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August 13, 2004

Renee J. Jenkins, Secretary
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43266-0573


**Re: In the Matter of the Application of Vectren Retail, LLC, d/b/a
Vectren Source, for Certification as a Retail Natural Gas
Supplier in the State of Ohio, PUCO Case No. 02-1668-GA-CRS**

Dear Secretary Jenkins:

Pursuant to the Attorney Examiner's August 11, 2004 Entry in this matter, please find enclosed 10 copies of the redacted versions of Vectren Retail, LLC's, d/b/a Vectren Source, Exhibit C-4. Specifically, the documents enclosed are an Amended and Restated Financial Services and Security Agreement and Written Consent of Members, both with entity names redacted throughout. Unredacted versions have been filed with the Commission in Vectren Retail's original Recertification Application filed on June 10, 2004 and are under seal. Pursuant to the Attorney Examiner's August 11, 2004 Entry, the Promissory Note filed with the original Recertification Application have been granted protective treatment and are already on file and under seal along with Exhibits C-3 and C-5.

If you have any questions or concerns regarding the exhibits as now submitted, please do not hesitate to contact us.

Sincerely,



Daniel J. Neilsen

Enclosures
DJN/ss

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AMENDED AND RESTATED
FINANCIAL SERVICES AND SECURITY AGREEMENT

This Amended and Restated Financial Services and Security Agreement (this "Agreement"), dated as of March __, 2003, is made by and between
(herein referred to as "____") and "____" firms named herein (herein referred to as the "____").

BACKGROUND

____ is the financing corporation for _____ and its
____ is willing to continue to provide financial services to the _____ on a consolidated basis in order to achieve long-term benefits for the _____ and their customers.
The _____ are willing to provide _____ with a security interest in all of their respective assets as an inducement for _____ to continue to provide financial services to the _____ on a consolidated basis, including the willingness of _____ to provide financing under the short-term borrowings to the _____.

Accordingly, the parties have determined to enter into this Agreement for the continued provision of financial services by _____ to the _____ and for the proper allocation of the costs of providing such services.

AGREEMENT

1. Services. _____ will provide, either directly or through arrangements with third parties for the benefit of the _____, such financial services as to which _____ and the _____ may from time to time agree, including but not limited to those more fully described below. _____ will not provide such services to any entity other than the _____. Nor shall _____ undertake short-term or long-term borrowings for any purpose other than providing financial services to the _____ as described herein.

_____ will provide short-term loans ("ST Loans") and has provided long-term loans ("LT Loans," and collectively with ST Loans, the "Loans") to the _____. The ST Loans shall be evidenced by promissory notes issued by the _____ to _____, substantially in the form attached as Exhibit A-1 where the _____ does not own real property and substantially in the form attached as Exhibit B-1 where the _____ does own real property (each a "ST Promissory Note"). The LT Loans shall be evidenced by promissory notes issued by the _____ to _____ substantially in the form of Exhibit A-2 where the _____ does not own real property and substantially in the form attached as Exhibit B-2 where the _____ does own real property (each a "LT Promissory Note," and collectively with the ST Promissory Notes, the "Promissory Notes"). To the extent that any _____ owns real property, payment of each _____ Promissory Note is to be secured by, *inter alia*, a Real Estate Mortgage and Security Agreement, substantially in the form attached as Exhibit C (each a "Mortgage").

will provide cash management services to the to maximize use of the cash resources. At the effective date of the Agreement, each excess or deficient cash balance will be swept to and consolidated at each day with the cash resources of the other. Excess cash balances of a swept to will be used first to reduce any ST Loans of the to and the balance will be used to repay any amounts then due and payable under any LT Loans of the to. Any amount remaining will be invested with. If excess funds of a are invested with the will earn a rate of interest each day equal to weighted average borrowing cost for that day or, if is a net investor, the investment income earned on those funds by. Upon the request of a shall execute one or more promissory notes in favor of the each substantially in the form attached as Exhibit D to the Agreement, as evidence of such investment.

