

**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): December 6, 2023

NiSource Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-16189
(Commission
file number)

35-2108964
(I.R.S. Employer
Identification No.)

801 East 86th Avenue
Merrillville, Indiana
(Address of Principal Executive Offices)

46410
(Zip Code)

Registrant's telephone number, including area code: (877) 647-5990

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2 (b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4 (c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value \$0.01 per share	NI	New York Stock Exchange
Depository Shares, each representing a 1/1,000th ownership interest in a share of 6.50% Series B Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Stock, par value \$0.01 per share, liquidation preference \$25,000 per share and a 1/1,000th ownership interest in a share of Series B-1 Preferred Stock, par value \$0.01 per share, liquidation preference \$0.01 per share	NI PR B	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging 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 revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 **Entry into a Material Definitive Agreement**

On December 6, 2023, NiSource Inc. (the “Company”) entered into the Augmenting Lender Supplement (the “Supplement”), with Mizuho Bank, LTD and Bank of Montreal (each an “Augmenting Lender” and collectively, the “Augmenting Lenders”), to the Credit Agreement dated as of November 9, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the Lenders party thereto and U.S. Bank National Association, as the Administrative Agent thereunder (the “Administrative Agent”). The Credit Agreement provides that any bank, financial institution or other entity may extend term loan commitments under the Credit Agreement, subject to the approval of the Company and the Administrative Agent, by executing and delivering to the Company and the Administrative Agent a supplement to the Credit Agreement in the form of the Supplement. Under the Supplement, each Augmenting Lender agrees to be bound by the provisions of the Credit Agreement and 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 term loans, in the case of each Augmenting Lender, of \$200 million. Under the Credit Agreement, as modified by the Supplement, the Company borrowed \$400 million on December 6, 2023, representing the aggregate commitments of the Augmenting Lenders thereunder.

The description above is a summary of the Supplement and is qualified in its entirety by the complete text of the Supplement, 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**

(d) *Exhibits*

<u>Exhibit Number</u>	<u>Description</u>
10.1	Augmenting Lender Supplement, dated December 6, 2023, by and among NiSource Inc., Mizuho Bank, LTD, Bank of Montreal, and U.S. Bank National Association
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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: December 6, 2023

By: /s/ Shawn Anderson

Shawn Anderson
Executive Vice President and
Chief Financial Officer

AUGMENTING LENDER SUPPLEMENT

AUGMENTING LENDER SUPPLEMENT, dated December 6, 2023 (this "*Supplement*"), by and among each of the signatories hereto, to the Credit Agreement dated as of November 9, 2023 (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 U.S. Bank National Association, as the Administrative Agent (the "*Administrative Agent*").

WITNESSETH

WHEREAS, the Credit Agreement provides in Section 2.08 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 Lenders were not original parties to the Credit Agreement but now desire to become parties thereto;

NOW, THEREFORE, each of the parties hereto hereby agrees as follows:

1. Each 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 term loans of \$200,000,000. Each Augmenting Lender severally agrees with each other Lender providing additional Commitments on the date hereof, if any, to make a term loan to the Borrower in Dollars in a single drawing on the date hereof, in an aggregate principal amount not to exceed such Augmenting Lender's additional Commitment hereunder. Notwithstanding the provisions of Section 2.02(d) of the Credit Agreement, the Borrower, the Administrative Agent and each Augmenting Lender agree that the Borrowing Request with respect to the additional Commitments hereunder may be provided upon only one (1) Business Day's prior notice.

2. Each 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. Each Augmenting Lender's address for notices for the purposes of the Credit Agreement is as follows:

Bank of Montreal:

Bank of Montreal Chicago Branch
Attention: Melissa L. Price; melissa.l.price@bmo.com
111 W. Monroe Street
Chicago, IL 60603-4096

Mizuho Bank, Ltd:

Mizuho Bank, Ltd.
1271 Avenue of the Americas
New York, NY 10020
Attention: Andrew Taylor
Andrew.taylor@mizuhogroup.com

Mizuho Bank Loan Operations
1800 Plaza Ten
Harborside Financial Ctr.
Jersey City, NJ 07311
Attention: Vijay Varma
LAU_USCorp3@mizuhogroup.com

4. The Borrower hereby represents and warrants that the conditions precedent set forth in Section 2.08 of the Credit Agreement are satisfied (including, without limitation, satisfaction of the conditions set forth in Section 3.02) 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]

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.

MIZUHO BANK, LTD
as Augmenting Lender

By: /s/ Edward Sacks
Name: Edward Sacks
Title: Authorized Signatory

BANK OF MONTREAL
as Augmenting Lender

By: /s/ Yash Gandhi
Name: Yash Gandhi
Title: Vice President

*Signature Page to NiSource Augmenting Lender Supplement
(Mizuho and BMO)*

Accepted and agreed to as of the date first written above:

NISOURCE INC.

By: /s/ Randy G. Hulen
Name: Randy G. Hulen
Title: Vice President, Investor Relations and Treasurer

Acknowledged as of the date first written above:

U.S. BANK NATIONAL ASSOCIATION
as Administrative Agent

By: /s/ John M. Eyerman
Name: John M. Eyerman
Title: Senior Vice President

*Signature Page to NiSource Augmenting Lender Supplement
(Mizuho and BMO)*