**UNITED STATES**
**SECURITIES AND EXCHANGE COMMISSION**
**Washington, D.C. 20549**

# FORM 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)**
**OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the quarterly period ended September 30, 2025**

**or**

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)**
**OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the transition period from ______ to ______**

Commission file number 001-16189

# NiSource Inc.

(Exact name of registrant as specified in its charter)

| DE | | 35-2108964 |
|---|---|---|
| (State or other jurisdiction of incorporation or organization) | | (I.R.S. Employer Identification No.) |
| 801 East 86th Avenue<br>Merrillville, IN | | 46410 |
| (Address of principal executive offices) | | (Zip Code) |

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

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 | NYSE |

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files.)

Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☑ Accelerated filer ☐ Emerging growth company ☐ Non-accelerated filer ☐ Smaller reporting 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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ☐ No ☑

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: Common Stock, $0.01 Par Value: 477,195,529 shares outstanding at October 22, 2025.

**NISOURCE INC.**
**FORM 10-Q QUARTERLY REPORT**
**FOR THE QUARTER ENDED SEPTEMBER 30, 2025**

**Table of Contents**


| | | | Page |
|---|---|---|---|
| | Defined Terms | | 3 |
| PART I | FINANCIAL INFORMATION | | |
| | Item 1. | Financial Statements - unaudited | |
| | | Condensed Statements of Consolidated Income (unaudited) | 9 |
| | | Condensed Statements of Consolidated Comprehensive Income (unaudited) | 10 |
| | | Condensed Consolidated Balance Sheets (unaudited) | 11 |
| | | Condensed Statements of Consolidated Cash Flows (unaudited) | 13 |
| | | Condensed Statements of Consolidated Equity (unaudited) | 14 |
| | | Notes to Condensed Consolidated Financial Statements (unaudited) | 17 |
| | Item 2. | Management's Discussion and Analysis of Financial Condition and Results of Operations | 43 |
| | Item 3. | Quantitative and Qualitative Disclosures About Market Risk | 67 |
| | Item 4. | Controls and Procedures | 67 |
| PART II | OTHER INFORMATION | | |
| | Item 1. | Legal Proceedings | 68 |
| | Item 1A. | Risk Factors | 68 |
| | Item 2. | Unregistered Sales of Equity Securities and Use of Proceeds | 71 |
| | Item 3. | Defaults Upon Senior Securities | 71 |
| | Item 4. | Mine Safety Disclosures | 71 |
| | Item 5. | Other Information | 71 |
| | Item 6. | Exhibits | 73 |
| | Signature | | 74 |

## DEFINED TERMS

The following is a list of frequently used abbreviations or acronyms that are found in this report:

| **NiSource Subsidiaries and Affiliates (not exhaustive)** | |
|---|---|
| Columbia of Kentucky | Columbia Gas of Kentucky, Inc. |
| Columbia of Maryland | Columbia Gas of Maryland, Inc. |
| Columbia of Ohio | Columbia Gas of Ohio, Inc. |
| Columbia of Pennsylvania | Columbia Gas of Pennsylvania, Inc. |
| Columbia of Virginia | Columbia Gas of Virginia, Inc. |
| GenCo | NIPSCO Generation LLC |
| Generation Holdings I | Generation Holdings I LLC |
| Generation Holdings II | Generation Holdings II LLC |
| NIPSCO | Northern Indiana Public Service Company LLC |
| NIPSCO Holdings I | NIPSCO Holdings I LLC |
| NIPSCO Holdings II | NIPSCO Holdings II LLC |
| NiSource ("we," "us" or "our") | NiSource Inc. |
| Rosewater | Rosewater Wind Generation LLC and its wholly owned subsidiary, Rosewater Wind Farm LLC |
| Indiana Crossroads Wind | Indiana Crossroads Wind Generation LLC and its wholly owned subsidiary, Indiana Crossroads Wind Farm LLC |
| Indiana Crossroads Solar | Indiana Crossroads Solar Generation LLC and its wholly owned subsidiary, Meadow Lake Solar Park LLC |
| Dunns Bridge I | Dunn's Bridge I Solar Generation LLC and its wholly owned subsidiary, Dunns Bridge Solar Center, LLC |
| Gibson | Gibson Solar LLC |
| Fairbanks | Fairbanks Solar Energy Center LLC |

| **Abbreviations and Other** | |
|---|---|
| AFUDC | Allowance for funds used during construction |
| Amended LLC Agreement | Third Amended and Restated Limited Liability Company Agreement of NIPSCO Holdings II |
| AOCI | Accumulated Other Comprehensive Income (Loss) |
| ASC | Accounting Standards Codification |
| ASU | Accounting Standards Update |
| ATM | At-the-market |
| BIP | BIP Blue Buyer L.L.C |
| BIP Blue Buyer VCOC L.L.C | BIP Blue Buyer VCOC L.L.C., a Delaware limited liability company and also an affiliate of Blackstone |
| BIP Orion Holdco L.P. | BIP Orion Holdco L.P., a Delaware limited liability company and also an affiliate of Blackstone |
| BIP Orion Holdco II L.P. | BIP Orion Holdco II L.P., a Delaware limited liability company and also an affiliate of Blackstone |
| Blackstone | Blackstone Infrastructure Partners L.P. |
| BTA | Build-transfer agreement |
| Contract Assets | Generation assets and related transmission infrastructure to be developed in connection with the Data Center Contract |
| CCRs | Coal Combustion Residuals |
| CEP | Ohio Capital Expenditure Program |
| CERCLA | Comprehensive Environmental Response Compensation and Liability Act (also known as Superfund) |

**DEFINED TERMS**

| | |
|---|---|
| CODM | Chief Operating Decision Maker |
| Columbia Operations | Reportable segment comprised of the results of NiSource Gas Distribution company, including all of its Columbia Gas distribution companies and related subsidiaries |
| CPCN | Certificate of Public Convenience and Necessity |
| Customer | Purchaser of electricity under Data Center Contract, a wholly-owned subsidiary of a large publicly traded company |
| Data Center Contract | NIPSCO agreement to provide electricity to Customer’s data centers |
| DSIC | Distribution System Improvement Charge |
| DSM | Demand Side Management |
| Dunns Bridge II | Dunns Bridge II Solar Generation Center |
| EPA | United States Environmental Protection Agency |
| EPC | Engineering, procurement, and construction |
| EPS | Earnings per share |
| ERP | Enterprise Resource Planning |
| FAC | Fuel adjustment clause |
| FASB | Financial Accounting Standards Board |
| FMCA | Indiana Federally Mandated Cost Adjustment mechanism |
| GAAP | Generally Accepted Accounting Principles |
| GCA | Gas cost adjustment |
| Generation Assets | Power generations facilities and battery storage to be developed in connection with the Data Center Contract |
| GHG | Greenhouse gases |
| GWh | Gigawatt hours |
| IRA | Inflation Reduction Act of 2022 |
| IRP | Ohio Infrastructure Replacement Program |
| IURC | Indiana Utility Regulatory Commission |
| Investor | BIP Orion Holdco L.P. and BIP Orion Holdco II L.P. in connection with Blackstone's GenCo minority equity investment |
| JV | Joint Venture |
| LIFO | Last In, First Out |
| LIHEAP | Low Income Heating Energy Assistance Program |
| LLC Agreement | Amended and Restated Limited Liability Company Agreement of Generation Holdings II |
| MGP | Manufactured Gas Plant |
| MISO | Midcontinent Independent System Operator |
| MMDth | Million dekatherms |
| MW | Megawatts |
| MWh | Megawatt hours |
| NIPSCO Electric | The electric generation and transmission activities of the NIPSCO Operations reportable segment |
| NIPSCO Gas | The gas distribution activities of the NIPSCO Operations reportable segment |
| NIPSCO Minority Interest Transaction | A transaction between NiSource, NIPSCO Holdings II (sole owner of NIPSCO) and an affiliate of Blackstone pursuant to a purchase and sale agreement entered into on June 17, 2023, that offered equity interests in NIPSCO Holdings II in exchange for capital contributions by the parties. |
| NIPSCO Operations | Reportable segment comprised of the results of NIPSCO Holdings I, NIPSCO Holdings II, and NIPSCO and all related subsidiaries |

## DEFINED TERMS

| | |
|---|---|
| NYMEX | New York Mercantile Exchange |
| OPEB | Other Postemployment Benefits |
| PHMSA | Pipeline and Hazardous Materials Safety Administration |
| PPA | Power Purchase Agreement |
| RNG | Renewable Natural Gas |
| SAVE | Steps to Advance Virginia's Energy Plan |
| Scope 1 GHG Emissions | Direct emissions from sources owned or controlled by us (e.g., emissions from our combustion of fuel, vehicles, and process emissions and fugitive emissions) |
| Scope 2 GHG Emissions | Indirect emissions from sources owned or controlled by us |
| SEC | Securities and Exchange Commission |
| SMRP | Kentucky Safety Modification and Replacement Program |
| SMS | Safety Management System |
| TCJA | An Act to provide for reconciliation pursuant to titles II and V of the concurrent resolution on the budget for fiscal year 2018 (commonly known as the Tax Cuts and Jobs Act of 2017) |
| TDSIC | Indiana Transmission, Distribution and Storage System Improvement Charge |
| Templeton | Templeton Wind Energy Center |
| VIE | Variable Interest Entity |
| WAM | Work and Asset Management enterprise resourcing system |

***Note regarding forward-looking statements***

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Investors and prospective investors should understand that many factors govern whether any forward-looking statement contained herein will be or can be realized. Any one of those factors could cause actual results to differ materially from those projected. These forward-looking statements include, but are not limited to, statements concerning our plans, strategies, objectives, expected performance, expenditures, recovery of expenditures through rates, stated on either a consolidated or segment basis, and any and all underlying assumptions and other statements that are other than statements of historical fact. Expressions of future goals and expectations and similar expressions, including "may," "will," "should," "could," "would," "aims," "seeks," "expects," "plans," "anticipates," "intends," "believes," "estimates," "predicts," "potential," "targets," "forecast," and "continue," reflecting something other than historical fact are intended to identify forward-looking statements. All forward-looking statements are based on assumptions that management believes to be reasonable; however, there can be no assurance that actual results will not differ materially.

Factors that could cause actual results to differ materially from the projections, forecasts, estimates and expectations discussed in this Quarterly Report on Form 10-Q include, among other things:

- our ability to execute our business plan or growth strategy, including utility infrastructure investments, or business opportunities, such as data center development and related generation sources and transmission capabilities to meet potential load growth;
- our ability to manage data center growth in our service territories;
- potential incidents and other operating risks associated with our business;
- our ability to work successfully with our third-party investors;
- our ability to construct, develop and place into service the Contract Assets on time or at all and consistent with initial cost estimates, as well as the performance of these assets once constructed and placed into service;
- our ability to obtain the significant additional financing that will be required to construct the Contract Assets on favorable terms, if at all;
- our ability to recover our investments and realize our expected return under the Data Center Contract;

- our ability to maintain our investment grade credit ratings as we finance and pursue our data center strategy, including our performance under the Data Center Contract;
- our Customer’s performance under the Data Center Contract and any decision by the Customer to terminate the Data Center Contract or reduce the committed capacity thereunder;
- potential changes in the MISO accreditation treatment of capacity resources;
- our ability to adapt to, and manage costs related to, advances in technology, including alternative energy sources and changes in laws and regulations;
- our increased dependency on technology;
- impacts related to our aging infrastructure;
- our ability to obtain sufficient insurance coverage and whether such coverage will protect us against significant losses;
- the success of our electric generation strategy;
- construction risks and supply risks;
- fluctuations in demand from residential and commercial customers;
- fluctuations in the price of energy commodities and related transportation costs or an inability to obtain an adequate, reliable and cost-effective fuel supply to meet customer demand;
- our ability to attract, retain or re-skill a qualified, diverse workforce and maintain good labor relations;
- our ability to manage new initiatives and organizational changes;
- the performance and quality of third-party suppliers and service providers;
- our ability to manage the financial and operational risks related to achieving our carbon emission reduction goals, including our Net Zero Goal (as defined below), including any future associated impact from business opportunities such as data center development as those opportunities evolve;
- potential cybersecurity attacks or security breaches;
- increased requirements and costs related to cybersecurity;
- the actions of activist stockholders;
- any damage to our reputation;
- the impacts of natural disasters, potential terrorist attacks or other catastrophic events;
- the physical impacts of climate change and the transition to a lower carbon future;
- our debt obligations;
- any changes to our credit rating or the credit rating of certain of our subsidiaries;
- adverse economic and capital market conditions, including increases in inflation or interest rates, recession, or changes in investor sentiment;
- economic regulation and the impact of regulatory rate reviews;
- our ability to obtain expected financial or regulatory outcomes;
- economic conditions in certain industries;
- the reliability of customers and suppliers to fulfill their payment and contractual obligations;
- the ability of our subsidiaries to generate cash;
- pension funding obligations;
- potential impairments of goodwill;
- the outcome of legal and regulatory proceedings, investigations, incidents, claims and litigation;
- compliance with changes in, or new interpretations of applicable laws, regulations and tariffs, including impacts of state and federal orders on our ability to carry out our business plan and growth strategy;
- the cost of compliance with environmental laws and regulations and the costs of associated liabilities;
- changes in tax laws or the interpretation thereof;
- and other matters set forth in Part I, Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operation,” and Part II, Item 1A, “Risk Factors,” of this report, and Part I, Item 1, “Business,” Part I, Item 1A, "Risk Factors," and Part II, Item 7, "Management’s Discussion and Analysis of Financial Condition and Results of Operations," of our Annual Report on Form 10-K for the fiscal year ended December 31, 2024, some of which risks are beyond our control.

In addition, the relative contributions to profitability by each business segment, and the assumptions underlying the forward-looking statements relating thereto, may change over time.

All forward-looking statements are expressly qualified in their entirety by the foregoing cautionary statements. We undertake no obligation to, and expressly disclaim any such obligation to, update or revise any forward-looking statements to reflect changed assumptions, the occurrence of anticipated or unanticipated events or changes to the future results over time or otherwise, except as required by law.

| Index | Page |
|---|---|
| Condensed Statements of Consolidated Income (unaudited) | 9 |
| Condensed Statements of Consolidated Comprehensive Income (unaudited) | 10 |
| Condensed Consolidated Balance Sheets (unaudited) | 11 |
| Condensed Statements of Consolidated Cash Flows (unaudited) | 13 |
| Condensed Statements of Consolidated Equity (unaudited) | 14 |
| Notes to Condensed Consolidated Financial Statements (unaudited) | 17 |
| 1. Basis of Accounting Presentation | 17 |
| 2. Recent Accounting Pronouncements | 17 |
| 3. Revenue Recognition | 18 |
| 4. Noncontrolling Interests | 22 |
| 5. Earnings Per Share | 23 |
| 6. Equity | 24 |
| 7. Short-Term Borrowings | 25 |
| 8. Long-Term Debt | 25 |
| 9. Regulatory Matters | 26 |
| 10. Risk Management Activities | 26 |
| 11. Fair Value | 28 |
| 12. Income Taxes | 31 |
| 13. Pension and Other Postemployment Benefits | 32 |
| 14. Other Commitments and Contingencies | 33 |
| 15. Accumulated Other Comprehensive Loss | 36 |
| 16. Business Segment Information | 37 |
| 17. Other, Net | 40 |
| 18. Supplemental Disclosures of Cash Flow Information | 41 |
| 19. Subsequent Event | 42 |

Table of Contents

# PART I

## ITEM 1. FINANCIAL STATEMENTS

**NiSource Inc.**
**Condensed Statements of Consolidated Income (unaudited)**

| *(in millions, except per share amounts)* | Three Months Ended September 30, 2025 | Three Months Ended September 30, 2024 | Nine Months Ended September 30, 2025 | Nine Months Ended September 30, 2024 |
|---|---|---|---|---|
| **Operating Revenues** | | | | |
| Customer revenues | **$ 1,240.2** | $ 1,046.1 | **$ 4,636.2** | $ 3,743.2 |
| Other revenues | **32.9** | 30.2 | **103.1** | 124.1 |
| Total Operating Revenues | **1,273.1** | 1,076.3 | **4,739.3** | 3,867.3 |
| **Operating Expenses** | | | | |
| Cost of energy | **193.6** | 165.9 | **1,102.9** | 755.6 |
| Operation and maintenance | **401.1** | 357.4 | **1,225.1** | 1,093.5 |
| Depreciation and amortization | **306.9** | 269.5 | **852.2** | 765.1 |
| Loss on impairment of assets | **—** | — | **0.7** | 2.9 |
| Loss (gain) on sale of assets, net | **(0.6)** | (0.5) | **0.2** | 1.1 |
| Other taxes | **74.6** | 65.7 | **238.4** | 210.4 |
| Total Operating Expenses | **975.6** | 858.0 | **3,419.5** | 2,828.6 |
| **Operating Income** | **297.5** | 218.3 | **1,319.8** | 1,038.7 |
| **Other Income (Deductions)** | | | | |
| Interest expense, net | **(179.8)** | (134.6) | **(451.7)** | (380.2) |
| Other, net | **9.9** | 29.2 | **16.2** | 51.4 |
| Total Other Deductions, Net | **(169.9)** | (105.4) | **(435.5)** | (328.8) |
| **Income before Income Taxes** | **127.6** | 112.9 | **884.3** | 709.9 |
| **Income Taxes** | **20.6** | 15.9 | **150.1** | 109.5 |
| **Net Income** | **107.0** | 97.0 | **734.2** | 600.4 |
| Net income attributable to noncontrolling interest | **12.3** | 11.3 | **62.5** | 63.9 |
| **Net Income Attributable to NiSource** | **94.7** | 85.7 | **671.7** | 536.5 |
| Preferred dividends | **—** | — | **—** | (6.7) |
| Preferred redemption premium | **—** | — | **—** | (14.0) |
| **Net Income Available to Common Shareholders** | **$ 94.7** | $ 85.7 | **$ 671.7** | $ 515.8 |
| **Earnings Per Share** | | | | |
| Basic Earnings Per Share | **$ 0.20** | $ 0.19 | **$ 1.42** | $ 1.15 |
| Diluted Earnings Per Share | **$ 0.20** | $ 0.19 | **$ 1.42** | $ 1.14 |
| **Basic Average Common Shares Outstanding** | **472.1** | 451.9 | **471.1** | 449.4 |
| **Diluted Average Common Shares** | **473.7** | 454.5 | **472.8** | 451.4 |

The accompanying Notes to Condensed Consolidated Financial Statements (unaudited) are an integral part of these statements.

**NiSource Inc.**
**Condensed Statements of Consolidated Comprehensive Income (unaudited)**

| *(in millions, net of taxes)* | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | **2025** | 2024 | **2025** | 2024 |
| Net Income | **$ 107.0** | $ 97.0 | **$ 734.2** | $ 600.4 |
| Other comprehensive income: | | | | |
| Net unrealized gain on available-for-sale debt securities[1] | **1.3** | 3.5 | **3.1** | 3.2 |
| Reclassification adjustment for cash flow hedges[2] | **(0.1)** | (0.1) | **(0.3)** | (0.3) |
| Unrecognized pension and OPEB benefit[3] | **14.0** | 0.6 | **14.6** | 1.1 |
| Total other comprehensive income | **15.2** | 4.0 | **17.4** | 4.0 |
| **Comprehensive Income** | **$ 122.2** | $ 101.0 | **$ 751.6** | $ 604.4 |

[1]Net unrealized gain on available-for-sale debt securities, net of $0.3 million tax expense and $0.9 million tax expense in the third quarter of 2025 and 2024, respectively, and $0.8 million tax expense for the nine months ended 2025 and 2024, respectively.
[2]Reclassification adjustment for cash flow hedges, net of $0.1 million tax benefit and $0.1 million tax benefit in the third quarter of 2025 and 2024, respectively, and $0.2 million tax benefit and $0.1 million tax benefit for the nine months ended 2025 and 2024, respectively.
[3]Unrecognized pension and OPEB benefit, net of $4.6 million tax expense and $0.2 million tax expense in the third quarter of 2025 and 2024, respectively, and $4.8 million tax expense and $0.4 million tax expense for the nine months ended 2025 and 2024, respectively.

The accompanying Notes to Condensed Consolidated Financial Statements (unaudited) are an integral part of these statements.

**NiSource Inc.**
**Condensed Consolidated Balance Sheets (unaudited)**

| *(in millions)* | | September 30, 2025 | | December 31, 2024 |
|---|---|---|---|---|
| **ASSETS** | | | | |
| **Property, Plant and Equipment** | | | | |
| Plant | $ | **37,201.7** | $ | 34,152.9 |
| Accumulated depreciation and amortization | | **(9,201.6)** | | (8,699.0) |
| Net Property, Plant and Equipment[1] | | **28,000.1** | | 25,453.9 |
| **Investments and Other Assets** | | | | |
| Unconsolidated affiliates | | **7.7** | | 6.5 |
| Available-for-sale debt securities (amortized cost of $160.4 and $91.9, allowance for credit losses of $0.1 and $0.1, respectively) | | **159.0** | | 86.7 |
| Other investments | | **116.2** | | 85.5 |
| Total Investments and Other Assets | | **282.9** | | 178.7 |
| **Current Assets** | | | | |
| Cash and cash equivalents | | **95.0** | | 156.6 |
| Restricted cash | | **24.5** | | 42.0 |
| Accounts receivable | | **719.6** | | 987.9 |
| Allowance for credit losses | | **(18.6)** | | (23.7) |
| Accounts receivable, net | | **701.0** | | 964.2 |
| Gas storage | | **268.3** | | 179.6 |
| Materials and supplies, at average cost | | **183.3** | | 173.3 |
| Electric production fuel, at average cost | | **23.7** | | 36.2 |
| Exchange gas receivable | | **42.9** | | 45.7 |
| Regulatory assets | | **326.5** | | 319.9 |
| Prepayments | | **157.4** | | 138.5 |
| Other current assets | | **25.6** | | 24.2 |
| Total Current Assets[1] | | **1,848.2** | | 2,080.2 |
| **Other Assets** | | | | |
| Regulatory assets | | **2,132.9** | | 2,157.4 |
| Goodwill | | **1,485.9** | | 1,485.9 |
| Deferred charges and other | | **652.9** | | 432.0 |
| Total Other Assets | | **4,271.7** | | 4,075.3 |
| **Total Assets** | **$** | **34,402.9** | $ | 31,788.1 |

[1]Includes $1,284.4 million and $1,323.8 million at September 30, 2025 and December 31, 2024, respectively, of net property, plant and equipment assets and $59.6 million and $65.0 million at September 30, 2025 and December 31, 2024, respectively, of current assets of consolidated VIEs that may be used only to settle obligations of the consolidated VIEs. Refer to Note 4, "Noncontrolling Interests," for additional information.

The accompanying Notes to Condensed Consolidated Financial Statements (unaudited) are an integral part of these statements.

**NiSource Inc.**
**Condensed Consolidated Balance Sheets (unaudited) (continued)**

| *(in millions, except share amounts)* | **September 30, 2025** | December 31, 2024 |
|---|---|---|
| **CAPITALIZATION AND LIABILITIES** | | |
| **Capitalization** | | |
| Stockholders’ Equity | | |
| Common stock - $0.01 par value,750,000,000 shares authorized; 477,136,079 and 469,822,472 shares outstanding, respectively | **$ 4.8** | $ 4.7 |
| Treasury stock | **(99.9)** | (99.9) |
| Additional paid-in capital | **9,798.3** | 9,521.5 |
| Retained deficit | **(572.0)** | (711.7) |
| Accumulated other comprehensive loss | **(13.0)** | (30.4) |
| Total NiSource Stockholders’ Equity | **9,118.2** | 8,684.2 |
| Noncontrolling interest in consolidated subsidiaries | **2,123.6** | 1,984.1 |
| Total Stockholders’ Equity | **11,241.8** | 10,668.3 |
| Long-term debt, excluding amounts due within one year | **14,472.1** | 12,074.5 |
| Total Capitalization | **25,713.9** | 22,742.8 |
| **Current Liabilities** | | |
| Current portion of long-term debt | **31.3** | 1,281.2 |
| Short-term borrowings | **1,260.0** | 604.6 |
| Accounts payable | **712.0** | 863.1 |
| Dividends payable - common stock | **137.4** | — |
| Customer deposits and credits | **273.5** | 268.8 |
| Taxes accrued | **179.0** | 173.4 |
| Interest accrued | **198.2** | 157.0 |
| Asset retirement obligations | **66.3** | 84.6 |
| Exchange gas payable | **100.0** | 91.8 |
| Regulatory liabilities | **192.0** | 150.5 |
| Accrued compensation and employee benefits | **218.0** | 268.2 |
| Other accruals | **165.7** | 170.2 |
| Total Current Liabilities[1] | **3,533.4** | 4,113.4 |
| **Other Liabilities** | | |
| Deferred income taxes | **2,405.4** | 2,281.6 |
| Accrued liability for postretirement and postemployment benefits | **174.4** | 207.5 |
| Regulatory liabilities | **1,487.0** | 1,431.2 |
| Asset retirement obligations | **751.4** | 698.6 |
| Other noncurrent liabilities and deferred credits | **337.4** | 313.0 |
| Total Other Liabilities[1] | **5,155.6** | 4,931.9 |
| **Commitments and Contingencies (Refer to Note 14, "Other Commitments and Contingencies")** | | |
| **Total Capitalization and Liabilities** | **$ 34,402.9** | $ 31,788.1 |

[1]Includes $54.4 million and $53.7 million at September 30, 2025 and December 31, 2024, respectively, of current liabilities and $55.0 million and $58.3 million at September 30, 2025 and December 31, 2024, respectively, of other liabilities, and finance leases of $40.2 million and $40.4 million at September 30, 2025 and December 31, 2024 respectively, of consolidated VIEs that creditors do not have recourse to our general credit. Refer to Note 4, "Noncontrolling Interests," for additional information.

The accompanying Notes to Condensed Consolidated Financial Statements (unaudited) are an integral part of these statements.

**NiSource Inc.**
**Condensed Statements of Consolidated Cash Flows (unaudited)**

| Nine Months Ended September 30, *(in millions)* | 2025 | 2024 |
|---|---|---|
| **Operating Activities** | | |
| Net Income | $ **734.2** | $ 600.4 |
| Adjustments to Reconcile Net Income to Net Cash from Operating Activities: | | |
| Depreciation and amortization | **852.2** | 765.1 |
| Deferred income taxes and investment tax credits | **153.5** | 109.1 |
| Loss on sale of assets | **0.2** | 1.1 |
| Payments for asset retirement obligations | **(50.0)** | (55.0) |
| Other adjustments | **22.5** | (14.9) |
| Changes in Assets and Liabilities: | | |
| Components of working capital[(1)] | **(26.0)** | (85.8) |
| Regulatory assets/liabilities | **(19.5)** | (35.6) |
| Deferred charges and other noncurrent assets | **(24.4)** | (45.1) |
| Other noncurrent liabilities and deferred credits | **7.0** | 2.4 |
| **Net Cash Flows from Operating Activities** | **1,649.7** | 1,241.7 |
| **Investing Activities** | | |
| Capital expenditures | **(1,936.0)** | (1,854.0) |
| Cost of removal | **(113.8)** | (108.9) |
| Milestone payments to renewable generation asset developers | **(1,091.7)** | (478.8) |
| Advanced deposits | **(161.3)** | — |
| Other investing activities | **(93.8)** | 27.2 |
| **Net Cash Flows used for Investing Activities** | **(3,396.6)** | (2,414.5) |
| **Financing Activities** | | |
| Proceeds from issuance of long-term debt | **2,362.0** | 2,229.6 |
| Repayments of finance lease obligations | **(17.3)** | (20.4) |
| Repayments of long-term debt | **(1,250.0)** | — |
| Repayment of short-term debt (maturity > 90 days) | **—** | (1,650.0) |
| Net change in commercial paper and other short-term borrowings | **655.4** | (1,141.6) |
| Issuance of common stock, net of issuance costs | **259.1** | 507.9 |
| Redemption of preferred stock | **—** | (486.1) |
| Preferred stock redemption premium | **—** | (14.0) |
| Equity costs, premiums and other debt related costs | **(22.0)** | (62.9) |
| Contributions from NIPSCO minority interest holders | **145.3** | 99.5 |
| Distribution to NIPSCO minority interest holders | **(55.5)** | (32.0) |
| Distributions to tax equity partners | **(12.8)** | (14.3) |
| Dividends paid - common stock | **(396.4)** | (357.0) |
| Dividends paid - preferred stock | **—** | (8.2) |
| **Net Cash Flows from (used for) Financing Activities** | **1,667.8** | (949.5) |
| Change in cash, cash equivalents and restricted cash | **(79.1)** | (2,122.3) |
| Cash, cash equivalents and restricted cash at beginning of period | **198.6** | 2,281.1 |
| **Cash, Cash Equivalents and Restricted Cash at End of Period** | $ **119.5** | $ 158.8 |

(1) Refer to Note 18, "Supplemental Disclosures of Cash Flow Information," for additional information.

**Reconciliation to Balance Sheet**

| Nine Months Ended September 30, *(in millions)* | 2025 |
|---|---|
| Cash and cash equivalents | **95.0** |
| Restricted cash | **24.5** |
| **Total Cash, Cash Equivalents and Restricted Cash** | **119.5** |

The accompanying Notes to Condensed Consolidated Financial Statements (unaudited) are an integral part of these statements.

**NiSource Inc.**
**Condensed Statements of Consolidated Equity (unaudited)**

| *(in millions)* | Common Stock | Preferred Stock | Treasury Stock | Additional Paid-In Capital | Retained Deficit | Accumulated Other Comprehensive Loss | Noncontrolling Interest in Consolidated Subsidiaries | Total |
|---|---|---|---|---|---|---|---|---|
| **Balance as of June 30, 2025** | **$ 4.7** | **$ —** | **$ (99.9)** | **$ 9,538.0** | **$ (532.1)** | **$ (28.2)** | **$ 2,114.4** | **$ 10,996.9** |
| Comprehensive Income: | | | | | | | | |
| Net income | — | — | — | — | 94.7 | — | 12.3 | 107.0 |
| Other comprehensive income, net of tax | — | — | — | — | — | 15.2 | — | 15.2 |
| Dividends: | | | | | | | | |
| Common stock ($0.280 per share) | — | — | — | — | (134.6) | — | — | (134.6) |
| Noncontrolling Interests: | | | | | | | | |
| Contributions from noncontrolling interests | — | — | — | — | — | — | 11.0 | 11.0 |
| Distributions to noncontrolling interests | — | — | — | — | — | — | (14.1) | (14.1) |
| Stock issuances: | | | | | | | | |
| Employee stock purchase plan | — | — | — | 1.9 | — | — | — | 1.9 |
| Long-term incentive plan | — | — | — | 7.2 | — | — | — | 7.2 |
| 401(k) and profit sharing | — | — | — | 2.4 | — | — | — | 2.4 |
| ATM program | 0.1 | — | — | 248.8 | — | — | — | 248.9 |
| **Balance as of September 30, 2025** | **$ 4.8** | **$ —** | **$ (99.9)** | **$ 9,798.3** | **$ (572.0)** | **$ (13.0)** | **$ 2,123.6** | **$ 11,241.8** |

| *(in millions)* | Common Stock | Preferred Stock | Treasury Stock | Additional Paid-In Capital | Retained Deficit | Accumulated Other Comprehensive Loss | Noncontrolling Interest in Consolidated Subsidiaries | Total |
|---|---|---|---|---|---|---|---|---|
| **Balance as of December 31, 2024** | **$ 4.7** | **$ —** | **$ (99.9)** | **$ 9,521.5** | **$ (711.7)** | **$ (30.4)** | **$ 1,984.1** | **$ 10,668.3** |
| Comprehensive Income: | | | | | | | | |
| Net income | — | — | — | — | 671.7 | — | 62.5 | 734.2 |
| Other comprehensive income, net of tax | — | — | — | — | — | 17.4 | — | 17.4 |
| Dividends: | | | | | | | | |
| Common stock ($1.120 per share) | — | — | — | — | (532.0) | — | — | (532.0) |
| Noncontrolling Interests: | | | | | | | | |
| Contributions from noncontrolling interests | — | — | — | — | — | — | 145.3 | 145.3 |
| Distributions to noncontrolling interests | — | — | — | — | — | — | (68.3) | (68.3) |
| Stock issuances: | | | | | | | | |
| Employee stock purchase plan | — | — | — | 5.5 | — | — | — | 5.5 |
| Long-term incentive plan | — | — | — | 15.3 | — | — | — | 15.3 |
| 401(k) and profit sharing | — | — | — | 7.2 | — | — | — | 7.2 |
| ATM program | 0.1 | — | — | 248.8 | — | — | — | 248.9 |
| **Balance as of September 30, 2025** | **$ 4.8** | **$ —** | **$ (99.9)** | **$ 9,798.3** | **$ (572.0)** | **$ (13.0)** | **$ 2,123.6** | **$ 11,241.8** |

Table of Contents



| *(in millions)* | Common Stock | Preferred Stock | Treasury Stock | Additional Paid-In Capital | Retained Deficit | Accumulated Other Comprehensive Loss | Noncontrolling Interest in Consolidated Subsidiaries | Total |
|---|---|---|---|---|---|---|---|---|
| **Balance as of June 30, 2024** | **$ 4.5** | **$ —** | **$ (99.9)** | **$ 8,894.2** | **$ (896.2)** | **$ (33.6)** | **$ 1,950.6** | **$ 9,819.6** |
| Comprehensive Income: | | | | | | | | |
| Net income | — | — | — | — | 85.7 | — | 11.3 | 97.0 |
| Other comprehensive income, net of tax | — | — | — | — | — | 4.0 | — | 4.0 |
| Dividends: | | | | | | | | |
| Common stock ($0.265 per share) | — | — | — | — | (124.4) | — | — | (124.4) |
| Noncontrolling Interests: | | | | | | | | |
| Contributions from noncontrolling interests | — | — | — | — | — | — | 39.8 | 39.8 |
| Distributions to noncontrolling interest | — | — | — | — | — | — | (17.9) | (17.9) |
| Stock issuances: | | | | | | | | |
| Employee stock purchase plan | — | — | — | 1.7 | — | — | — | 1.7 |
| Long-term incentive plan | — | — | — | 8.0 | — | — | — | 8.0 |
| 401(k) and profit sharing | — | — | — | 2.2 | — | — | — | 2.2 |
| ATM program | 0.2 | — | — | 498.6 | — | — | — | 498.8 |
| **Balance as of September 30, 2024** | **$ 4.7** | **$ —** | **$ (99.9)** | **$ 9,404.7** | **$ (934.9)** | **$ (29.6)** | **$ 1,983.8** | **$ 10,328.8** |

| *(in millions)* | Common Stock | Preferred Stock | Treasury Stock | Additional Paid-In Capital | Retained Deficit | Accumulated Other Comprehensive Loss | Noncontrolling Interest in Consolidated Subsidiaries | Total |
|---|---|---|---|---|---|---|---|---|
| **Balance as of December 31, 2023** | **$ 4.5** | **$ 486.1** | **$ (99.9)** | **$ 8,879.5** | **$ (967.0)** | **$ (33.6)** | **$ 1,866.7** | **$ 10,136.3** |
| Comprehensive Income: | | | | | | | | |
| Net income | — | — | — | — | 536.5 | — | 63.9 | 600.4 |
| Other comprehensive income, net of tax | — | — | — | — | — | 4.0 | — | 4.0 |
| Dividends: | | | | | | | | |
| Common stock ($1.060 per share) | — | — | — | — | (482.3) | — | — | (482.3) |
| Preferred stock (See Note 6) | — | — | — | — | (8.1) | — | — | (8.1) |
| Noncontrolling Interests: | | | | | | | | |
| Contributions from noncontrolling interests | — | — | — | — | — | — | 99.5 | 99.5 |
| Distributions to noncontrolling interest | — | — | — | — | — | — | (46.3) | (46.3) |
| Stock issuances (redemptions): | | | | | | | | |
| Series B and B-1 Preferred stock redemption | — | (486.1) | — | — | — | — | — | (486.1) |
| Series B and B-1 Preferred stock redemption premium | — | — | — | — | (14.0) | — | — | (14.0) |
| Employee stock purchase plan | — | — | — | 4.7 | — | — | — | 4.7 |
| Long-term incentive plan | — | — | — | 14.9 | — | — | — | 14.9 |
| 401(k) and profit sharing | — | — | — | 7.0 | — | — | — | 7.0 |
| ATM program | 0.2 | — | — | 498.6 | — | — | — | 498.8 |
| **Balance as of September 30, 2024** | **$ 4.7** | **$ —** | **$ (99.9)** | **$ 9,404.7** | **$ (934.9)** | **$ (29.6)** | **$ 1,983.8** | **$ 10,328.8** |

**NiSource Inc.**
**Condensed Statements of Consolidated Equity (unaudited) (continued)**

| **Shares** *(in thousands)* | **Preferred Shares** | **Common Shares** | **Common Treasury** | **Common Outstanding** |
|---|---|---|---|---|
| **Balance as of June 30, 2025** | **—** | **474,747** | **(3,963)** | **470,784** |
| Issued: | | | | |
| Employee stock purchase plan | — | 47 | — | 47 |
| Long-term incentive plan | — | 24 | — | 24 |
| 401(k) and profit sharing | — | 55 | — | 55 |
| ATM program | — | 6,226 | — | 6,226 |
| **Balance as of September 30, 2025** | **—** | **481,099** | **(3,963)** | **477,136** |

| **Shares** *(in thousands)* | **Preferred Shares** | **Common Shares** | **Common Treasury** | **Common Outstanding** |
|---|---|---|---|---|
| **Balance as of December 31, 2024** | **—** | **473,785** | **(3,963)** | **469,822** |
| Issued: | | | | |
| Employee stock purchase plan | — | 141 | — | 141 |
| Long-term incentive plan | — | 768 | — | 768 |
| 401(k) and profit sharing | — | 179 | — | 179 |
| ATM program | — | 6,226 | — | 6,226 |
| **Balance as of September 30, 2025** | **—** | **481,099** | **(3,963)** | **477,136** |

| **Shares** *(in thousands)* | **Preferred Shares** | **Common Shares** | **Common Treasury** | **Common Outstanding** |
|---|---|---|---|---|
| **Balance as of June 30, 2024** | **—** | **452,362** | **(3,963)** | **448,399** |
| Issued: | | | | |
| Employee stock purchase plan | — | 59 | — | 59 |
| Long-term incentive plan | — | 32 | — | 32 |
| 401(k) and profit sharing | — | 69 | — | 69 |
| ATM program | — | 18,148 | — | 18,148 |
| **Balance as of September 30, 2024** | **—** | **470,670** | **(3,963)** | **466,707** |

| **Shares** *(in thousands)* | **Preferred Shares** | **Common Shares** | **Common Treasury** | **Common Outstanding** |
|---|---|---|---|---|
| **Balance as of December 31, 2023** | **40** | **451,345** | **(3,963)** | **447,382** |
| Issued: | | | | |
| Employee stock purchase plan | — | 170 | — | 170 |
| Long-term incentive plan | — | 761 | — | 761 |
| 401(k) and profit sharing | — | 246 | — | 246 |
| ATM program | — | 18,148 | — | 18,148 |
| Redeemed: | | | | |
| Series B and B-1 Preferred Stock | (40) | — | — | — |
| **Balance as of September 30, 2024** | **—** | **470,670** | **(3,963)** | **466,707** |

The accompanying Notes to Condensed Consolidated Financial Statements (unaudited) are an integral part of these statements.

**NiSource Inc.**
**Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**

## 1. Basis of Accounting Presentation

Our accompanying Condensed Consolidated Financial Statements (unaudited) reflect all normal recurring adjustments that are necessary, in the opinion of management, to present fairly the results of operations in accordance with GAAP in the United States of America. The accompanying financial statements include the accounts of us, our majority-owned subsidiaries, and VIEs of which we are the primary beneficiary after the elimination of all intercompany accounts and transactions.

The accompanying financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024. Income for interim periods may not be indicative of results for the calendar year due to weather variations and other factors.

The Condensed Consolidated Financial Statements (unaudited) have been prepared pursuant to the rules and regulations of the SEC. Certain information and note disclosures normally included in annual financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to those rules and regulations, although we believe that the disclosures made in this Quarterly Report on Form 10-Q are adequate to make the information herein not misleading.

## 2. Recent Accounting Pronouncements

### Recently Issued Accounting Pronouncements

In September 2025, the FASB issued ASU 2025-06, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*. This pronouncement updates the guidance on capitalization of internal-use software, including removing the development stages utilized for evaluation of when certain activities are capital eligible. The ASU instead provides that an entity is required to start capitalizing eligible software development costs when (1) management has authorized and committed to funding the software project and (2) it is probable that the project will be completed and the software will be used to perform the function intended, which is referred to as the "probable-to-complete recognition threshold". This probable-to-complete threshold includes an evaluation of whether there is significant uncertainty associated with the development activities of the software. The ASU is effective for fiscal years beginning after December 15, 2027. We are currently evaluating the impacts this amendment will have on our internal-use software capitalization policy.

In November 2024, the FASB issued ASU 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40)*. This pronouncement requires disaggregated disclosure of income statement expenses for public business entities. The ASU requires disclosure in tabular format of disaggregation of relevant expense captions presented on the income statement by certain natural expense categories with certain related qualitative disclosures within the notes to the financial statements. The ASU does not change the expense captions an entity presents on the income statement. The ASU is effective for fiscal years beginning after December 15, 2026, and interim reporting periods within annual reporting periods beginning after December 15, 2027, as defined in ASU 2025-01, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40)*. We are currently evaluating the impacts this amendment will have on our required disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. This pronouncement enhances required income tax disclosures. The pronouncement will require disclosure of specific categories and reconciling items included in the rate reconciliation, disaggregation between federal, state and local income taxes paid, and disclosure of income taxes paid by jurisdictions over a certain threshold. Additionally, the pronouncement eliminates certain required disclosures related to unrecognized tax benefits. This ASU is effective for annual periods beginning after December 15, 2024, with early adoption permitted, and is to be applied on a prospective basis with retrospective application permitted. We will implement and provide the required disclosures in our Annual Report on Form 10-K for the year ended December 31, 2025.

### Recently Adopted Accounting Pronouncements

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. This pronouncement enhances annual and interim disclosure requirements over reportable segments, primarily through enhanced disclosures about significant segment expenses. Specifically, the pronouncement requires disclosure of significant segment expenses that are regularly provided to the CODM and included within each reported measure of segment profit or loss, disclosure of an amount for other segment items representing the difference between segment revenue and segment expenses already disclosed, disclosure of all required annual disclosures for interim periods and disclosure of title and

position of the CODM and how the CODM uses reported measures. The pronouncement also allows for more than one measure of segment profit if the CODM uses more than one measure in assessing segment performance. This pronouncement was effective for annual periods beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. NiSource adopted this pronouncement as of December 31, 2024, with retrospective application and updated its disclosures to include significant expenses regularly provided to the CODM, the CODM's title and how the CODM utilizes reported measures. See Note 16, "Business Segment Information," for further discussion.

## 3. Revenue Recognition

***Revenue Disaggregation and Reconciliation.*** We disaggregate revenue from contracts with customers based upon reportable segment, as well as by customer class. The Columbia Operations segment provides regulated natural gas service and transportation for residential, commercial and industrial customers in Ohio, Pennsylvania, Virginia, Kentucky, and Maryland. The NIPSCO Operations segment provides regulated gas and electric service in the northern part of Indiana.

The tables below reconcile revenue disaggregation by customer class to segment revenue, as well as to revenues reflected on the Condensed Statements of Consolidated Income (unaudited):

ITEM 1. FINANCIAL STATEMENTS (continued)

**NiSource Inc.**
**Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**

| Three months ended September 30, 2025 *(in millions)* | Columbia Operations | NIPSCO Operations | Corporate and Other | Total |
|---|---|---|---|---|
| ***Gas Distribution*** | | | | |
| Residential | $ 328.1 | $ 72.9 | $ — | $ 401.0 |
| Commercial | 95.1 | 32.2 | — | 127.3 |
| Industrial | 36.0 | 19.7 | — | 55.7 |
| Off-system | 13.8 | — | — | 13.8 |
| Miscellaneous[1] | 6.7 | 2.6 | — | 9.3 |
| **Subtotal** | $ 479.7 | $ 127.4 | $ — | $ 607.1 |
| ***Electric Generation and Power Delivery*** | | | | |
| Residential | $ — | $ 254.6 | $ — | $ 254.6 |
| Commercial | — | 210.6 | — | 210.6 |
| Industrial | — | 156.2 | — | 156.2 |
| Wholesale | — | 18.4 | — | 18.4 |
| Miscellaneous[1] | — | (6.7) | — | (6.7) |
| **Subtotal** | $ — | $ 633.1 | $ — | $ 633.1 |
| **Total Customer Revenues[2]** | 479.7 | 760.5 | — | 1,240.2 |
| **Other Revenues[3]** | 5.2 | 26.5 | 1.2 | 32.9 |
| **Total Operating Revenues** | $ 484.9 | $ 787.0 | $ 1.2 | $ 1,273.1 |

[1]Amounts included in Columbia Operations primarily relate to earnings share mechanisms and late fees. Amounts included in NIPSCO Operations primarily relate to late fees and property rentals.
[2]Customer revenue amounts exclude intersegment revenues. See Note 16, "Business Segment Information," for discussion of intersegment revenues.
[3]Amounts included in Columbia Operations primarily relate to alternative revenue programs including weather normalization adjustment mechanisms. Amounts included in NIPSCO Operations primarily relate to alternative revenue programs including weather normalization adjustment mechanisms, MISO multi-value projects and revenue from non-jurisdictional transmission assets. Amounts included in Corporate and Other primarily relate to products and services revenue.

| Three months ended September 30, 2024 *(in millions)* | Columbia Operations | NIPSCO Operations | Corporate and Other | Total |
|---|---|---|---|---|
| ***Gas Distribution*** | | | | |
| Residential | $ 296.9 | $ 66.8 | $ — | $ 363.7 |
| Commercial | 78.3 | 28.6 | — | 106.9 |
| Industrial | 32.0 | 16.4 | — | 48.4 |
| Off-system | 7.1 | — | — | 7.1 |
| Wholesale | 0.1 | — | — | 0.1 |
| Miscellaneous[1] | 2.9 | 1.9 | — | 4.8 |
| **Subtotal** | $ 417.3 | $ 113.7 | $ — | $ 531.0 |
| ***Electric Generation and Power Delivery*** | | | | |
| Residential | $ — | $ 197.9 | $ — | $ 197.9 |
| Commercial | — | 172.7 | — | 172.7 |
| Industrial | — | 124.8 | — | 124.8 |
| Wholesale | — | 15.0 | — | 15.0 |
| Public Authority | — | 2.0 | — | 2.0 |
| Miscellaneous[1] | — | 2.7 | — | 2.7 |
| **Subtotal** | $ — | $ 515.1 | $ — | $ 515.1 |
| **Total Customer Revenues[2]** | 417.3 | 628.8 | — | 1,046.1 |
| **Other Revenues[3]** | 6.1 | 23.8 | 0.3 | 30.2 |
| **Total Operating Revenues** | $ 423.4 | $ 652.6 | $ 0.3 | $ 1,076.3 |

[1]Amounts included in Columbia Operations primarily relate to earnings share mechanisms and late fees. Amounts included in NIPSCO Operations, primarily relate to revenue refunds, public repairs and property rentals. [2]Customer revenue amounts exclude intersegment revenues. See Note 16, "Business Segment Information," for discussion of intersegment revenues.
[3]Amounts included in Columbia Operations primarily relate to alternative revenue programs including weather normalization adjustment mechanisms. Amounts included in NIPSCO Operations primarily relate to alternative revenue programs including weather normalization adjustment mechanisms, MISO multi-value projects and revenue from non-jurisdictional transmission assets.

