Borrower and its Consolidated Subsidiaries containing balance sheets and cash flow statements of the Borrower and its Consolidated Subsidiaries and statements of income, statements of common shareholders' equity of the Borrower and its Consolidated Subsidiaries for such year prepared in accordance with generally accepted accounting principles consistently applied as reported on by independent certified public accountants of recognized national standing acceptable to the Required Lenders, which audit was conducted by such accounting firm in accordance with generally accepted auditing standards;
- (iii) concurrently with the delivery of financial statements pursuant to clauses (i) and (ii) above or the notice relating thereto contemplated by the final sentence of this Section 5.01(h), a certificate of a senior financial officer of the Borrower (A) to the effect that no Default or Event of Default has occurred and is continuing (or, if any Default or Event of Default has occurred and is continuing, describing the same in reasonable detail and describing the action that the Borrower has taken and proposes to take with respect thereto), and (B) setting forth calculations, in reasonable detail, establishing Borrower's compliance (the first test period for the delivery of such certificate to be for the period ended December 31, 2021), as at the end of such fiscal quarter, with the financial covenant contained in Article VII;

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- (iv) as soon as possible and in any event within five days after the occurrence of each Default or Event of Default continuing on the date of such statement, a statement of the chief financial officer of the Borrower setting forth details of such Event of Default or event and the action which the Borrower has taken and proposes to take with respect thereto;
- (v) promptly after the sending or filing thereof, copies of all reports which the Borrower sends to its stockholders, and copies of all reports and registration statements (other than registration statements filed on Form S-8) that the Borrower or any Subsidiary of the Borrower files with the Securities and Exchange Commission;
- (vi) promptly and in any event within 10 days after the Borrower knows or has reason to know that any material ERISA Event has occurred, a statement of the chief financial officer of the Borrower describing such ERISA Event and the action, if any, which the Borrower or any affected ERISA Affiliate proposes to take with respect thereto;
- (vii) promptly and in any event within two Business Days after receipt thereof by the Borrower (or knowledge being obtained by the Borrower of the receipt thereof by any ERISA Affiliate), copies of each notice from the PBGC stating its intention to terminate any Plan or to have a trustee appointed to administer any Plan;
- (viii) promptly and in any event within five Business Days after receipt thereof by the Borrower (or knowledge being obtained by the Borrower of the receipt thereof by any ERISA Affiliate) from the sponsor of a Multiemployer Plan, a copy of each notice received by the Borrower or any ERISA Affiliate concerning (A) the imposition on the Borrower or any ERISA Affiliate of material Withdrawal Liability by a Multiemployer Plan, (B) the termination, within the meaning of Title IV of ERISA, of any Multiemployer Plan or (C) the amount of liability incurred, or which may be incurred, by the Borrower or any ERISA Affiliate in connection with any event described in clause (A) or (B) above;
- (ix) promptly after the Borrower has knowledge of the commencement thereof, notice of any actions, suits and proceedings before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, affecting the Borrower or any Material Subsidiary of the type described in Section 4.01(h);
 - (x) promptly after the Borrower knows of any change in the rating of the Index Debt by S&P or Moody's, a notice of such changed rating;
- (xi) any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in such certification; and
- (xii) (1) such other information respecting the condition or operations, financial or otherwise, of the Borrower or any of its Subsidiaries as any Lender through the Administrative Agent may from time to time reasonably request and (2) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" requirements under the Act or other applicable anti-money laundering laws.

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Notwithstanding the foregoing, the Borrower's obligations to deliver the documents or information required under any of clauses (i), (ii) and (v) above shall be deemed to be satisfied upon (x) the relevant documents or information being publicly available on the Borrower's website or other publicly available electronic medium (such as EDGAR) within the time period required by such clause, and (y) the delivery by the Borrower of notice to the Administrative Agent for distribution to the Lenders, within the time period required by such clause, that such documents or information are so available.

- (i) *Use of Proceeds*. Use the proceeds of the Loans and the Letters of Credit hereunder for working capital and other general corporate purposes, and not request any Extensions of Credit, nor use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Extension of Credit directly or indirectly (i) for the purpose of funding, financing or facilitating any acquisition for which the Board of Directors of the Person to be acquired (or whose assets are to be acquired) shall have indicated publicly its opposition to the consummation of such acquisition (which opposition has not been publicly withdrawn), (ii) 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, (iii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or (iv) in any manner that would result in the violation of any Sanctions applicable to any party hereto.
 - (j) Ratings. At all times maintain ratings by both Moody's and S&P with respect to the Index Debt.

ARTICLE VI NEGATIVE COVENANTS

SECTION 6.01. Negative Covenants. So long as any Lender shall have any Commitment hereunder or any principal of any Loan, Unreimbursed LC Disbursement, interest or fees payable hereunder shall remain unpaid or any Letter of Credit shall remain outstanding, the Borrower will not, without the written consent of the Required Lenders:

(a) *Limitation on Liens*. Create or suffer to exist, or permit any of its Subsidiaries (other than a Utility Subsidiary) to create or suffer to exist, any lien, security interest, or other charge or encumbrance (collectively, "*Liens*") upon or with respect to any of its properties, whether now owned or hereafter acquired, or collaterally assign for security purposes, or permit any of its Subsidiaries (other than a Utility Subsidiary) to so assign any right to receive income in each case to secure or provide for or guarantee the payment of Debt for Borrowed Money of any Person, without in any such case effectively securing, prior to or concurrently with the creation, issuance, assumption or guaranty of any such Debt for Borrowed Money, the Obligations (together with, if the Borrower shall so determine, any other Debt for Borrowed Money of or guaranteed by the Borrower or any of its Subsidiaries ranking equally with the Loans and Unreimbursed LC Disbursements and then existing or thereafter created) equally and ratably with (or prior to) such Debt for Borrowed Money; provided, however, that the foregoing restrictions shall not apply to or prevent the creation or existence of:

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- (i) (A) Liens on any property acquired, constructed or improved by the Borrower or any of its Subsidiaries (other than a Utility Subsidiary) after the date of this Agreement that are created or assumed prior to, contemporaneously with, or within 180 days after, such acquisition or completion of such construction or improvement, to secure or provide for the payment of all or any part of the purchase price of such property or the cost of such construction or improvement; or (B) in addition to Liens contemplated by clauses (ii) and (iii) below, Liens on any property existing at the time of acquisition thereof, provided that the Liens shall not apply to any property theretofore owned by the Borrower or any such Subsidiary other than, in the case of any such construction or improvement, (1) unimproved real property on which the property so constructed or the improvement is located, (2) other property (or improvements thereon) that is an improvement to or is acquired or constructed for specific use with such acquired or constructed property (or improvement thereof), and (3) any rights and interests (A) under any agreements or other documents relating to, or (B) appurtenant to, the property being so constructed or improved or such other property;
- (ii) existing Liens on any property or indebtedness of a corporation that is merged with or into or consolidated with the Borrower or any of its Subsidiaries; *provided* that such Lien was not created in contemplation of such merger or consolidation;
- (iii) Liens on any property or indebtedness of a corporation existing at the time such corporation becomes a Subsidiary of the Borrower; provided that such Lien was not created in contemplation of such occurrence;
 - (iv) Liens to secure Debt for Borrowed Money of a Subsidiary of the Borrower to the Borrower or to another Subsidiary of the Borrower;
- (v) Liens in favor of the United States of America, any State, any foreign country or any department, agency or instrumentality or political subdivision of any such jurisdiction, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any Debt for Borrowed Money incurred for the purpose of financing all or any part of the purchase price of the cost of constructing or improving the property subject to such Liens, including, without limitation, Liens to secure Debt for Borrowed Money of the pollution control or industrial revenue bond type;
- (vi) Liens on any property (including any natural gas, oil or other mineral property) to secure all or part of the cost of exploration, drilling or development thereof or to secure Debt for Borrowed Money incurred to provide funds for any such purpose;
 - (vii) Liens existing on the date of this Agreement;

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(viii) Liens for the sole purposes of extending, renewing or replacing in whole or in part Debt for Borrowed Money secured by any Lien referred to in the foregoing clauses (i) through (vii), inclusive, or this clause (viii); *provided, however*, that the principal amount of Debt for Borrowed Money secured thereby shall not exceed the principal amount of Debt for Borrowed Money so secured at the time of such extension, renewal or replacement (which, for purposes of this limitation as it applies to a synthetic lease, shall be deemed to be (x) the lessor's original cost of the property subject to such lease at the time of extension, renewal or replacement, *less* (y) the aggregate amount of all prior payments under such lease allocated pursuant to the terms of such lease to reduce the principal amount of the lessor's investment, and borrowings by the lessor, made to fund the original cost of the property), and that such extension, renewal or replacement shall be limited to all or a part of the property or indebtedness which secured the Lien so extended, renewed or replaced (plus improvements on such property);

- (ix) Liens on any property or assets of a Project Financing Subsidiary, or on any Capital Stock in a Project Financing Subsidiary, in either such case, that secure only a Project Financing or a Contingent Guaranty that supports a Project Financing; or
- (x) Any Lien, other than a Lien described in any of the foregoing clauses (i) through (ix), inclusive, to the extent that it secures Debt for Borrowed Money, or guaranties thereof, the outstanding principal balance of which at the time of creation of such Lien, when added to the aggregate principal balance of all Debt for Borrowed Money secured by Liens incurred under this clause (x) then outstanding, does not exceed \$200,000,000.