2. Security Interest. As security for the payment and performance of all of the obligations of each under the Promissory Notes to which it is a party, each hereby assigns, pledges and grants to a continuing security interest in the Collateral (as hereinafter defined). security interest shall continually exist with respect to each until all obligations of such under its respective Promissory Note have been paid in full. For the purposes of this Agreement, "Collateral" shall mean, with respect to each all of the personal property, both now owned and hereafter acquired, including, but not limited to (the following terms shall have the meanings assigned to them by the Indiana Uniform Commercial Code as in effect on the date hereof): accounts; as-extracted collateral; chattel paper; chattels real; deposit accounts; documents; equipment; farm products; fixtures; general intangibles; goods; instruments; inventory; investment property; letter-of-credit rights; and proceeds and products of all of the foregoing. To the extent that any owns real property, and in accordance with the laws of the State of Indiana, including, but not limited to, Ind. Code §§ 8-1-5-1 and 26-1-9.1-311, the term "Collateral" shall also include all of the property of that described in the Mortgage to which it is a party and situated in any county in the State of Indiana where the Mortgage is or shall be recorded in the manner provided for recording real estate mortgages.

3. Financing Statements. The authorize to file financing statements covering the Collateral and all personal property of the and containing such legends as shall deem necessary or desirable to protect interest in the Collateral.

4. Costs. The agree to pay to their allocable share of the costs incurred by in providing the services described in Paragraph 1, including but not limited to bank service charges and related debt facility fees. Transaction costs incurred by in connection with the Loans will be allocated among the during each calendar quarter in proportion to the average principal amount of Loans that each has outstanding during the quarter. Administrative costs, such as accounting fees, will be allocated among the during each calendar quarter in equal amounts. Principal and interest on the ST Loans and the LT Loans shall be billed to the separately pursuant to the promissory notes executed pursuant to Paragraph 8.

5. Statements and Payment. will prepare and deliver by email to the quarterly statements of the costs incurred by and amounts payable to giving effect to all of the provisions of this Agreement. The will have the net amounts shown on their respective statements settled by debt principal increases recorded in the ICMS Cash Management System on the first of each month for the following month's activities.

6. Inspection. Upon reasonable notice, will make available to each for its inspection books, records, bills, accounts and any other documents that describe or support the costs allocated to the under this Agreement.

7. Obligations Not Joint. The obligations of the to shall be several and not joint. A will not be responsible to any other or to for any payment in excess of payments due by the to under this Agreement or a promissory note executed pursuant to Paragraph 8.

8. Notes and Mortgages. The ST Loans under this Agreement will be evidenced by promissory notes substantially in the form attached hereto as Exhibit A-1 and Exhibit B-1. The LT Loans will be evidenced by promissory notes substantially in the form attached hereto as Exhibit A-2 and Exhibit B-2. To the extent that any owns real property, that payment of the Loans will be secured by, *inter alia*, a Real Estate Mortgage and Security Agreement, substantially in the form attached hereto as Exhibit C. Loans by the of excess cash balances to pursuant to the cash management program described in Paragraph 1 will be evidenced by short-term promissory notes substantially in the form of Exhibit D to this Agreement.

9. Exclusivity. This Agreement prohibits and restricts a from borrowing from third parties or obtaining services described in this Agreement from third parties, without the prior written approval by

10. Effectiveness. This Agreement shall be effective as of the date hereof.

11. Termination. A or may terminate its participation in this Agreement by giving five (5) days prior written notice of such termination to the other party. Termination of this Agreement will not affect: (a) a obligations to under any promissory notes issued pursuant to Paragraph 8; (b) any party's obligations with respect to any amounts owing under Paragraphs 4 and 5; (c) the security interest granted by any to under Paragraph 2, (d) any mortgage given by any in favor of under Paragraph 8, or (e) obligations to the under any promissory note issued under Paragraph 8.

12. Modification. This Agreement may be amended or modified only by a written instrument signed by all parties at discretion.

13. Counterparts. This Agreement may be executed by the parties in one or more counterparts, each of which shall be considered an original.

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

15. Amendment and Restatement of the Financial Services Agreement. The _____ and _____ agree that, upon the execution and delivery of this Agreement by each of the parties hereto, the terms and provisions of the Financial Services Agreement dated _____ by and among _____ and the _____ (the "Financial Services 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 of the Financial Services Agreement or the indebtedness created thereunder.

[signature pages immediately following]

IN WITNESS WHEREOF, the _____ and _____ have each caused this Agreement to be signed on its behalf by its duly authorized officers.