ITEM 1. FINANCIAL STATEMENTS (continued)

**NiSource Inc.**
**Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**

| Nine months ended September 30, 2025 *(in millions)* | Columbia Operations | NIPSCO Operations | Corporate and Other | Total |
|---|---|---|---|---|
| ***Gas Distribution*** | | | | |
| Residential | $ 1,576.3 | $ 478.5 | $ — | $ 2,054.8 |
| Commercial | 527.8 | 180.8 | — | $ 708.6 |
| Industrial | 121.5 | 73.7 | — | $ 195.2 |
| Off-system | 58.9 | — | — | $ 58.9 |
| Miscellaneous[(1)] | 27.4 | 10.6 | — | $ 38.0 |
| **Subtotal** | $ 2,311.9 | $ 743.6 | $ — | $ 3,055.5 |
| ***Electric Generation and Power Delivery*** | | | | |
| Residential | $ — | $ 586.4 | $ — | $ 586.4 |
| Commercial | — | 531.7 | — | $ 531.7 |
| Industrial | — | 432.3 | — | $ 432.3 |
| Wholesale | — | 37.9 | — | $ 37.9 |
| Miscellaneous[(1)] | — | (7.6) | — | $ (7.6) |
| **Subtotal** | $ — | $ 1,580.7 | $ — | $ 1,580.7 |
| **Total Customer Revenues[(2)]** | 2,311.9 | 2,324.3 | — | 4,636.2 |
| **Other Revenues[(3)]** | 14.8 | 84.7 | 3.6 | 103.1 |
| **Total Operating Revenues** | $ 2,326.7 | $ 2,409.0 | $ 3.6 | $ 4,739.3 |

[(1)]Amounts included in Columbia Operations primarily relate to earnings share mechanisms and late fees. Amounts included in NIPSCO Operations primarily relate to late fees and property rentals.
[(2)]Customer revenue amounts exclude intersegment revenues. See Note 16, "Business Segment Information," for discussion of intersegment revenues.
[(3)]Amounts included in Columbia Operations primarily relate to alternative revenue programs including weather normalization adjustment mechanisms. Amounts included in NIPSCO Operations primarily relate to alternative revenue programs including weather normalization adjustment mechanisms, MISO multi-value projects and revenue from non-jurisdictional transmission assets. Amounts included in Corporate and Other primarily relate to products and services revenue.

| Nine months ended September 30, 2024 *(in millions)* | Columbia Operations | NIPSCO Operations | Corporate and Other | Total |
|---|---|---|---|---|
| ***Gas Distribution*** | | | | |
| Residential | $ 1,257.2 | $ 357.5 | $ — | $ 1,614.7 |
| Commercial | 395.6 | 134.0 | — | $ 529.6 |
| Industrial | 105.1 | 56.3 | — | $ 161.4 |
| Off-system | 30.5 | — | — | $ 30.5 |
| Wholesale | 1.1 | — | — | $ 1.1 |
| Miscellaneous[(1)] | 15.4 | 12.5 | — | $ 27.9 |
| **Subtotal** | $ 1,804.9 | $ 560.3 | $ — | $ 2,365.2 |
| ***Electric Generation and Power Delivery*** | | | | |
| Residential | $ — | $ 498.6 | $ — | $ 498.6 |
| Commercial | — | 470.0 | — | $ 470.0 |
| Industrial | — | 360.4 | — | $ 360.4 |
| Wholesale | — | 32.4 | — | $ 32.4 |
| Public Authority | — | 6.0 | — | $ 6.0 |
| Miscellaneous[(1)] | — | 10.6 | — | $ 10.6 |
| **Subtotal** | $ — | $ 1,378.0 | $ — | $ 1,378.0 |
| **Total Customer Revenues[(2)]** | 1,804.9 | 1,938.3 | — | 3,743.2 |
| **Other Revenues[(3)]** | 59.6 | 63.9 | 0.6 | 124.1 |
| **Total Operating Revenues** | $ 1,864.5 | $ 2,002.2 | $ 0.6 | $ 3,867.3 |

[(1)]Amounts included in Columbia Operations primarily relate to earnings share mechanisms and late fees. Amounts included in NIPSCO Operations, primarily relate to revenue refunds, public repairs and property rentals. [(2)]Customer revenue amounts exclude intersegment revenues. See Note 16, "Business Segment Information," for discussion of intersegment revenues.
[(3)]Amounts included in Columbia Operations primarily relate to alternative revenue programs including weather normalization adjustment mechanisms. Amounts included in NIPSCO Operations primarily relate to alternative revenue programs including weather normalization adjustment mechanisms, MISO multi-value projects and revenue from non-jurisdictional transmission assets.

**NiSource Inc.**
**Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**

***Customer Accounts Receivable.*** Accounts receivable on our Condensed Consolidated Balance Sheets (unaudited) includes both billed and unbilled amounts, as well as certain amounts that are not related to customer revenues. Unbilled amounts of accounts receivable relate to a portion of a customer's consumption of gas or electricity from the date of the last cycle billing through the last day of the month (balance sheet date). Factors taken into consideration when estimating unbilled revenue include historical usage, customer rates, and weather. A significant portion of our operations are subject to seasonal fluctuations in sales. During the heating season, primarily from November through March, revenues and receivables from gas sales are more significant than in other months. The balances of customer receivables as of September 30, 2025 and December 31, 2024 are presented in the table below. We had no significant contract assets or liabilities during the period. Additionally, we have not incurred any significant costs to obtain or fulfill contracts.

| *(in millions)* | Customer Accounts Receivable, Billed (less reserve) | Customer Accounts Receivable, Unbilled (less reserve) |
|---|---|---|
| Balance as of December 31, 2024 | $ 525.1 | $ 408.1 |
| Balance as of September 30, 2025 | $ 444.6 | $ 219.5 |

Utility revenues are billed to customers monthly on a cycle basis. We expect that substantially all customer accounts receivable will be collected following customer billing, as this revenue consists primarily of periodic, tariff-based billings for service and usage. We maintain common utility credit risk mitigation practices, including requiring deposits and actively pursuing collection of past due amounts. Our regulated operations also utilize certain regulatory mechanisms that facilitate recovery of bad debt costs within tariff-based rates, which provides further evidence of collectibility. It is probable that substantially all of the consideration to which we are entitled from customers will be collected upon satisfaction of performance obligations.

***Allowance for Credit Losses.*** To evaluate for expected credit losses, customer account receivables are pooled based on similar risk characteristics, such as customer type, geography, payment terms, and related macro-economic risks. Expected credit losses are established using a model that considers historical collections experience, current information, and reasonable and supportable forecasts. Internal and external inputs are used in our credit model including, but not limited to, energy consumption trends, revenue projections, actual charge-offs data, recoveries data, shut-offs, customer delinquencies, final bill data, and inflation. We continuously evaluate available information relevant to assessing collectability of current and future receivables. We evaluate creditworthiness of specific customers periodically or following changes in facts and circumstances. When we become aware of a specific commercial or industrial customer's inability to pay, an allowance for expected credit losses is recorded for the relevant amount. We also monitor other circumstances that could affect our overall expected credit losses including, but not limited to, creditworthiness of overall population in service territories, adverse conditions impacting an industry sector, and current economic conditions.

**NiSource Inc.**
**Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**

At each reporting period, we record expected credit losses to an allowance for credit losses account. When deemed to be uncollectible, customer accounts are written-off. A rollforward of our allowance for credit losses as of September 30, 2025 and December 31, 2024 are presented in the table below:

| (*in millions*) | Columbia Operations | NIPSCO Operations | Corporate and Other | Total |
|---|---|---|---|---|
| **Balance as of December 31, 2024** | $ 9.8 | $ 13.9 | $ — | $ 23.7 |
| Current period provisions | 26.2 | 10.2 | — | 36.4 |
| Write-offs charged against allowance | (39.7) | (9.2) | — | (48.9) |
| Recoveries of amounts previously written off | 6.7 | 0.7 | — | 7.4 |
| **Balance as of September 30, 2025** | $ 3.0 | $ 15.6 | $ — | $ 18.6 |

| (*in millions*) | Columbia Operations | NIPSCO Operations | Corporate and Other | Total |
|---|---|---|---|---|
| **Balance as of December 31, 2023** | $ 10.2 | $ 11.9 | $ 0.8 | $ 22.9 |
| Current period provisions | 26.7 | 12.1 | — | 38.8 |
| Write-offs charged against allowance | (43.9) | (11.0) | (0.8) | (55.7) |
| Recoveries of amounts previously written off | 16.8 | 0.9 | — | 17.7 |
| **Balance as of December 31, 2024** | $ 9.8 | $ 13.9 | $ — | $ 23.7 |

## 4. Noncontrolling Interests

***Variable Interest Entities.*** A VIE is an entity in which the controlling interest is determined through means other than a majority voting interest. NIPSCO is the managing member and operator of two wind JVs, Rosewater and Indiana Crossroads Wind, which have 102 MW and 302 MW of nameplate capacity, respectively. NIPSCO is also the managing member and operator of two solar JVs, Indiana Crossroads Solar and Dunns Bridge I, which have a nameplate capacity of 200 MW and 265 MW, respectively. We have determined that these JVs are VIEs. NIPSCO controls decisions that are significant to these entities' ongoing operations and economic results. Therefore, we have concluded that NIPSCO is the primary beneficiary and have consolidated all four entities.

Members of each respective JV include NIPSCO (who is the managing member) and a tax equity partner. Earnings, tax attributes and cash flows are allocated to both NIPSCO and the tax equity partner in varying percentages by category and over the life of the partnership. NIPSCO and each tax equity partner contributed cash to the respective JV. Once the tax equity partner has earned their negotiated rate of return and have reached a stated contractual date, NIPSCO has the option to purchase the remaining interest in the respective JV, at fair market value, from the tax equity partner. NIPSCO has an obligation to purchase 100% of the electricity generated by each commercially operational JV.

We did not provide any financial or other support during the quarter that was not contractually required.

**NiSource Inc.**
**Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**

Our Condensed Consolidated Balance Sheets (unaudited) included the following assets and liabilities associated with VIEs.

| *(in millions)* | **September 30, 2025** | December 31, 2024 |
|---|---|---|
| Net property, plant and equipment | **$ 1,284.4** | $ 1,323.8 |
| Current assets | **59.6** | 65.0 |
| Total assets[(1)] | **1,344.0** | 1,388.8 |
| Current liabilities | **54.4** | 53.7 |
| Asset retirement obligations | **55.0** | 58.3 |
| Finance lease obligations | **40.2** | 40.4 |
| Total liabilities[(1)(2)] | **$ 149.6** | $ 152.4 |

[(1)]The assets of each consolidated VIE can only be used to settle obligations of the respective consolidated VIE. The creditors of the liabilities of the VIEs do not have recourse to the general credit of the primary beneficiary.
[(2)]In addition to the amounts disclosed above there is a de minimis amount of other noncurrent assets and liabilities at Rosewater as of September 30, 2025.

***Voting Interest Entities.*** We retain a controlling financial interest in NIPSCO Holdings II and its subsidiaries and consolidate their financial results. The following table provides information about the contributions from and distributions to our NIPSCO minority interest holders included in our Condensed Statements of Consolidated Cash Flows (unaudited) and Condensed Statements of Consolidated Equity (unaudited).

| | **Three Months Ended September 30,** | | **Nine Months Ended September 30,** | |
|---|---|---|---|---|
| *(in millions)* | **2025** | 2024 | **2025** | 2024 |
| Contributions from NIPSCO minority interest holders | **$ 11.0** | $ 39.8 | **$ 145.3** | $ 99.5 |
| Distributions to NIPSCO minority interest holders | **11.1** | 11.8 | **55.5** | 32.0 |

## 5. Earnings Per Share

The calculations of basic and diluted EPS are based on the weighted average number of shares of common stock and potential common stock outstanding during the period. Diluted EPS includes the incremental effects of the various long-term incentive compensation plans and ATM forward sale agreements under the treasury stock method when the impact would be dilutive (See Note 6, "Equity").

We use the two-class method of computing earnings per share because we have participating securities in the form of non-vested restricted stock units with a non-forfeitable right to dividend equivalents, for which vesting is predicated solely on the passage of time. The calculation of earnings per share using the two-class method excludes income attributable to these participating securities from the numerator and excludes the dilutive impact of those shares from the denominator.

The following table presents the calculation of our basic and diluted EPS:

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| *(in millions, except per share amounts)* | **2025** | 2024 | **2025** | 2024 |
| **Numerator:** | | | | |
| Net Income Available to Common Shareholders | **$ 94.7** | $ 85.7 | **$ 671.7** | $ 515.8 |
| Less: Income allocated to participating securities | **0.3** | 0.2 | **1.4** | 0.9 |
| Net Income Available to Common Shareholders - Basic | **94.4** | 85.5 | **670.3** | 514.9 |
| Net Income Available to Common Shareholders - Diluted | **$ 94.4** | $ 85.5 | **$ 670.3** | $ 514.9 |
| **Denominator:** | | | | |
| Average common shares outstanding - Basic | **472.1** | 451.9 | **471.1** | 449.4 |
| Dilutive potential common shares: | | | | |
| Shares contingently issuable under employee stock plans | **1.0** | 0.9 | **1.1** | 0.9 |
| Shares restricted under employee stock plans | **0.4** | 0.3 | **0.5** | 0.3 |
| ATM forward sale agreements | **0.2** | 1.4 | **0.1** | 0.8 |
| Average Common Shares - Diluted | **473.7** | 454.5 | **472.8** | 451.4 |
| **Earnings per common share:** | | | | |
| Basic | **$ 0.20** | $ 0.19 | **1.42** | 1.15 |
| Diluted | **$ 0.20** | $ 0.19 | **1.42** | 1.14 |

## 6. Equity

***ATM Program.*** In February 2024, we entered into eight separate equity distribution agreements pursuant to which we are able to sell up to an aggregate of $900.0 million of our common stock.

In February 2025, we executed a forward sale agreement, which allowed us to issue a fixed number of shares at a price to be settled in the future. The forward purchaser under our forward sale agreement borrowed 2,000,000 shares from third parties, which the forward purchaser sold, through its affiliated agent, at a weighted average price of $40.10 per share. In September 2025, we settled the forward sale agreement in shares for $80.0 million, based on a net price of $40.02 per share.

In March 2025, we executed a forward sale agreement, which allowed us to issue a fixed number of shares at a price to be settled in the future. The forward purchaser under our forward sale agreement borrowed 1,707,320 shares from third parties, which the forward purchaser sold, through its affiliated agent, at a weighted average price of $41.00 per share. In September 2025, we settled the forward sale agreement in shares for $69.9 million, based on a net price of $40.92 per share.

In June 2025, we executed a forward sale agreement, which allowed us to issue a fixed number of shares at a price to be settled in the future. The forward purchaser under our forward sale agreement borrowed 2,518,393 shares from third parties, which the forward purchaser sold, through its affiliated agent, at a weighted average price of $39.71 per share. In September 2025, we settled the forward sale agreement in shares for $99.1 million, based on a net price of $39.36 per share.

As of September 30, 2025, the ATM program had approximately $47.5 million of capacity available. The program expires on December 31, 2025.

***Series B and B-1 Preferred Stock.*** On March 15, 2024, we redeemed all 20,000 outstanding shares of Series B Preferred Stock for a redemption price of $25,000 per share and all 20,000 outstanding shares of Series B-1 Preferred Stock for a redemption price of $0.01 per share or $500.0 million in total.

There were no dividends declared per share for the Series B Preferred Stock during the three months ended September 30, 2025 and 2024. Dividends declared per share for the Series B Preferred Stock were zero and $406.25 during the nine months ended September 30, 2025 and 2024, respectively.

## 7. Short-Term Borrowings

We generate short-term borrowings from our revolving credit facility, commercial paper program, and accounts receivable transfer programs. Each of these borrowing sources is described further below.

***Revolving Credit Facility.*** We maintain a revolving credit facility to fund ongoing working capital requirements, including the provision of liquidity support for our commercial paper program, the issuance of letters of credit and general corporate purposes. Our revolving credit facility has a program limit of $1.85 billion and is comprised of a syndicate of banks. We had no outstanding borrowings under this facility as of September 30, 2025 and December 31, 2024.

***Commercial Paper Program.*** Our commercial paper program has a program limit of $1.85 billion. We had $1,060.0 million and $604.6 million of commercial paper outstanding with weighted-average interest rates of 4.40% and 4.73% as of September 30, 2025 and December 31, 2024, respectively.

***Accounts Receivable Transfer Programs.*** Columbia of Ohio, NIPSCO, and Columbia of Pennsylvania each maintain a receivables agreement whereby they transfer their customer accounts receivables to third-party financial institutions through consolidated special purpose entities. The three agreements expire between May 2026 and October 2026 and may be further extended if mutually agreed to by the parties thereto.

All receivables transferred to third parties are valued at face value, which approximates fair value due to their short-term nature. The amount of the undivided percentage ownership interest in the accounts receivables transferred is determined in part by required loss reserves under the agreements.

Transfers of accounts receivable are accounted for as secured borrowings resulting in the recognition of short-term borrowings on the Condensed Consolidated Balance Sheets (unaudited). As of September 30, 2025, the maximum amount of debt that could be borrowed related to our accounts receivable programs was $245.0 million.

We had $200.0 million and no short-term borrowings related to the securitization transactions as of September 30, 2025 and December 31, 2024, respectively.

For the nine months ended September 30, 2025 and 2024, $200.0 million and $(337.6) million, respectively, were recorded as cash flows from (used for) financing activities related to the change in short-term borrowings due to securitization transactions. Columbia of Ohio, NIPSCO and Columbia of Pennsylvania remain responsible for collecting on the receivables securitized, and the receivables cannot be transferred to another party.

Items listed above are presented net in the Condensed Statements of Consolidated Cash Flows (unaudited) as their maturities are less than 90 days.

## 8. Long-Term Debt

On March 27, 2025, we completed the issuance and sale of $750.0 million of 5.850% senior unsecured notes maturing in 2055, which resulted in approximately $739.6 million of net proceeds after discount and debt issuance costs.

On June 27, 2025, we completed the issuance and sale of an additional $750.0 million of 5.850% senior unsecured notes maturing in 2055 (the "2055 Notes"). The terms of the 2055 Notes, other than the issue date and the price to the public, are identical to the terms of, and constitute a reopening of, our 5.850% senior unsecured notes maturing in 2055 issued on March 27, 2025. With the incremental issuance, we now have $1.5 billion of 5.850% senior unsecured notes maturing in 2055. On June 27, 2025, we also completed the issuance and sale of $900.0 million of 5.350% senior unsecured notes maturing in 2035 (the "2035 Notes"). The issuances of the additional 2055 Notes and the 2035 Notes in June 2025 resulted in approximately $1.616 billion of total net proceeds after discount and debt issuance costs.

On August 15, 2025, we repaid $1,250.0 million of 0.95% senior unsecured notes at maturity.

## 9. Regulatory Matters

***Regulatory Assets and Liabilities.*** We follow the accounting and reporting requirements of ASC Topic 980, which provides that regulated entities account for and report assets and liabilities consistent with the economic effect of regulatory rate-making procedures when the rates established are designed to recover the costs of providing the regulated service and it is probable that such rates will be charged and collected from customers. Certain expenses and credits subject to utility regulation or rate determination normally reflected in income or expense are deferred on the balance sheet and are recognized in the income statement as the related amounts are included in customer rates and recovered from or refunded to customers. We assess the probability of collection for all of our regulatory assets each period. The offset to the regulatory liability associated with our renewable investments included in regulated rates is recorded in "Depreciation and amortization" on the Condensed Statements of Consolidated Income (unaudited).

***Renewable generation filings.*** In February 2025, NIPSCO filed a petition with the IURC to modify its February 2023 order that approved a power purchase agreement related to Templeton and allow for NIPSCO to fully own Templeton. The IURC issued an order on September 24, 2025 approving the filed petition.

***GenCo filing.*** In January 2025, GenCo, an indirect subsidiary of NiSource Inc., filed a declination of jurisdiction petition with the IURC related to the ownership, development, financing, construction and operation of generation facilities. This is an administrative filing and is a step in NIPSCO’s effort to set up a framework to accommodate megaload customers, including data centers. A settlement agreement among GenCo, NIPSCO, and a coalition of NIPSCO's largest industrial customers was approved by the IURC on September 24, 2025. In October 2025, the Indiana Office of the Utility Consumer Counselor ("OUCC") filed a limited Request for Rehearing with the IURC. Subsequently, the OUCC filed a Notice of Appeal of the IURC order approving the GenCo settlement, which was immediately stayed by the Court of Appeals to allow the IURC process to be completed.

***NIPSCO Electric rate case filing.*** On February 7, 2025, NIPSCO and certain intervening parties filed a Joint Stipulation and Settlement Agreement with the IURC. The IURC issued an order on June 26, 2025, approving the Settlement Agreement without modification. New rates were implemented in multiple steps beginning in July 2025 and will continue with the final step no later than March 2026.

## 10. Risk Management Activities

We are exposed to certain risks relating to our ongoing business operations; namely commodity price risk and interest rate risk. We recognize that the prudent and selective use of derivatives may help to limit volatility in the price of natural gas and manage interest rate exposure.

Risk management assets and liabilities on our derivatives are presented on the Condensed Consolidated Balance Sheets (unaudited) as shown below:

| | September 30, 2025 | | December 31, 2024 | |
|---|---|---|---|---|
| *(in millions)* | **Assets** | **Liabilities** | **Assets** | **Liabilities** |
| Current[1] | | | | |
| Derivatives not designated as hedging instruments | **$ 10.5** | **$ 2.8** | $ 9.1 | $ 2.3 |
| Total | **$ 10.5** | **$ 2.8** | $ 9.1 | $ 2.3 |
| Noncurrent[2] | | | | |
| Derivatives not designated as hedging instruments | **$ 12.8** | **$ 3.7** | $ 17.9 | $ 1.2 |
| Total | **$ 12.8** | **$ 3.7** | $ 17.9 | $ 1.2 |

[1]Current assets and liabilities are presented in "Other current assets" and "Other accruals", respectively, on the Condensed Consolidated Balance Sheets (unaudited).
[2]Noncurrent assets and liabilities are presented in "Deferred charges and other" and "Other noncurrent liabilities and deferred credits", respectively, on the Condensed Consolidated Balance Sheets (unaudited).

Our derivative instruments are subject to enforceable master netting arrangements or similar agreements. No collateral was either received or posted related to our outstanding derivative positions at September 30, 2025. If the above gross asset and liability positions were presented net of amounts owed or receivable from counterparties, we would report a net asset position of $16.8 million and $23.5 million at September 30, 2025 and December 31, 2024, respectively.

Derivatives Not Designated as Hedging Instruments

***Commodity price risk management.*** We, along with our utility customers, are exposed to variability in cash flows associated with natural gas purchases and volatility in natural gas prices. We purchase natural gas for sale and delivery to our retail, commercial and industrial customers, and for most customers the variability in the market price of gas is passed through in their rates. Some of our utility subsidiaries offer programs whereby variability in the market price of gas is assumed by the respective utility. The objective of our commodity price risk programs is to mitigate the gas cost variability on behalf of our customers associated with natural gas purchases or sales by economically hedging the various gas cost components using a combination of futures, options, forwards or other derivative contracts. At September 30, 2025 and December 31, 2024, we had 89.4 MMDth and 77.8 MMDth, respectively, of net energy derivative volumes outstanding related to our natural gas hedges.

NIPSCO has received approval for a program to lock in a fixed price for its natural gas customers using long-term forward purchase instruments and is limited to 20% of NIPSCO's average annual GCA purchase volume. As of September 30, 2025, the remaining terms of these instruments range from one to seven years. Likewise, Columbia of Pennsylvania has received approval for a 24-month rolling hedge program that will continue in perpetuity. The program is designed to financially hedge approximately 20% of the customers' annual demand. Under both programs all gains and losses on these derivative contracts are deferred as regulatory liabilities or assets and are remitted to or collected from customers through the relevant cost recovery mechanism.

The following table summarizes the gains and losses associated with the commodity price risk programs deferred as regulatory assets and liabilities:

| *(in millions)* | **September 30, 2025** | **December 31, 2024** |
|---|---|---|
| **Regulatory Assets** | | |
| Losses on commodity price risk programs | **$ 10.9** | $ 6.5 |
| **Regulatory Liabilities** | | |
| Gains on commodity price risk programs | **23.8** | 28.7 |

Our derivative instruments measured at fair value as of September 30, 2025 and December 31, 2024 do not contain any credit-risk-related contingent features.

Derivatives Designated as Hedging Instruments

***Interest rate risk management.*** As of September 30, 2025 and December 31, 2024 we had no active interest rate swap positions. We have recorded the overall net loss related to previously settled interest rate swaps in AOCI. The gain or loss associated with each previously settled interest rate swap is amortized in interest expense over the term of each corresponding debt issuance. These amounts were immaterial for the three and nine months ended September 30, 2025 and 2024 and are recorded in "Interest expense, net" on the Condensed Statements of Consolidated Income (unaudited). Amounts expected to be reclassified to earnings during the next twelve months are immaterial. See Note 15, "Accumulated Other Comprehensive Loss," for additional information.

## 11. Fair Value

### A. Fair Value Measurements

Recurring Fair Value Measurements

The following tables present financial assets and liabilities measured and recorded at fair value on our Condensed Consolidated Balance Sheets (unaudited) on a recurring basis and their level within the fair value hierarchy as of September 30, 2025 and December 31, 2024. As of September 30, 2025 and December 31, 2024, there were no material transfers between fair value hierarchies. Additionally, there were no changes in the method or significant assumptions used to estimate the fair value of our financial instruments.

| Recurring Fair Value Measurements September 30, 2025 *(in millions)* | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Balance as of September 30, 2025 |
|---|---|---|---|---|
| **Assets** | | | | |
| U.S. Treasury debt securities[1] | $ 4.0 | $ — | $ — | $ 4.0 |
| Risk management assets | — | 23.3 | — | 23.3 |
| Available-for-sale debt securities | — | 159.0 | — | 159.0 |
| Equity securities[2][3] | $ 8.5 | $ — | $ — | $ 8.5 |
| **Total** | **$ 12.5** | **$ 182.3** | **$ —** | **$ 194.8** |
| **Liabilities** | | | | |
| Risk management liabilities | $ — | $ 6.5 | $ — | $ 6.5 |
| **Total** | **$ —** | **$ 6.5** | **$ —** | **$ 6.5** |

[1]Treasury bills are presented in "Cash and cash equivalents" and "Restricted cash" on the Consolidated Balance Sheets.
[2]Equity securities are in a high dividend equity fund and are valued using market prices in active markets. Level 1 instrument valuations are obtained from real-time quotes for transactions in active exchange markets involving identical assets. Equity securities are presented in "Other Investments" on the Consolidated Balance Sheets.
[3]As of September 30, 2025, the investment cost of equity securities measured at fair value was $7.9 million, gross unrealized gains were $0.6 million, and the fair value was $8.5 million.

| Recurring Fair Value Measurements December 31, 2024 *(in millions)* | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) | Balance as of December 31, 2024 |
|---|---|---|---|---|
| **Assets** | | | | |
| U.S. Treasury debt securities[1] | $ 80.1 | $ — | $ — | $ 80.1 |
| Risk management assets | — | 27.0 | — | 27.0 |
| Available-for-sale debt securities | — | 86.7 | — | 86.7 |
| **Total** | **$ 80.1** | **$ 113.7** | **$ —** | **$ 193.8** |
| **Liabilities** | | | | |
| Risk management liabilities | $ — | $ 3.5 | $ — | $ 3.5 |
| **Total** | **$ —** | **$ 3.5** | **$ —** | **$ 3.5** |

[1]Treasury bills are presented in "Cash and cash equivalents" and "Restricted cash" on the Consolidated Balance Sheets.

*Level 1*- When utilized, exchange-traded derivative contracts are based on unadjusted quoted prices in active markets and are classified within Level 1. These financial assets and liabilities are secured with cash on deposit with the exchange; therefore, nonperformance risk has not been incorporated into these valuations. These financial assets and liabilities are deemed to be cleared and settled daily by NYMEX as the related cash collateral is posted with the exchange. As a result of this exchange rule, NYMEX derivatives are considered to have no fair value at the balance sheet date for financial reporting purposes, and are presented in Level 1 net of posted cash; however, the derivatives remain outstanding and are subject to future commodity price fluctuations until they are settled in accordance with their contractual terms.

*Level 2*- Certain non-exchange-traded derivatives are valued using broker or over-the-counter, on-line exchanges. In such cases, these non-exchange-traded derivatives are classified within Level 2. Non-exchange-based derivative instruments include swaps, forwards, and options. In certain instances, these instruments may utilize models to measure fair value taking into consideration credit risk. We use a similar model to value similar instruments. Valuation models utilize various inputs that include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, other observable inputs for the asset or liability and market-corroborated inputs, (i.e., inputs derived principally from or corroborated by observable market data by correlation or other means). Where observable inputs are available for substantially the full term of the asset or liability, the instrument is categorized within Level 2.

*Level 3*- Certain derivatives trade in less active markets with a lower availability of pricing information and models may be utilized in the valuation. When such inputs have a significant impact on the measurement of fair value, the instrument is categorized within Level 3.

***Risk Management Assets and Liabilities.*** Risk management assets and liabilities include exchange-traded NYMEX futures and NYMEX options and non-exchange-based forward purchase contracts. NIPSCO and Columbia of Pennsylvania have entered into long-term forward natural gas purchase instruments to lock in a fixed price for natural gas customers. We value these contracts using a pricing model that incorporates market-based information when available, as these instruments trade less frequently and are classified within Level 2 of the fair value hierarchy. For additional information, see Note 10, "Risk Management Activities."

***Available-for-Sale Debt Securities.*** Available-for-sale debt securities are investments pledged as collateral for trust accounts related to our wholly owned insurance company. We value U.S. Treasury, corporate debt and mortgage-backed securities using a matrix pricing model that incorporates market-based information. These securities trade less frequently and are classified within Level 2.

Our available-for-sale debt securities impairments are recognized periodically using an allowance approach. At each reporting date, we utilize a quantitative and qualitative review process to assess the impairment of available-for-sale debt securities at the individual security level. For securities in a loss position, we evaluate our intent to sell or whether it is more-likely-than-not that we will be required to sell the security prior to the recovery of its amortized cost. If either criteria is met, the loss is recognized in earnings immediately, with the offsetting entry to the carrying value of the security. If both criteria are not met, we perform an analysis to determine whether the unrealized loss is related to credit factors. The analysis focuses on a variety of factors that include, but are not limited to, downgrade on ratings of the security, defaults in the current reporting period or projected defaults in the future, the security's yield spread over treasuries, and other relevant market data. If the unrealized loss is not related to credit factors, it is included in other comprehensive income. If the unrealized loss is related to credit factors, the loss is recognized as credit loss expense in earnings during the period, with an offsetting entry to the allowance for credit losses. The amount of the credit loss recorded to the allowance account is limited by the amount at which the security's fair value is less than its amortized cost basis. If certain amounts recorded in the allowance for credit losses are deemed uncollectible, the allowance on the uncollectible portion will be charged off, with an offsetting entry to the carrying value of the security. Subsequent improvements to the estimated credit losses of available-for-sale debt securities will be recognized immediately in earnings. Continuous credit monitoring and portfolio credit balancing mitigates our risk of credit losses on our available-for-sale debt securities.

The amortized cost, gross unrealized gains and losses, allowance for credit losses, and fair value of available-for-sale securities at September 30, 2025 and December 31, 2024 were:

| September 30, 2025 *(in millions)* | Amortized Cost | Gross Unrealized Gains | Gross Unrealized Losses[1] | Allowance for Credit Losses | Fair Value |
|---|---|---|---|---|---|
| **Available-for-sale debt securities** | | | | | |
| U.S. Treasury debt securities | 10.6 | $ — | $ — | $ — | $ 10.6 |
| Corporate/Other debt securities | $ 149.8 | $ 2.3 | $ (3.6) | $ (0.1) | $ 148.4 |
| **Total** | **$ 160.4** | **$ 2.3** | **$ (3.6)** | **$ (0.1)** | **$ 159.0** |

| December 31, 2024 *(in millions)* | Amortized Cost | Gross Unrealized Gains | Gross Unrealized Losses[2] | Allowance for Credit Losses | Fair Value |
|---|---|---|---|---|---|
| **Available-for-sale debt securities** | | | | | |
| Corporate/Other debt securities | $ 91.9 | $ 0.5 | $ (5.6) | $ (0.1) | $ 86.7 |
| **Total** | **$ 91.9** | **$ 0.5** | **$ (5.6)** | **$ (0.1)** | **$ 86.7** |

[1]Fair value of U.S. Treasury debt securities and Corporate/Other debt securities in an unrealized loss position without an allowance for credit losses is $1.5 million and $55.9 million at September 30, 2025.

[2]Fair value of Corporate/Other debt securities in an unrealized loss position without an allowance for credit losses is $70.1 million at December 31, 2024.

The cost of maturities sold is based upon specific identification. Net realized gains and losses on available-for-sale securities were de minimis and $0.1 million for the three and nine months ended September 30, 2025, respectively, and $0.1 million and $0.5 million for the three and nine months ended September 30, 2024.

***Equity Investments.*** Investments measured at net asset value per share (or its equivalent) as a practical expedient have not been classified in the fair value hierarchy. These investments represent holdings in a single private investment fund that are redeemable at the election of the holder. As of September 30, 2025, the Company holds $17.9 million of equity investments measured at net asset value.

Non-recurring Fair Value Measurements

We measure the fair value of certain assets, primarily goodwill, on a non-recurring basis, typically when events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable.

**B. Other Fair Value Disclosures for Financial Instruments.** The carrying amount of cash and cash equivalents, restricted cash, notes receivable, customer deposits and short-term borrowings is a reasonable estimate of fair value due to their liquid or short-term nature. Our long-term borrowings are recorded at historical amounts.

The following method and assumptions were used to estimate the fair value of each class of financial instruments.

***Long-term Debt.*** The fair value of outstanding long-term debt is estimated based on the quoted market prices for the same or similar securities. Certain premium costs associated with the early settlement of long-term debt are not taken into consideration in determining fair value. These fair value measurements are classified within Level 2 of the fair value hierarchy. As of September 30, 2025, there was no change in the method or significant assumptions used to estimate the fair value of long-term debt.

The carrying amount and estimated fair values of these financial instruments were as follows:

| *(in millions)* | **Carrying Amount as of September 30, 2025** | **Estimated Fair Value as of September 30, 2025** | Carrying Amount as of Dec. 31, 2024 | Estimated Fair Value as of Dec. 31, 2024 |
|---|---|---|---|---|
| Long-term debt (including current portion) | **$ 14,503.4** | **$ 14,050.3** | $ 13,355.7 | $ 12,505.2 |

## 12. Income Taxes

Our interim effective tax rates reflect the estimated annual effective tax rates for 2025 and 2024 applied to year-to-date pretax income, adjusted for tax expense associated with certain discrete items. The effective tax rates for the three months ended September 30, 2025 and 2024 were 16.1% and 14.1%, respectively. The effective tax rates for the nine months ended September 30, 2025 and 2024 were 17.0% and 15.4%, respectively. These effective tax rates differ from the federal statutory tax rate of 21% primarily due to net income attributable to noncontrolling interest, amortization of excess deferred income taxes, federal tax credits net of deferred regulatory liabilities, state income taxes, and other permanent book-to-tax differences.

The increase in the three month effective tax rate of 2.0% in 2025 compared to 2024 is primarily driven by changes in net income attributable to noncontrolling interest, lower AFUDC equity and increases to other permanent differences, partially offset by lower state income taxes.

The increase in the nine month effective tax rate of 1.6% in 2025 compared to 2024 is primarily driven by lower AFUDC equity and changes in net income attributable to noncontrolling interest.

As of September 30, 2025, there have been no material changes to our unrecognized tax benefits or possible changes that could reasonably be expected to occur during the next twelve months. See Note 15 to the Company’s Consolidated Financial Statements in the Annual Report on Form 10-K for the year ended December 31, 2024, for a discussion of these unrecognized tax benefits.

On July 4, 2025, President Donald J. Trump enacted the One Big Beautiful Bill Act ("OBBBA"), which introduced significant federal tax and spending reforms. After evaluation, management determined that the OBBBA does not currently have a material effect on the Company’s financial statements. The Company will continue to monitor the bill’s implementation and will update its financial disclosures as needed should material impacts arise under applicable accounting standards.

## 13. Pension and Other Postemployment Benefits

We provide defined contribution plans and noncontributory defined benefit retirement plans that cover certain of our employees. Benefits under the defined benefit retirement plans reflect the employees' compensation, years of service and age at retirement. Additionally, we provide health care and life insurance benefits for certain retired employees. Certain active employees may become eligible for these benefits if they reach retirement age while working for us. The expected cost of such benefits is accrued during the employees' years of service. We determined that, for certain rate-regulated subsidiaries, the future recovery of postretirement benefit costs is probable, and we record regulatory assets and liabilities for amounts that would otherwise have been recorded to expense or accumulated other comprehensive loss. Current rates of rate-regulated companies include postretirement benefit costs, including amortization of the regulatory assets and liabilities that arose prior to inclusion of these costs in rates. For most plans, cash contributions are remitted to grantor trusts.

For the nine months ended September 30, 2025 and 2024, we contributed $1.5 million and $1.9 million, respectively, to our pension plans and $15.4 million and $18.3 million, respectively, to our OPEB plans.

The following table provides the components of the plans' actuarially determined net periodic benefit cost for the three and nine months ended September 30, 2025 and 2024:

| | Pension Benefits | | OPEB | |
|---|---|---|---|---|
| Three Months Ended September 30, *(in millions)* | **2025** | 2024 | **2025** | 2024 |
| **Components of Net Periodic Benefit Cost**[1] | | | | |
| Service cost | **$ 4.9** | $ 5.5 | **$ 1.0** | $ 1.3 |
| Interest cost | **16.0** | 16.3 | **5.6** | 5.5 |
| Expected return on assets | **(23.1)** | (23.8) | **(4.2)** | (4.0) |
| Amortization of prior service credit | **—** | — | **(0.4)** | (0.4) |
| Recognized actuarial loss | **6.4** | 7.2 | **0.4** | 0.8 |
| Settlement loss | **5.6** | 5.9 | **—** | — |
| **Total Net Periodic Benefit Cost** | **$ 9.8** | $ 11.1 | **$ 2.4** | $ 3.2 |

[1]The service cost component and all non-service cost components of net periodic benefit (income) cost are presented in "Operation and maintenance" and "Other, net," respectively, on the Condensed Statements of Consolidated Income (unaudited).

| | Pension Benefits | | OPEB | |
|---|---|---|---|---|
| Nine Months Ended September 30, *(in millions)* | **2025** | 2024 | **2025** | 2024 |
| **Components of Net Periodic Benefit Cost**[1] | | | | |
| Service cost | **$ 14.7** | $ 16.4 | **$ 3.0** | $ 3.9 |
| Interest cost | **48.0** | 48.9 | **16.8** | 16.4 |
| Expected return on assets | **(69.3)** | (71.4) | **(12.6)** | (12.0) |
| Amortization of prior service credit | **—** | — | **(1.2)** | (1.2) |
| Recognized actuarial loss | **19.2** | 21.6 | **1.2** | 2.4 |
| Settlement loss | **5.6** | 5.9 | **—** | — |
| **Total Net Periodic Benefit Cost** | **$ 18.2** | $ 21.4 | **$ 7.2** | $ 9.5 |

[1]The service cost component and all non-service cost components of net periodic benefit (income) cost are presented in "Operation and maintenance" and "Other, net," respectively, on the Condensed Statements of Consolidated Income (unaudited).

During the three months ended September 30, 2025, one of our qualified pension plans met the requirement for settlement accounting. A one-time settlement charge of $5.6 million was recorded during the three months ended September 30, 2025.

In August 2025, we communicated to plan participants of one of our OPEB plans the intention to move from a group self-insured Medicare supplemental health plan to a Sponsored Health Reimbursement Account, with eligible retirees electing coverage through a Healthcare Exchange. This change will become effective on January 1, 2026. Given the intention of the plan and communication to participants, this was considered a plan amendment at the time of communication. This plan amendment triggered remeasurement of this plan, resulting in a decrease to the OPEB regulatory asset of $5.7 million, a decrease to OPEB

liability of $23.3 million, and an increase to accumulated other comprehensive loss of $17.6 million. Net periodic OPEB benefit cost for 2025 decreased by $1.7 million as a result of the interim remeasurement.

In line with the remeasurement, key inputs, economic assumptions, and demographic assumptions changed to calculate the updated OPEB benefit obligation and the net periodic benefit cost at the interim remeasurement date for the plan that triggered settlement accounting. For remeasurement, we used a weighted-average discount rate of 5.53%, a weighted-average health care trend rate of 9.97% for next year and ultimate trend rate of 4.75% to be reached in 2034, and weighted-average expected return on assets of 6.88%.

## 14. Other Commitments and Contingencies

**A. Guarantees and Indemnities.** We and certain of our subsidiaries enter into various agreements providing financial or performance assurance to third parties on behalf of certain subsidiaries as a part of normal business. Such agreements include guarantees and stand-by letters of credit. These agreements are entered into primarily to support or enhance the creditworthiness otherwise attributed to a subsidiary on a stand-alone basis, thereby facilitating the extension of sufficient credit to accomplish the subsidiaries' intended commercial purposes. As of September 30, 2025 and December 31, 2024, we had issued letters of credit of $119.0 million and $9.4 million, respectively, for the benefit of third parties.

We provide guarantees related to our future performance under BTAs for our renewable generation projects. At September 30, 2025 and December 31, 2024, our guarantees for multiple BTAs totaled $29.2 million and $1,127.5 million, respectively. The amount of each guaranty will decrease upon the substantial completion of the construction of the facilities. See "- D. Other Matters - Generation Transition," below for more information.

We provide guarantees related to some of our rail and pipeline service agreements. As of September 30, 2025 and December 31, 2024, if we do not meet our contractual obligations under the terms of these agreements we would be required to pay up to a maximum of $52.0 million and $61.7 million, respectively.

**B. Legal Proceedings.** From time to time, various legal and regulatory claims and proceedings are pending or threatened against the Company and its subsidiaries. While the amounts claimed may be substantial, the Company is unable to predict with certainty the ultimate outcome of such claims and proceedings. The Company establishes reserves whenever it believes it to be appropriate for pending litigation matters. However, the actual results of resolving the pending litigation matters may be substantially higher than the amounts reserved. If one or more matters were decided against us, the effects could be material to our results of operations in the period in which we would be required to record or adjust the related liability and could also be material to our cash flows in the periods that we would be required to pay such liability. Due to the inherent uncertainty of litigation, there can be no assurance that the resolution of any particular claim, proceeding or investigation would not have a material adverse effect on our results of operations, financial position or liquidity.

***Other Claims and Proceedings.*** We are also party to other claims, regulatory and legal proceedings arising in the ordinary course of business in each state in which we have operations, and based upon an investigation of these matters and discussion with legal counsel, we believe the ultimate outcome of such other legal proceedings to be individually, or in aggregate, not material at this time.

**C. Environmental Matters.** Our operations are subject to environmental statutes and regulations related to air quality, water quality, hazardous waste and solid waste. We believe that we are in substantial compliance with the environmental regulations currently applicable to our operations.

It is management's continued intent to address environmental issues in cooperation with regulatory authorities in such a manner as to achieve mutually acceptable compliance plans. However, there can be no assurance that fines and penalties will not be incurred. Management expects a majority of environmental assessment and remediation costs and asset retirement costs, further described below, to be recoverable through rates.

As of September 30, 2025 and December 31, 2024, we had recorded a liability of $84.6 million and $91.8 million, respectively, to cover environmental remediation at various sites. This liability is included in "Other accruals" and "Other noncurrent liabilities and deferred credits" in the Condensed Consolidated Balance Sheets (unaudited). We recognize costs associated with environmental remediation obligations when the incurrence of such costs is probable and the amounts can be reasonably estimated. The original estimates for remediation activities may differ materially from the amount ultimately expended. The actual future expenditures depend on many factors, including laws and regulations, the nature and extent of impact and the

method of remediation. These expenditures are not currently estimable at some sites. We periodically adjust our liability as information is collected and estimates become more refined.