If at any time the Borrower or any of its Subsidiaries shall create, issue, assume or guaranty any Debt for Borrowed Money secured by any Lien and the first paragraph of this Section 6.01(a) requires that the Loans be secured equally and ratably with such Debt for Borrowed Money, the Borrower shall promptly deliver to the Administrative Agent and each Lender:

- (1) a certificate of a duly authorized officer of the Borrower stating that the covenant contained in the first paragraph of this Section 6.01(a) has been complied with; and
- (2) an opinion of counsel acceptable to the Required Lenders to the effect that such covenant has been complied with and that all documents executed by the Borrower or any of its Subsidiaries in the performance of such covenant comply with the requirements of such covenant.
- (b) *Mergers, Etc.* Merge or consolidate with or into, or consummate a Division as the Dividing Person, or reorganize in a jurisdiction outside the United States, or, except in a transaction permitted under paragraph (c) of this Section, 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 any Person, or permit any of its Subsidiaries to do so, except that:
 - (i) any Subsidiary of the Borrower may merge or consolidate with or transfer assets to or acquire assets from any other Subsidiary of the Borrower, *provided* that in the case of any such merger, consolidation, or transfer of assets to which NIPSCO is a party, the continuing or surviving Person shall be a Wholly-Owned Subsidiary of the Borrower; and

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- (ii) any Subsidiary of the Borrower may merge into the Borrower or transfer assets to the Borrower;
- (iii) the Borrower or any Subsidiary of the Borrower may merge, or consolidate with or transfer all or substantially all of its assets to any other Person; provided that in each case under this clause (iii), immediately after giving effect thereto, (A) no Event of Default shall have occurred and be continuing (determined, for purposes of compliance with Article VII after giving effect to such transaction, on a pro forma basis as if such transaction had occurred on the last day of the Borrower's fiscal quarter then most recently ended); (B) in the case of any such merger, consolidation or transfer of assets to which the Borrower is a party, the Borrower shall be the continuing or surviving corporation; (C) in the case of any such merger, consolidation, or transfer of assets to which NIPSCO is a party, NIPSCO shall be the continuing or surviving corporation and shall be a Wholly-Owned Subsidiary of the Borrower; and (D) the Index Debt shall be rated at least BBB- by S&P and at least Baa3 by Moody's.
- (c) *Sales, Etc. of Assets*. Sell, lease, transfer or otherwise Dispose of, or permit any of their respective Subsidiaries to sell, lease, transfer or otherwise Dispose of (other than in connection with a transaction authorized by paragraph (b) of this Section) any substantial part of its assets; *provided* that the foregoing shall not prohibit (i) the realization on a Lien permitted to exist under Section 6.01(a); or (ii) any such sale, conveyance, lease, transfer or other Disposition that (A) (1) is for a price not materially less than the fair market value of such assets, (2) would not materially impair the ability of the Borrower to perform its obligations under this Agreement and (3) together with all other such sales, conveyances, leases, transfers and other Dispositions, would have no Material Adverse Effect, or (B) would not result in the sale, lease, transfer or other Disposition, in the aggregate, of more than 15% of the consolidated total assets of the Borrower and its Subsidiaries, determined in accordance with GAAP, on December 31, 2020.
- (d) *Compliance with ERISA*. (i) Terminate, or permit any ERISA Affiliate to terminate, any Plan so as to result in a Material Adverse Effect or (ii) permit to exist any occurrence of any Reportable Event (as defined in Title IV of ERISA), or any other event or condition, that presents a material (in the reasonable opinion of the Required Lenders) risk of such a termination by the PBGC of any Plan, if such termination could reasonably be expected to have a Material Adverse Effect.
- (e) *Certain Restrictions*. Permit any of its Subsidiaries to enter into or permit to exist any agreement that by its terms prohibits such Subsidiary from making any payments, directly or indirectly, to the Borrower by way of dividends, advances, repayment of loans or advances, reimbursements of management or other intercompany charges, expenses and accruals or other returns on investment, or any other agreement that restricts the ability of such Subsidiary to make any payment, directly or indirectly, to the Borrower; *provided* that the foregoing shall not apply to prohibitions and restrictions (i) imposed by applicable law, (ii) (A) imposed under an agreement in existence on the date of this Agreement, and (B) described on Schedule 6.01(e), (iii) existing with respect to a Subsidiary on the date it becomes a Subsidiary that are not created in contemplation thereof (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such prohibition or restriction), (iv) contained in agreements relating to the sale of a Subsidiary pending such sale, *provided* that such prohibitions or restrictions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (v) imposed on a Project Financing Subsidiary in connection with a Project Financing, or (vi) that could not reasonably be expected to have a Material Adverse Effect.

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ARTICLE VII FINANCIAL COVENANT

So long as any Lender shall have any Commitment hereunder or any principal of any Loan, Unreimbursed LC Disbursement, interest or fees payable hereunder shall remain unpaid or any Letter of Credit shall remain outstanding, the Borrower shall maintain a Debt to Capitalization Ratio of not more than 0.70 to 1.00.

ARTICLE VIII

EVENTS OF DEFAULT

SECTION 8.01. Events of Default. If any of the following events ("Events of Default") shall occur and be continuing:

- (a) The Borrower shall fail to pay any principal of any Loan or Unreimbursed LC Disbursement when the same becomes due and payable or shall fail to pay any interest, fees or other amounts hereunder within three Business Days after when the same becomes due and payable; or
- (b) Any representation or warranty made by the Borrower in any Credit Document or by the Borrower (or any of its officers) in connection with this Agreement shall prove to have been incorrect in any material respect (or any such representation or warranty that was otherwise qualified by materiality shall prove to have been false or misleading in any respect) when made; or
- (c) The Borrower shall fail to perform or observe any term, covenant or agreement contained in Section 5.01(e), 5.01(f), 5.01(h)(other than clause (y) of the last paragraph thereof), 5.01(i), 6.01 or Article VII; or
- (d) The Borrower shall fail to perform or observe any term, covenant or agreement contained in any Credit Document on its part to be performed or observed (other than one identified in paragraph (a), (b) or (c) above) if the failure to perform or observe such other term, covenant or agreement shall remain unremedied for thirty days after written notice thereof shall have been given to the Borrower by the Administrative Agent or any Lender; or
- (e) The Borrower or any of its Subsidiaries shall fail to pay any principal of or premium or interest on any Indebtedness (excluding Non-Recourse Debt) which is outstanding in a principal amount of at least \$75,000,000 in the aggregate (but excluding the Loans) of the Borrower or such Subsidiary, as the case may be, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness; or any other event shall occur or condition shall exist under any agreement or instrument relating to any such Indebtedness and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the scheduled maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof; or

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(f) The Borrower 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 the Borrower 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 the Borrower (but not instituted by the Borrower), either such proceeding shall remain undismissed or unstayed for a period of 60 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, the Borrower or for any substantial part of its property) shall occur; or the Borrower shall take any corporate action to authorize any of the actions set forth above in this paragraph (f); or

(g) One or more Subsidiaries of the Borrower in which the aggregate sum of (i) the amounts invested by the Borrower and its other Subsidiaries in the aggregate, by way of purchases of Capital Stock, Capital Leases, loans or otherwise, and (ii) the amount of recourse, whether contractual or as a matter of law (but excluding Non-Recourse Debt), available to creditors of such Subsidiary or Subsidiaries against the Borrower or any of its other Subsidiaries, is \$125,000,000 or more (collectively, "Substantial Subsidiaries") shall generally not pay their respective debts as such debts become due, or shall admit in writing their respective inability to pay their debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against Substantial Subsidiaries seeking to adjudicate them bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of them or their respective 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 them or for any substantial part of their respective property and, in the case of any such proceeding instituted against Substantial Subsidiaries (but not instituted by the Borrower or any Subsidiary of the Borrower), either such proceeding shall remain undismissed or unstayed for a period of 60 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, the Substantial Subsidiaries or for any substantial part of their respective property) shall occur; or Substantial Subsidiaries shall take any corporate action to authorize any of the actions set forth above in this paragraph (g); or

(h) Any judgment or order for the payment of money in excess of \$75,000,000 shall be rendered against the Borrower or any of its Subsidiaries and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be any period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

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- (i) Any ERISA Event shall have occurred with respect to a Plan and, 30 days after notice thereof shall have been given to the Borrower by the Administrative Agent, (i) such ERISA Event shall still exist and (ii) the sum (determined as of the date of occurrence of such ERISA Event) of the Insufficiency of such Plan and the Insufficiency of any and all other Plans with respect to which an ERISA Event shall have occurred and then exist (or, in the case of a Plan with respect to which an ERISA Event described in clauses (c) through (e) of the definition of ERISA Event shall have occurred and then exist, the liability related thereto) is equal to or greater than \$15,000,000 (when aggregated with paragraphs (j), (k) and (l) of this Section 8.01), and a Material Adverse Effect could reasonably be expected to occur as a result thereof; or
- (j) The Borrower or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that it has incurred Withdrawal Liability to such Multiemployer Plan in an amount which, when aggregated with all other amounts required to be paid to Multiemployer Plans by the Borrower and its ERISA Affiliates as Withdrawal Liability (determined as of the date of such notification), exceeds \$15,000,000 or requires payments exceeding \$15,000,000 per annum (in either case, when aggregated with paragraphs (i), (k) and (l) of this Section 8.01), and a Material Adverse Effect could reasonably be expected to occur as a result thereof; or
- (k) The Borrower or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is being terminated, within the meaning of Title IV of ERISA, if as a result of such termination the aggregate annual contributions of the Borrower and its ERISA Affiliates to all Multiemployer Plans which are being terminated have been or will be increased over the amounts contributed to such Multiemployer Plans for the respective plan year of each such Multiemployer Plan immediately preceding the plan year in which the termination occurs by an amount exceeding \$15,000,000 (when aggregated with paragraphs (i), (j) and (l) of this Section 8.01), and a Material Adverse Effect could reasonably be expected to occur as a result thereof; or
- (1) The Borrower or any ERISA Affiliate shall have committed a failure described in Section 303(k)(1) of ERISA and the amount determined under Section 303(k)(3) of ERISA is equal to or greater than \$15,000,000 (when aggregated with paragraphs (i), (j) and (k) of this Section 8.01), and a Material Adverse Effect could reasonably be expected to occur as a result thereof; or
- (m) Any provision of the Credit Documents shall be held by a court of competent jurisdiction to be invalid or unenforceable against the Borrower, or the Borrower shall so assert in writing; or
 - (n) Any Change of Control shall occur;

then, and in any such event, the Administrative Agent (i) shall at the request, or may with the consent, of the Required Lenders, by notice to the Borrower, declare the Commitment of each Lender and the obligation of each LC Bank to issue or maintain Letters of Credit hereunder to be terminated, whereupon the same shall forthwith terminate, and (ii) shall at the request or with the consent of the Required Lenders, by notice to the Borrower, declare all amounts payable under this Agreement to be forthwith due and payable, whereupon all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; *provided* that in the event of an actual or deemed entry of an order for relief with respect to the Borrower under the Federal Bankruptcy Code, (1) the Commitment of each Lender and the obligation of each LC Bank to issue or maintain Letters of Credit hereunder shall automatically be terminated and (2) all such amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

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Notwithstanding anything to the contrary contained herein, no notice given or declaration made by the Administrative Agent pursuant to this Section 8.01 shall affect (i) the obligation of any LC Bank to make any payment under any outstanding Letter of Credit issued by such LC Bank in accordance with the terms of such Letter of Credit or (ii) the obligations of each Lender in respect of each such Letter of Credit; provided, however, that upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall at the request, or may with the consent, of the Required Lenders, upon notice to the Borrower, require the Borrower to deposit with the Administrative Agent an amount in the cash account (the "Cash Account") described below equal to the then current LC Outstandings. Such Cash Account shall at all times be free and clear of all rights or claims of third parties. The Cash Account shall be maintained with the Administrative Agent in the name of, and under the sole dominion and control of, the Administrative Agent, and amounts deposited in the Cash Account shall bear interest at a rate equal to the rate generally offered by Barclays for deposits equal to the amount deposited by the Borrower in the Cash Account pursuant to this Section 8.01, for a term to be agreed to between the Borrower and the Administrative Agent. If any drawings under any Letter of Credit then outstanding or thereafter made are not reimbursed in full immediately upon demand or, in the case of subsequent drawings, upon being made, then, in any such event, the Administrative Agent may apply the amounts then on deposit in the Cash Account, in such priority as the Administrative Agent shall elect, toward the payment in full of any or all of the Borrower's obligations hereunder as and when such obligations shall become due and payable. Upon payment in full, after the termination of the Letters of Credit, of all such obligations, the Administrative Agent will repay to the Borrower any cash then on deposit in the Cash

ARTICLE IX THE ADMINISTRATIVE AGENT

SECTION 9.01. The Administrative Agent.