ATTEST:

By: _____
Print Name & Title:

By: Robert L. Goocher
Robert L. Goocher
Vice President and Treasurer

ATTEST:

By: _____
Print Name & Title:

By: Robert L. Goocher
Robert L. Goocher
Vice President, Treasurer

ATTEST:

By: _____
Print Name & Title:

By: Randy L. Beck
Randy L. Beck
President


ATTEST:

By: _____
Print Name & Title:

By: Randy L. Beck
Randy L. Beck
President

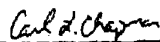
ATTEST:

By: _____
Print Name & Title:

By: 
Randy L. Beck
President

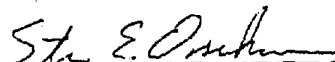
ATTEST:

By: _____
Print Name & Title:

By: 
Carl L. Chapman
President

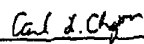
ATTEST:

By: _____
Print Name & Title:

By: 
Steven E. Oschman
President

ATTEST:

By: _____
Print Name & Title:

By: 
Carl L. Chapman
President

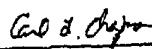
ATTEST:

By: _____
Print Name & Title:

By: _____
Andrew E. Goebel
President

ATTEST:

By: _____
Print Name & Title:

By: 
Carl L. Chapman
President

ATTEST:

By: _____
Print Name & Title:

By: _____
Jerome A. Benkert, Jr.
President

ATTEST:

By: _____
Print Name & Title:

By: _____
Carl L. Chapman
President

ATTEST:

By: _____
Print Name & Title:

By: _____
Carl L. Chapman
President

ATTEST:

By: _____
Print Name & Title:

By: _____
Gregory F. Collins
President

ATTEST:

By: _____
Print Name & Title:

By: _____
Carl L. Chapman
President

ATTEST:

By: _____
Print Name & Title:

By: _____
Carl L. Chapman
President

**WRITTEN CONSENT OF THE
MEMBERS OF**

The undersigned, being the all of the members of an Indiana limited liability company (the "Company"), hereby waive all notice and adopt, unanimously, the following resolutions by written consent and authorize the actions described therein to be taken by the Company:

WHEREAS, the Members have determined that it is in the best interests of the Company to enter into that certain Amended and Restated Financial Services and Security Agreement (the "Agreement") between the Company and an Indiana corporation and an _____, whereby (a) _____ will provide financing and certain financial services to the Company and other subsidiaries of _____ and (b) the Company will provide to _____ a security interest in all of the assets of the Company.

NOW THEREFORE, BE IT RESOLVED, that the Members of the Company do hereby unanimously adopt and approve the terms and provisions contained in Agreement, a copy of which has been made available to each of the Members of the Company.

RESOLVED, FURTHER, that Gregory F. Collins is authorized to execute and deliver to _____ for and on behalf of the Company, the Agreement, any promissory notes and any and all additional instruments, agreements or documents which are required or appropriate to effectuate the transactions contemplated by the Agreement in such form as he deems necessary and appropriate.

RESOLVED, FURTHER, that Gregory F. Collins is authorized to borrow from time to time from _____ on such terms as may be agreed upon between the Company and _____ such sum or sums of money as in his judgment should be borrowed, without limitation.

RESOLVED, FURTHER, that Gregory F. Collins is authorized to execute and deliver to _____ the promissory note or notes, or other evidence of the Company's credit accommodations, in such forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Company's indebtedness to _____ and also to execute and deliver to _____ one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

RESOLVED, FURTHER, that Gregory F. Collins is authorized to mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to _____ any property now or hereafter belonging to the Company or in

which the Company now or hereafter may have an interest, including without limitation all real property and all personal property (tangible or intangible) of the Company, as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Company to _____ at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

RESOLVED, FURTHER, that Gregory F. Collins is authorized to execute and deliver to _____ the forms of mortgage and other security agreements and financing statements which _____ may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to _____ any other written instruments, or any other collateral, of any kind or nature, which _____ may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

NOW THEREFORE, BE IT RESOLVED, that all actions heretofore and hereinafter taken by the Company and its Members, manager(s), officers, employees and agents in negotiating and preparing the Agreement and affecting the transactions contemplated thereunder are hereby approved, ratified and confirmed in all respects.

RESOLVED FURTHER, that this Written Consent may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

RESOLVED FURTHER, that this Written Consent shall be placed in the records book of the Company with the minutes of the Members' meetings.

[signature page immediately follows]

EXECUTED to be EFFECTIVE as of the ____ day of

as Member of

By: _____
Gregory F. Collins, President

as Member of

By: Capdity
Carl L. Chapman, President