***CERCLA.*** Our subsidiaries are potentially responsible parties at waste disposal sites under CERCLA and similar state laws. Under CERCLA, each potentially responsible party can be held jointly, severally and strictly liable for the remediation costs as the EPA, or state, can allow the parties to pay for remedial action or perform remedial action themselves and request reimbursement from the potentially responsible parties. Our affiliates have retained CERCLA environmental liabilities, including remediation liabilities, associated with certain current and former operations. At this time, we cannot estimate the full cost of remediating properties that have not yet been investigated, but it is possible that the future costs could be material to the Condensed Consolidated Financial Statements (unaudited).

***MGP.*** We maintain a program to identify and investigate former MGP sites where our subsidiaries or predecessors may have liability. The program has identified 51 such sites where liability is probable. Remedial actions at many of these sites are being overseen by state or federal environmental agencies through consent agreements or voluntary remediation agreements.

We utilize a probabilistic model to estimate our future remediation costs related to MGP sites. The model was prepared with the assistance of a third party and incorporates our experience and general industry experience with remediating MGP sites. We perform an annual update of the model in the second quarter each year. No material changes to the estimated future remediation costs were identified during the update completed as of June 30, 2025. Our total estimated liability related to the facilities subject to remediation was $77.3 million and $86.4 million at September 30, 2025 and December 31, 2024, respectively. The liability represents our best estimate of the probable cost to remediate the MGP sites. Our model indicates that it is reasonably possible that remediation costs could vary by as much as $16.5 million and $16.3 million at September 30, 2025 and December 31, 2024, respectively, in addition to the costs noted above. Remediation costs are estimated based on the best available information, applicable remediation standards at the balance sheet date and experience with similar facilities.

***CCRs.*** NIPSCO continues to meet the compliance requirements established by the EPA for the regulation of CCRs. The CCR rule requirements currently in effect required revisions to previously recorded legal obligations associated with the retirement of certain NIPSCO facilities. The actual asset retirement costs related to the CCR rule may vary substantially from the estimates used to record the increased asset retirement obligation due to the uncertainty about the requirements that will be established by environmental authorities, compliance strategies that will be used, and the preliminary nature of available data used to estimate costs. As allowed by the rule, NIPSCO will continue to collect data over time to determine the specific compliance solutions and associated costs and, as a result, the actual costs may vary.

On May 8, 2024, the EPA finalized changes to the current CCR regulations ("Legacy CCR Rule"), which address inactive surface impoundments at inactive facilities, referred to as legacy impoundments, and CCR management units ("CCRMUs") at inactive and active facilities. The rule largely requires these newly regulated units to conform to existing requirements, such as groundwater monitoring, closure requirements, and post-closure care. In the second quarter of 2025, we accrued an additional $38.8 million to cover probable and estimable compliance activities associated with the Legacy CCR Rule. NIPSCO continues to assess whether existing legal obligations associated with the retirement of certain facilities must be revised and to estimate probable additional required asset retirement costs. NIPSCO expects to receive recovery of any such costs through existing and future depreciation rates.

**D. Other Matters.**

***Generation Transition.*** NIPSCO has executed several BTAs with developers to construct renewable generation facilities. In October 2024, NIPSCO contracted with a developer to convert the previously approved Templeton PPA to a BTA and in February 2025 filed a CPCN with the IURC seeking approval of the full ownership BTA structure. In September 2025, the IURC granted NIPSCO a CPCN to acquire Templeton through the full ownership BTA structure. NIPSCO's purchase obligation under Templeton is dependent on timely completion of construction. Certain agreements require NIPSCO to make partial payments upon the developer's completion of significant construction milestones.

In January 2025, the Fairbanks project achieved mechanical completion, resulting in NIPSCO making a $336.6 million payment to the developer. In May 2025, the Fairbanks project achieved substantial completion, resulting in NIPSCO making a $141.4 million payment to the developer in June 2025.

In January 2025, the Dunns Bridge II project achieved substantial completion, resulting in NIPSCO making a $217.6 million payment to the developer in February 2025.

In June 2025, the Gibson project achieved mechanical completion, resulting in NIPSCO making a $262.4 million payment to the developer. In August 2025, the Gibson project achieved substantial completion, resulting in NIPSCO making a $133.7 million payment to the developer in September 2025.

***EPC Agreements.*** GenCo has entered into certain EPC contracts to construct generation capacity assets to support the Data Center Contract, requiring payments at specified periods. The assets contemplated by these contracts are subject to IURC approval. We may terminate for convenience the EPC Contracts and pay certain incurred project costs and termination fees if the Data Center Contract is terminated or IURC approval of the underlying assets is not obtained.

**NiSource Inc.**
**Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**

## 15. Accumulated Other Comprehensive Loss

The following tables display the components of Accumulated Other Comprehensive Loss, net of tax:

| *(in millions)* | Gains and Losses on Securities[1] | Gains and Losses on Cash Flow Hedges[1] | Pension and OPEB Items[1] | Accumulated Other Comprehensive Loss[1] |
|---|---|---|---|---|
| Balance as of June 30, 2025 | $ (2.2) | $ (13.4) | $ (12.6) | $ (28.2) |
| Other comprehensive income before reclassifications | 1.3 | — | 13.8 | 15.1 |
| Amounts reclassified from accumulated other comprehensive loss | — | (0.1) | 0.2 | 0.1 |
| Net current-period other comprehensive income (loss) | 1.3 | (0.1) | 14.0 | 15.2 |
| **Balance as of September 30, 2025** | **$ (0.9)** | **$ (13.5)** | **$ 1.4** | **$ (13.0)** |

[1]All amounts are net of tax. Amounts in parentheses indicate debits.

| *(in millions)* | Gains and Losses on Securities[1] | Gains and Losses on Cash Flow Hedges[1] | Pension and OPEB Items[1] | Accumulated Other Comprehensive Loss[1] |
|---|---|---|---|---|
| Balance as of December 31, 2024 | $ (4.0) | $ (13.2) | $ (13.2) | $ (30.4) |
| Other comprehensive income before reclassifications | 3.1 | — | 13.9 | 17.0 |
| Amounts reclassified from accumulated other comprehensive loss | — | (0.3) | 0.7 | 0.4 |
| Net current-period other comprehensive income (loss) | 3.1 | (0.3) | 14.6 | 17.4 |
| **Balance as of September 30, 2025** | **$ (0.9)** | **$ (13.5)** | **$ 1.4** | **$ (13.0)** |

[1]All amounts are net of tax. Amounts in parentheses indicate debits.

| *(in millions)* | Gains and Losses on Securities[1] | Gains and Losses on Cash Flow Hedges[1] | Pension and OPEB Items[1] | Accumulated Other Comprehensive Loss[1] |
|---|---|---|---|---|
| Balance as of June 30, 2024 | $ (7.6) | $ (13.0) | $ (13.0) | $ (33.6) |
| Other comprehensive income (loss) before reclassifications | 3.5 | 0.4 | (0.1) | 3.8 |
| Amounts reclassified from accumulated other comprehensive loss | — | (0.5) | 0.7 | 0.2 |
| Net current-period other comprehensive income (loss) | 3.5 | (0.1) | 0.6 | 4.0 |
| Balance as of September 30, 2024 | $ (4.1) | $ (13.1) | $ (12.4) | $ (29.6) |

[1]All amounts are net of tax. Amounts in parentheses indicate debits.

| *(in millions)* | Gains and Losses on Securities[1] | Gains and Losses on Cash Flow Hedges[1] | Pension and OPEB Items[1] | Accumulated Other Comprehensive Loss[1] |
|---|---|---|---|---|
| Balance as of December 31, 2023 | $ (7.3) | $ (12.8) | $ (13.5) | $ (33.6) |
| Other comprehensive income (loss) before reclassifications | 2.8 | — | (0.1) | 2.7 |
| Amounts reclassified from accumulated other comprehensive loss | 0.4 | (0.3) | 1.2 | 1.3 |
| Net current-period other comprehensive income (loss) | 3.2 | (0.3) | 1.1 | 4.0 |
| Balance as of September 30, 2024 | $ (4.1) | $ (13.1) | $ (12.4) | $ (29.6) |

[1]All amounts are net of tax. Amounts in parentheses indicate debits.

## 16. Business Segment Information

Our reportable segments reflect the manner in which our business is managed and our resources are allocated. Our operations are divided into two primary reportable segments, the Columbia Operations and the NIPSCO Operations segments. Columbia Operations aggregates the results of the fully regulated and wholly owned subsidiaries of NiSource Gas Distribution Group, Inc. (a holding company that owns Columbia of Kentucky, Columbia of Maryland, Columbia of Ohio, Columbia of Pennsylvania, and Columbia of Virginia). Each Columbia distribution company is an operating segment which we aggregate to form the Columbia Operations reportable segment. NIPSCO Operations includes the results of NIPSCO Holdings I and its majority-owned subsidiaries, including NIPSCO, which has regulated gas and electric operations in northern Indiana.

The remainder of our operations, which are not significant enough on a stand-alone basis to warrant treatment as a reportable segment, are presented as "Corporate and Other" and primarily are comprised of interest expense on holding company debt and unallocated corporate costs and activities. Refer to Note 3, "Revenue Recognition," for additional information on our segments and their sources of revenues. The following table provides information about our reportable segments. We use operating income as the primary measurement of performance for each of the reportable segments and make decisions on financing, dividends and taxes at the corporate level on a consolidated basis. We provide this measure to our CODM, the CEO, who utilizes it to assess performance and allocation of resources at the operating segment level based on budget-to-actual and actual-to-actual variances. Segment revenues include intersegment sales to affiliated subsidiaries, which are eliminated in consolidation. Affiliated sales are recognized on the basis of prevailing market, regulated prices or at levels provided for under contractual agreements. Operating income is derived from revenues and expenses directly associated with each segment.

Three Months Ended September 30, 2025

| *(in millions)* | **Columbia Operations** | **NIPSCO Operations** | **Total of Reportable Segments** |
|---|---|---|---|
| **Operating Revenues** | | | |
| External Revenue | $ 484.9 | $ 787.0 | $ 1,271.9 |
| Intersegment Revenue | 3.3 | 0.3 | 3.6 |
| **Total Operating Revenue** | **$ 488.2** | **$ 787.3** | **$ 1,275.5** |
| | | | |
| Cost of energy | 58.5 | 135.2 | 193.7 |
| O&M | 212.8 | 215.1 | 427.9 |
| Depreciation | 112.7 | 185.3 | 298.0 |
| Total other taxes | 52.0 | 19.1 | 71.1 |
| Other segment items[1] | 0.1 | — | 0.1 |
| **Operating Income** | **$ 52.1** | **$ 232.6** | **$ 284.7** |

[1]Other segment items consists of Loss on Sale or Impairment of Assets and other segment income or expenses deemed insignificant which are used to reach our measurement of segment profit or loss, Operating Income.

Table of Contents

ITEM 1. FINANCIAL STATEMENTS (continued)

**NiSource Inc.**
**Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**

Three Months Ended September 30, 2024

| *(in millions)* | Columbia Operations | NIPSCO Operations | Total of Reportable Segments |
|---|---|---|---|
| **Operating Revenues** | | | |
| External Revenue | $ 423.4 | $ 652.6 | $ 1,076.0 |
| Intersegment Revenue | 3.3 | 0.3 | 3.6 |
| **Total Operating Revenue** | **426.7** | **652.9** | **1,079.6** |
| | | | |
| Cost of energy | 34.2 | 131.7 | 165.9 |
| O&M | 202.9 | 177.7 | 380.6 |
| Depreciation | 103.0 | 156.8 | 259.8 |
| Total other taxes | 45.4 | 15.4 | 60.8 |
| **Operating Income** | **$ 41.2** | **$ 171.3** | **$ 212.5** |

Nine Months Ended September 30, 2025

| *(in millions)* | Columbia Operations | NIPSCO Operations | Total of Reportable Segments |
|---|---|---|---|
| **Operating Revenues** | | | |
| External Revenue | $ 2,326.7 | $ 2,409.0 | $ 4,735.7 |
| Intersegment Revenue | 10.0 | 0.8 | 10.8 |
| **Total Operating Revenue** | **$ 2,336.7** | **$ 2,409.8** | **$ 4,746.5** |
| | | | |
| Cost of energy | 548.7 | 554.3 | 1,103.0 |
| O&M | 663.5 | 628.1 | 1,291.6 |
| Depreciation | 332.6 | 492.5 | 825.1 |
| Total other taxes | 171.4 | 55.7 | 227.1 |
| Other segment items[1] | 0.4 | 0.7 | 1.1 |
| **Operating Income** | **$ 620.1** | **$ 678.5** | **$ 1,298.6** |

[1]Other segment items consists of Loss on Sale or Impairment of Assets and other segment income or expenses deemed insignificant which are used to reach our measurement of segment profit or loss, Operating Income.

**NiSource Inc.**
**Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**

Nine Months Ended September 30, 2024

| *(in millions)* | Columbia Operations | NIPSCO Operations | Total of Reportable Segments |
|---|---|---|---|
| **Operating Revenues** | | | |
| External Revenue | $ 1,864.5 | $ 2,002.2 | $ 3,866.7 |
| Intersegment Revenue | 9.6 | 0.8 | 10.4 |
| **Total Operating Revenue** | **1,874.1** | **2,003.0** | **3,877.1** |
| | | | |
| Cost of energy | 319.3 | 436.3 | 755.6 |
| O&M | 604.9 | 556.5 | 1,161.4 |
| Depreciation | 300.6 | 432.5 | 733.1 |
| Total other taxes | 149.5 | 47.8 | 197.3 |
| Other segment items[1] | — | (0.1) | (0.1) |
| **Operating Income** | **$ 499.8** | **$ 530.0** | **$ 1,029.8** |

[1]Other segment items consists of (Gain) on Sale or Impairment of Assets and other segment income or expenses deemed insignificant which are used to reach our measurement of segment profit or loss, Operating Income.

The following table provides information about the assets of our reportable segments included in the Condensed Consolidated Balance Sheets (unaudited):

| *(in millions)* | **September 30, 2025** | December 31, 2024 |
|---|---|---|
| **Assets** | | |
| Columbia Operations | **$ 15,267.9** | $ 14,769.5 |
| NIPSCO Operations | **17,834.8** | 15,823.5 |
| Corporate and Other | **1,300.2** | 1,195.1 |
| **Consolidated Assets** | **$ 34,402.9** | $ 31,788.1 |

To reconcile the segment tables above to consolidated NiSource:

Three Months Ended September 30, 2025

| *(in millions)* | Total Reportable Segments | Corporate and Other | Eliminations | Consolidated NiSource |
|---|---|---|---|---|
| **Total Operating Revenue** | $ 1,275.5 | $ 151.8 | $ (154.2) | **$ 1,273.1** |
| **Operating Income** | 284.7 | 12.8 | — | **297.5** |

Three Months Ended September 30, 2024

| *(in millions)* | Total Reportable Segments | Corporate and Other | Eliminations | Consolidated NiSource |
|---|---|---|---|---|
| **Total Operating Revenue** | $ 1,079.6 | $ 145.9 | $ (149.2) | **$ 1,076.3** |
| **Operating Income** | 212.5 | 5.8 | — | **218.3** |

**NiSource Inc.**
**Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**

| Nine Months Ended September 30, 2025 | | | | |
|---|---|---|---|---|
| *(in millions)* | **Total Reportable Segments** | **Corporate and Other** | **Eliminations** | **Consolidated NiSource** |
| **Total Operating Revenue** | $ 4,746.5 | $ 441.8 | $ (449.0) | **$ 4,739.3** |
| **Operating Income** | 1,298.6 | 21.2 | — | **1,319.8** |

| Nine Months Ended September 30, 2024 | | | | |
|---|---|---|---|---|
| *(in millions)* | **Total Reportable Segments** | **Corporate and Other** | **Eliminations** | **Consolidated NiSource** |
| **Total Operating Revenue** | $ 3,877.1 | $ 425.1 | $ (434.9) | **$ 3,867.3** |
| **Operating Income** | 1,029.8 | 8.9 | — | **1,038.7** |

## 17. Other, Net

The following table displays the components of Other, Net included on the Condensed Statements of Consolidated Income (unaudited):

| | **Three Months Ended September 30,** | | **Nine Months Ended September 30,** | |
|---|---|---|---|---|
| *(in millions)* | **2025** | 2024 | **2025** | 2024 |
| Interest income | **$ 3.8** | $ 3.4 | **$ 7.3** | $ 7.8 |
| AFUDC equity | **8.5** | 32.1 | **26.3** | 56.7 |
| Pension and other postretirement non-service cost | **(5.7)** | (5.9) | **(11.1)** | (10.2) |
| Tax penalties | **5.3** | (0.5) | **(3.9)** | (0.5) |
| Miscellaneous | **(2.0)** | 0.1 | **(2.4)** | (2.4) |
| Total Other, net | **$ 9.9** | $ 29.2 | **$ 16.2** | $ 51.4 |

## 18. Supplemental Disclosures of Cash Flow Information

The following table displays the components of Working Capital on the Condensed Statements of Consolidated Cash Flows (unaudited):

| | Nine Months Ended September 30, | |
|---|---|---|
| *(in millions)* | **2025** | 2024 |
| Accounts receivable | **$ 263.3** | $ 290.0 |
| Inventories | **(86.2)** | 101.3 |
| Accounts payable | **(223.5)** | (182.6) |
| Customer deposits and credits | **4.6** | (32.8) |
| Taxes accrued | **7.3** | (31.0) |
| Interest accrued | **40.9** | 11.0 |
| Exchange gas receivable/payable | **59.8** | (161.6) |
| Other accruals | **(20.4)** | (17.8) |
| Prepayments and other current assets | **(45.4)** | (61.2) |
| Accrued compensation and employee benefits | **(26.4)** | (1.1) |
| Total change in working capital | **$ (26.0)** | $ (85.8) |

| | Nine Months Ended September 30, | |
|---|---|---|
| *(in millions)* | **2025** | 2024 |
| Non-cash transactions: | | |
| Capital expenditures included in current liabilities | **$ 408.2** | $ 348.0 |
| Dividends declared but not paid | **137.4** | 125.3 |

**19. Subsequent Event**

Minority Equity Interest Sale

On October 28, 2025, NiSource issued a 19.9% indirect equity interest in NiSource's wholly-owned subsidiary GenCo to BIP Orion Holdco L.P. and BIP Orion Holdco II L.P., affiliates of Blackstone (collectively, "Investor"), in exchange for $35.2 million. On October 28, 2025, simultaneously with issuance of the 19.9% indirect equity interest in GenCo, Investor, Generation Holdings I, Generation Holdings II and NiSource entered into an Amended and Restated Limited Liability Company Agreement of Generation Holdings II (the "LLC Agreement").

The LLC Agreement establishes, among other things, governance rights, exit rights, requirements for additional capital contributions, mechanics for distributions, and other arrangements for Generation Holdings II. Specifically, under the terms of the LLC Agreement, Investor will provide up to $1.325 billion in additional capital contributions over a seven-year period, which obligation is backed by an Equity Commitment Letter from Blackstone or an affiliate thereof. Under the LLC Agreement, Investor is entitled to appoint two directors to the board of directors of Generation Holdings II (the "Board") so long as Investor (together with any approved affiliate) holds at least a 17.5% Percentage Interest (as defined in the LLC Agreement). Investor is expected to appoint two directors to the Board, such that the Board will be comprised of seven directors, two appointed by Investor and five appointed by NiSource. The LLC Agreement also contains certain investor protections, including, among other things, requiring Investor approval for Generation Holdings II to take certain major actions. In addition, the LLC Agreement contains certain terms surrounding transfer rights and other obligations applicable to both Investor and NiSource. Under the LLC Agreement, Generation Holdings II has agreed that, so long as Investor holds a 14.9% or greater Percentage Interest in Generation Holdings II, Generation Holdings II, NIPSCO Holdings II (as defined below) and/or their respective subsidiaries will be the exclusive vehicles for all power, storage and generation requirements for data center customers within NIPSCO's service territory.

On October 28, 2025, the members of NIPSCO Holdings II entered into a Third Amended and Restated Limited Liability Company Agreement of NIPSCO Holdings II (the "Amended LLC Agreement"), which, among other changes, increased the amount and time period for additional mandatory capital contributions required to be contributed by Investor by $175 million and seven years, which obligation is backed by an Equity Commitment Letter from Blackstone or an affiliate thereof, and amended certain provisions to facilitate NIPSCO Holdings II and its subsidiaries' provision of electric service to data center customers (and related activities) and their related contracts and arrangements with Generation Holdings II and its subsidiaries.

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

**NiSource Inc.**


| Index | Page |
|---|---|
| Executive Summary | 44 |
| Summary of Consolidated Financial Results | 47 |
| Results and Discussion of Segment Operations | 48 |
| Columbia Operations | 49 |
| NIPSCO Operations | 52 |
| Liquidity and Capital Resources | 57 |
| Regulatory, Environmental and Safety Matters | 62 |
| Market Risk Disclosures | 65 |
| Other Information | 66 |

## EXECUTIVE SUMMARY

This Management's Discussion and Analysis of Financial Condition and Results of Operations ("Management's Discussion") includes management's analysis of past financial results and certain potential factors that may affect future results, potential future risks and approaches that may be used to manage those risks. See "Note regarding forward-looking statements" at the beginning of this report for a list of factors that may cause results to differ materially.

Management's Discussion is designed to provide an understanding of our operations and financial performance and should be read in conjunction with our Condensed Consolidated Financial Statements (unaudited) included in this report and our Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

We are an energy holding company under the Public Utility Holding Company Act of 2005 whose utility subsidiaries are fully regulated natural gas and electric utility companies serving customers in six states. We generate substantially all of our operating income through these rate regulated businesses. Our businesses are summarized for financial reporting purposes into two primary reportable segments: Columbia Operations and NIPSCO Operations. Refer to "Note 16, "Business Segment Information," in the Notes to the Condensed Consolidated Financial Statements (unaudited) for further discussion of our business segments.

Our vision is to be a premier, innovative and trusted energy partner. We exist to deliver safe, reliable energy that drives value to our customers. In order to achieve this goal, we seek to develop strategies that benefit all stakeholders as we (i) support long-term infrastructure investment and safety programs to better serve our customers, (ii) align our tariff structures with our cost structure, and (iii) drive value and enable growth in an evolving energy ecosystem. These strategies focus on improving safety and reliability, enhancing customer experience, pursuing regulatory and legislative initiatives to increase accessibility for customers currently not on our gas and electric service, ensuring customer affordability and reducing emissions while generating sustainable returns. The safety of our customers, communities and employees remains our focus. Serving as a guiding practice for our SMS, NiSource is certified in conformance to the American Petroleum Institute Recommended Practice 1173, which is the foundation to our journey towards operational excellence.

**Data Center Contract and Strategy:**

*Data Center Contract*

On September 18, 2025, NIPSCO entered into an agreement (the "Data Center Contract") with a wholly-owned subsidiary of a large publicly traded company (the "Customer"), under which NIPSCO will provide electricity to Customer's data centers. Under the Data Center Contract, which is subject to IURC approval, NIPSCO will provide electric service to the Customer pursuant to a capacity commitment beginning in 2027 and increasing annually to 2,400 MW by the end of 2032 and will construct up to 3,000 MW of dispatchable generation to provide such electric service. The Data Center Contract's initial term ends 15 years after the initial energization of Customer's initial data center. Starting January 1, 2027, Customer will regularly pay NIPSCO a fixed capacity charge and certain pass-through charges. The Customer's publicly traded, investment-grade parent company has guaranteed the Customer's payment obligations. These charges are structured to provide us with a return of our invested capital over the fifteen-year initial term. In addition, the Data Center Contract contains provisions for adjustment of the charges designed to provide us with an unlevered internal rate of return on our invested capital over the initial term within a defined range, which we expect over the life of the Data Center Contract to result in an overall realized return greater than that of NIPSCO's current electric operations, driven by execution and financing. Our realized return may be impacted by factors such as construction costs, operating performance, financing costs and other variables. NIPSCO will also propose to the IURC a mechanism to pass savings back to retail customer for use of the existing system which is expected to begin in 2027. Refer to Part II, Item 1A, "Risk Factors" for a discussion of certain of these factors and other risks relating to the Data Center Contract.

In order to meet demand under the Data Center Contract, NIPSCO plans to enter into a PPA with GenCo, which is subject to IURC approval and which is expected to contain terms and provisions substantially similar to the Data Center Contract, such that economic benefits (except savings that are expected to be passed to retail customers as described above) and obligations of the Data Center Contract as they relate to the Generation Assets (as defined below) are expected to be borne by GenCo and NiSource, as GenCo's ultimate parent company, rather than NIPSCO.

GenCo plans to construct 400 MW of new battery storage and a new power generation facility consisting of two 1,300 MW combined-cycle, natural gas-fired turbines, which are expected to reach commercial operation between 2028 and 2032 (such assets, collectively, the "Generation Assets"). GenCo has entered into engineering, procurement and construction contracts (the "EPC Contracts"), and certain equipment supply contracts, including a contract to acquire turbines, with respect to the

construction of the Generation Assets. The aggregate cost of the Generation Assets, together with the cost to develop related transmission infrastructure (collectively, the "Contract Assets"), is currently estimated to be approximately $7 billion. The EPC Contracts provide certain protections against cost overruns, and any excess costs with respect to the EPC Contracts beyond those protections, or arising apart from the EPC Contracts are, unless otherwise agreed by the parties, shared by Customer and NIPSCO (for transmission) and GenCo (for generation). If the Contract Assets are delivered into service late or do not achieve certain performance-related milestones, Customer is entitled to liquidated damages, subject to a cap and offset against the regular charges paid by the Customer.

Either party may terminate the Data Center Contract upon certain defaults or failure to obtain necessary related approvals from the IURC and FERC. Customer may terminate the Data Center Contract for convenience following certain notice periods and also has a one-time option (exercisable no later than March 31, 2029) to halve the committed capacity under the Data Center Contract to 1,200 MW commencing January 31, 2032. If Customer terminates for convenience, exercises its reduction option or defaults, NIPSCO or its affiliates will be reimbursed for investment costs, subject to agreed caps based on cost estimates by year as of signing. NIPSCO's aggregate liability, including liquidated damages, is subject to a cap.

NIPSCO's and GenCo's operations under the Data Center Contract will be regulated by the IURC in a different way from the regulatory mechanisms applicable to NIPSCO's historical operations. The terms of the Data Center Contract were determined by commercial negotiation with the Customer. These terms include the charges we receive from the Customer and provisions that may result in adjustments to such charges, including those relating to certain liquidated damages that we may owe Customer in the event of construction delays or capacity shortfalls, the parties' responsibility to share cost overruns, certain changes in law and force majeure events. The IURC will not regulate the commercial terms of the Data Center Contract; however, the IURC will maintain oversight under the Data Center Contract to ensure NIPSCO provides reliable service to the Customer at just and reasonable rates. In order to recover our investment costs and earn our return under the Data Center Contract, our subsidiaries must efficiently perform their own obligations and must look to the Customer (or its parent guarantor) to perform its obligations, rather than the IURC making use of its traditional rate-making process. In addition, under the Data Center Contract, NIPSCO has direct contractual obligations to the Customer to, among other things, construct the Contract Assets and deliver committed electric capacity in fixed amounts by certain dates.

*Data Center Strategy*
We continue to experience strong demand from potential data center customers in our northern Indiana service territory and are engaged in negotiations with potential counterparties. Through certain of our subsidiaries, we have entered into certain construction and equipment supply contracts in relation to additional generation and transmission assets that may be used to serve potential future data center customers. As we continue to evaluate our potential data center opportunities, we will continue to focus on the community, financial, operational and regulatory factors that must be managed effectively in order to succeed with our data center strategy. We believe data center development can enhance our local tax base, diversify the employment base across the state of Indiana, and provide greater value to existing customers and shareholders. We continually evaluate ways to effectively manage the potential power demand, generation sources, and transmission capabilities to meet potential further load growth from additional data center customers, while at the same time focusing on our environmental goals.

In order to perform under any further data center contracts, we expect that we would need to develop additional generation and transmission assets and obtain additional financing in connection with such development. For these and other reasons, our ability to successfully execute our data strategy is subject to a number of risks and uncertainties. Refer to Part II, Item 1A, "Risk Factors" for a discussion of certain risks relating to our data center strategy.

**Energy Transition:** We continue to advance our energy transition strategy, primarily through the continuation and enhancement of existing programs, such as implementing our plan to retire and replace remaining coal-fired electric generation by 2028 with a balanced mix of low- or zero-emission electric generation, ongoing pipe replacement and modernization programs, and deployment of advanced leak detection and repair. Our electric generation transition, initiated through our 2018 Integrated Resource Plan ("2018 Plan") is well underway, and we are continually adjusting to the dynamic energy landscape. As of September 30, 2025, we have placed in service owned renewable and storage projects with combined nameplate capacities of 1,950 MW and 101 MW respectively. Renewable PPA projects with a combined nameplate capacity of 1,000 MW have also been placed in service. In addition, a renewable BTA project with a nameplate capacity of 200 MW, and a renewable PPA project with a nameplate capacity of 195 MW were under development as of September 30, 2025, all of which have received IURC approval. For additional information, see Note 14, "Other Commitments and Contingencies - D. Other Matters". We are continuing to evaluate the development of federal and state executive orders, or other regulatory actions, with respect to our generation transition plans. Absent a directive to remain open, we remain on track to retire R.M. Schahfer's remaining two

coal units by the end of 2025. We are taking steps to be prepared to respond to any executive order or regulatory action to the contrary. For additional information, see "Results and Discussion of Operations - NIPSCO Operations," in this Management's Discussion, and see Part I, Item 1A. "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

NIPSCO's 2021 Integrated Resource Plan ("2021 Plan") lays out a timeline to retire the Michigan City Generating Station by the end of 2028. The 2021 Plan calls for the replacement of the retiring units with a diverse portfolio of resources including demand side management resources, incremental solar, stand-alone energy storage and upgrades to existing facilities at the Sugar Creek Generating Station, among other steps. Additionally, the 2021 Plan calls for a new natural gas peaking facility to replace existing vintage gas peaking facilities at the R.M. Schahfer Generating Station to support system reliability and resiliency, and upgrades to the electric transmission system. Following approval by the IURC in October 2024, the construction of a new 400 MW natural gas peaking generation facility is underway, which is expected to support the planned retirement of the existing vintage gas peaking facilities by the end of 2028. Final retirement dates for these units, as well as Michigan City, will be subject to MISO approval.

NIPSCO's 2024 Integrated Resource Plan ("2024 Plan") was submitted to the IURC on December 9, 2024. The 2024 Plan maintains the retirement decisions and capacity additions identified in the 2018 and 2021 Integrated Resource Plans and calls for additional generation resources through 2029 to support capacity requirements. The 2024 Plan informs future generation investments required to ensure reliability for NIPSCO's customers and incorporates factors such as anticipated load growth from data centers and other economic development opportunities, EPA emissions rules, and evolving MISO resource accreditation rules. We plan to move as efficiently as possible while maintaining the integrity of our commercial, planning, regulatory, procurement and operational execution processes.

We continue to enhance safety and reduce methane emissions on our gas systems through modernization programs and utilization of advanced leak detection and repair. In addition, we plan to advance other low- or zero-emission energy resources and technologies, such as hydrogen and renewable natural gas.

**Transformation:** Our enterprise-wide transformation roadmap focuses on operational excellence, safety, operation and maintenance management, and unlocking efficiencies. We are committed to identifying and implementing initiatives that will enable us to streamline work and improve logistics company-wide. These efforts include investments in proven technologies backed with standardized processes that will change the way we plan, schedule, and execute work in the field and how we engage and provide service to our customers. Taken together, all of our optimization initiatives will prioritize safety and continue to optimize our long-term growth profile. Completing the first major milestone of our enterprise-wide transformation roadmap, we concluded all three phases of a WAM ERP program. Phase one of the program implemented the solution within our electric and transmission operations, while the second phase of the program included all gas distribution operations across our operating territories. The third and final phase incorporated our generation assets. This ERP system optimizes the scheduling, dispatch, and execution of our field operations. We will now proceed as planned with our enterprise transformation roadmap by focusing on our customer technology platforms. In addition to transforming technology to enhance our employee and customer experiences, we believe these programs will also ensure we remain on modern systems that help reduce enterprise risk related to end-of-life systems.

**Economic Environment:** We continue to monitor risks related to order and delivery lead times for construction and other materials, potential unavailability of materials due to global shortages in raw materials, and decreased construction labor productivity in the event of disruptions in the availability of materials. We continue to experience elevated material and supply costs in certain product sourcing categories driven by increased demand and tariffs. To the extent that work plan delays occur or our costs increase, our business operations, results of operations, cash flows, and financial condition could be materially adversely affected.

We are faced with increased competition for employee and contractor talent in the current labor market which has resulted in increased costs to attract and retain talent. We are ensuring that we use all internal human capital programs (development, leadership enablement programs, succession, performance management) to promote retention of our current employees along with having a competitive and attractive appeal for potential recruits. Our flexible work arrangements, where possible, support a broader talent footprint for sourcing talent needed and for remaining competitive.

We continue to evaluate our financing plan to manage interest expense and exposure to rates. For more information on interest rate risk, see "Market Risk Disclosures".

**Summary of Consolidated Financial Results**

A summary of our consolidated financial results for the three and nine months ended September 30, 2025 and 2024 are presented below:

| | Three Months Ended September 30, | | | Nine Months Ended September 30, | | |
|---|---|---|---|---|---|---|
| *(in millions, except per share amounts)* | **2025** | 2024 | Favorable (Unfavorable) | **2025** | 2024 | Favorable (Unfavorable) |
| **Operating Revenues** | **$ 1,273.1** | $ 1,076.3 | $ 196.8 | **$ 4,739.3** | $ 3,867.3 | $ 872.0 |
| **Operating Expenses** | | | | | | |
| Cost of energy | **193.6** | 165.9 | (27.7) | **1,102.9** | 755.6 | (347.3) |
| Other Operating Expenses | **782.0** | 692.1 | (89.9) | **2,316.6** | 2,073.0 | (243.6) |
| **Total Operating Expenses** | **975.6** | 858.0 | (117.6) | **3,419.5** | 2,828.6 | (590.9) |
| **Operating Income** | **297.5** | 218.3 | 79.2 | **1,319.8** | 1,038.7 | 281.1 |
| Total Other Deductions, Net | **(169.9)** | (105.4) | (64.5) | **(435.5)** | (328.8) | (106.7) |
| Income Taxes | **20.6** | 15.9 | (4.7) | **150.1** | 109.5 | (40.6) |
| **Net Income** | **107.0** | 97.0 | 10.0 | **734.2** | 600.4 | 133.8 |
| Net income attributable to noncontrolling interest | **12.3** | 11.3 | (1.0) | **62.5** | 63.9 | 1.4 |
| **Net Income Attributable to NiSource** | **94.7** | 85.7 | 9.0 | **671.7** | 536.5 | 135.2 |
| Preferred dividends and redemption premium | **—** | — | — | **—** | (20.7) | 20.7 |
| **Net Income Available to Common Shareholders** | **94.7** | 85.7 | 9.0 | **671.7** | 515.8 | 155.9 |
| **Earnings Per Share** | | | | | | |
| Basic Earnings Per Share | **$ 0.20** | $ 0.19 | $ 0.01 | **$ 1.42** | $ 1.15 | $ 0.27 |
| Diluted Earnings Per Share | **$ 0.20** | $ 0.19 | $ 0.01 | **$ 1.42** | $ 1.14 | $ 0.28 |

The majority of the costs of energy in both segments are tracked costs that are passed through directly to the customer, resulting in an equal and offsetting amount reflected in operating revenues.

The increase in net income available to common shareholders for the three and nine months ended September 30, 2025 was primarily due to higher revenues driven by our capital investments, partially offset by higher operating expenses, including increased operation and maintenance expense and depreciation expense attributed to our net plant balances, as well as increased interest expense.

For additional information on operating income variance drivers see "Results and Discussion of Segment Operations" for Columbia Operations and NIPSCO Operations in this Management's Discussion.

Income Taxes

Refer to Note 12, "Income Taxes," in the Notes to the Condensed Consolidated Financial Statements (unaudited) for information on income taxes and the change in the effective tax rates for the periods presented.

## RESULTS AND DISCUSSION OF SEGMENT OPERATIONS

Presentation of Segment Information

Columbia Operations aggregates the results of the fully regulated and wholly owned subsidiaries of NiSource Gas Distribution Group, Inc. Each Columbia distribution company is an operating segment which we aggregate to form the Columbia Operations reportable segment. NIPSCO Operations aggregates the results of NIPSCO Holdings I, and its majority-owned subsidiaries, including NIPSCO, which has both regulated gas and electric operations in northern Indiana. The remainder of our operations, which are not significant enough on a stand-alone basis to warrant treatment as a reportable segment, are presented as "Corporate and Other" within the Notes to the Condensed Consolidated Financial Statements (unaudited) and primarily are comprised of interest expense on holding company debt, and unallocated corporate costs and activities.

**NiSource Inc.**
**Columbia Operations**

Financial and operational data for the Columbia Operations segment for the three and nine months ended September 30, 2025 and 2024 are presented below.

| | Three Months Ended September 30, | | | Nine Months Ended September 30, | | |
|---|---|---|---|---|---|---|
| *(in millions)* | **2025** | 2024 | Favorable (Unfavorable) | **2025** | 2024 | Favorable (Unfavorable) |
| **Operating Revenues** | **$ 488.2** | $ 426.7 | $ 61.5 | **$ 2,336.7** | $ 1,874.1 | $ 462.6 |
| **Operating Expenses** | | | | | | |
| Cost of energy | **58.5** | 34.2 | (24.3) | **548.7** | 319.3 | (229.4) |
| Operation and maintenance | **212.8** | 202.9 | (9.9) | **663.5** | 604.9 | (58.6) |
| Depreciation and amortization | **112.7** | 103.0 | (9.7) | **332.6** | 300.6 | (32.0) |
| Loss on sale of assets, net | **0.1** | — | (0.1) | **0.4** | — | (0.4) |
| Other taxes | **52.0** | 45.4 | (6.6) | **171.4** | 149.5 | (21.9) |
| Total Operating Expenses | **436.1** | 385.5 | (50.6) | **1,716.6** | 1,374.3 | (342.3) |
| Operating Income | **$ 52.1** | $ 41.2 | $ 10.9 | **$ 620.1** | $ 499.8 | $ 120.3 |
| **Revenues** | | | | | | |
| Residential | **$ 329.9** | $ 299.2 | $ 30.7 | **$ 1,590.0** | $ 1,303.4 | $ 286.6 |
| Commercial | **95.8** | 79.2 | 16.6 | **531.6** | 402.4 | 129.2 |
| Industrial | **36.2** | 32.3 | 3.9 | **122.5** | 106.0 | 16.5 |
| Off-System | **13.8** | 7.2 | 6.6 | **58.9** | 30.5 | 28.4 |
| Wholesale and Other | **12.5** | 8.8 | 3.7 | **33.7** | 31.8 | 1.9 |
| Total | **$ 488.2** | $ 426.7 | $ 61.5 | **$ 2,336.7** | $ 1,874.1 | $ 462.6 |
| **Sales and Transportation (MMDth)** | | | | | | |
| Residential | **8.3** | 8.3 | — | **119.1** | 102.0 | 17.1 |
| Commercial | **12.9** | 12.2 | 0.7 | **95.6** | 85.0 | 10.6 |
| Industrial | **72.3** | 70.9 | 1.4 | **207.9** | 207.9 | — |
| Off-System | **6.1** | 4.6 | 1.5 | **20.7** | 17.8 | 2.9 |
| Wholesale and Other | **—** | — | — | **0.2** | 0.2 | — |
| Total | **99.6** | 96.0 | 3.6 | **443.5** | 412.9 | 30.6 |
| **Heating Degree Days**[(1)] | **27** | 28 | (1) | **3,191** | 2,659 | 532 |
| **Normal Heating Degree Days**[(1)] | **47** | 53 | (6) | **3,214** | 3,310 | (96) |
| **% Warmer than Normal** | **(43)%** | (47)% | | **(1)%** | (20)% | |
| **% (Warmer) Colder than prior year** | **(4)%** | | | **20 %** | | |
| **Columbia Operations Customers** | | | | | | |
| Residential | | | | **2,215,788** | 2,202,206 | 13,582 |
| Commercial | | | | **187,005** | 186,087 | 918 |
| Industrial | | | | **1,976** | 1,975 | 1 |
| Other | | | | **6** | 4 | 2 |
| Total | | | | **2,404,775** | 2,390,272 | 14,503 |

(1) Heating degree figures represent averages of the five jurisdictions served by Columbia Operations.

Comparability of operation and maintenance expenses, depreciation and amortization, and other taxes may be impacted by regulatory, depreciation, and tax trackers that allow for the recovery in rates of certain costs.

The underlying reasons for changes in our operating revenues for the three and nine months ended September 30, 2025 compared to the same period in 2024 are presented below.

| | Favorable (Unfavorable) | |
|---|---|---|
| **Changes in Operating Revenues** *(in millions)* | **Three Months Ended September 30, 2025 vs 2024** | **Nine Months Ended September 30, 2025 vs 2024** |
| New rates from base rate proceedings and regulatory capital programs | $ 31.0 | $ 139.3 |
| The effects of weather in 2025 compared to 2024 | 0.2 | 37.9 |
| The effects of customer growth | 1.2 | 4.3 |
| The effects of customer usage | 0.9 | (6.7) |
| Other | (1.1) | (0.3) |
| Change in operating revenues (before cost of energy and other tracked items) | $ 32.2 | $ 174.5 |
| **Operating revenues offset in operating expense** | | |
| Higher cost of energy billed to customers | 24.2 | 229.3 |
| Higher tracker deferrals within operation and maintenance, depreciation, and tax | 5.1 | 58.8 |
| **Total change in operating revenues** | **$ 61.5** | **$ 462.6** |

Weather

In general, we calculate the weather-related revenue variance based on changing customer demand driven by weather variance from normal heating degree days, net of weather and revenue normalization mechanisms. Our composite heating degree days reported do not directly correlate to the weather-related dollar impact on the results of Columbia Operations. Heating degree days experienced during different times of the year or in different operating locations may have more or less impact on volume and dollars depending on when and where they occur. When the detailed results are combined for reporting, there may be weather-related dollar impacts on operations when there is not an apparent or significant change in our aggregated composite heating degree day comparison.

Sales

The increase in total volumes for the nine months ended September 30, 2025, compared to the same period in 2024, is primarily attributable to increased usage by residential and commercial customers as a result of colder weather.

Commodity Price Impact

Cost of energy for the Columbia Operations segment is principally comprised of the cost of natural gas procured on behalf of and sold to customers while providing transportation services. All of our Columbia Operations companies have state-approved recovery mechanisms that provide a means for full recovery of prudently incurred gas costs. These are tracked costs that are passed through directly to the customer, and the gas costs included in revenues are matched with the gas cost expense recorded in the period. Any difference in actual costs incurred and amounts billed to customers is recorded on the Condensed Consolidated Balance Sheets (unaudited) as under-recovered or over-recovered gas cost to be included in future customer billings. Therefore, increases in these tracked operating expenses are offset by increases in operating revenues and have essentially no impact on net income. Certain Columbia Operations companies continue to offer choice opportunities, where customers can choose to purchase gas from a third-party supplier through regulatory initiatives in their respective jurisdictions.

The underlying reasons for changes in our operating expenses for the three and nine months ended September 30, 2025 compared to the same period in 2024 are presented below.