- (a) Each of the Lenders and each LC Bank hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto.
- (b) The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any of the Borrower's Subsidiaries or other Affiliates thereof as if it were not the Administrative Agent hereunder.

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- (c) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, (i) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (ii) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise in writing by the Required Lenders, and (iii) except as expressly set forth herein, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its other Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or, if applicable, all of the Lenders) or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (1) any statement, warranty or representation made in or in connection with this Agreement, (2) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (3) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein, (4) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (5) the satisfaction of any condition set forth in Article III or elsewhere herein, other than
- (d) The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower) independent accountants and other experts selected by it and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.
- (e) The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

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(f) Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders and the Borrower. Upon any such resignation, the Required Lenders shall have the right, with the consent of the Borrower (which consent shall not unreasonably be withheld), to appoint a successor, *provided* that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank, in any event having total assets in excess of \$500,000,000 and who shall serve until such time, if any, as an Agent shall have been appointed as provided above. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 11.03 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent.

- (g) Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder.
- (h) No Lender identified on the signature pages of this Agreement as a "Lead Arranger", "Co-Documentation Agent", "Co-Syndication Agent" or "Co-Sustainability Structuring Agent", or that is given any other title hereunder other than "LC Bank" or "Administrative Agent", shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than as expressly set forth herein or those applicable to all Lenders as such. Without limiting the generality of the foregoing, no Lender so identified as a "Lead Arranger", "Co-Documentation Agent", "Co-Syndication Agent" or "Co-Sustainability Structuring Agent" or that is given any other title hereunder, shall have, or be deemed to have, any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on the Lenders so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.
- (i) Notwithstanding anything to the contrary herein or in any other Credit Document, the authority to enforce rights and remedies hereunder and in the other Credit Documents against the Borrower shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.01 for the benefit of all the Lenders and LC Banks; provided, however, that the foregoing shall not prohibit (i) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Credit Documents, (ii) the LC Banks from exercising the rights and remedies that inure to its benefit (solely in its capacity as LC Bank) hereunder and under the other Credit Documents, (iii) any Lender from exercising setoff rights in accordance with Section 11.08 (subject to the terms of Section 2.18(c)) or (iv) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a Bankruptcy Event relative to the Borrower; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Credit Documents, then (A) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.01 and (B) in addition to the matters set forth in clauses (ii), (iii) and (iv) of the preceding proviso and subject to Section 2.18(c), any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

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(j) Each Lender acknowledges and agrees that the Extensions of Credit made hereunder are commercial loans and letters of credit and not investments in a business enterprise or securities. Each Lender further represents that it is engaged in making, acquiring or holding commercial loans in the ordinary course of its business and has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder. Each Lender shall, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrower and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder and in deciding whether or to the extent to which it will continue as a Lender or assign or otherwise transfer its rights, interests and obligations hereunder.

SECTION 9.02. Erroneous Payments.

- (a) Each Lender and each LC Bank (and each Participant of any of the foregoing, by its acceptance of a participation) hereby acknowledges and agrees that if the Administrative Agent notifies such Lender or LC Bank that the Administrative Agent has determined in its sole discretion that any funds (or any portion thereof) received by such Lender or LC Bank (any of the foregoing, a "Payment Recipient") from the Administrative Agent (or any of its Affiliates) were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") and demands in writing the return of such Payment, such Payment Recipient shall promptly, but in no event later than two (2) Business Days thereafter, return to the Administrative Agent the amount of any such Payment as to which such a demand was made. A notice of the Administrative Agent to any Payment Recipient under this Section shall be conclusive, absent manifest error.
- (b) Without limitation of clause (a) above, each Payment Recipient further acknowledges and agrees that if such Payment Recipient receives a Payment from the Administrative Agent (or any of its Affiliates) (x) that is in an amount, or on a date different from the amount and/or date specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice"), (y) that was not preceded or accompanied by a Payment Notice, or (z) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), in each case, it understands and agrees at the time of receipt of such Payment that an error has been made (and that it is deemed to have knowledge of such error) with respect to such Payment. Each Payment Recipient agrees that, in each such case, it shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made.

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- (c) Any Payment required to be returned by a Payment Recipient under this Section shall be made in same day funds in the currency so received, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. Each Payment Recipient hereby agrees that it shall not assert and, to the fullest extent permitted by applicable law, hereby waives, any right to retain such Payment, and any claim, counterclaim, defense or right of set-off or recoupment or similar right to any demand by the Administrative Agent for the return of any Payment received, including without limitation any defense based on "discharge for value" or any similar doctrine.
- (d) The parties hereto agree that (x) in the event an erroneous Payment (or portion thereof) is not recovered from any Lender that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower provided that this Section 9.02 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrower relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such erroneous Payment not been made by the Administrative Agent; provided, further, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such erroneous Payment is, and solely with respect to the amount of such erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of making a Payment.
- (e) Each party's obligations, agreements and waivers under this Section 9.02 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or LC Bank, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Credit Document.

ARTICLE X CERTAIN ERISA MATTERS

SECTION 10.01. Certain ERISA Matters.

- (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:
 - (i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

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- (ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,
- (iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or
- (iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.
- (b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Document or any documents related hereto or thereto).

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ARTICLE XI MISCELLANEOUS

SECTION 11.01. Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email or telecopy, as follows:

(a) if to the Borrower, to it at:

290 West Nationwide Boulevard

Columbus, Ohio 43215

Attention: Vice President, Investor Relations and Treasurer

Email: treasuryops@nisource.com

with a copy to the Borrower at:

290 West Nationwide Boulevard

Columbus, Ohio 43215 Attention: Assistant Treasurer Email: <u>treasuryops@nisource.com</u>

801 East 86th Avenue Merrillville, Indiana 46410

Attention: Vice President and Deputy General Counsel, Corporate and Commercial;

(b) if to the Administrative Agent, to Barclays Bank PLC at:

Loan Operations 400 Jefferson Park

Whippany, New Jersey 07981

Attn: Moustapha Kebe – Agency Services Email: 12145455230@tls.ldsprod.com

and

Email: Moustapha.Kebe@barclays.com

Telephone: Moustapha Kebe at (201) 499-2399 or Dawnmarie Harper at (201) 499-8427

and for all compliance/financial and Lender queries:

745 Seventh Avenue, 8th Floor New York, New York 10019

Attn: Robert Walsh Telephone: (212) 526-6047

Email: Robert.xa.walsh@barclays.com

Email: ltmny@barclays.com

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(c) if to Barclays as an Initial LC Bank, at:

745 Seventh Avenue, 8th Floor New York, New York 10019 Attn: Letters of Credit / Nnamdi Otudoh

Telephone: (212) 526-8527

Email: xrabdmlcsupport@barclays.com Email: Nnamdi.otudoh@barclays.com

(d) if to any Lender or any LC Bank (other than Barclays), to it at its address (or telecopy number or email) set forth in its Administrative Ouestionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through Electronic Systems, to the extent provided in paragraph (f) below, shall be effective as provided in said paragraph (f).

- (e) Notices and other communications to the Lenders hereunder may be delivered or furnished by using Electronic Systems pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.
- (f) Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website, including an Electronic System, shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.
- (g) Any party hereto may change its address, telecopy number or email for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

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(h) Electronic Systems.

- (i) The Borrower and each Lender agrees that the Administrative Agent may, but shall not be obligated to, make Communications (as defined below) available to the Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak, ClearPar or a substantially similar Electronic System.
- (ii) Any Electronic System used by the Administrative Agent is provided "as is" and "as available." The Agent Parties (as defined below) and the Borrower do not warrant the adequacy of such Electronic Systems and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party or the Borrower in connection with the Communications or any Electronic System. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") or the Creditor Parties have any liability to the Borrower, any Lender, Administrative Agent or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Communications through an Electronic System, except to the extent that such damages, losses or expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party. "Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Borrower pursuant to any Credit Document or the transactions contemplated therein which is distributed by the Administrative Agent or any Lender by means of electronic communications pursuant to this Section, including through an Electronic System.

SECTION 11.02. Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, any LC Bank or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the LC Banks and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, no Extension of Credit shall be construed as a waiver of any Default, regardless of whether the Administrative Agent, any LC Bank or any Lender may have had notice or knowledge of such Default at the time.

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(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or any Unreimbursed LC Disbursement or reduce the rate of interest thereon, or reduce any fees or other amounts payable hereunder, without the written consent of each Lender affected thereby, (iii) postpone the scheduled date of payment of the principal amount of any Loan, any Unreimbursed LC Disbursement or any interest thereon, or any fees or other amounts payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender affected thereby, (iv) change Section 2.18(b) or (c) in a manner that would alter the *pro rata* sharing of payments required thereby, without the written consent of each Lender, (v) [reserved], (vi) waive any of the conditions precedent to the effectiveness of this Agreement set forth in Section 3.01 without the written consent of each Lender, (vii) issue any Letter of Credit with an expiry date, or extend the expiry date of any Letter of Credit to a date, that is later than five days prior to the Termination Date then in effect (or, if such day is not a Business Day, the next preceding Business Day) without the written consent of each Lender, or (viii) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender; provided, further, that (x) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any LC Bank hereunder without the prior written consent of the Administrative Agent or such LC Bank, as the case may be and (y) in order to implement any ESG Amendment, this Agreement and the other Credit Documents may be amended in accordance with Section 2.24 with only the consent of the Borrower, the Co-Sustainability Structuring Agents and the Required Lenders.

SECTION 11.03. Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent, in connection with the initial syndication of the credit facilities provided for herein, the preparation and administration of this Agreement or any amendments, modifications or waivers of the provisions hereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the LC Banks, including the reasonable fees, charges and disbursements of counsel for each LC Bank, in connection with the execution, delivery, administration, modification and amendment of any Letters of Credit to be issued by it hereunder, and (iii) all reasonable out-of-pocket expenses incurred by the Administrative Agent, any LC Bank or any Lender, including the reasonable fees, charges and disbursements of any counsel for the Administrative Agent, any LC Bank or any Lender, in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made and Letters of Credit issued hereunder, including in connection with any workout, restructuring or negotiations in respect thereof.

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- (b) The Borrower shall indemnify the Administrative Agent, each Co-Syndication Agent, each Co-Documentation Agent, each Co-Sustainability Structuring Agent, each Arranger, each LC Bank and each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, penalties, damages, liabilities and related reasonable expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transaction contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property now, in the past or hereafter owned or operated by the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any of its Subsidiaries, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. This Section 11.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.
- (c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent or any LC Bank under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent or such LC Bank such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or such LC Bank in its capacity as such.
- (d) To the extent permitted by applicable law, (i) the Borrower shall not assert, and does hereby waive, any claim against any Co-Syndication Agent, any Co-Documentation Agent, any Co-Sustainability Structuring Agent, any LC Bank and any Lender and each Related Party of any of the foregoing Persons for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), and (ii) without limiting the rights of indemnification of any Indemnitee set forth in this Agreement with respect to liabilities asserted by third parties, each party hereto shall not assert, and hereby waives, any claim against each other party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions or any Loan or the use of the proceeds thereof.
 - (e) All amounts due under this Section shall be payable not later than 20 days after written demand therefor.

