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July 24, 2018

Ms. Barcy F. McNeal, Secretary Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215

RE: PUCO Case No. 17-1814-GA-AIS

Dear Ms. McNeal:

By Finding and Order issued May 9, 2018, the Commission authorized Columbia to issue and sell long-term promissory notes in an aggregate principal amount of \$300,000,000. Columbia offers the following report on its exercise of the authority granted by the Commission.

On June 29, 2018, Columbia Gas of Ohio, Inc. issued to NiSource Finance Corp. a thirty-year unsecured promissory note in the aggregate amount of \$170,000,000. The promissory note, a copy of which is attached hereto, contains an interest rate of 4.5279% per annum. Interest is payable on the first business day in June and December, beginning December 1, 2018. The remaining \$130,000,000 of aggregate authority will expire on December 31, 2018.

The proceeds will be used for construction expenditures required for the acquisition of property and for the construction, completion, extension, and improvement of Columbia's facilities, including continuation of Columbia's infrastructure replacement program; and to fund other corporate purposes permitted by law.

A 30-year term was selected for the note issuance to take advantage of the current interest rate environment, where long-term interest rates are near historic

lows. Choosing the 30-year term "locks-in" a favorable rate of financing for Columbia for an extended period of time, eliminates interest rate risk during the financing term, and also appropriately matches Columbia's long-term liabilities with its long-term assets.

The interest rate for the note of 4.5279% was determined using the methodology discussed with Staff in this case. 4.5279% is the interest rate on 30-year bonds for BBB+ rated utilities as of June 29, 2018 as shown on the attached Bloomberg screen C03830Y in the row labeled Fr 06/29/18 and the column labeled Mid Yield.

There were no issuance costs, discounts or premiums.

Please let me know if you need additional information regarding this matter.

Very truly yours

<u>/s/ Stephen B. Seiple</u> Stephen B. Seiple Assistant General Counsel

## PROMISSORY NOTE

\$170,000,000

Issue Date: June 29, 2018 Due Date: June 29, 2048

FOR VALUE RECEIVED, the undersigned, Columbia Gas of Ohio, Inc., an Ohio corporation ("Borrower"), hereby unconditionally promises to pay to NiSource Inc., a Delaware corporation ("Lender"), at such place as Lender may from time to time designate in writing, in lawful money of the United States of America, the principal sum of One Hundred Seventy Million Dollars (\$170,000,000) together with interest on the principal balance hereof from time to time outstanding at the rate of 4.5279% per annum from the date such principal is advanced until payment in full thereof. The principal indebtedness evidenced hereby shall be payable on June 29, 2048. Borrower may prepay the principal amount hereof in whole or in part, without premium or penalty, at any time after the first anniversary of the date hereof. Any payment on this Note shall be applied first to accrued but unpaid interest until paid in full and second to the unpaid principal amount hereof.

Interest shall be payable semi-annually in arrears on the first business day of June and December (commencing on December 1, 2018) and on the date on which the principal balance hereof is paid in full. Interest shall be calculated on the basis of a 365 day year for the actual number of days elapsed. Notwithstanding the foregoing, in no contingency or event whatsoever shall interest charged hereunder, however such interest may be characterized or computed, exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such a court determines that Lender has received interest hereunder in excess of the highest rate applicable hereto, Lender shall promptly refund such excess interest to Borrower.

Borrower shall be in default hereunder if: (a) any amount payable to Lender under this Note is not paid within five (5) business days of the date it is due, (b) Borrower shall make any assignment for the benefit of creditors, or (c) there shall be commenced any bankruptcy or insolvency proceedings by or against Borrower. Upon and after the occurrence of a default hereunder, this Note may, at the option of Lender, and without demand, notice or legal process of any kind, be declared, and thereupon immediately shall become, due and payable in full.

Presentment, protest and notice of nonpayment and protest are hereby waived by Borrower.

This Note has been delivered at and shall be deemed to have been made at Merrillville, Indiana, and shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Indiana without giving effect to conflict of laws rules or principles. Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. Whenever in this Note reference is made to Lender or Borrower, such reference shall be deemed to include their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, Borrower may not assign or otherwise transfer any of its rights or obligations under this Note without the prior written consent of Lender.

IN WITNESS WHEREOF, the undersigned has executed this Note on the issue date set forth above.

COLUMBIA GAS OF OHIO, INC.

Daniel A. Creekmur, President

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At	6/29	Op 4.	. 5279 H:	i 4.	. 5279	Lo 4.5279	Prev	4.	5090	Vol	0	
C0383	30Y Ind	ex	96) Exp	ort	9	77) Settings		P	age 1/3	Histo	orical	Price Table
BFV USI		y BBB+ 30 Year					High		4.0	6412	on	05/17/18
Range	12,	/29/2017 🗂 -	06/29/2018		Period	Daily 🕝	Low		3.8	3911	on	12/29/17
Market	Mid 1	field 🕝			Currency	<b>*</b>	Average		4.3	3315		
View	Price	: Table	•				Net Chg		.1	6368		16.37%
	Date		Mid Yield		Date		Mid Yield		Dat	e		Mid Yield
Fr I	06/29/18		4.5279	Fr	06/08/18		4.5043	Fr	05/18/1	8		4.5847
Th I	06/28/18		4.5090	Th	06/07/18		4.4922	Τħ	05/17/1	8 H		4.6412
We I	06/27/18		4.5103	We	06/06/18		4.5380	We	05/16/1	8		4.6120
Tu I	06/26/18		4.5492	Tu	06/05/18		4.4872	Tu	05/15/1	8		4.5893
Mo I	06/25/18		4.5447	Мо	06/04/18		4.5116	Мо	05/14/1	8		4.5217
Fr I	06/22/18		4.5526	Fr	06/01/18		4.4607	Fr	05/11/1	8		4.5004
Th I	06/21/18		4.5253	Th	05/31/18		4.4367	Th	05/10/1	8		4.5185
	06/20/18		4.5294	We	05/30/18		4.4241	We	05/09/1	8		4.5473
	06/19/18		4.4600		05/29/18		4.3572		05/08/1			4.5092
Mo I	06/18/18		4.4938	Мо	05/28/18		4.4565	Мо	05/07/1	8		4.5040
	06/15/18		4.4791		05/25/18		4.4565		05/04/1			4.5003
	06/14/18		4.4862		05/24/18		4.5017		05/03/1			4.4910
	06/13/18		4.5407		05/23/18		4.5471		05/02/1			4.5147
	06/12/18		4.5284		05/22/18		4.5868		05/01/1			4.5008
Mo I	06/11/18		4.5312	Мо	05/21/18		4.5780	Мо	04/30/1	8		4.4663

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This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

7/24/2018 8:23:38 AM

in

Case No(s). 17-1814-GA-AIS

Summary: Report on the exercise of authority granted by the Commission electronically filed by Cheryl A MacDonald on behalf of Columbia Gas of Ohio, Inc.