**Columbia Operations**

| | Favorable (Unfavorable) | |
|---|---|---|
| **Changes in Operating Expenses** *(in millions)* | **Three Months Ended September 30, 2025 vs 2024** | **Nine Months Ended September 30, 2025 vs 2024** |
| Higher depreciation and amortization expense | $ (9.7) | $ (32.0) |
| Higher employee and administrative related expenses | (5.1) | (15.7) |
| Higher property tax | (5.0) | (9.8) |
| Other | (1.5) | 3.3 |
| Change in operating expenses (before cost of energy and other tracked items) | $ (21.3) | $ (54.2) |
| **Operating expenses offset in operating revenue** | | |
| Higher cost of energy billed to customers | (24.2) | (229.3) |
| Higher tracker deferrals within operation and maintenance, depreciation, and tax | (5.1) | (58.8) |
| **Total change in operating expense** | **$ (50.6)** | **$ (342.3)** |

Table of Contents



**NiSource Inc.**
**NIPSCO Operations**

Financial and operational data for the NIPSCO Operations segment, which services both gas and electric customers, for the three and nine months ended September 30, 2025 and 2024 are presented below.

| | Three Months Ended September 30, | | | Nine Months Ended September 30, | | |
|---|---|---|---|---|---|---|
| *(in millions)* | **2025** | 2024 | Favorable (Unfavorable) | **2025** | 2024 | Favorable (Unfavorable) |
| **NIPSCO Operations** | | | | | | |
| **Operating Revenues** | **$ 787.3** | $ 652.9 | $ 134.4 | **$ 2,409.8** | $ 2,003.0 | $ 406.8 |
| **Operating Expenses** | | | | | | |
| Cost of energy | **135.2** | 131.7 | (3.5) | **554.3** | 436.3 | (118.0) |
| Operation and maintenance | **215.1** | 177.7 | (37.4) | **628.1** | 556.5 | (71.6) |
| Depreciation and amortization | **185.3** | 156.8 | (28.5) | **492.5** | 432.5 | (60.0) |
| Loss on impairment of assets | **—** | — | — | **0.7** | — | (0.7) |
| Gain on sale of assets | **—** | — | — | **—** | (0.1) | (0.1) |
| Other taxes | **19.1** | 15.4 | (3.7) | **55.7** | 47.8 | (7.9) |
| Total Operating Expenses | **554.7** | 481.6 | (73.1) | **1,731.3** | 1,473.0 | (258.3) |
| Operating Income | **$ 232.6** | $ 171.3 | $ 61.3 | **$ 678.5** | $ 530.0 | $ 148.5 |

| | Three Months Ended September 30, | | | Nine Months Ended September 30, | | |
|---|---|---|---|---|---|---|
| *(in millions)* | **2025** | 2024 | Favorable (Unfavorable) | **2025** | 2024 | Favorable (Unfavorable) |
| **NIPSCO Electric** | | | | | | |
| **Revenues** | | | | | | |
| Residential | **$ 255.6** | $ 197.9 | $ 57.7 | **$ 588.1** | $ 498.6 | $ 89.5 |
| Commercial | **211.5** | 172.7 | 38.8 | **533.3** | 470.0 | 63.3 |
| Industrial | **156.9** | 125.1 | 31.8 | **434.1** | 361.1 | 73.0 |
| Wholesale and Other | **34.3** | 43.4 | (9.1) | **97.7** | 112.6 | (14.9) |
| Total | **$ 658.3** | $ 539.1 | $ 119.2 | **$ 1,653.2** | $ 1,442.3 | $ 210.9 |
| **Sales (GWh)** | | | | | | |
| Residential | **1,115.2** | 1,079.4 | 35.8 | **2,729.9** | 2,673.1 | 56.8 |
| Commercial | **1,040.2** | 1,044.7 | (4.5) | **2,821.7** | 2,850.3 | (28.6) |
| Industrial | **2,158.2** | 2,106.3 | 51.9 | **6,328.2** | 5,884.1 | 444.1 |
| Wholesale and Other | **328.2** | 327.7 | 0.5 | **794.9** | 818.1 | (23.2) |
| Total | **4,641.8** | 4,558.1 | 83.7 | **12,674.7** | 12,225.6 | 449.1 |
| **Cooling Degree Days** | **640** | 556 | 84 | **941** | 882 | 59 |
| **Normal Cooling Degree Days** | **588** | 590 | (2) | **852** | 838 | 14 |
| **% Warmer (Colder) than Normal** | **9 %** | (6)% | | **10 %** | 5 % | |
| **% Warmer than prior year** | **15 %** | | | **7 %** | | |
| **NIPSCO Electric Customers** | | | | | | |
| Residential | | | | **432,889** | 429,382 | 3,507 |
| Commercial | | | | **59,540** | 59,056 | 484 |
| Industrial | | | | **2,103** | 2,116 | (13) |
| Wholesale and Other | | | | **705** | 709 | (4) |
| Total | | | | **495,237** | 491,263 | 3,974 |

**NiSource Inc.**
**NIPSCO Operations**

| | Three Months Ended September 30, | | | Nine Months Ended September 30, | | |
|---|---|---|---|---|---|---|
| *(in millions)* | **2025** | 2024 | Favorable (Unfavorable) | **2025** | 2024 | Favorable (Unfavorable) |
| **NIPSCO Gas** | | | | | | |
| **Revenues** | | | | | | |
| Residential | **$ 73.7** | $ 66.8 | $ 6.9 | **$ 487.5** | $ 357.5 | $ 130.0 |
| Commercial | **32.6** | 28.5 | 4.1 | **183.4** | 134.0 | 49.4 |
| Industrial | **19.7** | 16.4 | 3.3 | **73.7** | 56.3 | 17.4 |
| Other | **3.0** | 2.1 | 0.9 | **12.0** | 12.9 | (0.9) |
| Total | **$ 129.0** | $ 113.8 | $ 15.2 | **$ 756.6** | $ 560.7 | $ 195.9 |
| **Sales and Transportation Volumes (MMDth)** | | | | | | |
| Residential | **3.6** | 3.5 | 0.1 | **44.9** | 39.1 | 5.8 |
| Commercial | **4.7** | 4.9 | (0.2) | **32.3** | 29.2 | 3.1 |
| Industrial | **62.2** | 60.5 | 1.7 | **200.5** | 192.3 | 8.2 |
| Total | **70.5** | 68.9 | 1.6 | **277.7** | 260.6 | 17.1 |
| **Heating Degree Days** | **46** | 33 | 13 | **3,721** | 3,127 | 594 |
| **Normal Heating Degree Days** | **71** | 79 | (8) | **3,790** | 3,860 | (70) |
| **% Warmer than Normal** | **(35)%** | (58)% | | **(2)%** | (19)% | |
| **% (Warmer) Colder than prior year** | **39 %** | (44)% | | **19 %** | (6)% | |
| **NIPSCO Gas Customers** | | | | | | |
| Residential | | | | **804,777** | 797,711 | 7,066 |
| Commercial | | | | **66,579** | 66,251 | 328 |
| Industrial | | | | **2,683** | 2,739 | (56) |
| Total | | | | **874,039** | 866,701 | 7,338 |

Comparability of operation and maintenance expenses and depreciation and amortization may be impacted by regulatory and depreciation trackers that allow for the recovery in rates of certain costs.

**NiSource Inc.**
**NIPSCO Operations**

The underlying reasons for changes in our operating revenues for the three and nine months ended September 30, 2025 compared to the same period in 2024 are presented below.

| | Favorable (Unfavorable) | |
|---|---|---|
| **Changes in Operating Revenues** *(in millions)* | **Three Months Ended September 30, 2025 vs 2024** | **Nine Months Ended September 30, 2025 vs 2024** |
| New rates from base rate proceedings, regulatory capital and DSM programs | $ 110.7 | $ 217.6 |
| The effects of weather in 2025 compared to 2024 | 11.9 | 42.5 |
| The effects of customer growth | 3.5 | 9.5 |
| Renewable JV revenue, fully offset by JV operating expense and noncontrolling interest net income (loss) | (4.2) | (11.4) |
| The effects of customer usage | (6.5) | (2.1) |
| Other | (0.5) | (1.6) |
| Change in operating revenues (before cost of energy and other tracked items) | $ 114.9 | $ 254.5 |
| **Operating revenues offset in operating expense** | | |
| Higher cost of energy billed to customers | 3.5 | 118.0 |
| Higher tracker deferrals within operation and maintenance, depreciation and tax | 16.0 | 34.3 |
| **Total change in operating revenues** | **$ 134.4** | **$ 406.8** |

Weather

The results of operations for the NIPSCO Operations segment include income from both electric and gas service lines. In general, we calculate the weather-related revenue variance based on changing customer demand driven by weather variance from normal cooling degree days and normal heating degree days, net of NIPSCO Gas' weather normalization mechanism. Our composite cooling and heating degree days reported do not directly correlate to the weather-related dollar impact on the results of NIPSCO Operations. Cooling and heating degree days experienced during different times of the year or in different operating locations may have more or less impact on volume and dollars depending on when they occur. When the detailed results are combined for reporting, there may be weather-related dollar impacts on operations when there is not an apparent or significant change in our aggregated composite cooling and heating degree day comparison.

Sales

The increase in total volumes sold to electric customers for the three months ended September 30, 2025 compared to the same period in 2024 was primarily attributable to increased residential and industrial usage, partially offset by decreased commercial usage. The increase in total volumes sold to electric customers for the nine months ended September 30, 2025 compared to the same period in 2024 was primarily attributable to increased industrial and residential usage due to colder weather and increased customer count, partially offset by decreased commercial and wholesale and other usage

The increase in total volumes sold to gas customers for the three months ended September 30, 2025 compared to the same period in 2024 was primarily attributable to increased usage by industrial customers. The increase in total volumes sold to gas customers for the nine months ended September 30, 2025 compared to the same period in 2024 was primarily attributable to increased usage by industrial and commercial customers, as well as increased residential usage due to colder weather.

Commodity Price Impact

Cost of energy for the NIPSCO Operations segment's electric activities is principally comprised of the cost of coal, natural gas purchased for internal generation of electricity, transportation of coal and natural gas, and the cost of power purchased from generators of electricity for its generation and transmission activities. For its gas distribution activities, NIPSCO Operations' cost of energy is principally comprised of the cost of natural gas procured on behalf of and sold to customers while providing transportation and distribution services. NIPSCO Operations has state-approved recovery mechanisms that provide a means for full recovery of prudently incurred costs of energy. The majority of these costs of energy are passed through directly to the customer, and the costs of energy included in operating revenues are matched with the cost of energy expense recorded in the

period. Any difference in actual costs incurred and amounts billed to customers is recorded on the Condensed Consolidated Balance Sheets (unaudited) as under-recovered or over-recovered fuel and gas costs to be included in future customer billings. Therefore, increases in these tracked operating expenses are offset by increases in operating revenues and have essentially no impact on net income.

The underlying reasons for changes in our operating expenses for the three and nine months ended September 30, 2025 compared to the same period in 2024 are presented below.

| | Favorable (Unfavorable) | |
|---|---|---|
| **Changes in Operating Expenses** *(in millions)* | **Three Months Ended September 30, 2025 vs 2024** | **Nine Months Ended September 30, 2025 vs 2024** |
| Higher depreciation and amortization expense driven by new base rates | (28.6) | $ (60.8) |
| Higher outside services expenses | (4.0) | (22.0) |
| Higher employee and administrative expenses | (10.5) | (13.6) |
| Higher property taxes | (3.0) | (7.5) |
| Higher JV expenses | (1.5) | (4.9) |
| (Higher) lower environmental remediation costs | (0.3) | 3.0 |
| Other | (5.9) | (1.5) |
| Change in operating expenses (before cost of energy and other tracked items) | $ (53.8) | $ (107.3) |
| **Operating expenses offset in operating revenue** | | |
| Higher cost of energy billed to customers | (3.5) | (118.0) |
| Higher tracker deferrals within operation and maintenance, depreciation and tax | (15.8) | (33.0) |
| **Total change in operating expense** | **$ (73.1)** | **$ (258.3)** |

Electric Supply and Generation Transition

NIPSCO continues to execute on an electric generation transition consistent with the 2018 Plan and 2021 Plan and maintained in the 2024 Plan. The 2024 Plan outlines the path to retire the remaining two coal units at R.M. Schahfer by the end of 2025 and the remaining coal-fired generation at Michigan City by the end of 2028, to be replaced by lower-cost, reliable and cleaner options. NIPSCO is continuing to evaluate the development of federal and state executive orders, or other regulatory actions, with respect to its generation transition plans. Absent a directive to remain open, NIPSCO remain on track to retire R.M. Schahfer's remaining two coal units by the end of 2025. NIPSCO is taking steps to be prepared to respond to any executive order or regulatory action to the contrary.

The current replacement plan primarily includes renewable sources of energy, including wind, solar, battery storage, and flexible natural gas resources to be obtained through a combination of NIPSCO ownership and PPAs. NIPSCO has sold, and may in the future sell, renewable energy credits from its renewable generation to third parties to offset customer costs. Since 2020, five PPA projects (two wind and three solar) and eight owned projects (two wind, four solar and two solar plus storage) have been placed into service totaling 3,051 MW of nameplate capacity, including Dunns Bridge II, Fairbanks, Gibson and Appleseed, which were placed into service in January, May, and August 2025, respectively. NIPSCO has executed several PPAs to purchase 100% of the output from renewable generation facilities at a fixed price per MWh. Each facility supplying the energy has an associated nameplate capacity, and payments under the PPAs do not begin until the associated generation facility is placed into service. See "Executive Summary - Energy Transition" in this Management's Discussion for additional information. We expect the Templeton and Carpenter projects to be placed in service between 2025 and 2027.

**NIPSCO Operations**

| Remaining Renewables Projects | Transaction Type | Technology | Nameplate Capacity (MW) |
|---|---|---|---|
| Templeton | BTA | Wind | 200 |
| Carpenter | 20 year PPA | Wind | 195 |

## Liquidity and Capital Resources

We continually evaluate the availability of adequate financing to fund our ongoing business operations, working capital and core safety and infrastructure investment programs. Our financing is sourced through cash flow from operations and the issuance of debt and/or equity. External debt financing is provided primarily through the issuance of long-term debt, accounts receivable securitization programs and our $1.85 billion commercial paper program, which is backstopped by our committed revolving credit facility with a total availability from third-party lenders of $1.85 billion. We believe these sources provide adequate capital to fund our operating activities and capital expenditures in 2025 and beyond.

As discussed above under "Data Center Contract and Strategy," the aggregate cost of the Contract Assets is currently estimated to be approximately $7 billion. We expect to finance the construction and development of these assets through a combination of funds received under the Data Center Contract and debt, equity financing raised by NiSource and capital contributions from affiliates of Blackstone to NIPSCO Holdings II and Generation Holdings II in connection with such Blackstone affiliates' minority interest investments in those entities. For additional information on these minority interest investments, refer to Part II, Item 5 (Other Information) and to our Annual Report on Form 10-K for the year ended December 31, 2024, including Note 19 to our Consolidated Financial Statements included therein. In addition, we may consider other funding sources, structures or partnerships as market conditions and strategic considerations evolve. If we enter into additional data center contracts, we expect that we would need to develop additional generation assets and obtain additional financing in connection with such development.

Sources of financing activities for the current year are as follows:

ATM program

- In February 2025, we executed a forward sale agreement, which allowed us to issue a fixed number of shares at a price to be settled in the future. The forward purchaser under our forward sale agreement borrowed 2,000,000 shares from third parties, which the forward purchaser sold, through its affiliated agent, at a weighted average price of $40.10 per share. In September 2025 we settled the forward sale agreement in shares for $80.0 million, based on a net price of $40.02 per share.
- In March 2025, we executed a forward sale agreement, which allowed us to issue a fixed number of shares at a price to be settled in the future. The forward purchaser under our forward sale agreement borrowed 1,707,320 shares from third parties, which the forward purchaser sold, through its affiliated agent, at a weighted average price of $41.00 per share. In September 2025 we settled the forward sale agreement in shares for $69.9 million, based on a net price of $40.92 per share.
- In June 2025, we executed a forward sale agreement, which allowed us to issue a fixed number of shares at a price to be settled in the future. The forward purchaser under our forward sale agreement borrowed 2,518,393 shares from third parties, which the forward purchaser sold, through its affiliated agent, at a weighted average price of $39.71 per share. In September 2025 we settled the forward sale agreement in shares for $99.1 million, based on a net price of $39.36 per share.
- As of September 30, 2025, the ATM program had approximately $47.5 million of capacity available.

Long-Term Debt

- On March 27, 2025 we completed the issuance and sale of $750.0 million of 5.850% senior unsecured notes maturing in 2055, which resulted in approximately $739.6 million of net proceeds after discount and debt issuance costs.
- On June 27, 2025, we completed the issuance and sale of an additional $750.0 million of 5.850% senior unsecured notes maturing in 2055 (the "2055 Notes"). The terms of the 2055 Notes, other than the issue date and the price to the public, are identical to the terms of, and constitute a reopening of, our 5.850% senior unsecured notes maturing in 2055 issued on March 27, 2025. With the incremental issuance, we now have $1.5 billion of 5.850% senior unsecured notes maturing in 2055. On June 27, 2025, we also completed the issuance and sale of $900.0 million of 5.350% senior unsecured notes maturing in 2035 (the "2035 Notes"). These issuances of the additional 2055 Notes and the 2035 Notes resulted in approximately $1.616 billion of total net proceeds after discount and debt issuance costs.

- On August 15, 2025, we repaid $1,250.0 million of 0.95% senior unsecured notes at maturity.

See Note 6, "Equity," Note 7, "Short-Term Borrowings," and Note 8, "Long-Term Debt," in the Notes to the Condensed Consolidated Financial Statements (unaudited) for more information on our financing activities.

**Cash Flow Activities**

The following table summarizes our cash flow activities:

| | Nine Months Ended September 30, | | |
|---|---|---|---|
| *(in millions)* | **2025** | **2024** | **Change in 2025 vs 2024** |
| **Cash from (used for):** | | | |
| Operating Activities | **$ 1,649.7** | $ 1,241.7 | $ 408.0 |
| Investing Activities | **(3,396.6)** | (2,414.5) | (982.1) |
| Financing Activities | **1,667.8** | (949.5) | 2,617.3 |

Operating Activities

The increase in cash from operating activities was primarily attributable to year over year changes in exchange gas receivables, higher net income before deferred income taxes and depreciation and a reduction in inventory resulting from an elevated rate of withdrawals due to warmer weather in 2025.

Investing Activities

Year over year increase in investing activities was primarily comprised of milestone payments to renewable generation asset developers for certain of our BTA projects and advanced deposits.

We expect to make capital investments totaling $4.0 billion to $4.3 billion during the 2025 period. In addition to ongoing capital expenditures, these capital investments include advanced deposits for project costs as well as milestone payments to the renewable generation asset developers and excludes $400 million to $500 million of capital investments relating to the Data Center Contract. We also expect to invest approximately $21.0 billion during the 2026-2030 period to support our base business (exclusive of investments relating to the Data Center Contract), including capital investments to support our generation transition strategy, and to invest approximately $6.4 billion during that period to develop the Contract Assets in connection with the Data Center Contract, as set forth in the table below. These forecasted capital investments are subject to continuing review and adjustment. Actual capital investments may vary from these estimates.

| *(in billions)* | **2026 Estimated** | **2027 Estimated** | **2028 Estimated** | **2029 Estimated** | **2030 Estimated** |
|---|---|---|---|---|---|
| Capital Investments (Base Business) | $3.9 - 4.1 | $3.7 - 3.9 | $3.7 - 3.9 | $4.9 - 5.1 | $4.3 - 4.5 |
| Capital Investments (Data Center Contract) | $1.2 - 1.4 | $1.5 - 1.7 | $1.8- 2.0 | $1.0 - 1.2 | $0.4 - 0.6 |
| Capital Investments (Total) | $5.1 - 5.5 | $5.2 - 5.6 | $5.5 - 5.9 | $5.9 - 6.3 | $4.7 - 5.1 |

***Regulatory Capital Programs.*** We continue to upgrade and modernize our electric system to enhance safety and reliability by addressing aged infrastructure and deploying advanced grid technologies. We are also upgrading and modernizing our gas infrastructure to enhance safety and reliability by reducing leaks. An ancillary benefit of these programs is the reduction of GHG emissions. In 2025, we continue to move forward on core infrastructure investment programs supported by complementary regulatory and customer initiatives across five states of our operating area.

The following table describes the most recent vintage of our regulatory programs to recover infrastructure replacement and other federally mandated compliance investments:

*(in millions)*

| Company | Program | | Capital Investment | Investment Period | Filing Date | Costs Covered[1] |
|---|---|---|---|---|---|---|
| **Approved** | | | | | | |
| Columbia of Ohio | IRP - 2025 | $ | 978.7 | 4/21-12/24 | 2/27/2025 | Replacement of hazardous service lines, cast iron, wrought iron, uncoated steel, and bare steel pipe. |
| Columbia of Ohio | PHMSA IRP - 2025 | $ | 78.2 | 1/23-12/24 | 2/28/2025 | Investments necessary to comply with the PHMSA Mega Rule. |
| Columbia of Ohio | CEP - 2025 | $ | 1,027.8 | 4/21-12/24 | 2/27/2025 | Assets not included in the IRP or PHMSA IRP. |
| Columbia of Virginia | SAVE - 2025 | $ | 89.0 | 10/24-12/25 | 8/15/2024 | Replacement projects that (1) enhance system safety or reliability, or (2) reduce, or potentially reduce, greenhouse gas emissions. Includes costs associated with Advanced Leak Detection and Repair. |
| Columbia of Kentucky | SMRP - 2025 | $ | 128.5 | 1/23-12/25 | 10/15/2024 | Replacement of mains and inclusion of system safety investments. |
| NIPSCO - Electric[2] | TDSIC - 7 | $ | 315.6 | 7/22-3/25 | 5/27/2025 | New or replacement projects undertaken for the purpose of safety, reliability, system modernization or economic development. |
| NIPSCO - Electric[3] | GCT - 2 | $ | 80.1 | 11/25-4/26 | 6/18/2025 | New gas peaker generation project costs forecasted through April 2026. |
| NIPSCO - Gas | TDSIC - 9 | $ | 34.0 | 3/24-3/25 | 5/23/2025 | New or replacement projects undertaken for the purpose of safety, reliability, system modernization, or economic development. |
| NIPSCO - Gas | FMCA - 4 | $ | 9.4 | 6/24-12/24 | 2/25/2025 | Project costs to comply with federal mandates. |
| **Pending Commission Approval** | | | | | | |
| NIPSCO - Gas | FMCA - 5 | $ | 21.9 | 6/24-6/25 | 8/27/2025 | Project costs to comply with federal mandates. |
| Columbia of Virginia | SAVE - 2026 | $ | 176.1 | 10/24-12/26 | 8/12/2025 | Replacement projects that (1) enhance system safety or reliability, or (2) reduce, or potentially reduce, greenhouse gas emissions. Includes costs associated with Advanced Leak Detection and Repair. |
| Columbia of Kentucky | SMRP - 2026 | $ | 181.4 | 1/23-12/26 | 10/15/2025 | Replacement of mains and inclusion of system safety investments. |

[1]Programs do not include any costs already included in base rates.
[2]TDISC – 7 was originally filed on May 27, 2025 and refiled on July 2, 2025, due to the Electric Rate Case Order. The refiling adjusted the capital in the tracker to go down from $744.7 million to $315.6 million.
[3]Capital investment is based on a projected amount. The capital investment has not all been incurred to date and represents a forecasted average for the billing period.

NIPSCO Gas filed an FMCA CPCN on April 21, 2025. The petition is seeking recovery of spend incurred related to certain federally mandated Pipeline Safety IV Compliance Plan costs. The request includes $244.1 million of estimated capital, including indirect costs and AFUDC. An order was received on October 22, 2025 granting the CPCN requested.

Financing Activities

***Common Stock.*** Refer to Note 6, "Equity," in the Notes to the Condensed Consolidated Financial Statements (unaudited) for information on common stock.

***Long-Term Debt.*** Refer to Note 8, "Long-Term Debt," in the Notes to the Condensed Consolidated Financial Statements (unaudited) for information on long-term debt activity.

***Short-Term Debt.*** Refer to Note 7, "Short-Term Borrowings," in the Notes to the Condensed Consolidated Financial Statements (unaudited) for information on short-term debt activity.

***Noncontrolling Interest.*** Refer to Note 4, "Noncontrolling Interests," in the Notes to the Condensed Consolidated Financial Statements (unaudited) for information on contributions and distributions from noncontrolling interests.

Sources of Liquidity

The following table displays our liquidity position as of September 30, 2025 and December 31, 2024:

| *(in millions)* | **September 30, 2025** | December 31, 2024 |
|---|---|---|
| **Current Liquidity** | | |
| Revolving Credit Facility | **$ 1,850.0** | $ 1,850.0 |
| Accounts Receivable Programs[(1)] | **245.0** | 175.0 |
| *Less:* | | |
| Commercial Paper | **1,060.0** | 604.6 |
| Accounts Receivable Programs Utilized | **200.0** | — |
| Letters of Credit Outstanding Under Credit Facility | **25.0** | 9.4 |
| *Add:* | | |
| Cash and Cash Equivalents | **95.0** | 156.6 |
| **Net Available Liquidity** | **$ 905.0** | $ 1,567.6 |

[(1)]Represents the lesser of the seasonal limit or maximum borrowings supportable by the underlying receivables.

***Debt Covenants.*** We are subject to a financial covenant under our revolving credit facility, which requires us to maintain a debt to capitalization ratio that does not exceed 70.0%. As of September 30, 2025, the ratio was 54.7%.

***Credit Ratings.*** The credit rating agencies periodically review our ratings, taking into account factors such as our capital structure and earnings profile. The following table includes our and NIPSCO's credit ratings and ratings outlook as of September 30, 2025. There were no changes to the below credit ratings or outlooks since February 2020.

A credit rating is not a recommendation to buy, sell, or hold securities, and may be subject to revision or withdrawal at any time by the assigning rating organization.

| | S&P | | Moody's | | Fitch | |
|---|---|---|---|---|---|---|
| | Rating | Outlook | Rating | Outlook | Rating | Outlook |
| NiSource | BBB+ | Stable | Baa2 | Stable | BBB | Stable |
| NIPSCO | BBB+ | Stable | Baa1 | Stable | BBB | Stable |
| Commercial Paper | A-2 | Stable | P-2 | Stable | F2 | Stable |

Certain of our subsidiaries have agreements that contain "ratings triggers" that require increased collateral if our credit rating or the credit ratings of certain of our subsidiaries are below investment grade. These agreements are primarily for insurance purposes and for the physical purchase or sale of power. As of September 30, 2025, the collateral requirement that would be required in the event of a downgrade below the ratings trigger levels would amount to approximately $141.8 million. In addition to agreements with ratings triggers, there are other agreements that contain "adequate assurance" or "material adverse change" provisions that could necessitate additional credit support such as letters of credit and cash collateral to transact business.

***Equity.*** Our authorized capital stock consists of 770,000,000 shares, $0.01 par value, 750,000,000 are common stock and 20,000,000 are preferred stock. As of September 30, 2025, 477,136,079 shares of common stock were outstanding and no shares of preferred stock were outstanding.

***Contractual Obligations.*** A summary of contractual obligations is included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024. We will be required to make substantial cash payments under supply and other agreements, including the EPC Contracts, although we may terminate the EPC Contracts for convenience and make associated termination payments if the Data Center Contract is terminated or the underlying assets are not approved by the IURC. The expected payments under the EPC Contracts and other contracts relating to our data center developments and potential future data center developments are included in the estimated amounts set forth in row “Capital Investments (Data Center Contract)” in the table included under “Investing Activities” above. Except for these items and our March and June 2025 debt issuances, there were no additional material changes from year-end during the nine months ended September 30, 2025. Refer to Note 8, "Long-Term Debt," in the Notes to the Condensed Consolidated Financial Statements (unaudited) for additional information regarding the debt issuances. Refer to “Executive Summary - NIPSCO Data Center Contract and Strategy” and Footnote 14, Commitments and Contingencies for additional information regarding the EPC Contracts and equipment supply contracts.

***Guarantees, Indemnities and Other Off Balance Sheet Arrangements.*** We and certain of our subsidiaries enter into various agreements providing financial or performance assurance to third parties on behalf of certain subsidiaries as a part of normal business. Such agreements include guarantees and stand-by letters of credit. Refer to Note 14, "Other Commitments and Contingencies," in the Notes to the Condensed Consolidated Financial Statements (unaudited) for additional information about such arrangements.

Cost Recovery and Trackers

Comparability of our line item operating results is impacted by regulatory trackers that allow for the recovery in rates of certain costs such as those described below. Increases in the costs that are subject to approved regulatory tracker mechanisms generally lead to increased regulatory assets, which ultimately result in a corresponding increases in operating revenues and expenses and, therefore, have essentially no impact on total operating income results. Certain approved regulatory tracker mechanisms allow for abbreviated regulatory proceedings in order for the operating companies to quickly implement revised rates and recover associated costs.

A portion of the Columbia Operations' and NIPSCO Operations' revenue is related to the recovery of gas costs, the review and recovery of which occurs through standard regulatory proceedings. All states in our operating area require periodic review of actual gas procurement activity to determine prudence and to confirm the recovery of prudently incurred energy commodity costs supplied to customers.

We recognize that energy efficiency reduces emissions, conserves natural resources and saves our customers money. Our gas distribution companies offer programs such as energy efficiency upgrades, home checkups and weatherization services. The increased efficiency of natural gas appliances and improvements in home building codes and standards contributes to a long-term trend of declining average use per customer. While we are looking to expand offerings so the energy efficiency programs can benefit as many customers as possible, our gas distribution operations utilities have pursued changes in rate design to more effectively match recoveries with costs incurred. Columbia of Ohio has adopted a straight fixed variable rate design for residential and small commercial customers that closely links the recovery of fixed costs with fixed charges. Columbia of Maryland and Columbia of Virginia have regulatory approval for weather and revenue normalization adjustments for certain customer classes, which adjust monthly revenues that exceed or fall short of approved levels. Columbia of Pennsylvania continues to operate its pilot residential weather normalization adjustment and also has a fixed customer charge. This weather normalization adjustment only adjusts revenues when actual weather compared to normal varies by more than 3%. Columbia of Kentucky charges certain customer classes a mix of fixed and weather normalized volumetric rates during the peak heating season. NIPSCO Gas and Electric include a fixed customer charge for residential and small commercial and industrial customer classes. NIPSCO Gas has implemented a weather normalization adjustment for certain of its customer classes.

A portion of the NIPSCO Operations' revenue is related to the recovery of fuel costs to generate power and the fuel costs related to purchased power. These costs are recovered through a FAC, which is updated quarterly to reflect actual costs incurred to supply electricity to customers.

While increased efficiency of electric appliances and improvements in home building codes and standards have similarly impacted the average use per electric customer in recent years, NIPSCO expects future growth in per customer usage as a result of increasing electric applications, such as electric vehicles. These ongoing changes in use of electricity will likely lead to development of innovative rate designs, and NIPSCO will continue efforts to design rates that increase the certainty of recovery of fixed costs.

**NiSource Inc.**
**Regulatory, Environmental and Safety Matters**

Rate Case Actions

The following table describes current rate case actions as applicable in each of our jurisdictions net of tracker impacts:

*(in millions)*

| Company | Approved ROE | Requested Incremental Revenue | Approved Incremental Revenue | Filing Date | Rates Effective |
|---|---|---|---|---|---|
| **Approved Rate Cases** | | | | | |
| Columbia of Pennsylvania[1] | None specified | $ 124.1 | $ 74.0 | March 15, 2024 | December 2024 |
| Columbia of Maryland | 9.80 % | $ 10.7 | $ 7.8 | September 24, 2024 | April 2025 |
| Columbia of Kentucky | 9.75 % | $ 23.8 | $ 14.3 | May 16, 2024 | January 2025 |
| Columbia of Virginia[2] | 9.75 % | $ 37.2 | $ 28.2 | April 29, 2024 | October 2024 |
| Columbia of Ohio | 9.60 % | $ 221.4 | $ 68.3 | June 30, 2021 | March 2023 |
| NIPSCO - Gas[3] | 9.75 % | $ 161.9 | $ 120.9 | October 25, 2023 | August 2024 |
| NIPSCO - Electric[4] | 9.75 % | $ 368.7 | $ 257.0 | September 12, 2024 | July 2025 |
| **Pending Rate Cases** | | | | | |
| Columbia of Pennsylvania[5] | In process | $ 110.5 | In process | March 20, 2025 | December 2025 |

[1]No approved ROE is identified for this matter since the approved revenue increase is the result of a black box settlement under which parties agree upon the amount of increase.
[2]The approved rate case resulted in a black box settlement, representing a settlement to a specific revenue increase but not a specified ROE. The settlement provides use of a 9.75% ROE for future SAVE filings.
[3]New rates were implemented in 2 steps, with implementation of Step 1 rates effective in August 2024 and Step 2 rates effective in February 2025.
[4]New rates were implemented in multiple steps, with implementation of Step 1 rates effective in July 2025 and Step 2 rates effective no later than March 2026.
[5]In October 2025, a Recommended Decision (RD) was issued by the Administrative Law Judges (ALJs) for the PUC to deny the request of Columbia Gas to increase base rates. Alternatively, the ALJs recommended that Columbia Gas be granted a $66.4 million revenue increase, effective for service rendered on and after January 1, 2026. Columbia Gas filed Exceptions to the ALJs’ RD, proposing an increase of at least $74.2 million, effective on and after December 19, 2025. A Final Order from the PUC is expected in the fourth quarter of 2025.

PHMSA Legislation and Regulations

To fulfill our vision of being a trusted energy provider, we follow safety practices required by regulations and we implement our Safety Management System ("SMS"). SMS serves as the framework to identify and reduce risks and ensure consistent safety processes, procedures and operations across the organization.

As directed by law in the Protecting Our Infrastructure of Pipelines and Enhancing Safety (PIPES) Act of 2020, PHMSA has revised, and continues to revise, the pipeline safety regulations focused on public safety and environmental hazard mitigation. The PIPES Act of 2020 specifically includes leak detection and repair criteria (the "LDAR" rule) and regulations that require operators to upgrade their existing low-pressure regulating stations with enhanced safeguards and update distribution integrity management plans, emergency response plans, and operation and maintenance plans (the Safety of Gas Distribution Pipelines, or "SGDP" rule).

In May 2023, PHMSA proposed regulatory revisions under the PIPES Act of 2020 to minimize methane emissions and improve public safety. Under these proposed revisions, our subsidiaries would be required to detect and repair an increased number of gas leaks, reduce the time to repair leaks, increase leak survey, and expand our existing advanced leak detection program. In January 2025, PHMSA withdrew the final LDAR rule and it has not gone into effect.

In September 2023, PHMSA proposed additional regulatory revisions under the PIPES Act of 2020 to enhance distribution system safety through equipment and procedural expectations in the form of the SGDP rule. Operators will be required to incorporate additional protections for low pressure distribution systems that prevent over-pressurization, amend construction procedures designed to minimize the risk of incidents caused by system over-pressurization, and update distribution integrity management programs to cover and prepare for over-pressurization incidents. PHMSA did not progress the SGDP rulemaking in 2024.

We continue to evaluate and monitor PHMSA-related legislation and regulations but cannot predict the impact of changing pipeline safety regulations on our business at this time.

Environmental and Climate Change Issues

On March 12, 2025, the EPA announced it will undertake 31 deregulatory actions to advance the administration's policy priorities as directed by various executive orders. These actions will address multiple existing water, waste, air and climate regulations including, but not limited to, GHG rules and the Legacy CCR Rule. On July 22, 2025, the EPA proposed a rule that, if finalized, would extend the deadline to submit Part 1 Facility Evaluation Reports from February 2026 to February 2027. On July 29, 2025, the EPA proposed rescinding the 2009 Endangerment Finding, the scientific and legal foundation for federal GHG regulations under the Clean Air Act. NiSource will continue to monitor these matters and assess the impacts to our business as regulations are proposed and finalized, or as otherwise required by law.

***Physical Climate Risks.*** Increased frequency of severe and extreme weather events associated with climate change could materially impact our facilities, energy sales, and results of operations. We are unable to predict these events. However, we perform assessments of physical risk, including physical climate risk, to our business. More extreme and volatile temperatures, increased storm intensity and flooding, and more volatile precipitation leading to changes in lake and river levels are among the weather events that are most likely to impact our business. Efforts to mitigate these physical risks continue to be implemented.

***Transition Climate Risks and Opportunities***. We actively engage with and monitor the impact that proposed legislative and regulatory programs related to GHG emissions, at both the federal and state levels, would have on our business.

On June 11, 2025, the EPA proposed to repeal GHG emissions standards for fossil fuel-fired power plants that were finalized by the previous federal administration in May 2024. The proposed repeal would eliminate key requirements from the 2024 Carbon Pollution Standards, including capacity factor thresholds and carbon capture and storage (CCS) mandates. If finalized, this action would remove regulatory constraints that could significantly impact NIPSCO's planned gas generation, allowing customers to avoid approximately $675 million in additional cost as contemplated through the 2024 NIPSCO IRP.

We also continue to monitor evolving state policies related to GHG emissions from our gas distribution companies. The Climate Solutions Now Act of 2022 requires Maryland to reduce GHG emissions by 60% by 2031 (from 2006 levels), and it requires the state to reach net zero emissions by 2045. The Maryland Department of the Environment ("MDE") adopted a plan to achieve its 2031 goal and is required to adopt a plan for their 2045 net zero goal by 2030. The Act also enacts a state policy to move to broader electrification of both existing buildings and new construction. In December 2024, the MDE issued final Building Energy Performance Standards, which would require net zero direct GHG emissions from large buildings by 2040 with interim targets, or payments of an alternative compliance fee. Under an executive order, Maryland is also developing a Clean Heat Standard and a Zero-Emission Heating Equipment Standard that are intended to transition gas appliances to electric heat pumps. In June 2025, the Public Service Commission ("PSC") issued an order directing its Staff to prepare proposed regulations by December 2025, eliminating Company contributions to main or service extensions to new residential and commercial customers. In August 2025, the PSC instituted formal proceedings to investigate issues pertaining to long-term natural gas company planning practices. One purpose of the proceedings is to ensure that planning is consistent with Maryland's climate goals. Columbia of Maryland cannot predict the final impact of these policies on our business at this time.

***Net Zero Goal.*** In November 2022, we announced a goal of net zero GHG emissions by 2040 covering both Scope 1 and Scope 2 GHG emissions ("Net Zero Goal"). Our Net Zero Goal builds on GHG emission reductions achieved to-date. We plan to achieve our Net Zero Goal primarily through continuation and enhancement of existing programs, such as retiring and replacing coal-fired electric generation with low- or zero-emission electric generation, ongoing pipe replacement and modernization programs, and deployment of advanced leak-detection technologies. In addition, we plan to advance other low- and zero-emission energy resources and technologies, which may include hydrogen, renewable natural gas, long-duration storage, and/or deployment of carbon capture and utilization technologies, if and when these become technologically and economically feasible. Carbon offsets and renewable energy credits may also be used to support achievement of our Net Zero Goal. As of the end of 2024, we had reduced Scope 1 GHG emissions by approximately 72% from 2005 levels.

Our GHG emissions projections, including achieving a Net Zero Goal, are subject to various assumptions that involve risks and uncertainties, and did not include any assumptions related to data center development and associated load growth. We remain committed to our Net Zero Goal, however, certain of our interim goals may evolve as we assess and respond to business opportunities such as data centers. Achievement of our Net Zero Goal by 2040 will require supportive regulatory and legislative policies, favorable stakeholder environments and advancement of technologies that are not currently economically or

technologically feasible to deploy at scale, as well as execution of our business plan. Otherwise, our actual results or ability to achieve our Net Zero Goal, including by 2040, may differ materially.

**Market Risk Disclosures**

Risk is an inherent part of our businesses. The extent to which we properly and effectively identify, assess, monitor and manage each of the various types of risk involved in our businesses is critical to our profitability. We seek to identify, assess, monitor and manage, in accordance with defined policies and procedures, the following principal market risks that are involved in our businesses: commodity price risk, interest rate risk and credit risk. We manage risk through a multi-faceted process with oversight by the Risk Management Committee that requires constant communication, judgment and knowledge of specialized products and markets. Our senior management takes an active role in the risk management process and has developed policies and procedures that require specific administrative and business functions to assist in the identification, assessment and control of various risks. These may include, but are not limited to market, operational, financial, compliance and strategic risk types. In recognition of the increasingly varied and complex nature of the energy business, our risk management process, policies and procedures continue to evolve and are subject to ongoing review and modification.

Commodity Price Risk

Our gas and electric subsidiaries have commodity price risk primarily related to the purchases of natural gas and power. To manage this market risk, our subsidiaries use derivatives, including commodity futures contracts, swaps, forwards and options. We do not participate in speculative energy trading activity.

Commodity price risk resulting from derivative activities at our rate-regulated subsidiaries is limited and does not bear significant exposure to earnings risk, since our current regulatory mechanisms allow recovery of prudently incurred purchased power, fuel and gas costs through the rate-making process, including gains or losses on these derivative instruments. These changes are included in the GCA and FAC regulatory rate-recovery mechanisms. If these mechanisms were to be adjusted or eliminated, these subsidiaries may begin providing services without the benefit of the traditional rate-making process and may be more exposed to commodity price risk. For additional information, see "Results and Discussion of Segment Operations" in this Management's Discussion.

Our subsidiaries are required to make cash margin deposits with their brokers to cover actual and potential losses in the value of outstanding exchange traded derivative contracts. The amount of these deposits, some of which are reflected in our restricted cash balance, may fluctuate significantly during periods of high volatility in the energy commodity markets.

Refer to Note 10, "Risk Management Activities," in the Notes to the Condensed Consolidated Financial Statements (unaudited) for further information on our commodity price risk assets and liabilities.

Interest Rate Risk

We are exposed to interest rate risk as a result of changes in interest rates on borrowings under our revolving credit agreement, commercial paper program, and accounts receivable programs, which have interest rates that are indexed to short-term market interest rates. Based upon average borrowings and debt obligations subject to fluctuations in short-term market interest rates, an increase (or decrease) in short-term interest rates of 100 basis points (1%) would have increased (or decreased) interest expense by $1.8 million and $6.1 million for the three and nine months ended September 30, 2025 and $1.7 million and $6.9 million for the three and nine months ended September 30, 2024, respectively. We are also exposed to interest rate risk as a result of changes in benchmark rates that can influence the interest rates of future long-term debt issuances. From time to time we may enter into forward interest rate instruments to lock in long term interest costs and/ or rates.

Credit Risk

Due to the nature of the industry, credit risk is embedded in many of our business activities. Our extension of credit is governed by a Corporate Credit Risk Management Policy which establishes guidelines for documenting management approval levels for credit limits, evaluating creditworthiness, and credit risk mitigation efforts. Exposures to credit risks are monitored by the risk management function, which is independent of commercial operations. Credit risk arises due to the possibility that a customer, supplier or counterparty will not be able or willing to fulfill its obligations on a transaction on or before the settlement date. For derivative-related contracts, credit risk arises when counterparties are obligated to deliver or purchase defined commodity units of gas or power to us at a future date per execution of contractual terms and conditions. Exposure to credit risk is measured in

terms of both current obligations and the market value of forward positions net of any posted collateral such as cash and letters of credit.

The financial status of our banking partners is periodically assessed through traditional credit ratings provided by major credit rating agencies.

## Other Information

### Critical Accounting Estimates

A summary of our critical accounting estimates is included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024. There were no material changes made as of September 30, 2025.

### Recently Issued Accounting Pronouncements

Refer to Note 2, "Recent Accounting Pronouncements," in the Notes to the Condensed Consolidated Financial Statements (unaudited) for additional information about recently issued and adopted accounting pronouncements.

## ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Quantitative and qualitative disclosures about market risk are reported in Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations - Market Risk Disclosures."

## ITEM 4. CONTROLS AND PROCEDURES

### Evaluation of Disclosure Controls and Procedures

Our chief executive officer and our chief financial officer are responsible for evaluating the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)). Our disclosure controls and procedures are designed to provide reasonable assurance that the information required to be disclosed by us in reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure and is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. Based upon that evaluation, our chief executive officer and chief financial officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective at a reasonable assurance level.

### Changes in Internal Controls

During the third quarter, we implemented the second and third phases of our three-phased Enterprise Asset Management ERP program. This implementation reflects our ongoing commitment to streamlining operations and enhancing logistics across the company. While there are inherent risks involved with the implementation of new systems and changes in internal controls associated with the transition to the new system, management believes it is adequately monitoring and managing the transition. Apart from this ERP implementation, there have been no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting during the most recently completed quarter covered by this report.

## PART II

### ITEM 1. LEGAL PROCEEDINGS

For a description of our legal proceedings, see Note 14, "Other Commitments and Contingencies - B. Legal Proceedings," in the Notes to the Condensed Consolidated Financial Statements (unaudited).

### ITEM 1A. RISK FACTORS

Please refer to the risk factors set forth in Part I, Item 1A of the Annual Report on Form 10-K for the year ended December 31, 2024 and Part II, Item 1A of the Quarterly Report on Form 10-Q for the quarter ended June 30, 2025. There have been no material changes to such risk factors other than as set forth below.

***Our construction of the Contract Assets involves significant risks. Construction delays, cost overruns or performance issues with the Contract Assets could reduce our returns under the Data Center Contract and could require us to obtain additional financing. Any further development of generation and transmission assets in connection with future data center contracts is expected to be subject to similar risks.***
We expect to construct, through GenCo, 400 MW of new battery storage and a new power generation facility consisting of two 1,300 MW combined-cycle, natural gas-fired turbines, which are expected to reach commercial operation between 2028 and 2032, as well as related transmission and distribution assets (which will be constructed by NIPSCO). In addition, in order to perform under any further data center contracts, we expect that we will need to develop additional generation and transmission assets. Our return under the Data Center Contract will be, and our return under future data center contract is expected to be, affected by our ability to construct, develop and place into service these assets on time or at all and consistent with initial cost estimates, as well as the performance of these assets once constructed and placed into service.

We have not previously constructed generation assets of the type and scale contemplated by the Data Center Contract. Although we have engaged reputable EPC contractors to manage the construction of these new assets, our ability to complete the construction in a timely manner and within budget is contingent upon many variables and subject to substantial risks. These variables include, but are not limited to, the receipt, timing and terms of required regulatory approvals, including approvals from the IURC and FERC; the ability of key suppliers and contractors to timely satisfy their obligations under existing or future contracts and in compliance with the terms of such contracts, including the EPC Contracts and equipment supply contracts we have already entered into; the impact of new tariffs, if any, inflation and other trade or economic factors that may impact the cost of supplies and services; changes in law or regulation, including environmental compliance requirements; the availability of and ability of our contractors to hire and retain qualified labor and the cost of such labor; the impact of public health emergencies or natural disasters or other severe weather events; capital market conditions, including the availability of credit and our ability to obtain financing on acceptable terms (as discussed below); charges allocated to us by MISO with respect to these assets; and the impact of public involvement, intervention or litigation. In addition, our ability to complete construction of any additional generation and transmission assets developed to support future data center contracts will be subject to all or most of the foregoing risks.

Under the Data Center Contract, if the Contract Assets are delivered into service late or do not achieve certain other performance-related milestones, Customer is entitled to liquidated damages, which would be offset against NIPSCO's billings to Customer and reduce the rate of return earned under the Data Center Contract. In addition, our actual costs to construct the Contract Assets may exceed the budget contemplated by the Data Center Contract, which could result from delays in construction or from other factors. Any such cost overruns will need to be funded initially by us, either through our cash flows from operating activities or additional debt or equity financing. Although our EPC contracts provide certain protections against cost overruns under those contracts, and any excess costs not recoverable through the EPC contracts are to be shared by us and Customer, any recoveries from our EPC contractors and/or Customer would occur over an extended period of time. The need for us to fund these expenses in the first instance may reduce our ability to use our operating cash flows for other purposes or may require us to obtain additional debt or equity financing, which may not be available on favorable terms or at all. These costs, if incurred, could negatively impact our return under the Data Center Contract or adversely affect our future results and financial condition. In addition, we expect that construction delays, performance shortfalls or cost overruns in connection with construction of generation and transmission assets supporting any future data center contracts could similarly have a negative effect on our return under such contracts and our financial condition.