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SECTION 11.04. Successors and Assigns.

- (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby; provided that, (i) except to the extent permitted pursuant to Section 6.01(b)(ii), the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender and each LC Bank (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.
- (b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:
 - (A) the Borrower (provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof); provided, further, that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee;
 - (B) the Administrative Agent; and
 - (C) each LC Bank.
 - (ii) Assignments shall be subject to the following additional conditions:
 - (A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;
 - (B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of such Lender's Loans;
 - (C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500, such fee to be paid by either the assigning Lender or the assignee Lender or shared between such Lenders;

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(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its affiliates and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws;

- (E) without the prior written consent of the Administrative Agent, no assignment shall be made to a prospective assignee that bears a relationship to the Borrower described in Section 108(e)(4) of the Code; and
 - (F) no assignment shall be made to any Affiliate of the Borrower.

For the purposes of this Section 11.04(b), the terms "Approved Fund" and "Ineligible Institution" have the following meanings:

"Approved Fund" means any Person (other than a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person)) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Ineligible Institution" means (a) a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), (b) a Defaulting Lender, (c) the Borrower, any of its Subsidiaries or any of its Affiliates, or (d) a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof.

Subject to acceptance and recording thereof pursuant to paragraph (d) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 11.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (e) of this Section.

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(c) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in The City of New York a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and other Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "*Register*"). The entries in the Register shall be conclusive (absent manifest error), and the Borrower, the Administrative Agent, the LC Banks and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

(d) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(e) Any Lender may, without the consent of or notice to the Borrower, any LC Bank or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant"), other than an Ineligible Institution, in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 11.02(b) that affects such Participant. Subject to paragraph (f) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein (it being understood that the documentation required under Section 2.17(e) and (f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant agrees to be subject to the provisions of Section 2.19 as through it were an assignee under paragraph (b) of this Section. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in the obligations under this Agreement) except to the extent that such disclosure is necessary to establish that such interest is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

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(f) A Participant shall not be entitled to receive any greater payment under Section 2.15 or 2.17 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

(g) Any Lender 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 Lender, including, without limitation, to a Federal Reserve Bank or any central bank, and this Section shall not apply to any such pledge or assignment of a security interest; *provided* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such assignee for such Lender as a party hereto.

SECTION 11.05. Survival. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit. The provisions of Sections 2.15, 2.16, 2.17, 10.01(c)(iii) and 11.03 and Article IX shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

SECTION 11.06. Counterparts; Integration; Effectiveness; Electronic Execution. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the commitment letter relating to the credit facility provided hereby (to the extent provided therein) and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 3.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of an original executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and

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SECTION 11.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 11.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each LC Bank or any Affiliate thereof is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, such LC Bank or such Affiliate to or for the credit or the account of the Borrower against any of and all the Obligations now or hereafter existing under this Agreement or any other Credit Document held by such Lender or such LC Bank, irrespective of whether or not such Lender or such LC Bank shall have made any demand under this Agreement or any other Credit Document and although such obligations of the Borrower may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender or such LC Bank different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.20 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the LC Banks, and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, each LC Bank and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, such LC Bank or their respective Affiliates may have. Each Lender and LC Bank agrees to notify th

SECTION 11.09. Governing Law; Jurisdiction; Consent to Service of Process.

- (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.
- (b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan and of the United States District Court of the Southern District of New York sitting in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees

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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. Nothing in this Agreement shall affect any right that the Administrative Agent, any LC Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction.

- (c) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 11.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 11.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 11.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 11.12. Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or

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(ii) actual or prospective counterparty (or its advisors) to any swap or derivative transaction or any credit insurance provider, in each case, relating to the Borrower and its obligations, (g) with the consent of the Borrower, (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any LC Bank or any Lender on a nonconfidential basis from a source other than the Borrower or any Subsidiary of the Borrower or (i) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder. For the purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary of the Borrower relating to the Borrower or any Subsidiary of the Borrower or its respective businesses, other than any such information that is available to the Administrative Agent, any LC Bank or any Lender on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary of the Borrower; provided that, in the case of information received from the Borrower or any Subsidiary of the Borrower after the Effective Date, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent, the Co-Documentation Agents, the Co-Syndication Agents, the Co-Sustainability Structuring Agents, the Arrangers and the Lenders in connection with the administration of this Agreement, the other Credit Documents, and the Commitments.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN THE IMMEDIATELY PRECEDING PARAGRAPH FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWER AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

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SECTION 11.13. USA PATRIOT Act. Each Lender hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act.

SECTION 11.14. Acknowledgments. The Borrower hereby acknowledges that:

- (a) it has been advised by and consulted with its own legal, accounting, regulatory and tax advisors (to the extent it deemed appropriate) in the negotiation, execution and delivery of this Agreement and the other Credit Documents;
- (b) neither any Arranger, any Agent nor any Lender has any fiduciary relationship with or duty to the Borrower arising out of or in connection with this Agreement or any of the other Credit Documents, and the relationship between any Arranger, the Administrative Agent and the Lenders, on one hand, and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor, and, to the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent, the Arrangers and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby;
- (c) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Credit Documents;
- (d) no joint venture is created hereby or by the other Credit Documents or otherwise exists by virtue of the transactions contemplated hereby among the Arrangers, the Administrative Agent and the Lenders or between the Borrower and the Lenders; and
 - (e) each Lender and its Affiliates may have economic interests that conflict with those of the Borrower.
- SECTION 11.15. Acknowledgment and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:
- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and
 - (b) the effects of any Bail-In Action on any such liability, including, if applicable:
 - (i) a reduction in full or in part or cancellation of any such liability;

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(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

SECTION 11.16. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively, "charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all charges payable in respect thereof, shall be limited to the Maximum Rate. To the extent lawful, the interest and charges that would have been paid in respect of such Loan but were not paid as a result of the operation of this Section shall be cumulated and the interest and charges payable to such Lender in respect of other Loans or periods shall be increased (but not above amount collectable at the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate for each day to the date of repayment, shall have been received by such Lender. Any amount collected by such Lender that exceeds the maximum amount collectible at the Maximum Rate shall be applied to the reduction of the principal balance of such Loan or refunded to the Borrower so that at no time shall the interest and charges paid or payable in respect of such Loan exceed the maximum amount collectible at the Maximum Rate.

SECTION 11.17. Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent, any LC Bank or any Lender, or the Administrative Agent, any LC Bank or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such LC Bank or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each LC Bank severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NISOURCE INC., as Borrower

By: /s/ Randy G. Hulen

Name: Randy G. Hulen

Title: Vice President, Investor Relations and Treasurer

Federal Tax Identification Number: 35-2108964

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BARCLAYS BANK PLC, as a Lender, as an LC Bank and as Administrative Agent

By: /s/ Craig Malloy
Name: Craig Malloy Title: Director

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JPMORGAN CHASE BANK, N.A., as a Lender and as an LC Bank

By: /s/ Nancy R. Barwig

Name: Nancy R. Barwig
Title: Executive Director

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MUFG BANK, LTD., as a Lender and as an LC Bank

By: /s/ Nietzsche Rodricks

Name: Nietzsche Rodricks Title: Managing Director

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CREDIT SUISSE AG, NEW YORK BRANCH, as a Lender and as an LC Bank

By: /s/ Doreen Barr

Name: Doreen Barr

Title: Authorized Signatory

By: /s/ Michael Dieffenbacher

Name: Michael Dieffenbacher Title: Authorized Signatory

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WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender and as an LC Bank

By: /s/ Gregory R. Gredvig

Name: Gregory R. Gredvig

Title: Director

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BANK OF AMERICA, N.A., as a Lender and as an LC Bank

By: /s/ Joe Creel

Name: Joe Creel
Title: Vice President

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COBANK, ACB, as a Lender

By: /s/ Matt Leatherman

Name: Matt Leatherman Title: Managing Director

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BNP PARIBAS, as a Lender

By: /s/ Denis O'Meara

Name: Denis O'Meara Title: Managing Director

By: /s/ Victor Padilla

Name: Victor Padilla
Title: Vice President

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GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Andrew Vernon

Name: Andrew Vernon Title: Authorized Signatory

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THE HUNTINGTON NATIONAL BANK, as a Lender

By: /s/ Nolan Woodbury

Name: Nolan Woodbury Title: Assistant Vice President

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KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Benjamin C. Cooper

Name: Benjamin C. Cooper Title: Senior Vice President

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MIZUHO BANK, LTD., as a Lender

By: /s/ Edward Sacks

Name: Edward Sacks Title: Authorized Signatory

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MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Michael King

Name: Michael King Title: Authorized Signatory

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THE NORTHERN TRUST COMPANY, as a Lender

By: /s/ Andrew D. Holtz

Name: Andrew D. Holtz Title: Senior Vice President

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PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Alex Rolfe

Name: Alex Rolfe Title: Vice President

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THE BANK OF NOVA SCOTIA, as a Lender

By: /s/ David Dewar

Name: David Dewar Title: Director

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U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Joe Horrigan

Name: Joe Horrigan Title: Managing Director

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The undersigned Departing Lender hereby acknowledges and agrees that, from and after the Effective Date, it is no longer a party to the Existing Credit Agreement or any of the Credit Documents executed in connection therewith and will not be a party to this Agreement.

CITIBANK, N.A., as a Departing Lender

By /s/ Agha Murtaza

Name: Agha Murtaza Title: Authorized Signatory

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Annex A

PRICING GRID

The "Applicable Rate" for any day with respect to any Term SOFR Loan, ABR Loan, Facility Fee or LC Risk Participation Fee, as the case may be, is the percentage set forth below in the applicable row under the column corresponding to the Status that exists on such day:

Status	Level I	Level II	Level III	Level IV	Level V
Term SOFR Revolving Loans (basis points)	90	100	107.5	127.5	147.5
ABR Loans (basis points)	0	0	7.5	27.5	47.5
Facility Fee (basis points)	10	12.5	17.5	22.5	27.5
LC Risk Participation Fee (basis points)	90	100	107.5	127.5	147.5

For purposes of this Pricing Grid, the following terms have the following meanings (as modified by the provisos below):

"Level I Status" exists at any date if, at such date, the Index Debt is rated either A or higher by S&P or A2 or higher by Moody's.

"Level II Status" exists at any date if, at such date, the Index Debt is rated either A- by S&P or A3 by Moody's.

"Level III Status" exists at any date if, at such date, the Index Debt is rated either BBB+ by S&P or Baa1 by Moody's.