***We will be required to obtain significant additional financing in order to construct the Contract Assets and any generation or transmission assets we develop to support future data center contracts. Such financing may not be available on favorable terms, if at all.***
In order to finance the construction of the Contract Assets, as well as any generation and transmission assets we develop to support future data center contracts, we expect to incur significant additional long-term debt and issue additional equity in NiSource, in addition to the financing we otherwise would seek to support investments in our existing businesses and refinance

existing indebtedness. The LLC Agreement and Amended LLC Agreement will allow for additional capital contributions from affiliates of Blackstone to NIPSCO Holdings II and Generation Holdings II in connection with such Blackstone affiliates' minority interest investments in those entities. In addition, we may consider other funding sources, structures, or partnerships as market conditions and strategic considerations evolve. The amount of additional long-term debt or NiSource equity needed to support construction of the Contract Assets and any generation and transmission assets to support future data center contracts could increase, potentially significantly, from our current expectations if we experience construction delays or cost overruns.

External factors such as inflation, monetary policy or other market conditions could impact our cost of borrowing and could make it more difficult to obtain the financing that is required to construct the Contract Assets on favorable terms, or at all. The issuance of additional debt could negatively impact our credit ratings and overall cost of capital, which could in turn adversely affect our future results and liquidity. In addition, an economic downturn or uncertainty, market turmoil, changes in interest rates, changes in tax policy, challenges faced by financial institutions, or a change in investor sentiment toward us or the utilities industry or the cloud-computing, artificial intelligence and data center industry generally could adversely affect our ability to raise the necessary capital. Reduced access to capital markets, increased borrowing costs, and/or lower equity valuation levels could jeopardize our ability to complete construction of the Contract Assets on-time and within budget, and could reduce future earnings per share and cash flows. In addition, any rise in interest rates may lead to higher borrowing costs, which may adversely impact reported earnings, cost of capital and capital holdings.

***Pursuit of our partnership with Customer creates significant opportunity costs and reduces our strategic and financial flexibility in the near term.***
We expect to incur significant indebtedness to fund our construction of the Contract Assets. Doing so will reduce our ability to incur further indebtedness to pursue other strategic opportunities, such as partnerships with other large data center customers or strategic mergers and acquisitions, while at the same time maintaining our investment grade credit ratings, which may require us to rely to a greater degree on equity financing in connection with future data center contracts and also may increase our reliance on equity financing for future investments in our existing traditionally regulated utility business, each of which could lead to substantial dilution of our existing shareholders. In addition, our credit rating agencies consider the percentage of our business comprised of traditionally regulated utility operations in their analysis of our credit quality.

In addition to these factors relating to our financing and credit ratings, our partnership with Customer is expected to employ a significant amount of our existing excess transmission infrastructure, which will limit our ability to use these assets for other opportunities, including additional data center opportunities. Furthermore, effectively overseeing the construction and financing of the Contract Assets will require significant time and attention of our management, which could detract from their oversight of our existing business and ability to pursue other strategic opportunities.

***The return structure and risk profile of Data Center Contract and related development of the Contract Assets differ from those of NIPSCO's traditionally regulated utility operations. Any future data center contracts we enter into are expected to have a comparable structure and risk profile.***
NIPSCO's and GenCo's operations under the Data Center Contract will be, and under future data center contracts are expected to be, regulated by the IURC in a different way from the regulatory mechanisms applicable to NIPSCO's historical operations, which could affect the manner in which we recover our investment costs and earn a return on our investment. NIPSCO's electric utility rates historically have been determined and approved in regulatory proceedings with the IURC based on an analysis of NIPSCO's costs to provide utility service and a return on, and recovery of, NIPSCO's investment in the utility business. Through the IURC rate-making process, retail rates may be adjusted over time, and NIPSCO may request additional revenue, in order to cover ongoing costs and investment and earn an adequate return.

In contrast, the terms of the Data Center Contract were, and the terms of any future data center contracts will be, determined by commercial negotiation with Customer. In the case of the Data Center Contract, these terms include the charges that we receive from Customer, which are designed to allow us to recover the costs that we incur to construct and operate the Contract Assets and earn a return, and provisions that may result in adjustments to those charges such as, among other factors, those relating to certain liquidated damages that we may owe Customer in the event of construction delays or capacity shortfalls and the parties' responsibility to share cost overruns, among other provisions. These terms do not guarantee a specific overall rate of return, and the overall return we earn under the Data Center Contract may ultimately be lower than that of NIPSCO's traditional utility operations. The IURC will not regulate the commercial terms of the Data Center Contract and is not expected to regulate the commercial terms of any future data center contracts; however, the IURC is expected to maintain oversight under the Data Center Contract and any future data center contracts to ensure NIPSCO provides reliable service to Customer and any future data center customers at just and reasonable rates. In order to recover our investment costs and earn our return under the Data Center Contract and any future data center contracts, our subsidiaries must efficiently perform their own obligations and must look to the Customer or future customers (or, if applicable, any parent guarantor) to perform its obligations, rather than the IURC making use of its traditional rate-making process. In addition, under the Data Center Contract, NIPSCO has direct contractual obligations to the Customer to, among other things, construct the Contract Assets and deliver committed electric

capacity in fixed amounts by certain dates. We expect our subsidiaries to have similar contractual obligations to customers in connection with any future data center contracts. If disputes arise with data center customers, including the Customer, regarding provisions of a data center contract, including the Data Center Contract, or payments to be made or actions to be taken thereunder, we may be significantly disadvantaged as a result of, among other factors, the significance of such contracts to us and the greater resources (financial and otherwise) available to the relevant customer. Any dispute or litigation with a data center customer, including the Customer, could create significant demands on the attention of management and result in significant costs to us.

In addition, the IURC, through its review and approval of the Data Center Contract and PPA between NIPSCO and GenCo, will have ultimate authority over the implementation of these agreements. In this context, we will need to continuously assess the applicability of ASC Topic 980 over the life of the Data Center Contract. It is possible that significant construction overruns, capacity shortfalls or other events that could result in NIPSCO or GenCo owing liquidated damages could either preclude ongoing application of ASC Topic 980 or result in an immediate disallowance and impairment of the Contract Assets. In addition, early termination of the Data Center Contract, could result in such impairment and discontinuation of application of ASC Topic 980, unless the Contract Assets can be used to support new or existing customers. If we incur significant costs that we are not able to recover from Customer (for example, greater than expected purchases of market capacity or operations and maintenance costs significantly exceeding those contemplated by the Data Center Contract), this also could discontinue the application of ASC Topic 980 to the Data Center Contract and the Contract Assets. We expect any future data center contracts will be subject to comparable risks.

***Our partnership with Customer exposes us to significant customer concentration risk.***
Customer will be a significant customer of our electric utility operations. For example, the generating capacity of the Contract Assets, when fully delivered into service, is expected to be approximately equivalent to the generating capacity of all NIPSCO's existing generating assets. However, Customer has the right to terminate the Data Center Contract for convenience following certain notice periods. If Customer terminates or defaults under the Data Center Contract or elects not to renew the Data Center Contract after the initial term, we may not be able to replace Customer's demand or otherwise fully utilize the assets constructed in connection with the Data Center Contract. We also may not receive the same level of return with respect to any alternative use.

In addition, Customer has a one-time option (exercisable no later than March 31, 2029) to halve committed capacity under the Data Center Contract to 1,200 MW commencing January 31, 2032. If Customer elects to reduce the committed capacity under the Data Center Contract or to terminate the Data Center Contract during its initial term, we will not receive the full earnings we expect to receive over the life of the Data Center Contract. Although the Data Center Contract provides for reimbursement for our investment in the Contract Assets and related expenses in the event of a reduction in the committed capacity or early termination, the amount of any reimbursement is capped under the Data Center Contract, with the amount of the caps being based on cost estimates determined as of signing. Furthermore, our ability to collect any reimbursable amounts will depend upon the willingness and ability of the Customer or its parent guarantor to satisfy their payment obligations under the Data Center Contract and related guarantee. Accordingly, we may not be able to recover our full investment, which may adversely affect our future results and financial condition.

Any of the above outcomes could adversely affect our future results, financial conditions and results of operations. Termination of the Data Center Contract during its initial term or exercise by Customer of its one-time option to reduce capacity also may cause us reputational harm, which could, among other things, negatively affect our ability to source and execute contracts with additional data center customers.

Many factors, including those outside our and Customer's control, could cause Customer to exercise its one-time option to reduce the committee capacity under the Data Center Contract or terminate the Data Center Contract during the initial term. Such factors include, for example: (i) construction delays, cost overruns or capacity shortfalls that occur in connection with our construction of the Contract Assets, (ii) similar problems that Customer may encounter in connection with constructing its data centers, (iii) any decrease or lessening of current cloud-computing or artificial intelligence demand trends or a change in the current supportive legal and regulatory environment (in Northern Indiana or elsewhere) with respect to cloud-computing or artificial intelligence, as well as other factors, which could negatively impact the demand for data centers, (iv) technological or other advances impacting the design and operation of data centers, which could reduce the amount of electricity needed to power data centers and (v) competing energy technologies could become a preferred source of energy for powering data centers.

Any future data center contracts our subsidiaries enter into may contain termination and/or capacity reduction provisions and related reimbursement comparable to the Data Center Contract, exposing us to risks comparable to those described above (the significance of which will be affected by the relative size of any such contract and the costs we incur to develop resources supporting such contract).

ITEM 1A. RISK FACTORS

**NiSource Inc.**

In addition, as a result of the Data Center Contract, and any further agreements we may sign with data center companies, our stock price may experience increased volatility as a result of factors outside our control. For example, our stock price may be negatively affected as a result of any actual or perceived slowdown in the adoption of artificial intelligence technology, the regulation or proposed regulation of such technology, or actual or perceived changes in the strategic or financial position of our data center customers.

***The long-term MISO capacity accreditation of capacity resources is uncertain. If the capacity resources that we construct to serve Customer or any future data center customers lose accreditation, we would need to construct additional generation assets to fulfill our obligations to such customers.***
In recent years, MISO has implemented new capacity accreditation rules and continues to put forth new plans and proposals relating to its accreditation requirements. Recent MISO accreditation changes have affected both natural gas and battery storage generation resources, but battery storage has been more significantly impacted. It is possible that, under future MISO rules, the capacity accreditation for the capacity resources we construct to serve Customer will be eliminated or reduced, in which case we would need to replace or supplement the accredited generation capacity we are planning to build in order to fulfill our obligations to Customer under the Data Center Contract. This additional investment would be funded initially by us. Although under the terms of the Data Center Contract the costs of this additional investment would be shared by us and Customer, our recovery from Customer would occur over an extended period of time. We expect that we would need to obtain significant additional debt and equity financing to fund these investments, which may not be available on favorable terms or at all. These costs, if incurred, could negatively impact our return under the Data Center Contract or adversely affect our future results and financial condition. In addition, these activities would be subject to the construction and financing-related risks described above. Any generation assets we develop to support future data center contracts will be subject to similar risks relating to MISO accreditation, which, depending on the terms of our future data center contracts, may expose us to risks similar to those described above or additional risks.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Minority Equity Interest Sale

On October 28, 2025, NiSource issued a 19.9% indirect equity interest in NiSource’s wholly-owned subsidiary GenCo to BIP Orion Holdco L.P. and BIP Orion Holdco II L.P., affiliates of Blackstone (collectively, “Investor”), in exchange for $35.2 million. On October 28, 2025, simultaneously with issuance of the 19.9% indirect equity interest in GenCo, Investor, Generation Holdings I, Generation Holdings II and NiSource entered into an Amended and Restated Limited Liability Company Agreement of Generation Holdings II (the “LLC Agreement”).

The LLC Agreement establishes, among other things, governance rights, exit rights, requirements for additional capital contributions, mechanics for distributions, and other arrangements for Generation Holdings II. Specifically, under the terms of the LLC Agreement, Investor will provide up to $1.325 billion in additional capital contributions over a seven-year period, which obligation is backed by an Equity Commitment Letter from Blackstone or an affiliate thereof. Under the LLC Agreement, Investor is entitled to appoint two directors to the board of directors of Generation Holdings II (the “Board”) so long as Investor (together with any approved affiliate) holds at least a 17.5% Percentage Interest (as defined in the LLC Agreement). Investor is expected to appoint two directors to the Board, such that the Board will be comprised of seven directors, two appointed by Investor and five appointed by NiSource. The LLC Agreement also contains certain investor protections, including, among other things, requiring Investor approval for Generation Holdings II to take certain major actions. In addition, the LLC Agreement contains certain terms surrounding transfer rights and other obligations applicable to both Investor and NiSource. Under the LLC Agreement, Generation Holdings II has agreed that, so long as Investor holds a 14.9% or greater Percentage Interest in Generation Holdings II, Generation Holdings II, NIPSCO Holdings II (as defined below) and/or their respective subsidiaries will be the exclusive vehicles for all power, storage and generation requirements for data center customers within NIPSCO’s service territory.

On October 28, 2025, the members of NIPSCO Holdings II entered into a Third Amended and Restated Limited Liability Company Agreement of NIPSCO Holdings II (the "Amended LLC Agreement"), which, among other changes, increased the amount and time period for additional mandatory capital contributions required to be contributed by Investor by $175 million and seven years, which obligation is backed by an Equity Commitment Letter from Blackstone or an affiliate thereof, and amended certain provisions to facilitate NIPSCO Holdings II and its subsidiaries’ provision of electric service to data center customers (and related activities) and their related contracts and arrangements with Generation Holdings II and its subsidiaries.

The foregoing descriptions of the LLC Agreement and the Amended LLC Agreement do not purport to be complete and are qualified in their entirety by reference to the terms and conditions of the LLC Agreement and Amended LLC Agreement, which are filed as Exhibits 10.1 and 10.2, respectively, and are incorporated by reference herein.

Director and Officer Trading Arrangements

During the quarter ended September 30, 2025, none of our directors or executive officers adopted or terminated a Rule 10b5-1 trading plan or adopted or terminated a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K).

ITEM 6. EXHIBITS

**NiSource Inc.**

| | |
|---|---|
| (10.1) | Amended and Restated Liability Company Agreement of Generation Holdings II LLC, dated October 28, 2025.* ** |
| (10.2) | Third Amended and Restated Liability Company Agreement of NIPSCO Holdings II LLC, dated October 28, 2025* ** |
| (31.1) | Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.* |
| (31.2) | Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.* |
| (32.1) | Certification of Chief Executive Officer pursuant to 18. U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).* |
| (32.2) | Certification of Chief Financial Officer pursuant to 18. U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).* |
| (101.INS) | Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document. |
| (101.SCH) | Inline XBRL Schema Document |
| (101.CAL) | Inline XBRL Calculation Linkbase Document |
| (101.LAB) | Inline XBRL Labels Linkbase Document |
| (101.PRE) | Inline XBRL Presentation Linkbase Document |
| (101.DEF) | Inline XBRL Definition Linkbase Document |
| (104) | Cover page Interactive Data File (formatted as inline XBRL, and contained in Exhibit 101.) |
| * | Exhibit filed herewith. |
| ** | Schedules and similar attachments to this Exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the U.S. Securities and Exchange Commission (the “SEC”) upon request |

SIGNATURE

**NiSource Inc.**

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 thereunto duly authorized.

| | | | NiSource Inc. |
|---|---|---|---|
| | | | (Registrant) |
| Date: | October 29, 2025 | By: | /s/ Gunnar J. Gode |
| | | | Gunnar J. Gode<br>Senior Vice President, Chief Accounting and Tax Officer<br>(Principal Accounting Officer) |

*Exhibit 10.1*

# AMENDED AND RESTATED

# LIMITED LIABILITY COMPANY AGREEMENT

# OF

# GENERATION

# HOLDINGS II LLC

**TABLE OF CONTENTS**

**Page**

ARTICLE I GENERAL MATTERS 2

Section 1.1 Formation 2
Section 1.2 Name 2
Section 1.3 Purpose 2
Section 1.4 Registered Office 2
Section 1.5 Registered Agent 2
Section 1.6 Members 3
Section 1.7 Powers 4
Section 1.8 Limited Liability Company Agreement 4
Section 1.9 Issuance of Additional Membership Interests 4
Section 1.10 No State Law Partnership 4

ARTICLE II MANAGEMENT 4

Section 2.1 Directors 4
Section 2.2 Number of Directors; Proportional Appointment Rights 4
Section 2.3 Removal of Directors 5
Section 2.4 Vacancies 6
Section 2.5 Acts of the Board; Voting 6
Section 2.6 Compensation of Directors 6
Section 2.7 Meetings of Directors; Monthly Meetings; Notice 6
Section 2.8 Quorum 7
Section 2.9 Place and Method of Meetings 7
Section 2.10 Action by the Board Without a Meeting 8
Section 2.11 Duties of Directors 8
Section 2.12 Committees 8
Section 2.13 Investor Member Board Observer 8
Section 2.14 Related Party Matters 9

ARTICLE III OFFICERS 10

Section 3.1 Appointment and Tenure 10

Section 3.2 Removal 11
Section 3.3 President 11
Section 3.4 Vice Presidents 11
Section 3.5 Secretary; Assistant Secretaries 11
Section 3.6 Treasurer; Assistant Treasurers 11
Section 3.7 Duties of Officers 11

ARTICLE IV DEFAULT; DISSOLUTION 12

Section 4.1 Events of Default 12
Section 4.2 Default Notice 12
Section 4.3 Dissolution 12

ARTICLE V CAPITAL CONTRIBUTIONS; DISTRIBUTIONS; ALLOCATIONS 13

Section 5.1 Capital Contributions 13
Section 5.2 Distributions Generally 18
Section 5.3 Distributions upon the Occurrence of an Event of Dissolution 18
Section 5.4 Capital Accounts 19
Section 5.5 Withdrawal of Capital; Interest 19
Section 5.6 Allocation of Profits and Losses 19
Section 5.7 Special Allocations 20
Section 5.8 Other Allocation Rules for Profits and Losses for Capital Accounts 21
Section 5.9 Tax Allocations; Code Section 704(c) Allocations 21
Section 5.10 Allocation of Liabilities 22
Section 5.11 Compliance with Tax Laws 22

ARTICLE VI TRANSFERS OF MEMBERSHIP INTERESTS 22

Section 6.1 General Restriction 22
Section 6.2 Transfers to Permitted Transferees; Liens by Members 23
Section 6.3 Right of First Offer 24
Section 6.4 Tag-Along Rights. 26
Section 6.5 Drag-Along Rights 27
Section 6.6 Cooperation 29
Section 6.7 Blocker Entity 30

ARTICLE VII PREEMPTIVE RIGHTS 30

Section 7.1 Preemptive Rights 30

ARTICLE VIII PROTECTIVE PROVISIONS 31

Section 8.1 Investor Member Threshold Matters 31
Section 8.2 Consultation Matters 33
Section 8.3 Indebtedness 34
Section 8.4 Actions by the Investor Directors on behalf of the BIP Investor Member 34
Section 8.5 Additional Actions 34
Section 8.6 Acknowledgement of Purpose of Provisions 34

ARTICLE IX OTHER COVENANTS AND AGREEMENTS 34

Section 9.1 Books and Records 34
Section 9.2 Financial Reports 35
Section 9.3 Other Business; Corporate Opportunities 36
Section 9.4 Compliance with Laws 36
Section 9.5 Non-Solicit 37
Section 9.6 Confidentiality 37
Section 9.7 Expenses 38
Section 9.8 Obligations in Respect of Financings 38
Section 9.9 Credit Support 39

ARTICLE X TAX MATTERS 40

Section 10.1 Tax Classification 40
Section 10.2 Partnership Representative 40
Section 10.3 Tax Elections 41
Section 10.4 Cooperation 42
Section 10.5 Withholding 42
Section 10.6 Certain Representations and Warranties 42

ARTICLE XI LIABILITY; EXCULPATION; INDEMNIFICATION 42

Section 11.1 Liability; Member Duties 42
Section 11.2 Exculpation 43
Section 11.3 Indemnification 43
Section 11.4 Authorization 43
Section 11.5 Reliance on Information 43
Section 11.6 Advancement of Expenses 43
Section 11.7 Non-Exclusive Provisions 44
Section 11.8 Survival of Indemnification and Advancement of Expenses 44
Section 11.9 Limitations 44

ARTICLE XII REPRESENTATIONS AND WARRANTIES 44

Section 12.1 Company Representations and Warranties 44
Section 12.2 Members Representations and Warranties 46

ARTICLE XIII MISCELLANEOUS 46

Section 13.1 Notices 46
Section 13.2 Assignment 47
Section 13.3 Waiver of Partition 48
Section 13.4 Further Assurances 48
Section 13.5 Third Party Beneficiaries 48
Section 13.6 Parties in Interest; Non-Recourse 48
Section 13.7 Severability 48
Section 13.8 Construction 48
Section 13.9 Complete Agreement 48
Section 13.10 Amendment; Waiver 49

Section 13.11 Governing Law 49
Section 13.12 Specific Performance 49
Section 13.13 Escalation; Arbitration 50
Section 13.14 Counterparts 51
Section 13.15 Fair Market Value Determination 51
Section 13.16 Certain Definitions 51
Section 13.17 Terms Defined Elsewhere in this Agreement 64
Section 13.18 Other Definitional Provisions 65

Schedules

Schedule 1 – Schedule of Members
Schedule 2 – Senior Management Termination Event

APPENDICES

Appendix A – Prohibited Competitors

**Article I**
**TRANSFERS OF MEMBERSHIP INTERESTS**

Section 1.1 General Restriction.

(a) No Member shall Transfer any of its Membership Interests except pursuant to and in accordance with this Article VI. Any purported Transfer by any Member of its Membership Interests in violation of this Section 6.1(a), or without compliance in all respects with the provisions of this Article VI pertaining to such purported Transfer, shall be invalid and void ab initio, and such purported Transfer by such Member shall constitute a material breach of this Agreement for purposes of Article VI.

(b) Subject to Section 6.2, neither Investor Member may Transfer any of its Membership Interests to any Person prior to the date that is the seventh (7$^{th}$) anniversary of the Effective Date (the "Lock-Up Period") other than with the prior written consent of the NiSource Member. After the expiration of the Lock-Up Period, each Investor Member, as applicable, may Transfer its Membership Interests in accordance with this Article VI. Notwithstanding the forgoing, each Investor Member may at any time Transfer Membership Interests in compliance with Section 6.2.

(c) Transfers by Members in accordance with and pursuant to this Article VI shall entitle each applicable transferee to the rights and obligations of the transferor under this Agreement.

(d) The Investor Members and the NiSource Member acknowledge any indirect Transfers of any Member's Membership Interest shall be deemed a Transfer by such Member hereunder.

(e) The Parent has joined this Agreement solely for the purpose of acknowledging the obligations of the NiSource Member under this Article VI.

Section 1.2 Transfers to Permitted Transferees; Liens by Members.

(a) Notwithstanding Section 6.1, each Member may Transfer at any time all or any portion of the Membership Interests held by it to any one of its Permitted Transferees; provided, that, in connection with any such Transfer, (a) such Permitted Transferee shall, in writing, assume all of the rights and obligations of the transferring Member as a Member under this Agreement and as a Party hereto with respect to the Transferred Membership Interests, (b) such Permitted Transferee is as creditworthy as the transferring Member and provides evidence thereof to the non-transferring Members, (c) the transferring Member remains liable for all liabilities and obligations of the Permitted Transferee, and (d) effective provision shall be made whereby such Permitted Transferee shall be required, prior to the time when it shall cease to be a Permitted Transferee of the transferring Member, to Transfer such Membership Interests to the transferring Member or to another Person that would be a Permitted Transferee of the transferring Member as of such applicable time. In the event that a Member (including, as the case may be, a Permitted Transferee) intends to Transfer its Membership Interests to a Permitted Transferee, such transferring Member or the Permitted Transferee, as applicable, shall notify the other Members and the Company of the intended Transfer at least twenty (20) Business Days prior to the intended Transfer.

(b) Each Member shall be permitted to directly or indirectly Encumber its Membership Interests or any Equity Interests in such Member in connection with any debt financing, the proceeds of which have been or will be used by such Member to finance its purchase of such Membership Interests

(whether in respect of an issuance of new Membership Interests by the Company or the purchase of existing Membership Interests from a Member or the refinancing of any such debt financing in the future), to fund the capital expenditure needs of the Company and its Subsidiaries or to fund its capital needs for any Mandatory Capital Contribution and neither such Lien nor any commencement or consummation of foreclosure proceedings or exercise of foreclosure remedies by a secured party on a Member's Membership Interests Encumbered in connection with any such debt financing shall, in either case, be considered a "Transfer" for any purpose under this Agreement; provided, that (i) such Member shall be obligated to promptly notify the other Members and the Company in writing following the commencement of any such foreclosure remedies or proceedings, (ii) in the event of the consummation of such a foreclosure, such Member will automatically cease to be deemed the owner of the Membership Interests so foreclosed and will cease to have any rights in respect thereof (with the financing source foreclosing on such Membership Interests succeeding to the rights and responsibilities of the Member hereunder), and (iii) the consummation of any such foreclosure will be subject to the receipt of any required authorization, approval or consent of all applicable Governmental Bodies; provided, further, following exercise of any foreclosure or similar rights, such lender or similar Person may not further Transfer such Membership Interests without complying with this Article VI, including, Section 6.3.

Section 1.3 Right of First Offer.

(a) Prior to any Transfer by a Member (each, a "Transferring Member") of all or any portion of its Membership Interests other than to a Permitted Transferee of such Transferring Member, the Transferring Member must first offer to sell to the other Members (the "Non-Transferring Member"; provided, that (x) if the Transferring Member is an Investor Member, the other Investor Member shall not be deemed a Non-Transferring Member for any purpose under this Section 6.3 and (y) if the Transferring Member is the NiSource Member, the Investor Members jointly shall be deemed the Non-Transferring Member for all purposes under this Section 6.3) all of its Membership Interests that it desires to sell (such Membership Interests to be offered for sale to the Non-Transferring Member pursuant to this Section 6.3, the "Subject Membership Interests"), in each case, in accordance with the procedures set forth in the provisions of this Section 6.3.

(i)

(A) If the Investor Member is the Transferring Member, the Investor Member shall first deliver to the Non-Transferring Member a written notice which shall be a binding offer (an "Investor Sale Notice") setting forth the cash price and all other material terms and conditions at which the Investor Member is willing to sell the Subject Membership Interests to the Non-Transferring Member, which notice shall constitute an offer to the Non-Transferring Member to effect such purchase and sale on the terms set forth therein. Any such Investor Sale Notice shall be firm, not subject to withdrawal, and prepared and delivered in good faith. Within ninety (90) days following its receipt of an Investor Sale Notice, the Non-Transferring Member may accept the Investor Member's offer and purchase the Subject Membership Interests at the cash price and upon the other material terms and conditions set forth in the Investor Sale Notice, in which event the closing of the purchase and sale of the Subject Membership Interests will take place as promptly as practicable, subject to customary closing conditions, including the receipt of required regulatory approvals.

(B) If the NiSource Member is the Transferring Member, the NiSource Member shall first deliver to the Non-Transferring Member a written right of first offer notice (a "NiSource Sale Notice") describing the Subject Membership Interests and setting forth all other material terms and conditions (other than the cash price) upon which the NiSource Member is willing to sell the Subject Membership Interests to the Non-Transferring Member. The NiSource Sale Notice shall not be a binding offer and need not include a price. Within ninety (90) days following its receipt of a NiSource Sale Notice, the Investor Member (as the Non-Transferring Member) may deliver to the NiSource Member a written response setting forth the cash price and confirming the other material terms and conditions specified in the NiSource Sale Notice (the "Investor Offer"). The Investor Offer shall be a binding offer by the Investor Member to purchase the Subject Membership Interests on the terms set forth therein, shall be firm, not subject to withdrawal, and prepared and delivered in good faith, and shall remain open for acceptance by the NiSource Member for a period of ninety (90) days following the

NiSource Member's receipt thereof. The NiSource Member may accept the Investor Offer within such ninety (90)-day period, in which event the closing of the purchase and sale of the Subject Membership Interests will take place as promptly as practicable, subject to customary closing conditions, including the receipt of required regulatory approvals. If the NiSource Member does not accept the Investor Offer within such ninety (90)-day period, the Investor Offer shall be deemed rejected and shall terminate without further action by any party.

(ii) If the NiSource Member does not accept the offer made pursuant to the Investor Sale Notice or the Investor Offer within such ninety (90)-day period (or if the Investor Member does not make an Investor Offer within ninety (90) days following receipt of a NiSource Sale Notice), then the Transferring Member will, for a period of one hundred eighty (180) days commencing on the earlier of (A) the expiration of such ninety (90)-day period (or ninety (90) -day period if the Investor Member does not make an Investor Offer) and (B) the delivery of a written notice by the NiSource Member to the Investor Member rejecting the offer set forth in the Investor Sale Notice or Investor Offer, as applicable, (if any) (such one hundred eighty (180)-day period, the "Sale Period"), be entitled to sell the Subject Membership Interests to any one Third Party for (x) in the case of the NiSource Member being the Transferring Member, at any higher price than the price set forth in the Investor Offer (or at any price if the Investor Member does not make an Investor Offer) and (y) in the case of the Investor Member being the Transferring Member, at a price greater than one hundred and seven and a half percent (107.5%) of the price set forth in the Investor Sale Notice (the "Threshold Price") and upon other terms and conditions (excluding price) that are not more favorable to the acquiror than those specified in the Investor Sale Notice or Investor Offer, as applicable, subject to the other terms of this Section 6.3 (including Section 6.3(e)); provided, that, to the extent the Investor Member receives a price lower than the Threshold Price, the Investor Member will offer to sell such Subject Membership Interests at the offered price to the NiSource Member and the NiSource Member shall have thirty (30) days to accept such offer; provided, if the NiSource Member does not accept such offer or respond in that period, then the Investor Member may sell the Subject Membership Interests to the third party at the revised price that is below the Threshold Price. If such sale to any Third Party is not completed prior to the expiration of the Sale Period, then the process initiated by the delivery of the Investor Sale Notice or NiSource Sale Notice, as applicable, shall be lapsed, and the Transferring Member will be required to repeat the process set forth in this Section 6.3 before entering into any agreement with respect to, or consummating, any sale of Membership Interests to any Third Party; provided, that if a definitive agreement providing for the consummation of such sale is executed within the Sale Period but such sale has not been consummated at the expiration of the Sale Period solely as a result of a failure to receive the requisite authorization, approval or consent of any Governmental Body in respect of such sale, then the Sale Period shall be extended solely to the extent necessary to permit the receipt of all such authorizations, approvals or consents which are in process but have not been received from the relevant Governmental Body as of the original expiration date of the Sale Period and the consummation of the sale provided for in such definitive agreement; provided, that the Transferring Member shall have used efforts in seeking such authorizations, approvals and consents, consistent with its obligations under such definitive agreements in respect thereof.

(b) The Investor Members and their respective Permitted Transferees (if any) shall not be permitted to Transfer any of their Membership Interests to a Prohibited Competitor without the prior written consent of the NiSource Member. Within ten (10) Business Days after January 1 of each year, the NiSource Member shall have the right (i) to update the list of Prohibited Competitors set forth on Appendix (A) to replace no more than three (3) of the Prohibited Competitors with other Competitors designated by the NiSource Member, and (ii) in addition to any replacements pursuant to clause (i), to add up to two (2) additional Competitors designated by the NiSource Member to such list.

(c) No Transfer of Membership Interests by an Investor Member to any Third Party pursuant to Section 6.3(a)(ii) may be effected if it would, or would reasonably be expected to in the reasonable and good faith determination of the NiSource Member in consultation with the Board, (i) have a material and adverse effect on the Company Group or (ii) create a material risk of a material adverse regulatory consequence on any member of the Company Group or the Outside Group as a result of the identity of the Third Party transferee, any action taken or reasonably expected to be taken by any Governmental Body with respect to such Transfer or change in Tax status of any Person caused or reasonably expected to be caused by such Transfer, any terms or conditions of such Transfer, any requirement that the Membership Interests be registered under any applicable securities Laws in connection with or as a result of such

Transfer, or any other similar matter. For purposes of this Section 6.3 and Section 6.4, "control" means (x) the ownership of at least a majority of the issued and outstanding Membership Interests of the Company, or (y) the ability to elect, directly or indirectly, a majority of the Directors of the Company in accordance with this Agreement.

(d) Prior to the consummation of any Transfer pursuant to Section 6.3(a)(ii), the Transferring Member shall have delivered to the Board and the Non-Transferring Member evidence reasonably satisfactory to the Board (with the Directors appointed by the Transferring Member abstaining from any such determination) and to the Non-Transferring Member that (i) the transferee is a Qualified Transferee and (ii) the Transfer complies with the provisions of Section 6.3(b) (if applicable) and Section 6.3(c).

(e) Any sale by the Transferring Member to the Non-Transferring Member, pursuant to Section 6.3(a) shall be consummated pursuant to a membership interest purchase agreement which shall contain representations and warranties by the Transferring Member to the Non-Transferring Member that (i) the Transferring Member has full right, title and interest in and to the Subject Membership Interests, (ii) the Transferring Member has all the necessary power and authority and has taken all necessary action to Transfer the Subject Membership Interests to the Non-Transferring Member as contemplated by this Section 6.3, (iii) the Subject Membership Interests are free and clear of any and all Liens other than those arising as a result of or under the terms of this Agreement and those arising under securities Laws of general applicability pertaining to limitations on the transfer of unregistered securities and (iv) other customary representations and warranties.

Section 1.4 Tag-Along Rights.

(a) Other than with respect to a Transfer proposed and made in accordance with Section 6.5, in the event that the NiSource Member proposes to effect a Transfer to a Third Party transferee (the "Tag-Along Buyer") of a number of its Membership Interests constituting more than 25% of the total Membership Interests then outstanding (a "Tag-Along Sale"), then the NiSource Member shall give the Investor Members written notice (a "Tag-Along Notice") of such proposed Transfer at least thirty (30) days prior to the consummation of such Tag-Along Sale, setting forth (w) the number of Membership Interests ("Tag-Along Offered Membership Interests") proposed to be Transferred to the Tag-Along Buyer and the purchase price, (x) the identity of the Tag-Along Buyer, (y) any other material terms and conditions of the proposed Transfer and (z) the intended dates on which the NiSource Member will enter into a definitive agreement in respect of such proposed Transfer and consummate such proposed Transfer.

(b) Upon delivery of a Tag-Along Notice, the Investor Members shall have the right to sell up to their respective Tag Portions, at the same price per Membership Interest, for the same form of consideration and pursuant to the same terms and conditions (including time of payment) as set forth in the Tag-Along Notice (or, if different, as such are applicable at the time of the entry into a definitive agreement in respect of, or at the time of the consummation of, the Tag-Along Sale). If an Investor Member wishes to participate in the Tag-Along Sale, then such Investor Member shall provide written notice to the NiSource Member no less than forty-five (45) days after the date of the Tag-Along Notice, indicating such election, provided however if the BIP Investor Member elects to sell its respective Tag Portion the VCOC Investor Member shall be required to sell its respective Tag Portion on the same terms set forth in the election notice by the BIP Investor Member. Such notice shall set forth the number of its Membership Interests that such Investor Member elects to include in the Tag-Along Sale (which number shall not exceed its Tag Portion), and such notice shall constitute such Investor Member's binding agreement to sell such Membership Interests on the terms and subject to the conditions applicable to the Tag-Along Sale.

(c) Any Transfer of an Investor Member's Membership Interests in a Tag-Along Sale shall be on the same terms and conditions as the Transfer of the NiSource Member's Membership Interests in such Tag-Along Sale, except as otherwise provided in this Section 6.4(c). Any participating Investor Member shall be required to make customary representations and warranties in connection with the Transfer of its Membership Interests, including as to its ownership and authority to Transfer, free and clear of all Liens, such Membership Interests and shall indemnify and hold harmless, to the fullest extent permitted by applicable Law, the Tag-Along Buyer against all losses of whatever nature arising out of, in connection with or related to any breach of any representation or warranty made by, or agreements,

understandings or covenants of such Investor Member, as the case may be, under the terms of the agreements relating to such Transfer of such Investor Member's Membership Interests, in each case not to exceed the equivalent obligations to indemnify and hold harmless the Tag-Along Buyer provided by the NiSource Member; provided, that (i) liability for misrepresentation or indemnity shall (as between the NiSource Member and any such Investor Member) be expressly stated to be several but not joint and the NiSource Member and any such Investor Member shall not be liable for any breach of covenants or representations or warranties as to the Membership Interests of any other Member and shall not, in any event, be liable for more than its pro rata share (based on the proceeds to be received) of any liability for misrepresentation or indemnity, (ii) any participating Investor Member shall benefit from any releases of sellers or other provisions in the transaction documentation of general applicability to sellers to the same extent as the NiSource Member, (iii) any participating Investor Member shall not be obligated to agree to any non-customary administrative covenants (such as any non-compete covenants that would restrict its or its Affiliates' business activities), and (iv) any participating Investor Member shall not be obligated to provide indemnification obligations that exceed its proceeds from the Tag-Along Sale.

(d) Notwithstanding the foregoing, and for the avoidance of doubt, no Investor Member shall be entitled to Transfer its Membership Interests pursuant to this Section 6.4 in the event that, notwithstanding delivery of a written notice of election to participate in such Tag-Along Sale pursuant to this Section 6.4, such Investor Member fails to consummate the Transfer of its Membership Interests (on the terms and conditions required by this Section 6.4) in the applicable Tag-Along Sale.

(e) For the avoidance of doubt, the rights conferred to each Investor Member under this Section 6.4 do not apply in the event of a Change in Control of the NiSource Member.

Section 1.5 Drag-Along Rights.

(a) In the event that the NiSource Member intends to effect a sale of all or any portion of the Membership Interests owned by the NiSource Member and such Membership Interests constitute at least a majority of the issued and outstanding Membership Interests of the Company (a "Drag-Along Sale"), then the NiSource Member shall have the option (but not the obligation) to require each Investor Member to Transfer all of its Membership Interests to the Third Party buyer (the "Drag-Along Buyer") (or to such other Party as the Drag-Along Buyer directs) in accordance with the provisions of this Section 6.5 (such right of the NiSource Member, the "Drag-Along Right").

(b) If the NiSource Member elects to exercise the Drag-Along Right pursuant to Section 6.5(a), then the NiSource Member shall send a written notice to each applicable Investor Member (a "Drag-Along Notice") specifying (i) that such Investor Member is required to Transfer all of its Membership Interests pursuant to this Section 6.5, (ii) the amount and form of consideration payable for such Investor Member's Membership Interests, (iii) the name of the Third Party to which such Investor Member's Membership Interests are to be Transferred (or which is otherwise entitled to direct the disposition thereof at the consummation of the Drag-Along Sale), (iv) any other material terms and conditions of the proposed Transfer and (v) the intended dates on which the NiSource Member will enter into a definitive agreement in respect of such proposed Transfer and consummate such proposed Transfer.

(c) In the event that the NiSource Member elects to exercise the Drag-Along Right, then each Investor Member hereby agrees with respect to all Membership Interests it holds:

(i) in the event such transaction requires the approval of Members, to vote (in person, by proxy or by action by written consent, as applicable) all of its Membership Interests in favor of such Drag-Along Sale;

(ii) to execute and deliver all related documentation and take such other action reasonably necessary to enter into definitive agreements in respect of and to consummate the proposed Drag-Along Sale in accordance with, and subject to the terms of, this Section 6.5; and

(iii) not to deposit its Membership Interests in a voting trust or subject any Membership Interests to any arrangement or agreement with respect to the voting of such Membership Interests, unless specifically requested to do so by the Drag-Along Buyer in connection with a Drag-Along Sale.

(d) Subject to Section 6.5(e), any Transfer of an Investor Member's Membership Interests in a Drag-Along Sale shall be on the same terms and conditions as the proposed Transfer of the NiSource Member's Membership Interests in the Drag-Along Sale. Upon the request of the NiSource Member, each Investor Member shall be required to make customary representations and warranties in connection with the Transfer of such Investor Member's Membership Interests, including as to its ownership and authority to Transfer, free and clear of all Liens, its Membership Interests, and shall indemnify and hold harmless, to the fullest extent permitted by applicable Law, the Drag-Along Buyer against all losses of whatever nature arising out of, in connection with or related to any breach of any representation or warranty made by, or agreements, understandings or covenants of such Investor Member as the case may be, under the terms of the agreements relating to such Transfer of such Investor Member's Membership Interests, in each case not to exceed the equivalent obligations to indemnify and hold harmless the Drag-Along Buyer provided by the NiSource Member; provided, that (i) liability for misrepresentation or indemnity shall (as between the NiSource Member and such Investor Member) be expressly stated to be several but not joint and the NiSource Member and such Investor Member shall not be liable for any breach of covenants or representations or warranties as to the Membership Interests of any other Member and shall not, in any event, be liable for more than its pro rata share (based on the proceeds to be received) of any liability for misrepresentation or indemnity, (ii) such Investor Member shall benefit from any releases of sellers or other provisions in the transaction documentation of general applicability to sellers to the same extent as the NiSource Member and (iii) such Investor Member shall not be obligated to provide indemnification obligations that exceed its proceeds from the Drag-Along Sale.

(e) Any Transfer required to be made by an Investor Member pursuant to this Section 6.5 shall be for consideration consisting of cash or cash equivalents (or a combination thereof). Without the consent of the applicable Investor Member, an Investor Member shall not be required in connection with such Drag-Along Sale to agree to any material indemnification obligations, material, non-customary administrative covenants (including, but not limited to, restrictive covenants (such as non-solicit and non-compete covenants) that would restrict its or its Affiliates' business activities).

(f) At the consummation of the Drag-Along Sale, each Investor Member shall Transfer all of its Membership Interests to the Drag-Along Buyer (or its designee), and the Drag-Along Buyer shall pay the consideration due for such Investor Member's Membership Interest. If either Investor Member has failed, as of immediately prior to the time that the consummation of the Drag-Along Sale would otherwise have occurred, to have taken all actions necessary in accordance with this Agreement to consummate the Transfer of the Membership Interests held by it, then such Investor Member shall be deemed to be in material breach of this Agreement for purposes of Article IV and for all other purposes hereunder, shall be a Defaulting Member, and shall be deemed to have granted (and hereby grants, contingent only on the occurrence of such failure) an irrevocable appointment of any Person nominated for the purpose by the NiSource Member to be such Investor Member's agent and attorney to execute all necessary documentation and instruments on its behalf to Transfer such Investor Member's Membership Interest to the Drag-Along Buyer (or as it may direct) as the holder thereof, in each case consistent with the terms set forth in this Section 6.5.

(g) The NiSource Member shall have a period of 180 days commencing on the delivery of the Drag-Along Notice (such 180-day period, the "Drag Sale Period") to consummate the Drag-Along Sale. If the Drag-Along Sale is not completed prior to the expiration of the Drag Sale Period, then the process initiated by the delivery of the Drag-Along Notice shall be lapsed, and the NiSource Member will be required to repeat the process set forth in this Section 6.5 to pursue any Drag-Along Sale; provided that if a definitive agreement providing for the consummation of such Drag-Along Sale is executed within the Drag Sale Period but such Drag-Along Sale has not been consummated at the expiration of the Drag Sale Period solely as a result of a failure to receive the requisite authorization, approval or consent of any Governmental Body in respect of such Drag-Along Sale, then the Drag Sale Period shall be extended solely to the extent necessary to permit the receipt of all such authorizations, approvals or consents which are in process but have not been received from the relevant Governmental Body as of the original expiration date of the Drag Sale Period and the consummation of the Drag-Along Sale provided for in such definitive agreement; provided, that the NiSource Member shall have used efforts in seeking such authorizations, approvals and consents consistent with its obligations under such definitive agreement(s) in respect thereof.

(h) Notwithstanding the foregoing, the NiSource Member may not exercise the Drag-Along Right or consummate any Drag-Along Sale, without the prior written consent of the BIP Investor Member unless the applicable Drag-Along Sale would result in the Investor Members receiving proceeds resulting in the Investor Members collectively achieving at least a IRR of 10% (the "Investor Return Threshold") and a MOIC of 2.15x (the "MOIC Return Threshold"); provided, that any shortfall in the Investor Members collectively achieving the Investor Return Threshold or the MOIC Return Threshold may be paid by the NiSource Member to the Investor Members in immediately available funds at the closing of the Drag-Along Sale, in which case the prior written consent of the BIP Investor Member shall not be required to exercise the Drag-Along Right or consummate such Drag- Along Sale.

(i) For the avoidance of doubt, the rights conferred to the NiSource Member under this Section 6.5 do not apply in the event of a Change in Control of the NiSource Member.

Section 1.6 Cooperation. The transferring Member acknowledges and agrees that it shall cooperate reasonably to obtain the requisite authorization, approval or consent of any Governmental Body necessary to consummate any Transfers contemplated or permitted by this Article VI. The Members shall have the right in connection with any Transfer of Membership Interests permitted by this Agreement (or in connection with the investigation or consideration of any such potential Transfer) to require the Company to reasonably cooperate with potential purchasers in such prospective Transfer (at the sole cost and expense of the applicable Member or such potential purchasers) by taking such actions reasonably requested by the applicable Member or such potential purchasers to cooperate in such Transfer, including (a) preparing or assisting in the preparation of due diligence materials and (b) providing such reasonable access to the Company's and each of its Subsidiaries' books, records, properties and other materials (subject, in each case, to the execution of customary confidentiality and non-disclosure agreements and subject to attorney-client privilege) to potential purchasers; provided that no such cooperation by the Company shall be required (i) until the relevant potential purchaser executes and delivers to the Company a customary confidentiality agreement, (ii) to the extent such cooperation would unreasonably interfere with the normal business operations of the Company or any of its Subsidiaries, and (iii) to the extent the provision of any information would (A) conflict with, or constitute a violation of, any applicable Law or Order or cause a loss of attorney-client privilege of the Company or any of its Subsidiaries, (B) in the NiSource Member's reasonable determination, require the disclosure of any information that is proprietary, confidential or sensitive to the NiSource Member or to any member of the Outside Group, or (C) require the disclosure of any information relating to any joint, combined, consolidated or unitary Tax Return that includes the NiSource Member or any other member of the Outside Group or any supporting work papers or other documentation related thereto.

Section 1.7 Blocker Entity.

(a) Notwithstanding anything to the contrary in this Agreement, if an Investor Member is participating in any sale of Membership Interests pursuant to Section 6.3, Tag-Along Sale or Drag-Along Sale or any other Transfer of its Membership Interests, the owners of such Investor Member (or, as applicable, the regarded owner of such Investor Member for U.S. federal income tax purposes) (each, a "Blocker Seller") shall, use commercially reasonable efforts to sell, and the NiSource Member and the Company will use commercially reasonable efforts to structure such sale or transfer such that the Blocker Seller is able to sell, Equity Interests in such Investor Member (or, as applicable, the regarded owner of such Investor Member for U.S. federal income tax purposes), in lieu of selling the Membership Interests held (directly or indirectly) by such Investor Member in exchange for consideration equal to the value of the Membership Interests as determined in such sale pursuant to Section 6.3, Tag-Along Sale or Drag-Along Sale or other Transfer, held (directly or indirectly) by such Investor Member without discount (as appropriately adjusted for any partial sale).

(b) Notwithstanding anything to the contrary in this Agreement, but subject to the last sentence of this Section 6.7(b), the Members shall use reasonable efforts and cooperate in good faith to (i) minimize any tax liabilities of the Company or its Members, including with respect to the structure of each Member's ownership in the Company and in connection with claiming any tax credits or accelerated tax depreciation deductions, and (ii) ensure recoverability of tax expense under any applicable rates approved by the IURC, FERC or such other applicable Governmental Body. In no event shall any Member be required to take any action that would reasonably be expected to result in a material economic, financial or tax consequence on such Member or its Affiliates, as determined by such Member in good faith.

(c) With respect to tax exempt entities which hold a Percentage Interest in the Company, directly or indirectly, the Investor Members shall use commercially reasonable efforts, to the extent requested by the NiSource Member but no more frequently than a quarterly basis, to provide the NiSource Member a reasonable estimate based on information then available to the Investor Member of the estimated amount of Percentage Interest held by such entities in the aggregate, until such time as the applicable Investor Member has no tax-exempt investors in such Investor Member's ownership structure in the Company.

## Article II
## PREEMPTIVE RIGHTS

Section 2.1 Preemptive Rights. The Company hereby grants to each Member the right to purchase such Member's Preemptive Right Share of all (or any part) of any New Securities that the Company may from time to time issue after the Effective Date (the "Preemptive Right"); provided, however, that the Preemptive Right shall not apply with respect to New Securities issues or to be issued in any public offering or pursuant to failures to fund Additional Funding Requirements or as otherwise specifically provided herein. In the event the Company proposes to undertake an issuance of New Securities (in a single transaction or a series of related transactions), the Company shall give to each Member written notice of its intention to issue New Securities (the "Preemptive Right Participation Notice"), describing the amount and type of New Securities, the cash purchase price and the general terms upon which it proposes to issue such New Securities. Each Member shall have twenty (20) days from the date of receipt of any such Preemptive Right Participation Notice (the "Preemptive Right Notice Period") to agree in writing to purchase for cash up to such Member's Preemptive Right Share of such New Securities for the price and upon the terms and conditions specified in the Preemptive Right Participation Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (not to exceed such Members' Preemptive Right Share) as well as the maximum amount of New Securities it would purchase. If any Member fails to so respond in writing within the Preemptive Right Notice Period, then such Member shall forfeit the right hereunder to purchase its Preemptive Right Share of such New Securities and the Company will allocate the rights to purchase such New Securities to any other Member that indicated it would purchase New Securities in excess of its Preemptive Right Share based on their relative Preemptive Right Shares. Subject to obtaining the requisite authorization, approval or consent of any Governmental Body, the closing of any purchase by any Member pursuant to this Section 7.1 shall be consummated concurrently with the consummation of the issuance or sale described in the Preemptive Right Participation Notice. The Company shall be free to complete the proposed issuance or sale of New Securities described in the Preemptive Right Participation Notice with respect to any New Securities not elected to be purchased pursuant to this Section 7.1 in accordance with the terms and conditions set forth in the Preemptive Right Participation Notice (except that the amount of New Securities to be issued or sold by the Company may be reduced). If a Member indicates in its response to a Preemptive Right Participation Notice that it shall purchase New Securities but then does not fund such amounts, such Member shall be a Defaulting Member.

## Article III
## PROTECTIVE PROVISIONS

Section 3.1 Investor Member Threshold Matters. Notwithstanding anything to the contrary in this Agreement, the Company shall not cause or permit, in each case, so long as the Investor Members' aggregate Percentage Interest is equal to or greater than the Investor Consent Threshold (except with respect to subclauses (a) – (g) and (i), in which case so long as the Investor Members' aggregate Percentage Interest is at least 4.9%), and no Investor Member is a Defaulting Member, without the prior written consent of the BIP Investor Member (except that no such written consent shall be required to the extent that such matter is necessary to comply with applicable Law or Order or is in response to an Emergency Situation):

(a) make an election or take any other action that results in a change in the tax classification of the Company or any of its Subsidiaries, with respect to its Subsidiaries only if such change adversely affects the BIP Investor Member;

(b) any non-*pro rata* repurchase or redemption of any Equity Interests issued by the Company;

(c) any (i) issuance of any class of Equity Interest in the Company, other than pursuant to Sections 1.9, 5.1, Section 7.1 or as otherwise specifically contemplated herein or (ii) change to the existing rights or obligations of any class of Equity Interest of the Company if such change would have a disproportionate material adverse impact on any Member in a manner different from the NiSource Member;

(d) the filing of a petition seeking relief, or the consent to the entry of a decree or order for relief in an involuntary case, under the bankruptcy, rearrangement, reorganization or other debtor relief Laws of the United States or any state or any other competent jurisdiction or a general assignment for the benefit of its creditors by the Company or any of its Subsidiaries of all or substantially all of the assets of the Company and its Subsidiaries;

(e) the conversion of the Company or GenCo from its current legal business entity form to any other business entity form (*e.g.*, the conversion of the Company from a Delaware limited liability company to a Delaware corporation);

(f) the listing of any Equity Interests of the Company or its Subsidiaries on any stock exchange (other than any spin off, split off or similar transaction of the Company, the NiSource Member or GenCo, or any of their Affiliates, which, for the avoidance of doubt, shall be subject to Sections 5.1(e) or 6.5 and the Spin Return Threshold);

(g) any amendment or modification to any Organizational Document of the Company or any Subsidiary of the Company, other than (i) ministerial amendments thereto or (ii) amendments thereto that are not disproportionately adverse to the BIP Investor Member as compared to any other holder of Equity Interests of the Company;

(h) the transfer, sale or other disposition, whether by the way of asset sale, stock sale, merger, or otherwise, of (i) all or substantially all of the assets of the Company Group, taken as a whole on a consolidated basis, or (ii) assets of the Company's Subsidiaries having a Fair Market Value in excess of 2.5% of the Qualifying Core Asset Base in the aggregate in any transaction or series of related transactions, other than Qualifying Core Assets and Excluded Transactions (it being understood, for the avoidance of doubt, that this Section 8.1(h) shall not be deemed to restrict a transfer, sale or other disposition of the equity of the Company) and other than pursuant to Article VI or a Change in Control of the Company, or the NiSource Member or as set forth below;

(i) the transfer, sale, issuance, or other disposition of any Equity Interests in GenCo or in any Subsidiary of the Company that directly or indirectly holds any Equity Interests in GenCo to any Person that is not the Company or one of its wholly-owned Subsidiaries;

(j) any new agreements or amendments to existing agreements, among the Company or any of its Subsidiaries, on the one hand, and any Member or any of their respective Affiliates (other than the Company or any of its Subsidiaries), on the other hand, which such agreement (or series of related transactions) are entered into after the Effective Date, other than (x) those that (i) are on an arms-length basis and (ii) involve revenues or expenditures of less than $55,000,000.00 per Contract or series of related transactions individually or less than $112,500,000.00 in the aggregate, subject to an annual increase by the CPI Escalator, for any fiscal year for all such affiliate transactions (it being acknowledged and agreed that no prior written consent of the BIP Investor Member will be required with respect to any amendments to any affiliate transaction made in the ordinary course of business unless to the extent such amendment would have a disproportionately adverse effect on the Company Group) in any material respect or (y) the GenCo Offtake Agreements or such other agreements by and among the Company or any of its Subsidiaries, on the one hand, and NHII or any of its Subsidiaries, on the other hand, which are reasonably necessary (as determined by the Board in good faith) for the Company's and its Subsidiaries' performance of any obligations under any GenCo Offtake Agreements (including with respect to the transfer or sale of Zonal Resource Credits or other similar capacity credits to or from NIPSCO or its Subsidiaries to or from the Company or its Subsidiaries) or otherwise be required for NIPSCO's performance of, or compliance with, any obligations arising under any "special contract" entered into by NIPSCO and a large load or hyperscale customer or similar arrangement (including any tariff), which in each case are as submitted to the IURC and/or otherwise consistent with applicable Law at such time,

including any applicable IURC rules and regulations and, in each case, which are on an arm's-length basis;

(k) the acquisition by the Company or any of the Company's Subsidiaries of any Equity Interests or assets of any Person or the entry into joint ventures, in each case, having a Fair Market Value in excess of 2.5% of the Qualifying Core Asset Base in the aggregate in any calendar year, other than in connection with Qualifying Core Assets or Excluded Transactions;

(l) any capital expenditure by the Company or its Subsidiaries, that is in excess of 1.0% of the Qualifying Core Asset Base in any calendar year and is not made (i) in connection with a Qualifying Core Asset, (ii) reasonably necessary to fund an Emergency Expenditures, or (iii) an Excluded Transaction;

(m) incurring long-term Indebtedness (other than the refinancing of existing Indebtedness on commercially reasonable terms consistent with current market conditions as determined by the Board in good faith) by the Company or its Subsidiaries, if after giving pro forma effect to such incurrence and the application of the proceeds therefrom, the Company's and its Subsidiaries' Debt-to-Capital Ratio would exceed 0.7;

(n) making any political or charitable contribution made by or on behalf of the Company or any of its Subsidiaries to any Governmental Body or any official, representative or staff thereof, including any community leaders or elected officials, in excess of $250,000 individually or $1,000,000 in the aggregate in a fiscal year; and

(o) entering into any binding agreement or arrangement by the Company or any of its Subsidiaries to effect any of the foregoing actions.

Notwithstanding the foregoing, no BIP Investor Member approval shall be required with respect to any spin off, split off or similar transaction of the Company, the NiSource Member or GenCo, or any of their Affiliates; provided, that any such transaction must satisfy the requirements of Section 5.1(e) or Section 6.5 and the Spin Return Threshold.

Section 3.2 Consultation Matters. For so long as (x) the Investor Members' aggregate Percentage Interest is at least 9.9% and (y) no Investor Member is a Defaulting Member, the Company (and, as applicable, the Board) shall use reasonable efforts to consult in good faith with the BIP Investor Member prior to the Company undertaking, or causing or permitting any of its Subsidiaries to undertake, the following matters (except as would be impracticable in respect of a particular action that the Board reasonably believes to be necessary or appropriate to comply with applicable Law, Order or in response to an Emergency Situation):

(a) appointing or replacing the President;

(b) establishing or materially amending, or material deviating from the then-current plan or budget of the Company and its Subsidiaries; provided, that the Company (and, as applicable, the Board) the NiSource Member and the Parent shall (i) provide to the BIP Investor Member a draft of the business plan and budget of the Company and its Subsidiaries for a given fiscal year no later than November 10 of the prior fiscal year, which budget shall include quarterly fiscal projections, (ii) schedule and attend a meeting among representatives of the Company, the NiSource Member, the Parent and the BIP Investor Member, including the Chief Financial Officer and Head of Regulatory Affairs of the Parent, no later than November 24 of the prior fiscal year, to discuss the draft business plan and budget, (iii) schedule and attend a meeting between the Chief Executive Officer of the Parent and the Global Head of Infrastructure of Blackstone Inc., within 5 Business Days of a written request by the BIP Investor Member, to discuss the draft business plan and budget as well as any changes proposed by BIP Investor Member and (iv) consider the BIP Investor Member's comments to the business plan and budget in good faith;

(c) material decisions relating to the conduct (including the settlement) of any litigation, administrative, or criminal proceeding to which the Company or any of its Subsidiaries is a party where (i) it is reasonably expected that the liability of the Company and its Subsidiaries would exceed

$75,000,000 (as adjusted by the CPI Escalator) (solely with respect to litigation proceedings), (ii) such proceeding would have material reputational damage on the Company or its Subsidiaries, or (iii) such proceeding would reasonably be expected to have a material and adverse effect on the BIP Investor Member or any of its Affiliates (other than in its or (if applicable, their) capacity as an investor in the Company); provided, that, for the avoidance of doubt, the foregoing shall not be applicable to any ordinary course regulatory proceedings (including rate cases) that do not involve claims of criminal conduct or intentional violations of applicable Law; and

(d) entering into or materially amending any Genco Offtake Agreement or related support agreements, in which case such consultation shall include the Company (and, as applicable, the Board) using reasonable efforts to keep the BIP Investor Member reasonably informed regarding the negotiation of any GenCo Offtake Agreements or related support agreements and to consult in good faith with the BIP Investor Member regarding the form, material terms, structuring and implementation of any such GenCo Offtake Agreements or related support agreements, including any material changes to such GenCo Offtake Agreement or related support agreement.

Section 3.3 Indebtedness. Each of the Company and its Subsidiaries shall use commercially reasonable efforts to incur Indebtedness, both intercompany and with respect to any Third Party, to support its operations, working capital and capital investments in accordance with the informational compliance filings provided by GenCo to the IURC.

Section 3.4 Actions by the Investor Directors on behalf of the BIP Investor Member. Where any action requires the consent of the BIP Investor Member pursuant to Section 8.1, the Investor Directors shall, unless the BIP Investor Member indicates in writing to the NiSource Member otherwise, have the authority to provide such consent on behalf of the BIP Investor Member at any meeting of the Board called to discuss such matters, and the Company, the other Members and the other Directors shall be entitled to rely on such action of the Investor Directors as an action of the BIP Investor Member with such action being binding upon the BIP Investor Member.

Section 3.5 Additional Actions. The NiSource Member and Investor Members further agree to the additional actions set forth on Schedule 2.

Section 3.6 Acknowledgement of Purpose of Provisions. It is hereby acknowledged and agreed by the Parties that the rights of the Investor Members set forth in this Article VIII are protection mechanisms for each Investor Member acting in its capacity as an investor in the Company and are not for purposes of, and should not be construed or otherwise interpreted as, providing either Investor Member or any of its Representatives or Affiliates with the ability to take any action that would constitute exercising substantial influence or control over the Company or any of its Subsidiaries or would otherwise provide either Investor Member or any of their respective Representatives or Affiliates with any right to direct the operation of the business of the Company or any of its Subsidiaries.

## Article IV
## OTHER COVENANTS AND AGREEMENTS

Section 4.1 Books and Records.

(a) The Company shall keep and maintain, or cause to be kept and maintained, books and records of accounts, taxes, financial information and all matters pertaining to the Company and its Subsidiaries at the offices and place of business of the Company in a commercially reasonable manner consistent with the manner in which similar books and records are kept and maintained by other members of the Outside Group. Each Member (other than any Defaulting Member) and its duly authorized Representatives shall have the right to, at reasonable times during normal business hours, upon reasonable notice, under supervision of the Company's personnel and in such a manner as to not unreasonably interfere with the normal operations of any member of the Company Group, visit and inspect the books and records of the Company Group, and, at its expense, make copies of and take extracts from any books and records of the Company Group; provided, that, in the case of an Investor Member, any Person gaining access to such information regarding the Company Group pursuant to this Section 9.1 shall agree to hold in strict confidence, not make any disclosure of, and not use for purposes other than good faith administration of such Investor Member's continuing investment, all information regarding any member of the Company Group that is not otherwise publicly available.

(b) Notwithstanding the foregoing, the Company shall not be obligated to provide to either Investor Member any record or information (i) relating to the negotiation and consummation of the

transactions contemplated by this Agreement, including confidential communications with Representatives or Advisors, including legal counsel, representing the Company or any of its Affiliates, (ii) that is subject to an attorney-client or other legal privilege, (iii) that, in the NiSource Member's reasonable determination, are proprietary, confidential or sensitive to the NiSource Member or to any other member of the Outside Group, (iv) relating to any joint, combined, consolidated or unitary Tax Return that includes the NiSource Member or any other member of the Outside Group or any supporting work papers or other documentation related thereto if such work papers or documentation includes the information of the NiSource Member or Outside Group, or (v) the provision of which would violate any applicable Law or Order; provided, with respect to (ii) and (iv) above that the Company shall use commercially reasonable efforts to develop an alternative to make such information available, including to make redactions to any such material and provide such redacted materials to such Investor Member.

(c) Each Member shall reimburse the Company for all reasonable, documented, out-of-pocket costs and expenses incurred by the Company in connection with such Member's exercise of its inspection and information rights pursuant to this Section 9.1.

Section 4.2 Financial Reports. The Company shall provide, or otherwise make available, to any Member (unless such Member is a Defaulting Member):

(a) on an annual basis, within 120 days after the end of each fiscal year, an unaudited consolidated balance sheet, statement of operations and statement of cash flow of GenCo and its Subsidiaries;

(b) on a quarterly basis, within 60 days after the end of each fiscal quarter, an unaudited consolidated balance sheet and related quarter and year to date statement of operation and related quarter and year to date statement of cash flow of GenCo and its Subsidiaries;

(c) on a monthly basis, within 30 days after the end of each month-end, an unaudited income statement as readily available of GenCo and its Subsidiaries and related financial information prepared in the ordinary course;

(d) on an annual basis (or more frequently, if applicable), as soon as reasonably practicable after the approval thereof by the Board, the annual budget and business plan for GenCo and its Subsidiaries;

(e) on an annual basis, as soon as reasonably practicable after the approval thereof by the Board, financial forecasts for GenCo and its Subsidiaries, which shall be in such manner and form as approved by the Board, and which shall include a projection of income and a projected cash flow statement for each fiscal quarter in such fiscal year and a projected balance sheet as of the end of each fiscal quarter in such fiscal year;

(f) (i) within 45 days after the end of each fiscal year, an estimated Schedule K-1 for the immediately preceding taxable year based on best-available information to date and depreciation will be subject to change based on final year end financial reporting results and (ii) not less than 45 days prior to the due date, including extensions, for the filing of the Company's federal information return for the immediately preceding taxable year, a final Schedule K-1, along with copies of all other federal, state and local income tax returns or reports filed by the Company for the previous year, as may be required as a result of the operations of the Company, and a schedule of Company book tax differences for the immediately preceding year;

(g) each Investor Member shall promptly upon request by the NiSource Member provide the following information: (i) Form SS-4/IRS determination letter and Form 8832 Entity Classification Election (if applicable) and (ii) Form W-9; and

(h) promptly, upon reasonable notice, any information that is reasonably requested by any Member in order to manage its regulatory or tax affairs or make filings with Governmental Bodies, including but not limited to Federal and Indiana corporate tax returns and financial statements (whether or not audited) for either Investor Member (or the regarded owner of either Investor Member if such Investor Member is a disregarded entity for tax purposes).

Section 4.3 Other Business; Corporate Opportunities.

(a) To the extent permitted by applicable Law, any Member and any Affiliate of any Member may engage in, possess an interest in or otherwise be involved in other business ventures of any nature or description, independently or with others, similar or dissimilar to the businesses of the Company Group, and neither the Company nor any other Member shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the businesses of the Company Group, shall be deemed not to be wrongful or improper so long as it is consistent with all Laws and Orders applicable to the Company and its Subsidiaries.

(b) The Company and each Member expressly acknowledge and agree that, (i) neither the Members nor any of their respective Affiliates or Representatives shall have any duty to communicate or present an investment or business opportunity to the Company in which the Company may, but for the provisions of this Section 9.3, have an interest or expectancy (a "Corporate Opportunity"), and (ii) neither the Members nor any of their respective Affiliates or Representatives (even if such Person is also an officer or Director of the Company) shall be deemed to have breached any duty or obligation to the Company by reason of the fact that such Person pursues or acquires a Corporate Opportunity for itself or directs, sells, assigns or transfers such Corporate Opportunity to another Person or does not communicate information regarding such Corporate Opportunity to the Company. The Company and each Member expressly renounce any interest in Corporate Opportunities and any expectancy that a Corporate Opportunity will be offered to the Company.

(c) Notwithstanding anything to the contrary contained in this Section 9.3, for so long as the Investor Members are Affiliated Members and the Investor Members' aggregate Percentage Interest is equal to or greater than 14.9%, the Company and/or its Subsidiaries (including for the avoidance of doubt, GenCo) and NHII and/or its Subsidiaries (including for the avoidance of doubt, NIPSCO) shall be the exclusive vehicles for all power, storage and generation requirements for customers within NIPSCO's service territory, which, for the avoidance of doubt, will include the State of Indiana to the extent included within NIPSCO's service territory as of the applicable time, for which a "special contract" is required except to the extent (i) necessary to comply with applicable Law or Order or (ii) consented to by BIP Investor Member; provided, that, to the extent required by applicable Law or Order, the Parties will use their reasonable efforts to give effect to the foregoing exclusivity to the maximum extent permitted, and if any portion of this Section 9.3 is prohibited or unenforceable, it shall be enforced to the fullest lawful extent and otherwise deemed modified only as necessary to be valid, with the remainder continuing in full force and effect.

Section 4.4 Compliance with Laws.

(a) The Company shall and shall cause its Subsidiaries to use their respective commercially reasonable efforts to procure that the Company and its Subsidiaries and Company Group's respective Representatives shall not in the course of their actions for, or on behalf of, any member of the Company Group:

(i) offer promise, provide or authorize the provision of any money, property, contribution, gift, entertainment or other thing of value, directly or knowingly indirectly, to any government official, to unlawfully influence official action or secure an improper advantage, or to unlawfully encourage the recipient to improperly influence or affect any act or decision of any Governmental Body, in each case, in order to assist any member of the Company Group in obtaining or retaining business, or otherwise act in violation of any applicable Anti-Corruption Laws;

(ii) violate any applicable Anti-Money Laundering Laws; or

(iii) engage in any unlawful dealings or transactions with or for the benefit of any Sanctioned Person or otherwise violate Sanctions.

(b) The Company shall promptly notify the Members of (i) any allegations of material misconduct by any member of the Company Group or any actions, suits or proceedings by or before any Governmental Body to which any member of the Company Group becomes a party, or to which the Company becomes aware that any Representative of the Company Group (in relation to such

Representative's actions for, or on behalf of, any member of the Company Group) is a party, in each case, relating to any material breach or suspected material breach of any applicable Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions or (ii) any fact or circumstances of which it becomes aware that would reasonably be expected to result in a breach of this Section 9.4.

Section 4.5 Non-Solicit. Without the prior written consent of the Company, during the term of this Agreement, each Investor Member shall not, shall cause its Affiliates not to, and shall use its reasonable best efforts to procure that other Persons in which it is invested do not, solicit for employment, hire or engage as a consultant any individual who is serving in any position within the then-current NiSource Leadership Team; provided, that this Section 9.5 shall not prohibit any Person from issuing general public solicitations not specifically targeted at the then-current NiSource Leadership Team or from hiring or engaging any Person responding to such general solicitations.

Section 4.6 Confidentiality.

(a) Each Member shall, and shall cause its Representatives to, keep confidential and not divulge any information (including all budgets, business plans and analyses) concerning the Company and its Subsidiaries, including their respective assets, business, operations, financial condition and prospects, or with respect to another Member of this Agreement ("Confidential Information"), and to use such Confidential Information only in connection with the operation of the Company and its Subsidiaries or such Member's administration of its investment in the Company; provided that nothing herein shall prevent any Member from disclosing such Confidential Information (i) upon the Order of any court or administrative agency, (ii) upon the request or demand of any Governmental Body having jurisdiction over such party, (iii) to the extent compelled by legal process or required pursuant to binding requirement of any Governmental Body, (iv) to the other Parties, (v) to such party's Representatives that in the reasonable judgment of such party need to know such Confidential Information, (vi) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from a Member so long as such transferee agrees to be bound by the provisions of this Section 9.6 as if a Member, or (vii) to actual and prospective limited partners of such Member or its Affiliates in connection with reporting requirements or fundraising efforts; provided, further, that in the case of clauses (i), (ii) or (iii), such Member shall prior to making any disclosure seek a protective order or other relief to prevent or reduce the scope of such disclosure, to the extent legally permissible, notify the other Parties of the proposed disclosure as far in advance of such disclosure as practicable and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment, when and if available; provided, further, that in the cases of clauses (v) through (vii), such party receiving any Confidential Information is bound to an obligation of confidentiality no less stringent than that contained in this Agreement including such other protective provisions to protect the misuse of material non-public information.

(b) The restrictions in Section 9.6(a) shall not apply to information that (i) is or becomes generally available to the public other than as a result of a disclosure by a Member or any of its Representatives in violation of this Agreement, (ii) is or has been independently developed or conceived by such Member or its Affiliates without use of the Company's or any of its Subsidiaries' Confidential Information or (iii) becomes available to the receiving Member or any of its Representatives on a non-confidential basis from a source other than the Company or any of its Subsidiaries, any other Party or any of their respective Representatives; provided, that such source is not known by the recipient of the information to be bound by a confidentiality agreement with the disclosing party or any of its Representatives.

(c) Each Party shall inform any Representatives to whom it provides Confidential Information that such information is confidential and instruct them (i) to keep such Confidential Information confidential and (ii) not to disclose Confidential Information to any Third Party (other than those Persons to whom such Confidential Information has already been disclosed in accordance with the terms of this Agreement). The disclosing Party shall be responsible for any breach of this Section 9.6 by the Person to whom the Confidential Information is disclosed.

(d) The restrictions in Section 9.6(a) shall not restrict any Member and its Affiliates from disclosing any Confidential Information required to be disclosed under applicable securities Laws or the rules of any stock exchange on which any of their securities are traded.

(e) Notwithstanding anything herein to the contrary, the provisions of this Section 9.6 shall survive the termination of this Agreement for a period of three (3) years and, with respect to each Member, shall survive for a period of three (3) years following the date on which such Member is no longer a Member. The provisions of this Section 9.6 shall supersede the provisions of any non-disclosure agreements entered into by the Company (or its Affiliates, including the NiSource Member) and any of the Members (or their respective Affiliates) with respect to the transactions contemplated hereby prior to the Effective Date.

Section 4.7 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of Representatives and other Advisors, incurred in connection with this Agreement and the transactions contemplated hereby, shall be paid by the Party incurring such costs and expenses. Notwithstanding the foregoing, should any litigation be commenced between the Parties or their Representatives concerning this Agreement or the rights, duties, or obligations hereunder, the Party or Parties prevailing in such proceeding shall be entitled, in addition to any other relief granted, to the reasonable attorneys' fees and other litigation costs incurred by reason of such litigation.

Section 4.8 Obligations in Respect of Financings.

(a) Subject to Section 9.8(b), during the term of this Agreement, the NiSource Member and the Company shall cooperate with each Investor Member as reasonably requested by such Investor Member in connection with any Debt Financing. Such assistance shall include (i) providing to such Investor Member such information as may be reasonably necessary in connection with the Debt Financing and any related credit-rating process in accordance therewith, and (ii) taking such other actions as are reasonably requested by such Investor Member to facilitate the consummation of any Debt Financing and any related credit-rating process in accordance therewith (including providing customary authorization letters authorizing the distribution of information to prospective financing sources, subject to customary terms and conditions). Such cooperation will include cooperating with the due diligence requirements of the debt financing sources, including the furnishing of customary financial and operational information about the Company reasonably requested by the Investor Members or the debt financing sources solely for diligence and underwriting; causing management to participate in a reasonable number of customary presentations; providing access (at reasonable times upon reasonable notice) to senior management; cooperating with the Investor Member to support the Investor Member's production of any customary third-party reports reasonably required in connection with such financing including engineering, insurance broker or similar reports; and providing copies of permits, material project contracts to which the Company or any of its Subsidiaries is party and any progress reports and other notices received under or in connection with such material project contracts, in each case, as reasonably requested in connection with any such debt financing. Further, each of the NiSource Member and the Company shall have its reasonable, documented and invoiced out-of-pocket costs and expenses incurred in providing such cooperation and assistance pursuant to this Section 9.8 reimbursed by the Investor Member pursuing the applicable Debt Financing.

(b) Notwithstanding anything in Section 9.8(a) or this Agreement to the contrary, the cooperation requested by either Investor Member pursuant to Section 9.8(a) shall not (i) unreasonably interfere with the ongoing operations of the NiSource Member or its Subsidiaries, or (ii) require the NiSource Member or any of its Subsidiaries (other than the Company) to (A) pay any commitment or other similar fee, (B) have or incur any liability or obligation in connection with any Debt Financing, including under any agreement or any document related to any Debt Financing, other than any such documents that are customary in connection with such Debt Financing as set forth in Section 9.8(a), (C) commit to taking any action (including entering into any Contract) or to otherwise execute any definitive agreement in connection with any Debt Financing, or (D) take any action that would conflict with, violate or breach or result in a violation or breach of or default under any Contract, this Agreement or any other document contemplated hereby or any Law or regulatory requirements. In no event shall the Company or NiSource Member be required to provide information relating to the transactions contemplated hereby or with any other Person in connection with any possible sale or transfer of assets or equity of the Company and its Subsidiaries, any information subject to the attorney-client privilege or any confidential or sensitive information, or relating to any Tax Return; provided, that, the Company and NiSource Member will use commercially reasonable efforts to redact such materials to remove any such confidential or sensitive information to provide to the Investor Member.

Section 4.9 Credit Support. For so long as there are (a) any guarantees, credit support, letters of credit or financial assurances of a member of the Outside Group related to support obligations of the Company Group, each Member shall pay the portion equal to its Percentage Interest of any payment or draw request on such credit support facilities on or before the applicable payment date required or (b) any guarantees, credit support, letters of credit or financial assurances of the Company or any of its Subsidiaries related to support obligations of a member of the Outside Group, the NiSource Member shall pay all such payments on or before the applicable payment date required. If a Member does not make a payment in accordance with the above, the Company may issue a Capital Call Request Notice in accordance with Section 5.1 for such amount from the applicable Member. For the avoidance of doubt, the failure to make the payment in clauses (a) or (b) prior to a Capital Call Request Notice shall not be an Event of Default and the failure to fund pursuant to a Capital Call Request Notice shall be treated in accordance with Section 5.1. Notwithstanding the foregoing, if the VCOC Investor Member fails to make its payment in accordance with this Section 9.9, the BIP Investor Member shall be obligated to make such payment.

**Article V**
**TAX MATTERS**

Section 5.1 Tax Classification. The Parties intend that the Company be classified as a partnership for U.S. federal income (and applicable state and local) Tax purposes. Without limiting Section 8.1(a), neither the Company nor any Member shall make any election to change the tax classification of the Company or otherwise take any action inconsistent with such intended tax classification without the consent of the Board (or its designee).

Section 5.2 Partnership Representative.

(a) The NiSource Member is hereby designated the "Partnership Representative" within the meaning of Code Section 6223(a) of the Company. The Partnership Representative shall, if required, designate from time to time a "designated individual" to act on behalf of the Partnership Representative, and such designated individual shall be subject to replacement by the Partnership Representative in accordance with the Code and Treasury Regulations. If any state or local tax law provides for a tax matters partner, partnership representative, or person having similar rights, powers, authority, or obligations, the Partnership Representative shall also serve in such capacity. The Partnership Representative is authorized to represent the Company before the Internal Revenue Service and any other governmental agency with jurisdiction, make all decisions regarding permitted elections under the Code, Treasury Regulations, and other state and local tax law with respect to tax proceedings; provided, however, the Partnership Representative shall not enter into any settlement or similar agreement without the consent of the Board (such consent not to be unreasonably withheld, conditioned, or delayed). All Members (and former Members) agree to cooperate with, and to do and refrain from doing any or all things reasonably required by the Partnership Representative in connection with the conduct of all such proceedings or to otherwise allow the Company and the Partnership Representative to comply with the partnership audit provisions of the Code, Treasury Regulations, and similar state and local law. All Members shall cooperate in good faith to amend this Section 10.2 or other provisions of this Agreement as necessary to reflect any statutory amendments or the promulgation of Treasury Regulations or other administrative authority promulgated under the Partnership Audit Rules so as to, to the extent possible, preserve the relative rights, duties, and obligations of the Members hereunder. The Company shall, to the fullest extent permitted by law, reimburse and indemnify the Partnership Representative for all third-party expenses (including legal and accounting fees), claims, liabilities, losses, and damages incurred as the Partnership Representative in connection with any examination, administrative, or judicial proceeding, or otherwise acting in its capacity as Partnership Representative.

(b) Notwithstanding anything to the contrary in this Agreement, each Member (including, for purposes of this Section 10.2, any Person who is or becomes a Member but who for any reason ceases to be a Member) (i) hereby covenants to treat each item of income, gain, loss, deduction, or credit attributable to the Company in a manner consistent with the treatment of such income, gain, loss deduction, or credit on the tax return of the Company or as determined in a notice of final partnership adjustment pursuant to Section 6226 of the Code, (ii) hereby agrees to indemnify and hold harmless the Company from such Member's share of any tax and any penalties, interest, and additions to tax attributable to any adjustment to the income, gain, loss, deduction, or credit of the Company pursuant to Section 6226 of the Code, and (iii) hereby agrees to take all other actions as the Partnership Representative may reasonably direct with respect to the Member's (or, in respect of the Member, the

Company's) tax liabilities, which shall not include filing an amended return for any "reviewed year" to account for all adjustments under Section 6225(a) of the Code properly allocable to the Member as provided in and otherwise contemplated by Section 6225(c) of the Code and any Treasury Regulations that may be promulgated thereunder. If the Company or any other entity in which the Company holds an interest is obligated to pay any amount to a governmental agency or body or to any other Person (or otherwise makes a payment) of any taxes arising under a federal, state, or local tax audit or other proceeding and the Partnership Representative determines that all or a portion of such payment is specifically attributable to a Member (or former Member), then such Member (or former Member) shall reimburse the Company in full for the entire amount paid (including any interest, penalties, and expenses associated with such payment). The obligations of a Member under this Section 10.2 shall survive such Member's sale or other disposition of its interests in the Company and the termination, dissolution, liquidation, or winding up of the Company.

(c) The Partnership Representative (i) shall keep the Investor Members reasonably informed of any material tax audit, settlement or proceeding and (ii) shall not settle or otherwise compromise a material tax audit, settlement or proceeding that would have a material adverse impact on either Investor Member, without the BIP Investor Member's prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed).

Section 5.3 Tax Elections. Except as otherwise provided by this Agreement, all material elections and decisions required or permitted to be made by the Company under any applicable tax law shall be determined by the NiSource Member; provided however, that any election with respect to taxes that is disproportionately materially adverse to either Investor Member shall require the BIP Investor Member's prior consent (such consent not to be unreasonably withheld, conditioned, or delayed). The elections shall include, but not be limited to, the following:

(a) Upon the written request of a Member, the Company may make the election under Section 754 of the Code in accordance with applicable regulations thereunder for the Company and each applicable Subsidiary;

(b) To the extent permitted under Section 706 of the Code, to elect the calendar year as the Company's taxable year and, (i) for clarity, to the extent the Company is permitted to adopt the calendar year, no other year shall be adopted as the taxable year and (ii) to the extent any additional filings or elections are required, to make such required filings or elections;

(c) To elect the accrual method of accounting;

(d) To elect to amortize any organizational expenses of the Company ratably over a period of one hundred eighty (180) months as permitted by Section 709(b) of the Code, and to elect to deduct the start-up expenditures of the Company as permitted by Section 195(b) of the Code;

(e) If "bonus depreciation" is available with respect to qualified property, the NiSource Member shall make the election described in Section 168(k)(7) of the Code to opt out of "bonus depreciation" for the taxable year during which the placed in service date occurs;

(f) To the extent permitted by law, to elect to apply the de minimis safe harbor under Treasury Regulations Section 1.263(a)-1(f);

(g) To the extent permitted under Code Section 461(h)(3), to elect the adoption of the exception for certain recurring items;

(h) To the extent permitted under Code Section 461(c), to elect to ratably accrue real property taxes; and

(i) To elect under Code Section 163(j) to be treated as an excepted trade or business.

Section 5.4 Cooperation. Each Investor Member shall, and shall cause its Affiliates to, provide to the NiSource Member and its Subsidiaries (including the Company and its Subsidiaries), and the NiSource Member and the Company shall, and shall cause their Affiliates to, provide to each Investor

Member, in each case, such cooperation, documentation and information as any of them reasonably may request in connection with (a) filing any Tax Return, amended Tax Return or claim for refund, (b) determining a liability for Taxes or (c) preparing for or conducting any Tax audits, examinations or other proceedings by any taxing authority of any Governmental Body.

Section 5.5 Withholding. The Company may withhold and pay over to the United States Internal Revenue Service (or any other relevant Tax authority) such amounts as it is required to withhold or pay over, pursuant to the Code or any other applicable Tax Law, on account of a Member, including in respect of distributions made pursuant to Section 5.2 or Section 5.3, and, for the avoidance of doubt, the amount of any such distribution or other payment to a Member shall be net of any such withholding. To the extent that any amounts are so withheld and paid over, such amounts shall be treated as paid to the Person(s) in respect of which such withholding was made. For all purposes under this Agreement, any amounts withheld or paid with respect to a Member pursuant to this Section 10.5 shall offset any distributions to which such Member is entitled concurrently with such withholding or payment and shall be treated as having been distributed to such Member pursuant to Section 5.2 or Section 5.3 at the time such offset is made. To the extent that the cumulative amount of such withholding or payment exceeds the distributions to which such Member is entitled concurrently with such withholding or payment, the amount of such excess shall be promptly paid to the Company by the Member on whose behalf such withholding is required to be made; provided, however, that any such payment shall not be treated as a Capital Contribution and shall not reduce the amount that a Member is otherwise obligated to contribute to the Company. To the extent that a Member claims to be entitled to a reduced rate of, or exemption from, a withholding Tax pursuant to an applicable income Tax treaty, or otherwise, such Member shall furnish the Company with such information and forms as such Member may be required to complete where necessary to comply with any and all Laws and regulations governing the obligations of withholding Tax agents, and the Company shall apply such reduced rate of, or exemption from, withholding Tax as reflected on such information and forms that have been provided by such Member. Each Member agrees that if any information or form provided pursuant to this Section 10.5 expires or becomes obsolete or inaccurate in any respect, such Member shall update such form or information.

Section 5.6 Certain Representations and Warranties. Each Member represents and warrants that any such information and forms furnished by such Member shall be true and accurate and agrees to indemnify the Company from any and all damages, costs and out-of-pocket expenses resulting from the filing of inaccurate or incomplete information or forms relating to such withholding Taxes.

## Article VI
## LIABILITY; EXCULPATION; INDEMNIFICATION

Section 6.1 Liability; Member Duties. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person. Each Member acknowledges and agrees that each Member, in its capacity as a Member, may decide or determine any matter subject to the approval of such Member pursuant to any provision of this Agreement in the sole and absolute discretion of such Member, and in making such decision or determination such Member shall have no duty, fiduciary or otherwise, to any other Member or to the Company Group, it being the intent of all Members that such Member, in its capacity as a Member, has the right to make such determination solely on the basis of its own interests.

Section 6.2 Exculpation. To the fullest extent permitted by applicable Law, no Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's fraud or willful misconduct.

Section 6.3 Indemnification. The Company shall indemnify, defend and hold harmless any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed actions, suits or proceedings by reason of the fact that such Person is or was a Director or officer of the Company, or is or was a Director or officer of the Company serving at the request of the Company as a director, officer or agent of another limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' and experts' fees), judgments, settlements, penalties and fines actually and reasonably incurred by him or her in connection with the defense or settlement of such, action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to

be in or not opposed to the best interests of the Company; and, with respect to any criminal action or proceeding, either he or she had reasonable cause to believe such conduct was lawful or no reasonable cause to believe such conduct was unlawful; provided, however, for the avoidance of doubt, this Section 11.3 shall not apply with respect to any such actions between the Company and such Person.

Section 6.4 Authorization. To the extent that such present or former Director or officer of the Company has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 11.3, or in the defense of any claim, issue or matter therein, the Company shall indemnify him or her against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification under Section 11.3 shall be made by the Company only as authorized in the specific case, upon a determination that indemnification of the present or former Director or officer is permissible in the circumstances because such present or former Director or officer has met the applicable standard of conduct. Such determination shall be made, with respect to a Person who is a Director or officer at the time of such determination, (a) by a majority vote of the Directors who are not parties to such action, suit or proceeding, even with less than a quorum, or (b) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion, or (c) by the NiSource Member and the BIP Investor Member. Such determination shall be made, with respect to former Directors and officers, by any Person or Persons having the authority to act on the matter on behalf of the Company.

Section 6.5 Reliance on Information. For purposes of any determination under Section 11.3, a present or former Director or officer of the Company shall be deemed to have acted in good faith and have otherwise met the applicable standard of conduct set forth in Section 11.3 if his or her action is based on the records or books of account of the Company or on information supplied to him or her by a Director or an officer of the Company in the course of his or her duties, or on the advice of legal counsel for the Company or on information or records given or reports made to the Company by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company. The provisions of this Section 11.5 shall not be deemed to be exclusive or to limit in any way the circumstances in which a present or former Director or officer of the Company may be deemed to have met the applicable standard of conduct set forth in Section 11.3.

Section 6.6 Advancement of Expenses. Expenses (including reasonable attorneys' fees) incurred by the present or former Director or officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company as authorized in the specific case in the same manner described in Section 11.4, upon receipt of a written affirmation of the present or former Director or officer that he or she has met the standard of conduct described in Section 11.3 and upon receipt of a written undertaking by or on behalf of him or her to repay such amount if it shall ultimately be determined that he or she did not meet the standard of conduct, and a determination is made that the facts then known to those making the determination shall not preclude indemnification under this Article XI.

Section 6.7 Non-Exclusive Provisions. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled. The Company hereby acknowledges that certain of its Directors and certain of its Members and the direct and indirect partners therein or owners thereof (the "Fund Indemnitees") may have rights to indemnification, advancement of expenses and/or insurance with respect to their service on the Board (collectively, the "Fund Indemnitors"). The Company hereby agrees: (a) that it is the indemnitor of first resort (i.e., its obligations to the Fund Indemnitees are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Fund Indemnitees are secondary) and (b) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof, except to the extent that a Fund Indemnitee breaches its undertaking to repay advanced expenses as provided in Section 11.6. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of the Fund Indemnitees with respect to any claim for which the Fund Indemnitees have sought indemnification from the Company shall affect the foregoing and that the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Fund Indemnitees against the Company.

Section 6.8 Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XI shall, unless otherwise provided when authorized or ratified, continue as to a Person who has ceased to be a Director or officer of the Company and shall inure to the benefit of his or her heirs, executors and administrators.

Section 6.9 Limitations. Notwithstanding anything contained in this Article XI to the contrary, the Company shall not be obligated to indemnify any Director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such Person unless such proceeding (or part thereof) was authorized or consented to by the Board.

## Article VII
## REPRESENTATIONS AND WARRANTIES

Section 7.1 Company Representations and Warranties. As of the Effective Date, the Company hereby represents and warrants to the Members as follows:

(a) Each of the Company and GenCo is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has all requisite power and authority to own its properties and to carry on its business as now being conducted. Each of the Company and GenCo is duly qualified or licensed to conduct its business as currently conducted and is in good standing in each jurisdiction in which the location of the property owned, leased or operated by it or the nature of its business makes such qualification necessary.

(b) The Company has full legal capacity, power and authority to execute and deliver this Agreement and any other agreements or instruments executed by it in connection herewith and to perform its obligations herein and therein and to consummate the transactions contemplated herein and therein. The execution, delivery and performance of this Agreement by the Company, and the consummation of the transactions contemplated by this Agreement, have been duly authorized and approved by all necessary limited liability company action, and no other action on the part of the Company or its equityholders is necessary to authorize the execution, delivery and performance of this Agreement by the Company and the consummation of the transactions contemplated by this Agreement.

(c) This Agreement and the other agreements and instruments to be executed by the Company in connection herewith have been duly executed and delivered by the Company and are valid and binding obligations of the Company enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws relating to or affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(d) The execution and delivery of this Agreement by the Company and the issuance of the Membership Interests contemplated herein will not (i) conflict with, or result in any violation of, or default, or give rise to any right of termination, cancellation or acceleration, (with or without notice or lapse of time, or both) under (x) the governing documents of the Company, (y) any Law or governmental order applicable to the Company or by which any property or asset of the Company is bound or affected or (z) any Contract or other obligation to which the Company is a party, (ii) require the Company to obtain any consent or approval, or give any notice to, or make any filing with, any Governmental Body on or prior to the Effective Date.

(e) The Membership Interests are duly authorized, validly issued, fully paid and, if applicable, nonassessable, and free and clear of all Liens, preemptive rights, rights of first refusal, subscription and similar rights (other than as described here and as arising under applicable securities Laws). The Membership Interests on Schedule 1 constitute all of the issued and outstanding Equity Interests of the Company as of the Effective Date.