"Level IV Status" exists at any date if, at such date, the Index Debt is rated either BBB by S&P or Baa2 by Moody's.

"Level V Status" exists at any date if, at such date, the Index Debt is rated either BBB- by S&P or lower or Baa3 by Moody's or lower, or, no other Status exists.

"Status" refers to the determination of which of Level I Status, Level II Status, Level III Status, Level IV Status or Level V Status exists at any date.

The credit ratings to be utilized for purposes of this Pricing Grid are those assigned to the Index Debt, and any rating assigned to any other debt security of the Borrower shall be disregarded. The rating in effect at any date is that in effect at the close of business on such date.

Provided, that the applicable Status shall change as and when the applicable Index Debt ratings change.

Annex A-1

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Provided further, that if the Index Debt is split-rated, the applicable Status shall be determined on the basis of the higher of the two ratings then applicable; provided further, that, if the Index Debt is split-rated by two or more levels, the applicable Status shall instead be determined on the basis of the rating that is one level below the higher of the two ratings then applicable.

Provided further, that if both Moody's and S&P, or their successors as applicable, shall have ceased to issue or maintain such ratings, then the applicable Status shall be Level V.

Annex A-2

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EXHIBIT A

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the "Assignor") and [Insert name of Assignee] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Sixth Amended and Restated Revolving Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit and guarantees included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clause (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

	11001811011	
2.	Assignee:	
		[and is an Affiliate/Approved Fund of [identify Lender]1]
3.	Borrower(s):	NiSource Inc., a Delaware corporation
4.	Administrative Agent:	Barclays Bank PLC, as the administrative agent under the Credit Agreement
5.	Credit Agreement:	The Sixth Amended and Restated Revolving Credit Agreement dated as of February 18, 2022 among NiSource Inc., a Delaware corporation, as borrower, the Lenders parties thereto, Barclays Bank PLC, as Administrative Agent, and the other agents parties thereto
1	Select as applicable.	

Assignor

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6. Assigned Interest:	
Aggregate Amount of Commitment/Loans for all Lenders \$ \$ \$	Amount of Commitment/ of Loans Assigned Commitment/ Commitment/Loans ² \$ % \$ % \$ %
Effective Date:, 20 [TO BE INSERTED BY ADMINISTRATION OF TRANSFER IN THE REGISTER THEREFOR.]	IVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE
The terms set forth in this Assignment and Assumption are hereby agreed to:	
	ASSIGNOR
	[NAME OF ASSIGNOR]
	By:
	ASSIGNEE
	[NAME OF ASSIGNEE]
	By:Title:
Consented to and Accepted:	
BARCLAYS BANK PLC, as Administrative Agent and LC Bank	
By:	
Title:	
2 Set forth, so at least 9 decimals, as a percentage of the Commitment/Loans of all	Lenders thereunder.

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Cons	ented to:
[], as LC Bank
By:	
	Title:
[NIS	OURCE INC., as Borrower] ³
By:	
	Title:

To be added only if the consent of the Borrower is required by the terms of the Credit Agreement.

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ANNEX I

STANDARD TERMS AND CONDITIONS FOR

ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

- 1.1 <u>Assignor</u>. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Credit Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Credit Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Credit Document.
- 1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01(h) thereof, as applicable, 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 Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (v) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (vi) it does not bear a relationship to the Borrower described in Section 108(e)(4) of the Code; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, 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 Credit Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Credit Documents are required to be performed by it as a Lender.
- 2. <u>Payments</u>. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assigner for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

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3. <u>General Provisions</u>. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. THIS ASSIGNMENT AND ASSUMPTION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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EXHIBIT B

FORM OF OPINION OF MCGUIREWOODS LLP

[See Attached.]

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McGUIREWOODS

February 18, 2022

Each of the Lender Parties identified in <u>Schedule 1</u>

NiSource Inc.

Ladies and Gentlemen:

We have acted as counsel to NiSource Inc., a Delaware corporation (the "<u>Opinion Party</u>"), in connection with certain transactions to be consummated pursuant to the Subject Document identified in <u>Schedule 1</u>. Capitalized terms used in this opinion letter and not otherwise defined herein shall have the respective meanings set forth in <u>Schedule 1</u>. This opinion letter is furnished to you at the request of the Opinion Party to satisfy a condition to the closing of the Transactions.

In connection with this opinion letter, we have examined the Subject Document, the Other Documents and such other records, documents and instruments as we have deemed necessary for the purposes of this opinion letter.

Assumptions Underlying Our Opinions

For all purposes of the opinions expressed herein, we have assumed, without independent investigation, the following:

- (a) <u>Factual Matters</u>. To the extent that we have reviewed and relied upon (i) certificates of the Opinion Party or authorized representatives thereof, (ii) representations of the Opinion Party set forth in the Documents and (iii) certificates and assurances from public officials, all of such certificates, representations and assurances are accurate with regard to factual matters and all official records (including filings with public authorities) are properly indexed and filed and are accurate and complete.
- (b) <u>Authentic and Conforming Documents</u>. All Documents submitted to us as originals are authentic, complete and accurate, and all Documents submitted to us as copies conform to authentic original Documents.
- (c) <u>Signatures; Legal Capacity</u>. The signature of each natural person signing any Document is genuine. Each natural person signing any Document has the legal capacity to execute such Document.

McGuireWoods LLP | www.mcguirewoods.com

Atlanta | Austin | Baltimore | Charlotte | Charlottesville | Chicago | Dallas | Houston | Jacksonville | London | Los Angeles—Century City Los Angeles—Downtown | New York | Norfolk | Pittsburgh | Raleigh | Richmond | San Francisco | Tysons | Washington, D.C.

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- (d) <u>Organizational Status and Power and Authority of Certain Parties</u>. Each party to the Subject Document (other than any natural person): (i) is validly existing and in good standing in its jurisdiction of formation, except that no such assumption is made as to the Opinion Party and (ii) has the power and authority to execute, deliver and perform the Subject Document and each document required or permitted to be delivered and performed by it thereunder, except that no such assumption is made as to the Opinion Party.
- (e) <u>Authorization, Execution and Delivery by Certain Parties</u>. Each of the Subject Document and each document required or permitted to be delivered thereunder has been duly authorized by all necessary corporate, limited liability company, partnership or other action on the part of each party thereto and has been duly executed and delivered by such party, except that no such assumption is made as to the Opinion Party.
- (f) <u>Binding Obligations of Certain Parties</u>. Each of the Subject Document and each document required or permitted to be delivered thereunder is the valid and binding obligation of each party thereto enforceable against such party in accordance with its terms, except that no such assumption is made as to the Opinion Party.
- (g) Noncontravention. Neither the execution and delivery of the Subject Document by any party thereto nor the performance by such party of its obligations thereunder will conflict with or result in a breach of (i) the Organizational Documents of such party, except that no such assumption is made with respect to the Opinion Party as to its Organizational Documents, (ii) any law or regulation of any jurisdiction applicable to such party, except that no such assumption is made with respect to the Opinion Party as to any Applicable Law, or (iii) any order, writ, injunction or decree of any court or governmental instrumentality or agency applicable to any such party or any agreement or instrument to which any such party may be a party or by which its properties are subject or bound, except that no such assumption is made with respect to the Opinion Party as to the Reviewed Documents.
- (h) <u>Governmental Approvals</u>. All consents, approvals and authorizations of, or filings with, all governmental authorities that are required as a condition to the execution and delivery of the Subject Document by any party thereto or to the performance by such party of its obligations thereunder have been obtained or made, except that no such assumption is made with respect to any consent, approval, authorization or filing that is applicable to the Opinion Party and is the subject of our opinions in the paragraph captioned "Governmental Approvals."
- (i) No Mutual Mistake, Amendments, etc. There has not been any mutual mistake of fact, fraud, duress or undue influence in connection with the Transactions. There are no oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms of the Subject Document.
- (j) <u>Use of Proceeds</u>. With respect to our opinion whether the execution, delivery and performance of the Subject Document violate Applicable Law, as such opinion relates to Regulations T, U and X of the Board of Governors of the Federal Reserve System, the Opinion Party will comply with the provisions of the Subject Document relating to the use of loan proceeds.

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(k) <u>Completion of Documents</u>. To the extent that, at the time that we reviewed the Subject Document, any blanks therein had not been filled in or any schedules or exhibits thereto had not been completed or attached, such blanks were properly filled in and such schedules or exhibits were properly completed and attached before the Subject Document was delivered to any of the Lender Parties.

Our Opinions

Based on and subject to the foregoing and the exclusions, qualifications, limitations and other assumptions set forth in this opinion letter, we are of the opinion that:

- 1. <u>Organizational Status</u>. Based solely upon its Status Certificate, the Opinion Party is a validly existing corporation under the laws of the State of Delaware and is in good standing under such laws as of the date of its Status Certificate.
- 2. <u>Power and Authority; Authorization</u>. The Opinion Party has the corporate power and authority to execute, deliver and perform the terms and provisions of the Subject Document and has taken all necessary corporate action to authorize such execution, delivery and performance.
- 3. Execution and Delivery. To the extent governed by Applicable Law, the Opinion Party has duly executed and delivered the Subject Document in accordance with applicable law.
- 4. <u>Validity and Enforceability</u>. The Subject Document constitutes the valid and binding obligation of the Opinion Party, enforceable against the Opinion Party in accordance with its terms, under the laws of the State of New York.
- 5. Noncontravention. Neither the execution and delivery by the Opinion Party of the Subject Document, nor the performance by the Opinion Party of its obligations thereunder: (a) violates any provision of its Organizational Documents; (b) violates any statute or regulation of Applicable Law that, in each case, is applicable to the Opinion Party; or (c) violates, results in any breach of any of the terms of, or constitutes a default under, any Reviewed Document or results in the creation or imposition of any lien, security interest or other encumbrance (except as contemplated by the Subject Document) upon any assets of the Opinion Party pursuant to the terms of any Reviewed Document.
- 6. Governmental Approvals. No consent, approval or authorization of, or filing with, any governmental authority of the State of New York, the State of Delaware or the United States pursuant to any statute or regulation of Applicable Law that, in each case, is applicable to the Opinion Party is required for the due execution and delivery by the Opinion Party of the Subject Document or the performance by the Opinion Party of its obligations thereunder, except (a) in each case as have previously been made or obtained, (b) filings and recordings which are necessary in order to release the security interests and liens not permitted by the Subject Document, if any, and (c) as are required in connection with the Opinion Party's conduct of its business in the ordinary course.

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- 7. Investment Company Act. The Opinion Party is not required to be registered under the Investment Company Act of 1940, as amended.
- 8. <u>Usury</u>. The provisions of the Subject Document providing for the payment of interest do not violate the usury laws of the State of New York.