(f) The Company does not have any liabilities other than (i) for Taxes accrued and not yet payable or being contested in good faith through appropriate proceedings so long as adequate reserves have been maintained in accordance with U.S. GAAP, (ii) for obligations pursuant to this Agreement, (iii) liabilities incurred in the ordinary course of business of the Company and its Subsidiaries as conducted prior to the Effective Date, including pursuant to Contracts with respect to the purchase, development, financing, construction, commercialization, ownership, operation or maintenance of the GenCo Assets in connection with the Company Business, and (iv) for obligations under its organizational documents and nominal amounts necessary for the corporate maintenance and existence of the Company.

(g) The Company has no Subsidiaries, other than GenCo, and does not own, directly or indirectly, any Equity Interests in, or any securities convertible into or exercisable or exchangeable for Equity Interests of, any other Person, nor is the Company a party to any agreement, option, warrant, right or other commitment obligating it to acquire any such Equity Interests.

(h) The Company owns one hundred percent (100%) of the membership interests in GenCo and such membership interests are duly authorized, validly issued, fully paid and, if applicable, nonassessable, and free and clear of all Liens, preemptive rights, rights of first refusal, subscription and similar rights (other than as described here and as arising under applicable securities Laws). Such membership interests constitute all of the issued and outstanding Equity Interests of GenCo as of the Effective Date.

Section 7.2 Members Representations and Warranties. As of the Effective Date, each Member hereby represents and warrants, severally and not jointly, to the Company and to the other Member as follows:

(a) Such Member is a limited liability company or limited partnership duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization or formation, as applicable, with full power and authority to enter into this Agreement and perform all of its obligations hereunder.

(b) The execution and delivery of this Agreement by such Member, and the performance by such Member of its obligations hereunder, have been duly and validly authorized by all requisite action by such Member, and no other proceedings on the part of such Member are necessary to authorize the execution, delivery or performance of this Agreement by such Member.

(c) This Agreement has been duly and validly executed and delivered by such Member, and, assuming that this Agreement is a valid and binding obligation of the other Parties, this Agreement constitutes a valid and binding obligation of such Member, enforceable against such Member in accordance with its terms, except as limited by the application of bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other Laws relating to or affecting creditors' rights or general principles of equity.

(d) The execution and delivery by such Member of this Agreement, and the performance by such Member of its obligations hereunder, does not (i) violate or breach its Organizational Documents, (ii) violate any applicable Law to which such Member is subject or by which any of its assets are bound, or (iii) result in any breach of or constitute a default (or an event that, with notice or lapse of time or both, would become a default) under any Contract to which such Member is a party or by which any of its assets are bound.

(e) Such Member is acquiring its Membership Interests (i) for such Member's own account and not directly or indirectly for the account of any other Person and (ii) for investment and not with a view to their sale or distribution. Such Member understands that the Membership Interests have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available. Such Member understands that no public market now exists for the Membership Interests and that it is unlikely that a public market will ever exist for the Membership Interests. Such Member understands that its investment in the Company is highly speculative in nature and is subject to a high degree of risk of loss, in whole or in part.

## Article VIII
## MISCELLANEOUS

Section 8.1 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (unless if transmitted after 5:00 p.m. Eastern time or other than on a

Business Day, then on the next Business Day) to the address specified below (with confirmation of transmission), (c) when sent by internationally-recognized courier in which case it shall be deemed to have been given at the time of actual recorded delivery, or (d) the third (3rd) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to either Investor Member:

BIP Orion Holdco L.P or BIP Orion Holdco II L.P.,
345 Park Avenue
New York, NY 10154
Attention: Legal Counsel – Blackstone Infrastructure Partners; Max Wade
Email: BIP-Legal@blackstone.com; max.wade@blackstone.com

with copies to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attention: Ravi Purohit; Michael Spirtos
Email: rpurohit@paulweiss.com; mspirtos@paulweiss.com

Notices to the NiSource Member:

Generation Holdings I LLC
290 W. Nationwide Boulevard
Columbus, OH 43215
Attention: Shawn Anderson, Executive Vice President and Chief Financial Officer; Kim Cuccia, Senior Vice President, General Counsel and Corporate Secretary
Email: sanderson@nisource.com; kscuccia@nisource.com

with a copy to (which shall not constitute notice):

McGuireWoods LLP
800 East Canal Street
Richmond, Virginia 23219
Attention: Joanne Katsantonis; Emilie McNally
Email: jkatsantonis@mcguirewoods.com; emcnally@mcguirewoods.com

Notices to the Company:

Generation Holdings II LLC
290 W. Nationwide Boulevard
Columbus, OH 43215
Attention: Shawn Anderson, Executive Vice President and Chief Financial Officer; Kim Cuccia, Senior Vice President, General Counsel and Corporate Secretary
Email: sanderson@nisource.com; kscuccia@nisource.com

with a copy to (which shall not constitute notice):

McGuireWoods LLP
800 East Canal Street
Richmond, Virginia 23219
Attention: Joanne Katsantonis; Emilie McNally
Email: jkatsantonis@mcguirewoods.com; emcnally@mcguirewoods.com

Section 8.2 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, that no Member, nor the Company, shall purport to assign or Transfer all or any of its rights or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in this Agreement in whole or in part except with respect to a Transfer in accordance with the terms of this Agreement, and any attempted or purported assignment hereof not in accordance with the terms hereof shall be void ab initio.

Section 8.3 Waiver of Partition. Each Member hereby waives any right to partition of the Company property.

Section 8.4 Further Assurances. From and after the Effective Date, from time to time, as and when requested by any Party and at such Party's expense, any other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to carry out the purposes and intent of this Agreement.

Section 8.5 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement; provided, that Covered Persons are express third party beneficiaries of Article XI.

Section 8.6 Parties in Interest; Non-Recourse. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors, legal representatives and permitted assigns. This Agreement may only be enforced against, and any claim, action, suit, proceeding or investigation based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as Parties to this Agreement. Except to the extent named as a Party to this Agreement, and then only to the extent of the specific obligations of such Parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate (without giving effect to the proviso set forth in the definition thereof), agent or advisor of any Party shall have any liability (whether in contract, tort, equity or otherwise or by or through theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, undercapitalization or any other attempt to avoid or disregard the entity form of any Person not a Party) for any of the representations, warranties, covenants, agreements or other obligations or liabilities of any of the Parties or for any claim, action, suit, proceeding or investigation based upon, arising out of or related to this Agreement. Notwithstanding anything contained herein, in no event shall this Section 13.6 limit in any way or waive any rights the Company or the NiSource Member may have with respect to the Equity Commitment Letter.

Section 8.7 Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and, to the extent permitted and possible, any invalid, void or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid, void or unenforceable term.

Section 8.8 Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

Section 8.9 Complete Agreement. This Agreement (including any schedules thereto), constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and thereof and supersedes any prior understandings, agreements or representations by or among the Parties hereto or Affiliates thereof, written or oral, to the extent they relate in any way to the subject matter hereof.

Section 8.10 Amendment; Waiver. Subject to Article VIII, neither this Agreement nor any other Organizational Document of the Company may be amended (whether by merger or otherwise) except in a written instrument signed by Members owning at least a majority of the Membership Interests; provided, that (a) the prior written consent of any Member shall be required in respect of any such proposed modification, alteration, supplement or amendment that would have a material disproportionate adverse impact on that Member (in its capacity as a Member) as compared to the other Members (in their capacity as Members) and (b) notwithstanding anything in this Agreement to the contrary, Article V, Article VI, Article VII, Article VIII and this Section 13.10 may not be amended other than by a written instrument signed by the BIP Investor Member. In the event that the Company issues Membership Interests to one (1) or more Third Parties pursuant to Section 5.1(c) or Section 7.1, the Members and the Company shall negotiate in good faith to amend this Agreement to the extent reasonably necessary to reflect such additional Members. Any amendment or revision to Schedule 1 that is made by an officer solely to reflect information regarding Members or the Transfer or issuance of Membership Interests made in accordance with the terms of this Agreement shall not be considered an amendment to this Agreement and shall not require any Board or Member approval. Any failure or delay on the part of any Party in exercising any power or right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder or otherwise available at law or in equity.

Section 8.11 Governing Law. This Agreement, and any claim, action, suit, investigation or proceeding of any kind whatsoever, including a counterclaim, cross-claim or defense, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby shall be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

Section 8.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, shall not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. It is accordingly agreed that (a) the Parties shall be entitled to seek an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of this Agreement and the business and legal understandings among the Members with respect to the Company, and without that right, none of the Members would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 13.12 shall not be required to provide any bond or other security in connection with any such Order. The remedies available to the Parties pursuant to this Section 13.12 shall be in addition to any other remedy to which they may be entitled at law or in equity, and the election to pursue an injunction or specific performance shall not restrict, impair or otherwise limit any Party from seeking to collect or collecting damages. Each of the Parties agrees that it shall not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other Party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity.

Section 8.13 Escalation; Arbitration.

(a) In connection with any dispute, controversy or claim among the Members relating to or arising out of this Agreement, the Members will use their reasonable efforts to resolve such dispute within thirty (30) days. If the dispute has not been resolved within such thirty (30) day period, the Members will escalate the dispute to the respective Senior Officers, who will meet to discuss and use their reasonable efforts to resolve the dispute. If the Members remain unable to resolve the dispute within thirty (30) days of the initial meeting of the Senior Officers or such later date as the Members subject to such dispute may agree, such dispute shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") utilizing its Commercial Arbitration Rules in effect as of the date the arbitration is commenced. The arbitration shall be conducted before a single arbitrator, if the Parties can agree on the one arbitrator. If the Parties cannot agree on a single arbitrator, there shall be a panel of three arbitrators with one chosen by the BIP Investor Member, one chosen by the NiSource Member, and the third arbitrator selected by the two Members-appointed arbitrators. If a Party fails to appoint an arbitrator

within 30 days following a written request by another Party to do so or if the two party-appointed arbitrators fail to agree upon the selection of a third arbitrator, as applicable, within thirty (30) days following their appointment, the additional arbitrator shall be selected by the AAA pursuant to its applicable procedures. Each arbitrator shall be disinterested and have at least twenty (20) years of experience with commercial matters. The arbitrator(s) shall have the power to award any appropriate remedy consistent with the objectives of the arbitration and subject to, and consistent with, all Laws and Orders applicable to the Company and its Subsidiaries (including, for the avoidance of doubt, the necessity of obtaining any requisite authorization, approval or consent of any Governmental Body necessary to implement the appropriate remedy). The decision of the one arbitrator or, if applicable, the majority of the three arbitrators shall be final and binding upon the Parties (subject only to limited review as required by applicable Law). Judgment upon the award of the arbitrator(s) may be entered in any court of competent jurisdiction or otherwise enforced in any jurisdiction in any manner provided by applicable Law. The losing Party shall pay the prevailing Party's attorney's fees and costs and the costs associated with the arbitration, including expert fees and costs and the arbitrators' fees and costs; provided, however, that each Party shall bear its own fees and costs until the arbitrator(s) determine which, if any, Party is the prevailing Party and the amount that is due to such prevailing Party. The arbitration proceedings shall take place in Chicago, Illinois and, for the avoidance of doubt, the arbitration proceedings shall be conducted in the English language.

(b) All discussions, negotiations and proceedings under this Section 13.13, and all evidence given or discovered pursuant hereto, will be maintained in strict confidence by all Parties, except where disclosure is required by applicable Law, necessary to comply with any legal requirements of such Party or necessary or advisable in order for a Party to assert any legal rights or remedies, including the filing of a complaint with a court or, based on the advice of counsel, such disclosure is determined to be necessary or advisable under applicable securities Laws or the rules of any stock exchange on which any of such Party's securities are traded. Disclosure of the existence of any arbitration or of any award rendered therein may be made as part of any action in court for interim or provisional relief or to confirm or enforce such award.

(c) Any settlement discussions occurring and negotiating positions taken by any Party in connection with the procedures under this Section 13.13 will be subject to Rule 408 of the Federal Rules of Civil Procedure and shall not be admissible as evidence in any proceeding relating to the subject matter of this Agreement.

(d) The fact that the dispute resolution procedure specified in this Section 13.13 has been or may be invoked will not excuse any Party from performing its obligations under this Agreement, and during the pendency of any such procedure, all Parties must continue to perform their respective obligations in good faith. In addition, in no event shall the fact that this provision has been invoked and the pendency of the proceedings limit, suspend, delay or waive any other rights and remedies provided in this Agreement to any Member.

(e) Notwithstanding the agreement to arbitrate contained in this Section 13.13, in the event that either Party wishes to seek a temporary restraining order, a preliminary or temporary injunction, or other injunctive relief in connection with any claim, demand, cause of action, dispute, controversy, or other matter arising out of or relating to this Agreement or the alleged breach thereof, whether such claim sounds in contract, tort, or otherwise, at law or in equity, under state or federal law, whether provided by statute or the common law, each Party shall have the right to pursue such injunctive relief in court, rather than by arbitration. The Parties agree that such action for a temporary restraining order, a preliminary or temporary injunction, or other injunctive relief may be brought in the state or federal courts of Delaware, or in any other forum in which jurisdiction is appropriate.

Section 8.14 Counterparts. This Agreement may be executed in counterparts, and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Parties. The Parties agree that the delivery of this Agreement may be effected by means of an exchange of facsimile or electronically transmitted signatures.

Section 8.15 Fair Market Value Determination. In the event the Board makes a determination of Fair Market Value under this Agreement, upon request by the NiSource Member or the BIP Investor Member, so long as such Member holds a Percentage Interest (or, with respect to the BIP Investor Member, the Investor Members collectively hold an aggregate Percentage Interest) greater than five percent (5%), within five (5) Business Days after receiving written notice of the Board's determination in connection with any determination of Fair Market Value of Membership Interests or other assets under this Agreement (which determination shall be provided by the Company to each Member promptly following the making thereof), the Company shall select a nationally recognized independent valuation firm with no existing or prior business or personal relationship with any Member or any of its Affiliates in the three year period immediately preceding the date of engagement, pursuant to this Section 13.15 (the "Independent Evaluator") to determine such Fair Market Value. Each of the Company and the requesting Member shall submit their view of the Fair Market Value of the Membership Interests or the relevant asset(s) to the Independent Evaluator, and each party will receive copies of all information provided to the Independent Evaluator by the other party. The final Independent Evaluator's determination of the Fair Market Value of such Membership Interests or asset(s) shall be set forth in a detailed written report addressed to the Company and the Members within thirty (30) days following the Company's selection of such Independent Evaluator and such determination shall be final, conclusive and binding. In rendering its decision, the Independent Evaluator shall determine which of the positions of the Company and the requesting Member submitted to the Independent Evaluator is, in the aggregate, more accurate (which report shall include a worksheet setting forth the material calculations used in arriving at such determination), and, based on such determination, adopt either the Fair Market Value determined by the Company or the requesting Member. Any fees and expenses of the Independent Evaluator incurred in resolving the disputed matter(s) will be borne by the party whose positions were not adopted by the Independent Evaluator. Notwithstanding the foregoing, the Board's determination of Fair Market Value under this Agreement shall be conclusive and relied upon by the Members in carrying out their obligations hereunder, unless and until the Independent Evaluator determines otherwise. The pendency of this process shall not excuse the performance of any obligations of a Member hereunder.

Section 8.16 Certain Definitions. As used in this Agreement, the following terms shall have the meanings ascribed to them below:

"Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Adjusted Capital Account" means, with respect to any Member, the balance in such Member's Capital Account as of the end of the relevant Allocation Year or other period, after giving effect to the following adjustments:

(a) Add to such Capital Account the following items:

(i) The amount, if any, that such Member is obligated to contribute to the Company upon liquidation of such Member's Percentage Interest; and

(ii) The amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or the penultimate sentence of each of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5).

(b) Subtract from such Capital Account such Member's share of the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Adjusted Capital Account as of the end of the Allocation Year (or other relevant period).

"Advisors" means, with respect to any Person, the accountants, attorneys, consultants, advisors, investment bankers, or other representatives of such Person.

"Affiliate" of any particular Person means any other Person Controlling, Controlled by or under common Control with such particular Person, provided, however, that, (i) no portfolio company of any investment fund affiliated with or advised by The Blackstone Group Inc. or Blackstone Infrastructure Partners L.P., or Blackstone Infrastructure Advisors, LLC, shall be deemed to be an "Affiliate" of either Investor Member (excluding the Investor Members' Subsidiaries) and (ii) no investment fund affiliated with or advised by The Blackstone Group Inc. shall be deemed an "Affiliate" of either Investor Member (excluding funds or investment vehicles controlled or advised by Blackstone Infrastructure Advisors, LLC).

"Affiliated Member" means a Member that is Controlled by a NHII Member, Controls a NHII Member, or is under common Control with a NHII Member.

"Affiliated NHII Member" means a NHII Member that is Controlled by a Member, Controls a Member, or is under common Control with a Member.

"Allocation Year" means (a) the period commencing on the Effective Date and ending on the immediately succeeding December 31; (b) any subsequent twelve (12) month period commencing on January 1 and ending on December 31; or (c) any portion of the period described in preceding clause (a) or (b) for which the Company is required to allocate items of the Company income, gain, loss, deduction or credit.

"Anti-Corruption Laws" means any Law concerning or relating to bribery or corruption imposed, administered or enforced by any Governmental Body.

"Anti-Money Laundering Laws" means any Law concerning or relating to money laundering, any predicate crime to money laundering or any record keeping, disclosure or reporting requirements related to money laundering imposed, administered or enforced by any Governmental Body.

"Assumed Tax Liability" means, for any Member, the product of (a) such Member's allocable share of net taxable income of the Company for such Fiscal Year (or applicable portion thereof), reduced by such Member's allocable share of cumulative net taxable loss of the Company not previously been taken into account (calculated taking into account the effect of any basis adjustment under Code Section 734, 743 or 754 and allocations pursuant to Code Section 704(c)), determined as if such Member has no items of income, gain, loss, deduction or credit other than through the Company, multiplied by (b) the Assumed Tax Rate.

"Assumed Tax Rate" means the highest effective combined marginal U.S. federal, state and local income tax rate applicable to a corporation for such Fiscal Year (taking into account the character of the underlying taxable income) and the deductibility of state and local income taxes for U.S. federal income tax purposes (and any applicable limitations thereon). The Assumed Tax Rate shall be the same for each Member.

"Available Cash" means, for any fiscal quarter, the cash flow generated from the normal business operations of the Company and its Subsidiaries in such fiscal quarter, less any amounts that the Board reasonably determines are necessary and appropriate to be retained in order to (a) permit the Company and its Subsidiaries to pay their obligations as they become due in the ordinary course of business, (b) maintain the Company's and its Subsidiaries' capital structure and credit metrics, (c) subject to Section 8.1(l), fund planned and approved (as applicable) capital expenditures, (d) maintain an adequate level of working capital, (e) maintain prudent reserves for future obligations (including contingent obligations of the Company and its Subsidiaries), (f) comply with applicable Law, Order, the terms of the Company's

and its Subsidiaries' Indebtedness (including making any required payments of principal or interest in satisfaction of Indebtedness), or (g) respond to an Emergency Situation.

"Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions located in New York, New York or Delaware are closed generally.

"Capital Account" means the capital account maintained for each Member on the Company's books and records in accordance with the following provisions:

(a) To each Member's Capital Account there shall be added (i) such Member's Capital Contributions, (ii) such Member's allocable share of net Profits and any items in the nature of income or gain that are specially allocated to such Member pursuant to Section 5.6 or Section 5.7 hereof or other provisions of this Agreement, and (iii) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member.

(b) From each Member's Capital Account there shall be subtracted (i) the amount of (A) cash and (B) the Gross Asset Value of any Company assets (other than cash) distributed to such Member pursuant to any provision of this Agreement, (ii) such Member's allocable share of net Losses and any other items in the nature of expenses or losses that are specially allocated to such Member pursuant to Section 5.6 or Section 5.7 hereof or other provisions of this Agreement, and (iii) liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) In the event any Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Membership Interest.

(d) In determining the amount of any liability for purposes of subparagraphs (a) and (b) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Regulations.

"Capital Contribution" means, with respect to any Member, the total amount of cash and the initial Gross Asset Value of property (other than cash) contributed to the capital of the Company by such Member, whether as an initial Capital Contribution or as an additional Capital Contribution.

"Change in Control" means with respect to the applicable Party, any person or group (within the meaning of Sections 13(d)(3) and 14(d)(2) of the Securities Exchange Act of 1934, as amended) at any time becoming the beneficial owner of more than fifty percent (50%) of the combined voting power of the voting securities of such Party (including through general partner and limited partner arrangements).

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

"Company Group" means the Company and each of its Subsidiaries, collectively.

"Company Minimum Gain" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d)(1) for the phrase "partnership minimum gain."

"Competitor" means any Person that is, or through its Subsidiaries is, directly involved in or competes with the Company Business in the United States. For the avoidance of doubt, a Competitor shall not include any financial sponsors that own equity in any Person that is directly involved in the Company Business in the United States.

"Consolidated Capitalization" means the sum of the Consolidated Debt and all amounts that would, in conformity with GAAP, be included on a consolidated balance sheet of the Company and its Subsidiaries under the total members' equity interests at such time.

"Consolidated Debt" means, the Indebtedness of the Company and its Subsidiaries that would be classified as debt on a consolidated balance sheet of the Company and its Subsidiaries in accordance with GAAP.

"Contract" means any written agreement, arrangement, commitment, indenture, instrument, purchase order, license or other binding agreement.

"Control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, Contract or otherwise.

"Covered Person" means any (a) Member, any Affiliate of a Member or any officers, directors, shareholders, partners, members, employees, representatives or agents of a Member or their respective direct or indirect Affiliates, (b) Director, or (c) employee, officer, or agent of the Company or its Affiliates.

"CPI Escalator" means that certain increase calculated annually on the anniversary of the Effective Date by the percentage increase of services measured by the consumer price index as determined by the U.S. Department of Labor, Bureau of Labor Statistics.

"Debt Financing" means any debt financing incurred by the BIP Investor Member or any of its Affiliates (other than the Company), including, the incurrence of any loans or the issuance of any bonds, notes, debentures or hybrid securities.

"Debt-to-Capital Ratio" means the ratio of the Consolidated Debt to Consolidated Capitalization.

"Depreciation" means, for Allocation Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Allocation Year or other period, except that (a) with respect to an asset the Gross Asset Value of which differs from its adjusted basis for U.S. federal income tax purposes and which difference is being eliminated by use of the "remedial allocation method" as defined in Treasury Regulations Section 1.704-3(d), Depreciation for such period shall be the amount of the book basis recovered for such period under the rules prescribed in Treasury Regulations Section 1.704-3(d)(2), and (b) if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

"EBITDA" means earnings before interest, taxes, depreciation and amortization, calculated consistently with the methodology set forth in the Seller Model.

"Emergency Expenditure" means amounts required to be incurred in order to respond to an Emergency Situation or to avoid an Emergency Situation in a manner that is consistent with general practices applicable to facilities used in the Company Business or consistent with the past operations of the Company or its Affiliates (including NIPSCO), but only to the extent such expenditures are reasonably designed to ameliorate the consequences, or an immediate threat of any of the consequences, of the issues set forth in the definition of "Emergency Situation".

"Emergency Situation" means, with respect to the business of the Company and its Subsidiaries, any abnormal system condition or abnormal situation requiring immediate action to maintain the system, frequency, loading within acceptable limits or voltage or to prevent loss of firm load; material equipment damage or tripping of system elements that would reasonably be excepted to materially and adversely affect reliability of an electric system or any other occurrence or condition that requires immediate action to prevent or mitigate an immediate and material threat to the safety of Persons or the operational integrity of the assets and business of the Company or its Subsidiaries; or any other condition or occurrence requiring prompt implementation of emergency procedures as defined by the applicable transmission grid operator, distribution or transmitting utility.

"Encumber" means to place a Lien against.

"Equity Commitment Letter" means the Equity Commitment Letter dated as of the Effective Date by Blackstone Infrastructure Partners L.P. for the benefit of the Company in the amount equal to $1,325,000,000.00 (the "Maximum Investor Commitment").

"Equity Interests" means, with respect to any Person that is not a natural person, (i) capital stock, ordinary shares, partnership, limited liability company or membership interests or units (whether general or limited) or any other equity interests of such Person; (ii) subscriptions, calls, warrants, Contracts, options, commitments or rights entitling any Person to acquire, any interests referred to in clause (i); (iii) securities or instruments convertible into or exercisable or exchangeable for any interests referred to in clause (i) and (iv) stock or unit appreciation rights, liquidation rights, contingent value rights, restricted stock units, or phantom equity or that confers on a Person the right to receive any type of interest referred to in clauses (i) through (iii).

"Exchange Act" has the meaning set forth in the definition of "Excluded Membership Interests".

"Excluded Membership Interests" means any Membership Interests or other Equity Interests in the Company issued in connection with:

(a) any issuance to a Third Party pursuant to and in accordance with Section 7.1;

(b) any arrangement approved unanimously by the Board for the return of income or capital to the Members;

(c) any equity split, equity dividend or any similar recapitalization; or

(d) the commencement of any offering or registration of Membership Interests or other Equity Interests of the Company or any of its Subsidiaries, pursuant to a registration statement filed in

accordance with the United States Securities Act of 1933 (the "Securities Act") or under the Securities and Exchange Act of 1934 (the "Exchange Act").

"Excluded Transactions" means Transactions in the ordinary course of the Company Business, and, in each case, on an arms-length basis with respect to (i) the sale and transfer of Zonal Resource Credits or other similar capacity credits to or from NIPSCO or its Subsidiaries to or from the Company or its Subsidiaries, (ii) pilot programs, and (iii) similar undertakings by the Company or its Subsidiaries in connection with the Company Business, provided, however, the Members shall discuss in good faith any necessary adjustments to this definition on or after the date that is ten (10) years from the Effective Date, provided, further that any adjustments to this definition shall be mutually agreed by the Members.

"Fair Market Value" means, with respect to any asset (including Equity Interest), the price at which the asset would change hands between a willing buyer and a willing seller that are not affiliated parties, neither being under any compulsion to buy or to sell, and both having knowledge of the relevant facts and taking into account the full useful life of the asset. In valuing Membership Interests, no consideration of any control, liquidity or minority discount or premium shall be taken into account. Fair Market Value shall be determined by the Board in accordance with the foregoing, subject to Section 13.15.

"FERC" means the U.S. Federal Energy Regulatory Commission or any successor agency thereto.

"GAAP" means United States generally accepted accounting principles applied on a consistent basis during the periods involved.

"GenCo Assets" means any and all current or future assets, rights, and properties (including any Subsidiaries) of the Company and Subsidiaries.

"GenCo Declination" means that certain order of the IURC approved on September 24, 2025, of the verified petition of GenCo for certain determinations by the IURC with respect to its jurisdiction over petitioner's activities as a non-retail generator of electric power.

"GenCo Offtake Agreement" means any offtake agreements (including capacity supply agreements) pursuant to which the Company or its Subsidiaries will sell power, storage, capacity or ancillary products to NIPSCO to allow NIPSCO to fulfill its obligations to certain large load or hyperscale customers for each pursuant to a "special contract" or similar arrangement (including any tariff) as submitted to the IURC and/or otherwise consistent with applicable Law at such time, including any applicable IURC rules and regulations.

"Governmental Body" means any national, foreign, federal, regional, state, local, municipal or other governmental authority of any nature (including any division, department, agency, commission or other regulatory body thereof) and any court or arbitral tribunal, including any governmental, quasi-governmental or non-governmental body administering, regulating or having general oversight over electricity, power or the transmission or transportation thereof, including any regional transmission operator, independent system operator and any market monitor thereof.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset on the date of the contribution, as determined by the Board, provided that the initial Gross Asset Values of the assets contributed to the Company pursuant to Section 5.1 shall be as set forth on Schedule 1.

(b) The Gross Asset Values of all Company assets immediately prior to the occurrence of any event described in subparagraphs (i) through (v) below shall be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an interest in the Company; (iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); (iv) in connection with the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a partner capacity, or by a new Member acting in a partner capacity in anticipation of being a Member; and (v) the acquisition of an interest in the Company upon the exercise of a non-compensatory option in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(s); provided, however, adjustments pursuant to clause (i), clause (ii), and clause (iv) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company; and provided further, if any non-compensatory option is outstanding, Gross Asset Values shall be adjusted in accordance with Treasury Regulation Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2);

(c) The Gross Asset Value of any Company asset distributed to a Member shall be the gross fair market value of such asset on the date of distribution as determined by the Board;

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (d) to the extent that an adjustment pursuant to subparagraph (b) above is made in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

(e) If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to subparagraph (a), subparagraph (b) or subparagraph (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such Company asset for purposes of computing net Profits and net Losses.

"Indebtedness" means indebtedness or debt as those terms are calculated in accordance with GAAP.

"Investor Call Trigger" means (i) either Investor Member fails to fund all or any portion of its share of a Mandatory Capital Contribution or any Additional Funding Requirement (other than a Mandatory Capital Contribution) in respect of two (2) events if either Investor Member indicated it would do so in its Response to Capital Call but failed to do so within the time period specified in Section 5.1; provided, that the NiSource Member shall be required to provide notice to the BIP Investor Member immediately upon any Investor Member's first event of failure to fund that would trigger this right, (ii)

the Investor Members' aggregate Percentage Interest is equal to or less than five percent (5%), or (iii) the NiSource Member elects to pursue a spin off, split off or similar transaction of the Company, GenCo or an Affiliate; provided, in the case of this clause (iii), the NiSource Member may not exercise its Call Right unless the Spin Return Threshold would be satisfied in the event such contemplated transaction is consummated.

"Investor Consent Threshold" means a Percentage Interest equal to or greater than 19.9%; provided, that, solely in the event the Investor Members' aggregate Percentage Interest is reduced in connection with issuances of Membership Interests in compliance with Sections 5.1 or 7.1, such reference to "19.9%" shall be replaced by "17.5%".

"IRR" means, at any time of determination, the actual annual rate of return of the Investor Members (specified as a percentage) taking into account only the following, on a cash-in, cash-out basis: (a) all capital contributions actually made to the Company by or on behalf of the Investor Members or any of its Permitted Transferees with respect to their Membership Interests on or before such date, and (b) all cash distributions made to the Investor Members or any of their respective Permitted Transferees on or before such date. For the avoidance of doubt, the IRR calculation would not include any tax payments at the Investor Members level. The IRR will be calculated using the XIRR function in the most recent version of Microsoft Excel (or if such program is no longer available, such other software program for calculating the IRR as is reasonably determined by the Board), and will be based on the actual dates of funding of such capital contributions and the actual dates of receipt of such cash distributions and proceeds.

"IURC" means the Indiana Utility Regulatory Commission.

"Law" means any law (statutory, common or otherwise), rule, regulation, code or ordinance enacted, adopted, promulgated or applied by any Governmental Body, including all regulatory requirements emanating from state and federal regulators of the Company Group's businesses and operations.

"Liens" means all liens, encumbrances, mortgages, deeds of trust, pledges, security interests, charges, claims, proxy, voting trust or transfer restrictions, under any stockholder or similar agreement or Organizational Document.

"Maximum Investor Commitment" has the meaning set forth in the definition of "Equity Commitment Letter".

"Member" means each of the NiSource Member and the Investor Members, and any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement, each in its capacity as a member of the Company.

"Member Nonrecourse Debt" has the meaning of "partner nonrecourse debt" as set forth in Treasury Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i)(3).

"Member Nonrecourse Deductions" has the meaning of "partner nonrecourse deductions" set forth in Treasury Regulations Section 1.704-2(i)(1) and 1.704-2(i)(2).

"Membership Interests" means membership interests of the Company.

"MOIC" means, as of any measurement time, with respect to any holder of Membership Interests, the number resulting from the quotient of (i) the cumulative amount of distributions received by such holder (or its predecessors in interest) in respect of such Membership Interests divided by (ii) the cumulative amount of all capital contributions made to the Company by such holder (or its predecessors in interest) in respect of such Membership Interests prior to such time; provided, that, for the purpose of foregoing calculation, the Investor Members shall be aggregated and treated as a single holder.

"New Securities" means any Membership Interests or other Equity Interests in the Company, other than any Excluded Membership Interests.

"NHII Member" means each Member as defined in the NHII Operating Agreement.

"NHII Operating Agreement" means that certain Third Amended and Restated Limited Liability Company Agreement dated as of the date hereof by and among NHII, NIPSCO Holdings I LLC, an Indiana limited liability company, BIP Blue Buyer L.L.C., a Delaware limited liability, company, BIP Blue Buyer VCOC L.L.C., a Delaware limited liability company, and solely for the purposes of Article VI thereto, the Parent.

"NIPSCO" means Northern Indiana Public Service Company LLC, an Indiana limited liability company.

"NiSource Leadership Team" means any individual serving as an officer at any Company Group.

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(3) and 1.752-1(a)(2).

"OFAC" means the U.S. Office of Foreign Assets Control.

"Order" means any order, ruling, decision, verdict, decree, writ, award, judgment, injunction, or other similar determination or finding of any Governmental Body.

"Organizational Documents" means, with respect to any corporation, its articles or certificate of incorporation, memorandum or articles of association and by-laws or documents of similar substance; with respect to any limited liability company, its articles of association, articles of organization or certificate of organization, formation or association and its operating agreement or limited liability company agreement or documents of similar substance; with respect to any limited partnership, its certificate of limited partnership and partnership agreement or documents of similar substance; and with respect to any other entity, documents of similar substance to any of the foregoing.

"Outside Group" means the Parent and its Subsidiaries, other than the Company and its Subsidiaries.

"Partnership Audit Rules" means Sections 6221 through 6241 of the Code, as enacted in Public Law 114-74, as may be amended, including any final or temporary Regulations, other administrative guidance or case law interpreting Sections 6221 through 6241 of the Code (and any analogous provision of state or local tax law).

"Partnership Representative" means, with respect to any Allocation Year, the Person designated for such year as the partnership representative for the Company pursuant to section 6223(a) of the Code or with respect to the tax law of any state or foreign jurisdiction, as a representative pursuant to a provision of law of such state or foreign jurisdiction corresponding to Section 6223(a) of the Code and shall also include the Person through whom a Partnership Representative acts.

"Percentage Interest" means, in respect of any Member, their relative ownership in the Membership Interests, expressed as a percentage, which shall be deemed to be equal to the number of Membership Interests that such Member owns divided by the total number of Membership Interests then outstanding.

"Permitted Transferee" means, with respect to the NiSource Member or either Investor Member, (a) a directly or indirectly wholly owned Subsidiary of such Member, (b) an Affiliate of such Member of which such Member is, directly or indirectly, a wholly owned Subsidiary (an "Affiliate Parent"), or (c) an Affiliate of such Member that is a wholly owned Subsidiary of an Affiliate Parent.

"Person(s)" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Body.

"Preemptive Right Share" means a ratio of (a) the number of Membership Interests held by such Member with Preemptive Rights, to (b) the total number of Membership Interests then outstanding immediately prior to the issuance of New Securities giving rise to the Preemptive Rights.

"President" means the President of GenCo.

"Profits" and "Losses" mean, for each Allocation Year, an amount equal to the Company's taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses," shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (b) or clause (c) of the definition of "Gross Asset Value," the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of

loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(d) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation;

(e) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(f) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(g) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.7 or Section 5.8 shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Section 5.7 and Section 5.8 shall be determined by applying rules analogous to those set forth in clause (a) through clause (f) of this definition.

"Prohibited Competitor" means (i) any Competitor listed on Appendix (A) hereto, as may be updated from time to time in accordance with Section 6.3(b) and (ii) any person owned or controlled by an entity existing under the laws of a country or territory that is subject to, or a target of, any Sanctions.

"Qualified Designee" means (i) with respect to NiSource Member, an employee of Parent or its Affiliates that is an officer of any such entity and (ii) with respect to BIP Investor Member, an employee of the BIP Investor Member or its parent company that is an officer or comparable position of such entity or is otherwise affiliated with such entity; provided, that a "Qualified Designee" shall not include any Person so long as such Person is (a) a director, officer, employee, or other Person affiliated with a Prohibited Competitor or (b) any Person convicted by a court or equivalent tribunal of any felony (or equivalent crime in the applicable jurisdiction) or of any misdemeanor (or equivalent crime in the applicable jurisdiction) that involves financial dishonesty or moral turpitude, or (c) any Person that would create a material reputational risk to the Company based on a good faith determination by the Board.

"Qualified Transferee" means any Person so long as such Person is (i) an asset manager with "assets under management" (as such term is commonly defined in the private equity industry) of at least $5,000,000,000, (ii) a Person with its Equity Interests listed on a nationally recognized stock exchange which has a market capitalization of at least $5,000,000,000 or (iii) a Person that based on its most recent audited balance sheet has at least $5,000,000,000 of assets, and/or in all cases, is in the good faith determination of the Board of being financially capable of carrying out the obligations and promptly paying all liabilities as they become due and payable under and in accordance with this Agreement and

such Person is not a Prohibited Competitor; provided, that a Person that consummated a foreclosure pursuant to Section 6.2(b) shall be deemed a Qualified Transferee.

"Qualifying Core Asset Base" means an amount equal to the net property, plant and equipment of the Qualifying Core Assets, taken as a whole, including any joint ventures consolidated on the Company's financial statements, as determined based on the annual financial statements prepared according to GAAP.

"Qualifying Core Assets" means assets (including the GenCo Assets) utilized in connection with the conduct of the Company's and its Subsidiaries' business (a) on which the Company reasonably expects that it or its Subsidiaries will be eligible to include in the applicable rate base and to earn a return on through rates approved by the IURC, FERC or such other applicable Governmental Body that are commercially reasonable (to be determined by the Board in good faith) and are not otherwise inconsistent with such applicable Governmental Body (as the case may be) rate precedent or (b) which are reasonably necessary, including any generating facilities and related infrastructure, (as determined by the Board in good faith) for the Company's and its Subsidiaries' performance under the GenCo Offtake Agreements in accordance with the terms thereof or to serve certain large load or hyperscale customers pursuant to a "special contract" or similar arrangement (including any tariff), as submitted to the IURC and/or otherwise consistent with applicable Law at such time, including any applicable IURC rules and regulations. For the avoidance of doubt, "Qualifying Core Assets" shall also include necessary or ancillary expenses to support such assets (including working capital). Further, for the avoidance of doubt, the sale of any excess electricity, storage, capacity or ancillary products generated or produced by any such generating facilities or related infrastructure within the applicable wholesale market shall not affect whether such assets, generating facilities or related infrastructure are Qualifying Core Assets.

"Representatives" means the directors, officers, employees, agents and Advisors of a Party.

"Sanctioned Country" means a country or territory that is the target of comprehensive Sanctions (currently, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, and the so-called Donetsk and Luhansk People's Republics in eastern Ukraine).

"Sanctioned Person" means, (a) any Person listed in any Sanctions-related list of designated Persons maintained by a Governmental Body described in the definition of "Sanctions," (b) any Person operating, organized, domiciled or resident in a Sanctioned Country, (c) the government of, or a Governmental Body or government official of, any Sanctioned Country or of Venezuela, or (d) any Person directly or indirectly owned or otherwise controlled by, acting for or on behalf of, or acting at the direction of, any such Person described in clauses (a), (b), or (c).

"Sanctions" means any trade or economic sanctions imposed, administered or enforced from time to time by OFAC, the U.S. Department of State, His Majesty's Treasury, the United Nations, the European Union or any agency or subdivision of any of the foregoing, including any regulations, rules and executive orders issued in connection therewith.

"Securities Act" has the meaning set forth in the definition of "Excluded Membership Interests".

"Senior Officers" means with respect to the NiSource Member, the Chief Executive Officer of the Parent, and with respect to the Investor Members, the Global Head of Infrastructure of Blackstone Inc.

"Spin Return Threshold" means the Investor Return Threshold and the MOIC Return Threshold.

"Subsidiary" means, with respect to any Person, any entity of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, limited liability company, association or other entity or is or controls the managing director or general partner of such partnership, limited liability company, association or other business entity.

"Tag Portion" means an amount of Membership Interests equal to the specified quantity of Tag-Along Offered Membership Interests multiplied by the applicable Investor Member's Percentage Interest.

"Tax" or "Taxes" means any federal, state, local or foreign taxes, including income, gross receipts, capital stock, capital gains, franchise, profits, license, withholding, payroll, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, excise, transfer, value added, import, export, alternative minimum, estimated or other tax, duty, assessment or governmental charge in the nature of a tax, including any interest, penalty or addition thereto.

"Tax Return" means any return, claim for refund, report, election, form, statement or information return relating to Taxes, including any schedule or attachment thereto, and including any amendments thereof.

"Third Party" means, with respect to a Member, another Person that is not another Member or an Affiliate of a Member.

"Transfer" shall mean, with respect to the legal or beneficial ownership of any of a Member's Membership Interests, any sale, assignment, transfer, pledge, encumbrance, hypothecation or other similar arrangement or disposal, directly or indirectly, whether voluntarily, involuntarily or by operation of applicable Law (through a Change in Control or otherwise) including by the entry into any contract, option or other arrangement, or the granting or imposition of any Lien, that gives any Person other than the Member, whether or not upon the occurrence or nonoccurrence of an event, the right to acquire any Membership Interests or any interest therein, to vote any Membership Interest, or to require that any Membership Interests be transferred, directly or indirectly, whether voluntarily, involuntarily or by operation of applicable Law. For the avoidance of doubt and notwithstanding the foregoing, none of the following shall constitute a Transfer: (i) a sale, assignment, transfer, or other disposition of Equity Interests in any Member or any direct or indirect parent of such Member in which such Member represents less than fifty percent (50%) of the Fair Market Value of all of the assets directly or indirectly held by such Member or direct or indirect parent the Equity Interests of which are being disposed, except in any such case as expressly set forth in Section 6.2(b), (ii) a Change in Control of the NiSource Member, (iii) indirect transfers of Membership Interests resulting solely from acquisitions and dispositions of Equity Interests of Blackstone Inc., Parent or their respective Affiliates on the New York Stock Exchange, (iv) Change in Control of or any other sale, assignment, transfer, or other disposition of Equity Interests in the Parent, (v) any direct or indirect transfer to a Permitted Transferee of Equity Interests in either Investor Member that does not result in a Change in Control of such Investor Member,

(vi) any direct or indirect transfer of Equity Interests in the NiSource Member that does not result in a Change in Control of the NiSource Member and (vii) as permitted under Section 6.2(b).

"Zonal Resource Credits" shall have the meaning defined in Module E of the Midcontinent Independent System Operator (MISO) Tariff.

Section 8.17 Terms Defined Elsewhere in this Agreement. As used in this Agreement, the following terms shall have the meanings ascribed to them in the sections indicated:

| **Term** | **Section** |
|---|---|
| AAA | Section 13.13(a) |
| Affiliate Agreement Default | Section 2.14(c) |
| Affiliate Agreement Default Notice | Section 2.14(c) |
| Affiliate Agreements | Section 2.14(a) |
| Agreement | Preamble |
| BIP Investor Member | Preamble |
| BIP Investor Initial Contribution | Recitals |
| Blocker Seller | Section 6.7 |
| Board | Section 2.1 |
| Board Observer | Section 2.13 |
| Call Consummation Period | Section 5.1(e) |
| Call Exercise Price | Section 5.1(e) |
| Call Notice | Section 5.1(e) |
| Call Right | Section 5.1(e) |
| Capital Request Funding Date | Section 5.1(a) |
| Capital Request Notice | Section 5.1(a) |
| Company | Preamble |
| Company Business | Section 1.3(a) |
| Confidential Information | Section 9.6(a) |
| Contributing Member | Section 5.1(b)(ii) |
| Contribution Unfunded Amount Notice | Section 5.1(b) |
| Corporate Opportunity | Section 9.3(b) |
| Cure Period | Section 5.1(e) |
| Defaulting Member | Section 4.2 |
| Designated Alternate | Section 2.2(e) |
| Directors | Section 2.1 |
| Drag-Along Buyer | Section 6.5(a) |
| Drag-Along Notice | Section 6.5(b) |
| Drag-Along Right | Section 6.5(a) |
| Drag-Along Sale | Section 6.5(a) |
| Event of Default | Section 4.1 |
| Event of Dissolution | Section 4.3(a) |
| Excess Contribution | Section 5.1(b)(i) |
| Fund Indemnitees | Section 11.7 |
| Fund Indemnitors | Section 11.7 |
| GenCo | Recitals |
| GenCo Offtake Agreement | Section 1.3(iv) |

| | |
|---|---|
| Independent Evaluator | Section 13.15 |
| Investor Directors | Section 2.2(b) |
| Investor Initial Contribution | Recitals |
| Investor Members | Preamble |
| Investor Offer | Section 6.3(a)(i)(B) |
| Investor Sale Notice | Section 6.3(a)(i)(A) |
| Lock-Up Period | Section 6.1(b) |
| Mandatory Capital Contribution | Section 5.1(a) |
| Management Update Meeting | Section 2.7(b) |
| NHII | Recitals |
| NiSource Directors | Section 2.2(d) |
| NiSource Member | Preamble |
| NiSource Sale Notice | Section 6.3(a)(i)(B) |
| Non-Transferring Member | Section 6.3(a) |
| Over-Contributing Member | Section 5.1(b)(i) |
| Parent | Preamble |
| Partnership Representative | Section 10.2 |
| Party | Preamble |
| Preemptive Right | Section 7.1 |
| Preemptive Right Notice Period | Section 7.1 |
| Preemptive Right Participation Notice | Section 7.1 |
| Pro Rata Request Amount | Section 5.1(a) |
| Regulatory Allocations | Section 5.7(h) |
| Response To Capital Call | Section 5.1(a) |
| Sale Period | Section 6.3(a)(ii) |
| Senior Management Termination Event | Schedule 2 |
| Senior Management Member | Schedule 2 |
| Subject Membership Interests | Section 6.3(a) |
| Tag-Along Buyer | Section 6.4(a) |
| Tag-Along Notice | Section 6.4(a) |
| Tag-Along Offered Membership Interests | Section 6.4(a) |
| Tag-Along Sale | Section 6.4(a) |
| Threshold Price | Section 6.3(a)(ii) |
| Total Number of Directors | Section 2.2(a) |
| Transferring Member | Section 6.3(a) |
| Unfunded Amount | Section 5.1(b) |
| Unfunded Amount Loan | Section 5.1(b)(ii)(A) |
| VCOC Investor Member | Preamble |
| VCOC Investor Initial Contribution | Recitals |

Section 8.18 Other Definitional Provisions. The following shall apply to this Agreement:

(a) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement shall control.