Matters Excluded from Our Opinions

We express no opinion with respect to the following matters:

- (a) <u>Indemnification and Change of Control</u>. The enforceability of any agreement relating to (i) indemnification, contribution or exculpation from costs, expenses or other liabilities or (ii) changes in the organizational control or ownership of any party, which agreement (in the case of clause (i) or clause (ii)) is contrary to public policy or Applicable Law.
- (b) <u>Jurisdiction</u>, <u>Venue</u>, <u>etc</u>. The enforceability of any agreement to submit to the jurisdiction of any specific federal or state court (other than the enforceability in a court of the State of New York of any such agreement to submit to the jurisdiction of a court of the State of New York), to waive any objection to the laying of the venue, to waive the defense of <u>forum non conveniens</u> in any action or proceeding referred to therein, to waive trial by jury, to effect service of process in any particular manner or to establish evidentiary standards, and any agreement regarding the choice of law governing the Subject Document (other than the enforceability in a court of the State of New York or in a federal court sitting in the State of New York and applying New York law of any such agreement that the laws of the State of New York shall govern the Subject Document).
- (c) <u>Certain Laws</u>. The following federal and state laws, and regulations promulgated thereunder, and the effect of such laws and regulations on the opinions expressed herein: securities (except as expressly provided in our opinions in paragraphs 5(b) and 7) and Blue Sky laws, antifraud, derivatives or commodities law; banking laws (except as expressly included in the definition of "Applicable Law"); the USA PATRIOT Act of 2001 and other antiterrorism laws; laws governing embargoed or sanctioned persons; anti-money laundering laws; anti-corruption laws; truth-in-lending laws; equal credit opportunity laws; consumer protection laws; pension and employee benefit laws; environmental laws; tax laws; health and occupational safety laws; building codes and zoning, subdivision and other laws governing the development, use and occupancy of real property; the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and other antitrust and unfair competition laws; the Foreign Investment Risk Review Modernization Act, as amended, and other foreign investment laws; the Assignment of Claims Act of 1940, as amended; the Hague Securities Convention; and laws governing specially regulated industries (such as communications, energy, gaming, healthcare, insurance, transportation and utilities) or specially regulated products or substances (such as alcohol, drugs, food and radioactive materials).
- (d) <u>Local Ordinances</u>. The ordinances, statutes, administrative decisions, orders, rules and regulations of any municipality, county, special district or other political subdivision of a state.

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- (e) <u>Security Interest</u>. The creation, attachment, validity, enforcement, perfection or priority of any lien or security interest granted or purported to be granted under the Subject Document.
 - (f) Trust Relationship. The creation of any trust relationship by any party on behalf of any Lender Party.
- (g) Certain Agreements. The enforceability of any agreement as to: (i) specific performance of any party's obligations; (ii) the right of any purchaser of a participation interest from any Lender to set off or apply any deposit, property or indebtedness with respect to any such participation interest; (iii) establishment of a contractual rate of interest payable after judgment; (iv) adjustments of payments among Lenders or rights of set off; (v) the granting of any power of attorney; (vi) survival of liabilities and obligations of any party under the Subject Document arising after the effective date of termination of the Subject Document; (vii) obligations to make an agreement in the future; (viii) any act done in contravention thereof being void or voidable; (ix) the survival of any claim beyond any applicable statute of limitation; (x) the confession of or consent to any judgment; (xi) the severability of provisions in the Subject Document; (xii) appointment of a receiver as a matter of right; (xiii) arbitration, judicial reference or mediation of any dispute, including any provision specifying the effect of any decision by an independent third party selected to resolve disputes; or (xiv) the write-down and conversion powers of any governmental authority of a foreign jurisdiction under any law of such jurisdiction with respect to the obligations of a Lender Party (or the effect of such agreement, or such write-down and conversion powers, on any other provision of the Subject Document).
- (h) <u>Remedies</u>. The enforceability of any provision in the Subject Document to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to any other right or remedy, that the election of some particular remedy does not preclude recourse to one or more others or that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of any such right or remedy.

Qualifications and Limitations Applicable to Our Opinions

The opinions set forth above are subject to the following qualifications and limitations:

- (a) <u>Applicable Law.</u> Our opinions are limited to Applicable Law, and we do not express any opinion concerning any other law. Without limiting the generality of the foregoing, to the extent our opinions relate to the laws of the State of Delaware, our opinions are limited to our review of the text of the Delaware General Corporation Law, without regard to any judicial decisions construing the same, and do not relate to any other laws of the State of Delaware. We express no opinion with respect to the usury laws of any jurisdiction except those of the State of New York.
- (b) <u>Bankruptcy</u>. Our opinions are subject to the effect of any applicable bankruptcy, insolvency (including, without limitation, laws relating to preferences, fraudulent transfers and equitable subordination), reorganization, moratorium and other similar laws affecting creditors' rights generally.

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February	18.	2022
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- (c) <u>Equitable Principles</u>. Our opinions are subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing. In applying such principles, a court, among other things, might limit the availability of specific equitable remedies (such as injunctive relief and the remedy of specific performance), might not allow a creditor to accelerate maturity of debt or exercise other remedies upon the occurrence of a default deemed immaterial or for non-credit reasons or might decline to order a debtor to perform covenants in the Subject Document.
- (d) <u>Unenforceability of Certain Provisions</u>. Certain of the provisions contained in the Subject Document may be unenforceable or ineffective, in whole or in part. Such provisions include, without limitation, those which: require waivers or amendments to be made only in writing; purport to waive the right of statutory or equitable redemption; authorize the taking of possession of collateral without judicial process or otherwise authorize self-help or authorize any of the Lender Parties to act on behalf of, or exercise the rights of, the Opinion Party; waive or do not require notice in connection with the exercise of remedies; authorize a standard for decision other than commercial reasonableness; purport to validate otherwise invalid provisions of other documents incorporated or referred to in the Subject Document; purport to alter the priority of any lien or security interest; or subrogate any of the Lender Parties or any other party to the rights of others. The inclusion of such provisions, however, does not render the Subject Document invalid as a whole, and the Subject Document contains, in our opinion, adequate remedial provisions for the ultimate practical realization of the principal benefits purported to be afforded by the Subject Document, subject to the other qualifications contained in this opinion letter. We note, however, that the unenforceability of such provisions may result in delays in enforcement of the rights and remedies of the Lender Parties under the Subject Document, and we express no opinion as to the economic consequences, if any, of such delays.
- (e) Noncontravention and Governmental Approvals. With regard to our opinions as to whether the execution, delivery and performance of the Subject Document violate Applicable Law and whether consents, approvals or authorizations of, or filings with, governmental authorities are required under Applicable Law, (i) such opinions are limited to our review of only those statutes and regulations of Applicable Law that, in our experience, are normally applicable to transactions of the type contemplated by the Subject Document and to business organizations generally and (ii) other than performance of any payment obligation, any guarantee by the Opinion Party of payment obligations of other persons under the Subject Document, any obligation to grant security interests in collateral or any obligation to deliver financial information to any Lender Party, we express no opinion whether performance by the Opinion Party of its obligations under the Subject Document after the date hereof would violate any Applicable Law or would require any consent, approval or authorization of, or filing with, any governmental authority.
- (f) <u>Material Changes to Terms</u>. Provisions in the Subject Document which provide that any obligations of any party thereunder will not be affected by the action or failure to act on the part of any Lender Party might not be enforceable under circumstances in which such action, failure to act, amendment or waiver so materially changes the essential terms of the obligations that, in effect, a new contract has arisen between the Lender Parties and the Opinion Party.

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February 18, 2022

- (g) <u>Incorporated Documents</u>. The foregoing opinions do not relate to any documents or instruments other than the Documents, and we express no opinion as to (i) such other documents or instruments (including, without limitation, any documents or instruments referenced or incorporated in any of the Documents), (ii) the interplay between any Document and any such other documents and instruments, or (iii) any schedule, exhibit, appendix or like supplemental document referred to as attached to any Document if so attached or in any manner altered after our review of such Document.
- (h) <u>Mathematical Calculations</u>. We have made no independent verification of any of the numbers, schedules, formulae or calculations in any Document, and we render no opinion with regard to (i) the accuracy, validity or enforceability of any of them, (ii) whether the execution and delivery by the Opinion Party of the Subject Document or the performance by the Opinion Party of its obligations thereunder will constitute a default under, or a violation of, any covenant, restriction or provision with respect to any of them, or (iii) any other aspect of the financial condition or results of operations of the Opinion Party or any of its affiliates.
- (i) Reviewed Documents. With respect to our opinions relating to Reviewed Documents, (i) we express no opinion as to any violation of a Reviewed Document not readily ascertainable from the face of the Reviewed Document or arising from any cross-default provision insofar as it relates to a default under an agreement that is not a Reviewed Document or arising under a covenant of a financial or numerical nature or requiring computation and (ii) notwithstanding any provision of any Reviewed Document, or any principle of choice of laws, that would specify that the law of any other state or jurisdiction governs any Reviewed Document, we have construed and applied each Reviewed Document as if it were governed by the laws of the State of New York.
- (j) <u>Choice of New York Law and Forum</u>. To the extent that any opinion relates to the enforceability of the choice of New York law and choice of New York forum provisions of the Subject Document, our opinion is rendered in reliance upon New York General Obligations Law Sections 5-1401 and 5-1402 and Rule 327(b) of the New York Civil Practice Law and Rules and is subject to the qualification that such enforceability may be limited by principles of public policy, comity and constitutionality. We express no opinion as to whether a United States federal court would have subject-matter or personal jurisdiction over a controversy arising under the Subject Document.
- (k) <u>Customary Opinion Practice</u>. This opinion letter was prepared and shall be interpreted in accordance with the customary practice of lawyers who regularly give, and lawyers who regularly advise recipients regarding, third party opinions and other assurances of the type included in this opinion letter.

Miscellaneous

The foregoing opinions are being furnished only to the Lender Parties as of the date hereof and only for the purpose referred to in the first paragraph of this opinion letter, and this opinion letter is not to be disclosed to any other person or entity or used or relied upon by any other person or entity or for any other purpose without our prior written consent. The opinions set forth herein are made as of the date hereof, and we assume no obligation to

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February 18, 2022

supplement this opinion letter if any applicable laws change after the date hereof or if we become aware after the date hereof of any facts that might change the opinions expressed herein. Headings in this opinion letter are intended for convenience of reference only and shall not affect its interpretation.

At your request, we hereby consent to reliance on this opinion letter by any successor administrative agent under the Subject Document and any future assignee of any Lender's interest in the loans under the Subject Document pursuant to an assignment that is made and consented to in accordance with the express provisions of the Subject Document (collectively with the Lender Parties as of the date hereof, the "Permitted Reliance Parties" and each, individually, a "Permitted Reliance Party"), subject to the conditions set forth in this paragraph. We have no responsibility or obligation to consider this opinion letter's applicability or correctness for any person other than the Lender Parties as of the date hereof. Any reliance by a Permitted Reliance Party must be actual and reasonable under the circumstances existing at the time such Permitted Reliance Party is first entitled to rely on this opinion letter, including any changes in law, facts or any other developments known to or reasonably knowable by such Permitted Reliance Party at such time. In addition, we consent to disclosure of this opinion letter to (i) any prospective participant in, participant in or prospective assignee of, any Lender's interest in the loans under the Subject Document; (ii) accountants, auditors and attorneys of any Lender Party; (iii) any regulatory authority having jurisdiction over any Lender Party; and (iv) any other person pursuant to orders or legal process of any court or as otherwise required of any Lender Party by law, in the case of each of clauses (i) to (iv) above, solely for the purpose of establishing the existence of this opinion letter and on the condition and understanding that no such prospective participant, participant, prospective assignee, accountant, auditor, attorney, regulatory authority or other person is authorized to rely on the foregoing opinions for any other purpose.

Very truly yours,

Attachments:

Schedule 1 — Defined Terms

Annex A — Opinion Party's Certificate

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Schedule 1

Defined Terms

Capitalized terms used in the opinion letter to which this Schedule is attached and not otherwise defined herein shall have the respective meanings set forth in the opinion letter when used in this Schedule. The terms defined in this Schedule shall have the meanings set forth herein when used in the opinion letter or in this Schedule.

A. Subject Document

The Sixth Amended and Restated Revolving Credit Agreement (the "<u>Credit Agreement</u>") dated as of the date hereof among the Opinion Party, Barclays Bank PLC, as administrative agent (in such capacity, the "<u>Administrative Agent</u>"), and the various financial institutions signatory to the Credit Agreement as lead arrangers and lenders (collectively, the "<u>Lenders</u>" and each, individually, a "<u>Lender</u>") is referred to herein as the "<u>Subject Document</u>":

B. Other Documents

Each of the certificate dated the date hereof of the Opinion Party, a copy of which is attached as Annex A hereto, together with each of the Reviewed Documents (as therein defined), and each of the following documents with respect to the Opinion Party is referred to herein, individually, as an "Other Document"; and collectively, as the "Other Documents":

A. a certificate dated the date hereof from an authorized representative of the Opinion Party certifying as to (a) true and correct copies of its Organizational Documents and resolutions of its board of directors or other governing body, authorizing the execution and delivery of the Subject Document and the performance of its obligations thereunder and (b) the incumbency and specimen signature(s) of the natural person(s) authorized to execute and deliver the Subject Document on its behalf;

B. a certificate dated as of February 17, 2022, issued by the Secretary of State of the State of Delaware, attesting to its corporate status in such jurisdiction (the "Status Certificate").

C. Additional Defined Terms

In addition, the following terms have the respective meanings set forth below:

"Applicable Law" means, as applicable, (i) the federal law of the United States (including Regulations T, U and X of the Board of Governors of the Federal Reserve System), (ii) the laws of the State of New York and (iii) the Delaware General Corporation Law.

"Documents" means, collectively, the Subject Document and Other Documents, and a "Document" means any of them.

Schedule I-1

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"Lender Parties" means, collectively, the Lenders and the Administrative Agent, and a "Lender Party" means any of them.

"Organizational Documents" means, as applicable, (i) with respect to any corporation, its certificate of incorporation or articles of incorporation and its bylaws, (ii) with respect to any limited liability company, its certificate of formation or articles of organization and its limited liability company agreement or operating agreement, (iii) with respect to any limited partnership, its certificate of limited partnership and limited partnership agreement, and (iv) with respect to any other type of entity, its constituent documents under which it is organized and operated.

"Transactions" means the transactions to be consummated on the date hereof pursuant to the Subject Document.

Schedule I-2

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EXHIBIT	

FORM OF REVOLVING LOAN BORROWING REQUEST

REVOLVING LOAN BORROWING REQUEST

Date:	
Dute.	,

To: Barclays Bank PLC, as Administrative Agent Loan Operations 400 Jefferson Park Whippany, New Jersey 07981 Attn: Moustapha Kebe – Agency Services Email: 12145455230@tls.ldsprod.com and Moustapha.kebe@barclays.com

Ladies and Gentlemen:

Reference is made to that certain Sixth Amended and Restated Revolving Credit Agreement dated as of February 18, 2022 (as may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time in accordance with its terms, the "<u>Agreement</u>"; the terms defined therein being used herein as therein defined), between NiSource Inc., a Delaware corporation (the "<u>Borrower</u>"), the Lenders party thereto, Barclays Bank PLC, as the Administrative Agent, and the other parties thereto.

The Borrower hereby requests a Revolving Borrowing, as follows:

1. In the aggregate amount of \$
2. On, 20 (a Business Day).
3. Comprised of [an ABR] [a Term SOFR] Borrowing.
[4. With an Interest Period of months.] ⁴
[4][5]. The Borrower's account to which funds are to be disbursed is
Account Number:
Location:

This Borrowing Request and the Revolving Borrowing requested herein comply with the Agreement, including <u>Sections 2.01(a)</u>, <u>2.02</u>, and <u>3.02</u> of the Agreement.

[Signature Page Follows.]

Insert if a Term SOFR Borrowing.

KY PSC Case No. 2024-00092 AG 2-69 Attachment A Respondent: Rea Page 138 of 163

NISOUR	CE INC.			
Ву:				
Name:				
Title:				

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EXHIBIT D

[Reserved]

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EXH	IB.	IT E

FORM OF LC CREDIT EXTENSION REQUEST

LC CREDIT EXTENSION REQUEST

LC CREDIT EXTENSION REQUEST	
D	ate:,
To: [],	
as LC Bank	
cc: Barclays Bank PLC,	
as Administrative Agent	
745 Seventh Avenue, 8th Floor	
New York, New York 10019	
Attn: Letters of Credit / Nnamdi Otudoh	
Telephone: (212) 526-8527	
Email: <u>xrabdmlcsupport@barclays.com</u>	
Email: Nnamdi.otudoh@barclays.com	
Ladies and Gentlemen: Reference is made to that certain Sixth Amended and Restated Revolving Credit Agreement dated as of February 18, 2022 amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time in accordance with "Agreement"; the terms defined therein being used herein as therein defined), between NiSource Inc., a Delaware corporation (the "Born party thereto, Barclays Bank PLC, as the Administrative Agent, and the other parties thereto.	h its terms, the
The Borrower hereby requests a Letter of Credit extension by the LC Bank listed above, as follows:	
1. [An issuance of a new Letter of Credit in the amount of \$[]] [an amendment to existing Letter of Credit No by such LC Bank].	o. [] issued
2. On, 20 (a Business Day).	
This request for Letter of Credit extension complies with the Agreement, including <u>Sections 2.04</u> , and <u>3.02</u> of the Agreement	ent.
[Signature Page Follows.]	

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By:	
Name:	

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EXHIBIT F

FORM OF REVOLVING NOTE REVOLVING NOTE

FOR VALUE RECEIVED, the undersigned (the "Borrower"), hereby promises to pay to _______ or registered assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the aggregate unpaid principal amount of each Revolving Loan from time to time made by the Lender to the Borrower under that certain Sixth Amended and Restated Revolving Credit Agreement dated as of February 18, 2022 (as may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time in accordance with its terms, the "Agreement"; the terms defined therein being used herein as therein defined), between the Borrower, the Lenders party thereto, Barclays Bank PLC, as the Administrative Agent, and the other parties thereto. The Borrower promises to pay interest on the aggregate unpaid principal amount of each Revolving Loan from time to time made by the Lender to the Borrower under the Agreement from the date of such Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's office pursuant to the terms of the Agreement. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Revolving Note is one of the promissory notes referred to in Section 2.10(e) of the Agreement, is one of the Credit Documents, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Revolving Note shall become, or may be declared to be, immediately due and payable all as provided in the Agreement. Revolving Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Revolving Note and endorse thereon the date, amount and maturity of its Revolving Loans and payments with respect thereto.

The Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Revolving Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows.]

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NISOUR	CE INC.			
Ву:				
Name:				
Title:				

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LOANS AND PAYMENTS WITH RESPECT THERETO

<u>Date</u>	Type of Loan Made	Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

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EXHIBIT G

FORM OF INTEREST ELECTION REQUEST

INTEREST ELECTION REQUEST

Date:	

To: Barclays Bank PLC, as Administrative Agent Loan Operations 400 Jefferson Park Whippany, New Jersey 07981 Attn: Moustapha Kebe – Agency Services Email: 12145455230@tls.ldsprod.com and Moustapha.kebe@barclays.com

Borrowing.

Ladies and Gentlemen:

Reference is made to that certain Sixth Amended and Restated Revolving Credit Agreement, dated as of February 18, 2022 (as may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time in accordance with its terms, the "Agreement"; the terms defined therein being used herein as therein defined), between NiSource Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto, Barclays Bank PLC, as the Administrative Agent, and the other parties thereto.

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☐ If such Borrowing is an ABR Revolving Borrowing, such Borrowing shall be converted to a Term SOFR Revolving Borrowing having an Interest Period of [] months.
5. Such election to be effective on, 20 (a Business Day).
This Interest Election Request and the election made herein comply with the Agreement, including Section 2.06 of the Agreement.
[Signature Page Follows.]

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NISOUR	CE INC.			
Ву:				
Name:				
Title:				

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EXHIBIT H

FORM OF PREPAYMENT NOTICE

PREPAYMENT NOTICE

To: Barclays Bank PLC, as Administrative Agent Loan Operations 400 Jefferson Park Whippany, New Jersey 07981 Attn: Moustapha Kebe – Agency Services Email: 12145455230@tls.ldsprod.com and Moustapha.kebe@barclays.com

Ladies and Gentlemen:

Reference is made to that certain Sixth Amended and Restated Revolving Credit Agreement, dated as of February 18, 2022 (as may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time in accordance with its terms, the "Agreement"; the terms defined therein being used herein as therein defined), between NiSource Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto, Barclays Bank PLC, as the Administrative Agent, and the other parties thereto.

This Prepayment Notice is delivered to you pursuant to <u>Section 2.11</u> of the Agreement. The Borrower hereby gives notice of a prepayment of Loans as follows:

. (select Type(s) of Loans)
☐ ABR Revolving Loans in the aggregate principal amount of \$
☐ Term SOFR Revolving Loans with an Interest Period ending, 20 in the aggregate principal amount of \$
. On, 20 (a Business Day).
This Prepayment Notice and prepayment contemplated hereby comply with the Agreement, including Section 2.11 of the Agreement.

[Signature Page Follows.]

KY PSC Case No. 2024-00092 AG 2-69 Attachment A Respondent: Rea Page 149 of 163

NISOUR	CE INC.			
Ву:				
Name:				
Title:				

KY PSC Case No. 2024-00092 AG 2-69 Attachment A Respondent: Rea Page 150 of 163

EXHIBIT I-1

FORM OF

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Sixth Amended and Restated Revolving Credit Agreement dated as of February 18, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between NiSource Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent (the "Administrative Agent").

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

By:				
Nam Title				
Date:	, ,	20[]		

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KY PSC Case No. 2024-00092 AG 2-69 Attachment A Respondent: Rea Page 151 of 163

EXHIBIT I-2

FORM OF

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Sixth Amended and Restated Revolving Credit Agreement dated as of February 18, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between NiSource Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent (the "Administrative Agent").

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]				
Ву:				
Name: Title:				
Date:				

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EXHIBIT I-3

FORM OF

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Sixth Amended and Restated Revolving Credit Agreement dated as of February 18, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between NiSource Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent (the "Administrative Agent").

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

INAME OF	FAKTICIFANIJ		
By:			
Name: Title:			
Date:	, 20[]		

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EXHIBIT I-4

FORM OF

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Sixth Amended and Restated Revolving Credit Agreement dated as of February 18, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between NiSource Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent (the "Administrative Agent").

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Credit Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

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[NAME OF LENDER]		
By:		
Name:		
Title:		
	Date:	, 20[]

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EXHIBIT J

FORM OF INCREASING LENDER SUPPLEMENT

INCREASING LENDER SUPPLEMENT, dated _______, 20____ (this "Supplement"), by and among each of the signatories hereto, to the Sixth Amended and Restated Revolving Credit Agreement dated as of February 18, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between NiSource Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent (the "Administrative Agent").

WITNESSETH

WHEREAS, pursuant to <u>Section 2.22</u> of the Credit Agreement, the Borrower has the right, subject to the terms and conditions thereof, to effectuate from time to time an increase in the Aggregate Commitments under the Credit Agreement by requesting one or more Lenders to increase the amount of its Commitment;

WHEREAS, the Borrower has given notice to the Administrative Agent of its intention to increase the Aggregate Commitments pursuant to such Section 2.22; and

WHEREAS, pursuant to <u>Section 2.22</u> of the Credit Agreement, the undersigned Increasing Lender now desires to increase the amount of its Commitment under the Credit Agreement by executing and delivering to the Borrower and the Administrative Agent this Supplement;

NOW, THEREFORE, each of the parties hereto hereby agrees as follows:

- 2. The Borrower hereby represents and warrants that the conditions precedent set forth in Section 3.02(a) and (e) of the Credit Agreement are satisfied on and as of the date hereof.
 - 3. Terms defined in the Credit Agreement shall have their defined meanings when used herein.
 - 4. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.
- 5. This Supplement may be executed 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 taken together shall constitute one and the same document.

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 $IN\ WITNESS\ WHEREOF, each\ of\ the\ undersigned\ has\ caused\ this\ Supplement\ to\ be\ executed\ and\ delivered\ by\ a\ duly\ authorized\ officer\ on\ the\ date\ first\ above\ written.$

	[INSERT NAME OF INCREASING LENDER]
	By:
	Name: Title:
Accepted and agreed to as of the date first written above:	
NISOURCE INC.	
Ву:	
Name: Title:	
Acknowledged as of the date first written above:	
BARCLAYS BANK PLC as Administrative Agent	
Ву:	
Name:	
Title:	

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EXHIBIT K

FORM OF AUGMENTING LENDER SUPPLEMENT

AUGMENTING LENDER SUPPLEMENT, dated _______, 20____ (this "Supplement"), by and among each of the signatories hereto, to the Sixth Amended and Restated Revolving Credit Agreement dated as of February 18, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between NiSource Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent (the "Administrative Agent").

WITNESSETH

WHEREAS, the Credit Agreement provides in Section 2.22 thereof that any bank, financial institution or other entity may extend Commitments under the Credit Agreement subject to the approval of the Borrower and the Administrative Agent, by executing and delivering to the Borrower and the Administrative Agent a supplement to the Credit Agreement in substantially the form of this Supplement; and

WHEREAS, the undersigned Augmenting Lender was not an original party to the Credit Agreement but now desires to become a party thereto;

NOW, THEREFORE, each of the parties hereto hereby agrees as follows:

- 1. The undersigned Augmenting Lender agrees to be bound by the provisions of the Credit Agreement and agrees that it shall, on the date of this Supplement, become a Lender for all purposes of the Credit Agreement to the same extent as if originally a party thereto, with a Commitment with respect to Revolving Loans of \$[].
- 2. The undersigned Augmenting Lender (a) represents and warrants that it is legally authorized to enter into this Supplement; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and has reviewed such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Supplement; (c) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender 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 Credit Agreement or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.
 - 3. The undersigned's address for notices for the purposes of the Credit Agreement is as follows:

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	II	
4.	The Borrower hereby represents and warrants that the conditions precedent set forth in Section 3.02(a) and (e) of the	Credit Agreement are
satisfied on and	as of the date hereof.	

- 5. Terms defined in the Credit Agreement shall have their defined meanings when used herein.
- 6. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.
- 7. This Supplement may be executed 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 taken together shall constitute one and the same document.

[remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, each of the undersigned has caused this Supplement to be executed and delivered by a duly authorized officer on the da first above written.		
	[INSERT NAME OF AUGMENTING LENDER]	
	Ву:	
	Name: Title:	
Accepted and agreed to as of the date first written above:		
NISOURCE INC.		
Ву:		
Name: Title:		
Acknowledged as of the date first written above:		
BARCLAYS BANK PLC as Administrative Agent		
By:		

3

Name: Title:

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Schedule 2.01

(Sixth Amended and Restated Revolving Credit Agreement)

Names, Addresses, Allocation of Aggregate Commitment, and Applicable Percentages of Banks

Bank Name	Lending Office	Commitment	Applicable Percentage
Barclays Bank PLC	Barclays Bank PLC		
	745 Seventh Avenue		
	New York, NY 10019	\$132,500,000	7.16%
JPMorgan Chase Bank, N.A.	On file with the Administrative Agent	\$132,500,000	7.16%
MUFG Bank, Ltd.	On file with the Administrative Agent	\$132,500,000	7.16%
Credit Suisse AG, New York Branch	On file with the Administrative Agent	\$132,500,000	7.16%
Wells Fargo Bank, National Association	On file with the Administrative Agent	\$132,500,000	7.16%
Bank of America, N.A.	On file with the Administrative Agent	\$132,500,000	7.16%
CoBank, ACB	On file with the Administrative Agent	\$105,000,000	5.68%
BNP Paribas	On file with the Administrative Agent	\$ 95,000,000	5.14%
Goldman Sachs Bank USA	On file with the Administrative Agent	\$ 95,000,000	5.14%
KeyBank National Association	On file with the Administrative Agent	\$ 95,000,000	5.14%
Mizuho Bank, Ltd.	On file with the Administrative Agent	\$ 95,000,000	5.14%
Morgan Stanley Bank, N.A.	On file with the Administrative Agent	\$ 95,000,000	5.14%

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Bank Name	Lending Office	Commitment	Applicable Percentage
The Northern Trust Company	On file with the Administrative Agent	\$ 95,000,000	5.14%
PNC Bank, National Association	On file with the Administrative Agent	\$ 95,000,000	5.14%
The Bank of Nova Scotia	On file with the Administrative Agent	\$ 95,000,000	5.14%
U.S. Bank National Association	On file with the Administrative Agent	\$ 95,000,000	5.14%
The Huntington National Bank	On file with the Administrative Agent	\$ 95,000,000	5.14%
TOTAL		\$1,850,000,000	100%

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SCHEDULE 2.04

EXISTING LETTERS OF CREDIT

LETTER OF CREDIT NO.	ISSUER	APPLICANT	BENEFICIARY	OUTSTANDING BALANCE
SB-00116			Travelers Indemnity	
	Barclays	NiSource Inc.	Company	\$ 604,000.00
SB-00399			Ace America	
	Barclays	NiSource Inc.	Insurance Company	\$ 7,750,000.00
SB-01624		NiSource Finance		
		Corp., on behalf of		
		Northern Indiana		
		Public Service	Ace America	
	Barclays	Company	Insurance Company	\$ 498,385.00
SB-03953		NiSource Inc., on		
		behalf of Rosewater	WHITE COUNTY,	
	Barclays	Wind Farm LLC	INDIANA	\$ 500,000.00
SB-04149		NiSource Inc., on		
		behalf of Indiana		
		Crossroads Wind	WHITE COUNTY,	
	Barclays	Farm LLC	INDIANA	\$ 5,000,000.00

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SCHEDULE 6.01(e)

EXISTING AGREEMENTS

Receivables Purchase Agreements and Receivables Sales Agreements of (a) Columbia Gas of Ohio Receivables Corporation, (b) Columbia Gas of Pennsylvania Receivables Corporation, (c) NIPSCO Accounts Receivables Corporation, and (d) any renewal, modification, extension or replacement of the above, in each case, to provide for receivables financings upon terms and conditions not materially more restrictive on Borrower and its Subsidiaries, taken as a whole, than the terms and conditions of such renewed, modified, extended or replaced facility.

COLUMBIA GAS OF KENTUCKY, INC. RESPONSE TO THE ATTORNEY GENERAL'S SECOND REQUEST FOR INFORMATION DATED JULY 24, 2024

70. Refer to Columbia Kentucky's response to the Attorney General's First Request, Items 1(a), 2(b) and (d), 3, 4, 5, 6, 7, 52, 53, 57, 58, 62, 63, 64(a), 65, 66, 67, 68, 70, 72, 78, 79, 80, 81, 82, 83, 85(a), 86, 87, 88, 91, 99, 101, 102, 103, 104, 108, 112, 113, 115, 116, 119(b), 122, 123, 135, 136, 137, 138, 139, 142, 146, 147, 149, 150, 151, 155, 156, 157, 162, 164, 167, 168, 169, 170, 171, and 189. For each of these requests, the Attorney General asked for information for a specific time period (e.g., 2019 – 2023, plus the base period and forecasted test period; 2017 – 2023; 2014 – 2024; etc.); however, after careful review it appears that the Company did not provide the information for all of the years requested. Either provide the originally requested information for the full time period, or provide a citation to a prior Columbia Kentucky case record from which the information can be publicly accessed.

Response:

Objection: Columbia objects to the Attorney General's requests that seek historical information that is irrelevant to this proceeding, out of scope, and Columbia is not obligated to make such production by law. KRS 278.192 establishes the guidelines for the

test period for a proposed rate increase. In its original responses to the Attorney General's First Request for Information, Columbia provided historical information since the filing of its last rate as a courtesy, but did not provide historical information requested for dates prior to the last rate case filing. Pursuant to KRS 278.192(2)(c), Columbia is only required to provide historic information for the twelve months immediately prior to the filing date. Columbia provided more information than it was required to provide. This approach is also consistent with the information provided by Columbia in its last rate case proceeding, which also utilized a forecasted test period. This was previously explained in its cover letter for Columbia's Supplemental Responses to AGs First Request for Information.

¹ See, for example, Case No. 2021-00183, In the Matter of the Electronic Application of Columbia Gas of Kentucky, Inc. for an Adjustment of Rates; Approval of Depreciation Study; Approval of Tariff Revisions; Issuance of a Certificate of Public Convenience and Necessity; and Other Relief, Columbia's Responses to the Attorney General's First Request for Information, Nos. 72; 74; 76; 116; 122; 126; 151; 164; 165; 167; 183; 187; and 215 (July 21, 2021).