(b) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, schedule and exhibit references contained in this Agreement are references to sections, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” shall be equivalent to the use of the term “and/or.”

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day. In addition, notwithstanding any deadline for payment, performance, notice or election under this Agreement, if such deadline falls on a date that is not a Business Day, then the deadline for such payment, performance, notice or election will be extended to the next succeeding Business Day.

(e) Words denoting any gender shall include all genders, including the neutral gender. Where a word is defined herein, references to the singular shall include references to the plural and vice versa.

(f) The word “will” will be construed to have the same meaning and effect as the word “shall”. The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(g) All references to “$” and dollars shall be deemed to refer to United States currency unless otherwise specifically provided.

(h) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(i) Any reference to any Contract shall be a reference to such agreement or Contract, as amended, amended and restated, modified, supplemented or waived.

(j) Any reference to any particular Code section or any Law shall be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided, that, for the purposes of the representations and warranties contained herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Code section or Law, the reference to such Code section or Law means such Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(k) For all purposes of this Agreement (including the determination of a Member’s Percentage Interest and its entitlement, if applicable, to designate one or more Directors), such Member and its Permitted Transferees shall be deemed to be, and shall be treated as, one and the same Member.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

**The Company:**

Generation Holdings II LLC

By: /s/ Shawn Anderson
Name: Shawn Anderson
Title: Executive Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

**NiSource Member:**

Generation Holdings I LLC

By: /s/ Shawn Anderson
Name: Shawn Anderson
Title: Executive Vice President and Chief Financial Officer

Solely with respect to Article VI:

**Parent:**

NiSource Inc.

By: /s/ Shawn Anderson
Name: Shawn Anderson
Title: Executive Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

**BIP Investor Member:**

BIP Orion Holdco II L.P.
By: BIP Holdings Manager L.L.C., its managing member

By: /s/ Sebastien Sherman
Name: Sebastien Sherman
Title: Senior Managing Director

**VCOC Investor Member:**

BIP Orion Holdco II L.P.
By: BIP Holdings Manager L.L.C., its managing member

By: /s/ Sebastien Sherman
Name: Sebastien Sherman
Title: Senior Managing Director

**Schedule 1**

**Schedule of Members**

**Schedule 1**

**Senior Management Termination Event**

## Appendix A

PROHIBITED COMPETITORS

# THIRD AMENDED AND RESTATED

# LIMITED LIABILITY COMPANY AGREEMENT

# OF

# NIPSCO HOLDINGS II LLC

*Exhibit 10.2*

**TABLE OF CONTENTS**


**Page**

ARTICLE I GENERAL MATTERS 2

Section 1.1 Formation 2
Section 1.2 Name 2
Section 1.3 Purpose 2
Section 1.4 Registered Office 2
Section 1.5 Registered Agent 2
Section 1.6 Members 2
Section 1.7 Powers 4
Section 1.8 Limited Liability Company Agreement 4
Section 1.9 Issuance of Additional Membership Interests 4
Section 1.10 No State Law Partnership 4

ARTICLE II MANAGEMENT 4

Section 2.1 Directors 4
Section 2.2 Number of Directors; Proportional Appointment Rights 4
Section 2.3 Removal of Directors 5
Section 2.4 Vacancies 6
Section 2.5 Acts of the Board; Voting 6
Section 2.6 Compensation of Directors 6
Section 2.7 Meetings of Directors; Notice 6
Section 2.8 Quorum 7
Section 2.9 Place and Method of Meetings 7
Section 2.10 Action by the Board Without a Meeting 7
Section 2.11 Duties of Directors 7

Section 2.12 Committees 8
Section 2.13 Investor Member Board Observer 8
Section 2.14 Related Party Matters 8

ARTICLE III OFFICERS 10

Section 3.1 Appointment and Tenure 10
Section 3.2 Removal 10
Section 3.3 President 10
Section 3.4 Vice Presidents 10
Section 3.5 Secretary; Assistant Secretaries 11
Section 3.6 Treasurer; Assistant Treasurers 11
Section 3.7 Duties of Officers 11

ARTICLE IV DEFAULT; DISSOLUTION 11

Section 4.1 Events of Default 11
Section 4.2 Default Notice 12
Section 4.3 Dissolution 12

ARTICLE V CAPITAL CONTRIBUTIONS; DISTRIBUTIONS; ALLOCATIONS 12

Section 5.1 Capital Contributions 12
Section 5.2 Distributions Generally 17
Section 5.3 Distributions upon the Occurrence of an Event of Dissolution 18
Section 5.4 Capital Accounts 18
Section 5.5 Withdrawal of Capital; Interest 19
Section 5.6 Allocation of Profits and Losses 19
Section 5.7 Special Allocations 19
Section 5.8 Other Allocation Rules for Profits and Losses for Capital Accounts 21
Section 5.9 Tax Allocations; Code Section 704(c) Allocations 21
Section 5.10 Allocation of Liabilities 22
Section 5.11 Compliance with Tax Laws 22

ARTICLE VI TRANSFERS OF MEMBERSHIP INTERESTS 22

Section 6.1 General Restriction 22
Section 6.2 Transfers to Permitted Transferees; Liens by Members 23
Section 6.3 Right of First Offer 24
Section 6.4 Tag-Along Rights 25
Section 6.5 Drag-Along Rights 26
Section 6.6 Cooperation 28
Section 6.7 Sale of Investor Member 29

ARTICLE VII PREEMPTIVE RIGHTS 29

Section 7.1 Preemptive Rights 29

ARTICLE VIII PROTECTIVE PROVISIONS 30

Section 8.1 Investor Member Threshold Matters 30
Section 8.2 Consultation Matters 32
Section 8.3 Indebtedness 33
Section 8.4 Additional Actions 33
Section 8.5 Actions by the Investor Directors on behalf of the BIP Investor Member 33
Section 8.6 Acknowledgement of Purpose of Provisions 33

ARTICLE IX OTHER COVENANTS AND AGREEMENTS 33

Section 9.1 Books and Records 33
Section 9.2 Financial Reports 34
Section 9.3 Other Business; Corporate Opportunities 35
Section 9.4 Compliance with Laws 35
Section 9.5 Non-Solicit 36
Section 9.6 Confidentiality 36
Section 9.7 Expenses 37
Section 9.8 Obligations in Respect of Financings 37
Section 9.9 Credit Support 38

ARTICLE X TAX MATTERS 38

Section 10.1 Tax Classification 38
Section 10.2 Partnership Representative 38
Section 10.3 Tax Elections 39
Section 10.4 Cooperation 40
Section 10.5 Withholding 40
Section 10.6 Certain Representations and Warranties 41

ARTICLE XI LIABILITY; EXCULPATION; INDEMNIFICATION 41

Section 11.1 Liability; Member Duties 41
Section 11.2 Exculpation 41
Section 11.3 Indemnification 41
Section 11.4 Authorization 42
Section 11.5 Reliance on Information 42
Section 11.6 Advancement of Expenses 42
Section 11.7 Non-Exclusive Provisions 42
Section 11.8 Survival of Indemnification and Advancement of Expenses 43
Section 11.9 Limitations 43

ARTICLE XII REPRESENTATIONS AND WARRANTIES 43

Section 12.1 Members Representations and Warranties 43

ARTICLE XIII MISCELLANEOUS 44

Section 13.1 Notices 44

Section 13.2 Assignment 45
Section 13.3 Waiver of Partition 45
Section 13.4 Further Assurances 45
Section 13.5 Third Party Beneficiaries 45
Section 13.6 Parties in Interest; Non-Recourse 45
Section 13.7 Severability 46
Section 13.8 Construction 46
Section 13.9 Complete Agreement 46
Section 13.10 Amendment; Waiver 46
Section 13.11 Governing Law 46
Section 13.12 Specific Performance 47
Section 13.13 Escalation; Arbitration 47
Section 13.14 Counterparts 48
Section 13.15 Fair Market Value Determination 48
Section 13.16 Certain Definitions 49
Section 13.17 Terms Defined Elsewhere in this Agreement 61
Section 13.18 Other Definitional Provisions 63

Schedules

Schedule 1 – Schedule of Members
Schedule 2 – Senior Management Termination Event

APPENDICES

Appendix A – Prohibited Competitors

**THIRD AMENDED & RESTATED**
**LIMITED LIABILITY COMPANY AGREEMENT**

This THIRD AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of NIPSCO Holdings II LLC (the "Company") is made and entered into as of October 28, 2025 (the "Effective Date"), by and among the Company, NIPSCO Holdings I LLC, an Indiana limited liability company (the "NiSource Member"), BIP Blue Buyer L.L.C., a Delaware limited liability company (the "BIP Investor Member"), BIP Blue Buyer VCOC L.L.C., a Delaware limited liability company (the "VCOC Investor Member" and together with the BIP Investor Member, the "Investor Members"), and solely for the purposes of Article VI, NiSource Inc., a Delaware corporation (the "Parent"). The Company, the NiSource Member, the BIP Investor Member, and the VCOC Investor Member are each sometimes referred to herein as a "Party" and, together, as the "Parties".

**RECITALS**

1. On June 17, 2023, the Company, the NiSource Member, the Parent and the BIP Investor Member entered into the PSA, pursuant to which the Company, upon the closing of the transactions contemplated thereby, sold and issued to the BIP Investor Member Membership Interests constituting a 19.9% Percentage Interest.

2. On December 31, 2023 (the "Investment Closing Date"), the Company, the NiSource Member, and the BIP Investor Member entered into that certain Amended and Restated Limited Liability Company Agreement of the Company.

3. On January 31, 2024 (the "VCOC Investment Date"), Parent, the NiSource Member, the Company, the BIP Investor Member, and the VCOC Investor Member entered into that certain Membership Interest Assignment Agreement pursuant to which the BIP Investor Member assigned to the VCOC Investor Member 4.5159% of the Membership Interests of the Company, effective as of the VCOC Investment Date.

4. On September 3, 2025, the Investor Members consummated those certain actions set forth in that certain purchase and sale agreement by and between the Investor Members to transfer 0.0104% of the Membership Interests held by the VCOC Investor Member to the BIP Investor Member.

5. As of the Effective Date, the NiSource Member owns Membership Interests constituting an 80.1% Percentage Interest, the BIP Investor Member owns Membership Interests constituting a 15.3945% Percentage Interest, and the VCOC Investor Member owns Membership Interests constituting a 4.5055% Percentage Interest.

6. On the Effective Date, (i) the NiSource Member shall make an additional cash contribution to the Company in an amount equal to $166,893,643.42 and the Company shall distribute to the NiSource Member certain assets with Gross Asset Value equal to $166,893,643.42.

7. On the Effective Date (i) the BIP Investor Member shall be deemed to have made an additional cash contribution to the Company equal to $32,075,458.10 and Company shall have been deemed to have distributed BIP Investor Member an amount in cash equal to $32,075,458.10 and (ii) the VCOC Investor Member shall be deemed to have made an additional cash contribution to the Company equal to $9,387,507.00 and Company shall have been deemed to have distributed to the VCOC Investor Member an amount in cash equal to $9,387,507.00.

8. The Parties desire to, and by the execution and delivery of this Agreement hereby do, amend and restate in its entirety the Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of the VCOC Investment Closing Date, in order to provide for, among other things, the rights and responsibilities of the Parties with respect to the governance, financing and operation of the Company, and certain other matters relating to the business arrangements between the Parties with respect to the Company.

Therefore, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valid consideration the receipt of which is hereby acknowledged by each Party, and intending to be legally bound hereby, the Parties hereby agree as follows:

## Article I
## GENERAL MATTERS

Section 1.1 Formation. The Parent formed the Company as a limited liability company pursuant to the Act. The Members ratify the organization and formation of the Company and continue the Company, pursuant to the terms and conditions of this Agreement.

Section 1.2 Name. The name of the Company is "NIPSCO Holdings II LLC".

Section 1.3 Purpose.

(a) The purpose of the Company is to, either on its own behalf or through its Subsidiaries, engage in all lawful business for which limited liability companies may be formed under the Act in furtherance of the following activities (the "Company Business"):

(i) owning and operating a public utility engaged in the (A) generation, transmission, distribution, marketing and sale of electricity and/or (B) transmission and distribution of natural gas, within the State of Indiana;

(ii) making direct or indirect investments in, or purchasing, developing, financing constructing, commercializing, owning, operating or maintaining assets and facilities relating to the electric or gas business, including renewable energy projects and with respect to large load or hyperscale customers, including pursuant to "special contracts" or similar arrangement (including any tariff) submitted to the IURC and/or otherwise consistent with applicable Law at such time, including any applicable IURC rules and regulations, with such large load or hyperscale customers;

(iii) undertaking any business activities conducted as of the Effective Date by the Company or its Subsidiaries;

(iv) engaging in such other activities that are (A) eligible to include in rate base, (B) expected to be eligible to earn a return through rates approved by IURC or FERC, or (C) supportive of (i.e., being an ancillary agreement or otherwise an implementing agreement of) any GenCo Offtake Agreement permitted by or in support of the GenCo Declination; or

(v) engaging in such other activities that the Board deems necessary, convenient or incidental to the conduct, promotion or attainment of the activities described in the foregoing subclauses (i), (ii), (iii) and (iv).

(b) The Company shall not engage in any activity or conduct inconsistent with the Company Business or any reasonable extensions thereof.

Section 1.4 Registered Office. The address of the registered office of the Company in the State of Delaware is 251 Little Falls Drive, Wilmington Delaware, 19808.

Section 1.5 Registered Agent. The name of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company.

Section 1.6 Members.

(a) The NiSource Member and each of the Investor Members is hereby or was heretofore admitted to the Company as a Member, and hereby continues as such. Unless admitted to the Company as a Member as provided in this Agreement, no Person shall be, in fact or for any other purpose, a Member.

(b) No Member shall have any right to withdraw from the Company except as expressly set forth herein. No Membership Interest is redeemable or repurchasable by the Company at the option of a Member. Except as expressly set forth in this Agreement, no event affecting a Member (including dissolution, bankruptcy or insolvency) shall affect its obligations under this Agreement or affect the Company.

(c) The Members' names, addresses and Percentage Interests are set forth on the Schedule of Members attached to this Agreement as Schedule 1.

(d) No Member, acting in its capacity as a Member, shall be entitled to vote on any matter relating to the Company other than as specifically required by the Act or as expressly set forth in this Agreement.

(e) Except as otherwise expressly set forth in this Agreement, any matter requiring the action, consent, vote or other approval of the Members hereunder shall require action, consent, vote or approval of the Members owning at least a majority of the Membership Interests. Except as otherwise expressly set forth in this Agreement, the VCOC Investor Member hereby irrevocably makes, constitutes and appoints the BIP Investor Member as the VCOC Investor Member's true and lawful attorney-in-fact, with full power of substitution, to act, consent or otherwise approve any matter requiring action, consent or other approval by the VCOC Investor Member in such forms and on such terms and conditions as the BIP Investor Member may deem necessary or desirable. In addition, except as otherwise expressly set forth in this Agreement, the BIP Investor Member shall have the right and power to vote, and VCOC Investor Member grants to the BIP Investor Member its irrevocable proxy to vote, Membership Interests owned by the VCOC Investor Member, together with the Membership Interests owned by BIP Investor Member, with respect to, any matter requiring the consent, vote or other approval of the 19.9% Membership Interest held by the Investor Members, collectively. The execution of any documents by the BIP Investor Member on behalf of the VCOC Investor Member shall be conclusive evidence of its authority as attorney-in-fact or as the holder of the irrevocable proxy for the VCOC Investor Member and generally to act, consent, vote or otherwise approve any matter requiring the action, consent, vote or other approval of the Members under this Agreement. The VCOC Investor Member acknowledges the appointment of the BIP Investor Member as its attorney-in-fact and agrees that the appointment of the BIP Investor Member as its attorney-in-fact and the grant of the irrevocable proxy to the BIP Investor Member under this Section 1.6(e) is coupled with an interest and may not be revoked and will survive insolvency or bankruptcy of the VCOC Investor Member. The BIP Investor Member accepts its appointment and authorization to act as attorney-in-fact and as proxy holder for the VCOC Investor Member. Except as otherwise expressly set forth in this Agreement, the power and authority granted under this Section 1.6(e) will be exclusive.

(f) A Member shall automatically cease to be a Member upon Transfer of all of such Member's Membership Interests made pursuant to and in accordance with the terms of this Agreement. Immediately upon any such permissible Transfer, the Company shall cause such Member to be removed

from Schedule 1 to this Agreement and to be substituted by the transferee or transferees in such Transfer, and, except as otherwise expressly provided for herein, such transferee or transferees shall be deemed to be a "Party" for all purposes hereunder and all references to the NiSource Member, the BIP Investor Member, or the VCOC Investor Member, as the case may be, shall be deemed to be references to such transferee or transferees (notwithstanding, in the case that more than one Person is a transferee of such Membership Interests, that such defined terms as used herein are singular in number).

Section 1.7 Powers. The Company shall have the power and authority to do any and all acts necessary or convenient to or in furtherance of the purposes described in Section 1.3, including all power and authority, statutory or otherwise, possessed by, or which may be conferred upon, limited liability companies under the Laws of the State of Delaware.

Section 1.8 Limited Liability Company Agreement. This Agreement shall constitute the "limited liability company agreement" of the Company for the purposes of the Act. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall control to the fullest extent permitted by the Act and other applicable Law.

Section 1.9 Issuance of Additional Membership Interests. Except for (a) the issuance of any Excluded Membership Interests or (b) the issuance of Membership Interests made pursuant to and in accordance with Section 5.1(c), Article VII, or as otherwise permitted herein, the Company shall not issue any new Membership Interests, or any securities convertible into Membership Interests or other equity interests of the Company, to any Third Party or to the Members other than in accordance with their respective Percentage Interests.

Section 1.10 No State Law Partnership. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement, for any purposes, and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise. Nothing in this Section 1.10 shall control with respect to income tax treatment of the Company.

## Article II
## MANAGEMENT

Section 2.1 Directors. Subject to the provisions of the Act and any limitations in this Agreement as to action required to be authorized or approved by the Members, the business and affairs of the Company shall be managed and all its powers shall be exercised by or under the direction of a board of directors (the "Board" and each duly appointed and continuing member thereof from time to time, a "Director"), and no Member, by virtue of having the status of a Member, shall have any management power over the business and affairs of the Company or any actual or apparent authority to enter into Contracts on behalf of, or to otherwise bind, the Company. Without prejudice to such general powers, but subject to the same limitations, the Board shall be empowered to conduct, manage and control the business and affairs of the Company and to make such rules and regulations therefor not inconsistent with applicable Law or this Agreement, as the Board shall deem to be in the best interest of the Company. Each Director is hereby designated as a "manager" of the Company within the meaning of Section 18-101 of the Act.

Section 2.2 Number of Directors; Proportional Appointment Rights.

(a) The authorized number of Directors constituting the Board shall be seven (7) Directors (the "Total Number of Directors").

(b) The BIP Investor Member shall, as of the Effective Date, be entitled to appoint two (2) Directors, and the BIP Investor Member shall retain the right to appoint at least two (2) Directors for so long as the Investor Members collectively hold at least a 17.5% Percentage Interest in the aggregate. In the event that the Investor Members' aggregate Percentage Interest is reduced below 17.5% but remains at or above a 9.9% Percentage Interest, the BIP Investor Member shall retain the right to appoint one (1) Director. In the event that the Investor Members' aggregate Percentage Interest is reduced below 9.9%, the BIP Investor Member shall cease to be entitled to appoint a Director. Any Directors appointed by the BIP Investor Member are referred to herein as "Investor Directors". The appointment of any particular proposed Investor Director shall be subject to the NiSource Member's prior written consent of the identity

of such individual prior to his or her appointment to the Board; provided however, that the NiSource Member shall not have any consent right over the appointment of a proposed Investor Director that is a Qualified Designee.

(c) In the event that the Investor Members' aggregate Percentage Interest decreases below 17.5% or 9.9%, as applicable, if the BIP Investor Member fails to remove an Investor Director concurrently with such decrease in the Investor Members' aggregate Percentage Interest to be in compliance with the BIP Investor Member's Director appointment rights set forth in Section 2.2(b), then the NiSource Member may remove such appropriate number of Investor Directors from the Board such that the BIP Investor Member is in compliance with its Director appointment rights set forth in Section 2.2(b), such removal being effective immediately.

(d) The NiSource Member shall be entitled to appoint all of the remaining Total Number of Directors that the Investor Member is not entitled to appoint pursuant to Section 2.2(b). Directors appointed by the NiSource Member are referred to herein as "NiSource Directors"; provided, that any NiSource Director must be a Qualified Designee. The NiSource Member shall further be entitled to designate a NiSource Director to serve as the chairperson of the Board.

(e) For so long as the BIP Investor Member is entitled to appoint an Investor Director, the BIP Investor Member shall be further entitled to designate the Board Observer or any other individual (provided, that such designee is a Qualified Designee) (the "Designated Alternate") in its place and stead in the event that the Investor Director is unable to attend such meeting (or meetings of Board committees, if any pursuant to Section 2.12). The Designated Alternate will be entitled to exercise the powers of the Investor Director at such meetings, and will be subject to all of the responsibilities of an Investor Director hereunder at such meeting as if they were an Investor Director. The appointment of such Designated Alternate shall be subject to the same approval right of the NiSource Member applicable to the Investor Director under Section 2.2(b). If the Designated Alternate is serving in lieu of the Investor Director at any Board or committee meeting, the BIP Investor Member shall provide written notice to the NiSource Member of this fact prior to the commencement of such meeting (which notice may be by way of an email to the NiSource Directors), and such notice shall be recorded in the minutes of such meeting. For the avoidance of doubt, any references to approval or notice by the Investor Director in this Agreement will be deemed to refer to the Investor Director, and not the Designated Alternate, except in respect of the voting on matters presented at the meeting at which the Designated Alternate is attending. In the event that the Designated Alternate is also a Board Observer, at any Board or committee meeting in which he or she is serving as the Investor Director pursuant to this Section 2.2(e), he or she shall be deemed to be serving only as an Investor Director and not as a Board Observer at such meeting.

Section 2.3 Removal of Directors. Any one or more Directors may be removed at any time, with or without cause, by the Member that appointed such Director, and except as provided in Section 2.2(c), may not be removed by any other means. If a Director is convicted by a court or equivalent tribunal of any felony (or equivalent crime in the applicable jurisdiction), or of any misdemeanor (or equivalent crime in the applicable jurisdiction) that involves financial dishonesty or moral turpitude, then the Member that appointed such Director shall, unless consented to by the NiSource Member in the case of an Investor Director and by the BIP Investor Member in the case of a NiSource Director, promptly remove such Director. Delivery of a written notice to the Company by a Member designating for removal of a Director appointed by such Member shall conclusively and with immediate effect constitute the removal of such Director, without the necessity of further action by the Company, the Board, or by the applicable removed Director. Each Director duly appointed by a Member pursuant to and in accordance with the provisions of Section 2.2 shall hold office until his or her resignation, death, permanent disability, removal pursuant to and in accordance with Section 2.2 or with this Section 2.3, or until a successor Director is duly appointed by the Member that appointed (and continues to be entitled to appoint) such Director.

Section 2.4 Vacancies. A vacancy shall be deemed to exist in case of the resignation, death, permanent disability or removal of any Director. The Member entitled to appoint a Director to the vacant directorship may appoint or elect a Director thereto to take office (a) immediately, (b) effective upon the departure of the vacating Director, in the case of a resignation, or (c) at such other later time as may be determined by such Member.

Section 2.5 Acts of the Board; Voting. Except as otherwise expressly set forth in this Agreement (including Section 8.1), a vote of a majority of the Directors present at a duly called and noticed meeting of the Board at which a quorum is present shall be required to authorize or approve any action of the Board. Every act of or decision taken or made by the Directors pursuant to the vote required by this Section 2.5 shall be conclusively regarded as an act of the Board.

Section 2.6 Compensation of Directors. The Board shall have the authority to fix the compensation of Directors for their service to the Company, if any. The Board shall reimburse the Directors for their respective reasonable, documented out-of-pocket expenses incurred for attendance at meetings of the Board consistent with the Company's then-applicable policies related to travel and expenses for directors or executive officers (or, if none exists, such travel and expense policies of Parent). Nothing herein shall be construed to preclude any Director from serving the Company or any of its Affiliates in any other capacity and receiving compensation therefor.

Section 2.7 Meetings of Directors; Notice. Except as provided pursuant to Section 2.10, meetings of the Board, both regular and special, for any purpose or purposes may be called at any time by the Board or by the Company at the request of any Director, by providing at least seven calendar days' written notice to each Director unless the chairperson of the Board determines, acting reasonably, that there is a significant and time sensitive matter that requires shorter notice to be given, in which case a meeting of the Board may be called by giving at least forty-eight (48) hours' written notice to each Director. Regular Board meetings will be held quarterly. Each notice shall state the purpose(s) of and agenda for the meeting and include all required information, including dial-in numbers or other applicable access information, in order to participate in the meeting by telephonic means, over the internet or by means of any other customary electronic communications equipment. Unless otherwise agreed by unanimous consent of the Board, no proposal shall be put to a vote of the Board unless it has been listed on the agenda for such meeting. Notice of the time and place of meetings shall be delivered personally or by telephone to each Director, or sent by e-mail or other electronic communication to any Director. Any notice given personally or by telephone shall be communicated to the applicable Director. A Director may waive the notice requirement set forth in this Section 2.7 by any means reasonable in the circumstances, including by communication to one or more other Directors, and the presence of a Director at a meeting or the approval by a Director of the minutes thereof shall conclusively constitute a waiver by such Director of such notice requirement.

Section 2.8 Quorum.

(a) Except as otherwise expressly set forth herein, the presence (whether physical, telephonic, over the internet or by means of other customary electronic communications equipment) of a majority of the number of Directors then serving on the Board (without regard to the Total Number of Directors), including at least one Investor Director, at a meeting of the Board shall constitute a quorum of the Board for the transaction of all business thereat; provided, that if quorum fails at two (2) consecutive attempted meetings that are called pertaining to the same subject matter with proper notice due to the failure of the Investor Director(s) to attend, then at the third attempted meeting only a majority of the number of Directors then serving on the Board (without regard to the Total Number of Directors or the attendance of the Investor Director(s)) must be present in person, by telephone or other electronic means or by proxy in order to constitute a quorum for the transaction of business for purposes of conducting only those matters that were included on the agenda for the attempted meetings immediately preceding such third attempted meeting; provided, that, at least twenty-four (24) hours prior written notice of any rescheduled meeting is required to be provided to the other Directors.

(b) If a quorum is not present at any meeting of the Board, the Directors present at such meeting may adjourn the meeting, without notice other than announcement at the meeting.

Section 2.9 Place and Method of Meetings.

(a) Meetings of the Board may be held at any place, whether within or outside the State of Delaware or the State of Indiana, and meetings may be held, in whole or in part, by telephonic means, over the internet or by means of any other customary electronic communications equipment. The place at which (or, if applicable, the electronic communication methods by which) a meeting will be held may be specified in the applicable notice of the meeting.

(b) The Directors may participate in meetings of the Board by telephonic means, over the internet or by means of any other customary electronic communications equipment, and, to the fullest

extent permitted by applicable Law, shall be deemed to be present at such meeting for all purposes, including for purposes of determining quorum and of voting.

Section 2.10 Action by the Board Without a Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if a number of Directors the vote of whom would be minimally necessary to approve such action at a meeting of the Board shall individually or collectively consent in writing to such action; provided, that in order for such consent to be effective it shall have been provided to all Directors at least forty-eight (48) hours prior to its stated effectiveness, unless such prior notice is waived in writing by the Directors taking any such written action which includes at least one (1) Investor Director. Notwithstanding the foregoing, no action set forth in Section 8.1 that requires the consent of the BIP Investor Member shall be effected by written action entered into pursuant to this Section 2.10 without the BIP Investor Member's written consent. Any written actions of the Board may be in counterparts and transmitted by e-mail and shall be filed with the minutes of the proceedings of the Board. Such written actions shall have the same force and effect as a vote of the Board.

Section 2.11 Duties of Directors. Other than as set forth in Section 9.3, each member of the Board shall have fiduciary duties identical to those of directors of a business corporation organized under the General Corporation Law of the State of Delaware and except to the extent not permitted by applicable Law, no member of the Board shall be personally liable to the Company or its Members for monetary damages for breach of its fiduciary duties in such capacity. The provisions of this Agreement, to the extent that they expand or restrict the duties and liabilities of the Board, otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of the Board.

Section 2.12 Committees. The Board may create one or more committees of the Board, delegate responsibilities, duties and powers to such one or more committees, and appoint Directors to serve thereon. Each Director appointed to serve on any such committee shall serve at the pleasure of the Board, or otherwise in accordance with the terms of the resolution designating the applicable committee. Section 2.4, Section 2.7, Section 2.8, Section 2.9 and Section 2.10 shall each apply to any committee of the Board with the same terms applicable to the Board, *mutatis mutandis*. For each committee of the Board, the Board shall designate one Investor Director to serve on each such committee so long as the BIP Investor Member is entitled to appoint a Director pursuant to Section 2.2.

Section 2.13 Investor Member Board Observer. The BIP Investor Member shall be entitled to appoint one (1) Person (which shall be an individual) to serve as an observer of the Board (the "Board Observer") for so long as (i) the BIP Investor Member is entitled to appoint only one (1) Investor Director, but in no event when the BIP Investor Member is entitled to appoint two (2) Investor Directors or (ii) the Investor Members' aggregate Percentage Interest is greater than or equal to 4.9% but in no event if the BIP Investor Member is entitled to appoint two (2) Directors, the identity of whom shall be subject to the prior written consent of the NiSource Member. The Board Observer shall have the right to receive notice of, attend and participate in all meetings of the Board (and any committee thereof) and to receive all information provided to Directors at the same time and in the same manner as provided to such Directors; provided, however, that the Company and the Board will be entitled to withhold access to any portion of the information and to exclude the Board Observer from any portion of any meeting of the Board (or any committee thereof) if the Company or the Board determines in good faith in reliance upon the advice of counsel that access to such information or attendance at such meeting (i) is reasonably necessary to preserve an attorney-client privilege of the Company or the Board or (ii) otherwise implicates any conflict of interest between any Investor Member, on the one hand, and a particular matter or transaction under consideration by the Board, on the other hand; provided, however, that the BIP Investor Member shall be notified of any intent to exclude the Board Observer in reliance on clause (ii) above in advance of any meeting from which the Board Observer is to be excluded to the extent reasonably practicable; provided, further, that, any Board Observer that is excluded shall only be excluded for such portion of the meeting during which such conflicted matter or transaction is being discussed. For the avoidance of doubt, the Board Observer shall not have any voting rights with respect to any matter brought before the Board and shall not be counted in any manner with respect to whether a quorum is present at a meeting of the Board, and (without limiting the Company's obligations to provide the Board Observer with notice of meetings of the Board and any committee thereof as set forth in this Section 2.13) no defect in the provision of notice to the Board Observer of any meeting of the Board shall be construed to constitute a defect in the provision of notice to Directors. The Board Observer shall be bound by the same confidentiality obligations as the Directors as set forth in Section 9.6. The BIP Investor Member may cause the Board Observer to resign or appoint a replacement Board Observer from time to time by giving written notice to the Company. In the event that the Investor Members' aggregate

Percentage Interest becomes less than 4.9%, the BIP Investor Member's rights under this Section 2.13 shall immediately cease. For the avoidance of doubt, the sole purpose of this Section 2.13 is to provide observation rights (subject to the limitations and conditions set forth in this Section 2.13) to an individual Representative of the BIP Investor Member, and in no event will any Board Observer be construed to be a third-party beneficiary of this Agreement, an agent of the Company of any kind or for any purpose, or have any other claim against the Company or the Members in relation to any matter whatsoever.

Section 2.14 Related Party Matters.

(a) The Parties acknowledge that certain Affiliates of the Company provide various services to the Company and its Subsidiaries and that all of such services shall continue in the ordinary course of business. All agreements between any member of the Outside Group, on the one hand, and the Company Group, on the other hand, (such transactions, "Affiliate Agreements"), shall be (i) entered into and carried out in a manner that, except as may be required by any applicable Law or Order, is (A) consistent with past practices and the corporate allocation and affiliate transaction policies of the Outside Group in effect at such time and (B) on terms and conditions that are pursuant to the corporate allocation policies and affiliate transaction policies of the Outside Group as of such time to the extent that they are non-discriminatory against the Company and its Subsidiaries and are generally consistent with the corporate allocation policies and affiliate transaction policies of the Outside Group, (ii) entered into and carried out in accordance with the requirements of any applicable Law or Order (including, for the avoidance of doubt, on such terms and conditions as may be required to obtain the approval of the applicable Governmental Body in respect of such transaction) and (iii) if applicable pursuant to Section 8.1, approved by the Board. Notwithstanding anything to the contrary in this Agreement, except as required by applicable Law, the NiSource Member shall ensure during the term of this Agreement that any methodologies used to allocate costs to the Company Group (i) are and will be consistently applied to other members of the Outside Group in a manner that does not have a disproportionate adverse impact on the Company or any of its Subsidiaries as compared to any member of the Outside Group and (ii) would not result in any fines or penalties that are imposed on any member of the Outside Group being allocated to the Company or any of its Subsidiaries. The NiSource Member shall also use commercially reasonable efforts to ensure corporate separateness from the NiSource Member and the other members of the Outside Group in a manner and consistent with the Company Group's and the Outside Group's respective past practices and applicable Law and Orders. The NiSource Member shall continue to audit its corporate services annually by its then current auditor in the ordinary course and shall share such audit with the BIP Investor Member (including any work papers and other supporting documentation reasonably requested by the BIP Investor Member (subject to its prior execution of a customary non-reliance letter agreement to the extent requested by such auditor)). Notwithstanding the foregoing, the Company will provide a copy of any Affiliate Agreement that is required to be filed with the IURC, to be entered into by the Company Group prior to such filing and will use commercially reasonable efforts to provide the BIP Investor with any material Affiliate Agreements to be entered into prior to such entry.

(b) Each Investor Member acknowledges and agrees that (i) the Company Group and the Outside Group prior to the Investment Effective Date engaged in Affiliate Agreements, and continues to and will, pursuant to and in accordance with the provisions of Section 2.14(a), from and after the Investment Effective Date engage in new Affiliate Agreements (including Genco Offtake Agreements), subject to the BIP Investor Member's approval rights under Section 8.1 (if applicable), (ii) all services provided by any member of the Outside Group to any member of the Company Group as of the Investment Effective Date and (iii) the promissory notes held or payable by the Company's Subsidiary, Northern Indiana Public Service Company LLC ("NIPSCO"), payable to NiSource Development Company, Inc. (the "NiSource Notes") shall or will remain outstanding and be payable in accordance with their terms or sooner as the Board determines in good faith is appropriate.

(c) In the event the Company and/or the NiSource Member becomes aware of any material breach or material default (it being understood that, for purposes of this clause (c), a breach or default will be deemed to be "material" if the reasonably expected amount of damages that would be sustained by the Company and its Affiliates as a result of such breach or default, or series of related breaches or defaults, would exceed $100,000,000.00 in the aggregate, subject to an annual increase by the CPI Escalator) by any member of the Company Group or Outside Group under any Affiliate Agreement (an "Affiliate Agreement Default"), the Company and/or the NiSource Member, as applicable, shall promptly, but in any event within ten (10) Business Days after becoming aware of such Affiliate Agreement Default, send a written notice (an "Affiliate Agreement Default Notice") to the Company and the BIP Investor Member

setting forth in reasonable detail the nature of such Affiliate Agreement Default and the reasonable estimate of the current and future anticipated losses associated with such Affiliate Agreement Default (to the extent feasible to make a reasonable estimate at such time). After delivery of such Affiliate Agreement Default Notice to the BIP Investor Member, the Company (and, if the Company did not provide the Affiliate Agreement Default Notice, the NiSource Member) shall promptly provide the BIP Investor Member with any additional information reasonably requested by the BIP Investor Member and available to the NiSource Member relating to such Affiliate Agreement Default. The defaulting party under such Affiliate Agreement shall have (i) twenty (20) Business Days following the expiration of the applicable cure period in respect of such Affiliate Agreement, to fully cure any monetary Affiliate Agreement Default, and (ii) sixty (60) days following the expiration of the applicable cure period in respect of such Affiliate Agreement, to fully cure any non-monetary Affiliate Agreement Default, subject to and consistent with applicable Law and Orders, if capable of being cured. In the event that any material alleged Affiliate Agreement Default is not timely cured in accordance with the preceding sentence, the BIP Investor Member shall have the sole right to cause the Company and its Subsidiaries to take, or refrain from taking, any actions in connection with the enforcement of or compliance with the rights or obligations of the Company or any of its Subsidiaries under the terms of the applicable Affiliate Agreement. In addition to, and not in limitation of, the foregoing provisions of this Section 2.14(c), the Company shall notify the BIP Investor Member prior to, or within ten (10) days following, its execution of any new Affiliate Agreement or any material amendment to any Affiliate Agreement setting forth in reasonable detail the nature of such new Affiliate Agreement or such amendment and, upon request from the BIP Investor Member, shall provide copies of all Contracts relating to such new Affiliate Agreement or such amendment within five (5) Business Days of such request.

## Article III
## OFFICERS

Section 3.1 Appointment and Tenure.

(a) The Board may, from time to time, designate officers of the Company to carry out the day-to-day business of the Company.

(b) The officers of the Company shall be comprised of one or more individuals designated from time to time by the Board. Each officer shall hold his or her office for such term and shall have such authority and exercise such powers and perform such duties as shall be determined from time to time by the Board. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers shall be fixed from time to time by the Directors.

(c) The officers of the Company may consist of a president, a secretary and a treasurer. The Board may also designate one or more vice presidents, assistant secretaries and assistant treasurers. The Board may designate such other officers and assistant officers and agents as the Board may deem necessary or appropriate.

Section 3.2 Removal. Any officer may be removed as such at any time by the Board, either with or without cause, in its discretion, subject to the consultation right of the BIP Investor Member set forth in Section 8.2.

Section 3.3 President. The president, if one is designated, shall be the chief executive officer of the Company, shall have general and active management of the day-to-day business and affairs of the Company as authorized from time to time by the Board, and shall be authorized and directed to implement all actions, resolutions, initiatives and business plans adopted by the Board.

Section 3.4 Vice Presidents. The vice presidents, if any are designated, in the order of their election, unless otherwise determined by the Board, shall, in the absence or disability of the president, perform the duties and have the authority and exercise the powers of the president. They shall perform such other duties and have such other authority and powers as the Board may from time to time prescribe.

Section 3.5 Secretary; Assistant Secretaries. The secretary, if one is designated, shall perform such duties and have such powers as the Board may from time to time prescribe. The assistant secretaries, if any are designated, and unless otherwise determined by the Board, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the Board may from time to time prescribe.

Section 3.6 Treasurer; Assistant Treasurers. The treasurer, if one is designated, shall have custody of the Company's funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated from time to time by the Board. The treasurer shall disburse the funds of the Company as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render the president and the Board, when so directed, an account of all of his or her transactions as treasurer and of the financial condition of the Company. The treasurer shall perform such other duties and have such other powers as the Board may from time to time prescribe. If required by the Board, the treasurer shall give the Company a bond of such type, character and amount as the Board may require. The assistant treasurers, if any are designated, unless otherwise determined by the Board, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Board may from time to time prescribe.

Section 3.7 Duties of Officers. Other than as set forth in Section 9.3 with respect to any Representative of Parent or its Affiliates who is also an officer of the Company, each officer of the Company (in such individual's capacity as an officer) will owe the Company, its Subsidiaries and the Members such fiduciary duties that apply to officers of a Delaware corporation. No provision of this Agreement will be deemed to limit or eliminate such fiduciary duties.

## Article IV
## DEFAULT; DISSOLUTION

Section 4.1 Events of Default. The following shall constitute events of default (each, an "Event of Default") by the applicable Member under this Agreement:

(a) any material breach of this Agreement by such Member;

(b) any failure by such Member to make any Mandatory Capital Contribution pursuant to and in accordance with a Capital Request Notice issued pursuant to Section 5.1 or, with respect to an Additional Funding Requirement (as defined in Section 5.1) (other than a Mandatory Capital Contribution), a duly authorized officer of each of the Investor Members has affirmed in writing that such Investor Member would make such Additional Funding Requirement in its Response to Capital Call but failed to do so within the time period set forth in Section 5.1, in any case any such failure to fund by any Investor Member shall be deemed to be a failure to fund by all of the Investor Members;

(c) any purported Transfer by such Member made other than pursuant to and in accordance with the terms and conditions of this Agreement;

(d) any Event of Default (as defined in the GHII Operating Agreement) under the GHII Operating Agreement by any GHII Member which is an Affiliated GHII Member (which remains uncured after any applicable notice or cure period as provided therein including, for the avoidance of doubt, pursuant to Section 4.2 thereof); and

(e) the filing of a petition seeking relief, or the consent to the entry of a decree or Order for relief in an involuntary case, under the bankruptcy, rearrangement, reorganization or other debtor relief Laws of the United States or any state or any other competent jurisdiction or a general assignment for the benefit of its creditors by such Member or by any of its controlling Affiliates.

Section 4.2 Default Notice. If an Event of Default occurs, then any Member (other than the Defaulting Member) may deliver to the Company and to the Member subject to the Event of Default including for the avoidance of doubt, any Event of Default (as defined in the GHII Operating Agreement) under the GHII Operating Agreement (the "Defaulting Member"; provided, that at any time the Defaulting Member is an Investor Member, then both Investor Members shall be deemed Defaulting Members until such Investor Member ceases to be a Defaulting Member according to the terms of this Agreement) a notice of the occurrence of such Event of Default, setting forth the circumstances of such Event of Default. If, within thirty (30) days following the delivery of such notice (or, with respect to an Event of Default set forth in Section 4.1(b), ten (10) days), the Defaulting Member has not cured the event giving rise to the Event of Default (if capable of being so cured), the provisions of this Agreement applicable to a "Defaulting Member" shall apply to such Defaulting Member and, in addition to any other rights and remedies provided under this Agreement, (i) if the Defaulting Member is an Investor Member,

the Defaulting Member's voting rights, including its approval rights in Section 8.1, shall be suspended and (ii) any net Available Cash required to be distributed to the Defaulting Member shall instead be distributed to the non-Defaulting Members, or the Company, as applicable, if such breach is capable of being cured by the payment of such amounts which such clauses (i) and (ii) shall apply as applicable (and such Member shall be considered a "Defaulting Member") until the applicable Event of Default and the material effects thereof have been cured (if capable of being so cured).

Section 4.3 Dissolution.

(a) Subject to obtaining the requisite authorization, approval or consent of any Governmental Body, the Company shall dissolve, and its affairs shall be wound up, upon either (i) the approval by the Board and the written consent of all of the Members or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act (each, an "Event of Dissolution").

(b) Upon the occurrence of an Event of Dissolution, the Company will continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and the Members. No Member, acting in its capacity as such, will take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. All covenants contained and obligations provided for in this Agreement will continue to be fully binding upon the Members until such time as the property of the Company has been distributed pursuant to Section 5.3 and the certificate of formation of the Company has been canceled pursuant to the Act.

(c) After the occurrence of an Event of Dissolution, and after all of the Company's debts, liabilities and obligations have been paid and discharged or adequate reserves have been made therefor and all of the remaining assets of the Company have been distributed to the Members, the Company shall make necessary resolutions and filings to dissolve the Company under the Act.

## Article V
## CAPITAL CONTRIBUTIONS; DISTRIBUTIONS; ALLOCATIONS

Section 5.1 Capital Contributions.

(a) If the Board determines that it is in the best interests of the Company to obtain additional equity capital for purposes of (i) developing, acquiring or maintaining Qualifying Core Assets or funding ordinary course operations of the Company Business (including with respect to any GenCo Offtake Agreement), (ii) satisfying the Company's or any of its Subsidiary's obligations to Third Parties (including in respect of the Indebtedness of the Company Group or under any Contract), (iii) complying with applicable Law or Order, or (iv) funding any Emergency Expenditures (any such determination by the Board an "Additional Funding Requirement"), then the Board may direct the Company to submit to the Members a written capital funding request notice (a "Capital Request Notice"), which Capital Request Notice shall set forth (A) the anticipated amount of, and the reason for, such Additional Funding Requirement, (B) each Member's requested share of such Additional Funding Requirement, which with respect to each Member shall equal such Member's Percentage Interest multiplied by the aggregate amount of the Additional Funding Requirement (such share, the "Pro Rata Request Amount") and (C) the funding date for such Additional Funding Requirement (the "Capital Request Funding Date"), which Capital Request Funding Date shall not be earlier than forty-five (45) days following the date on which such Capital Request Notice is delivered to the Members except for any Capital Request Notices pertaining to Emergency Expenditures in which case the Capital Request Funding Date shall not be earlier than ten (10) Business Days; provided, further, that, any Capital Request Notice shall only be made to the extent the Board reasonably determines that the additional equity capital requested will be timely spent following its contribution by the Members. Any Additional Funding Requirements for the period from the Investment Closing Date and including the date that is seven years from the Effective Date and which do not exceed the Maximum Investor Commitment shall be a "Mandatory Capital Contribution", provided, that for the avoidance of doubt the deemed contributions contemplated by the seventh Recital of this Agreement shall be disregarded in determining the outstanding amount of the Maximum Investor Commitment. Any Additional Funding Requirement shall require each Member to contribute its Pro Rata Request Amount; provided, that any obligations of the Investor Members under this Section 5.1(a) to contribute their respective Pro Rata Request Amounts shall be joint and several. Requests for additional equity capital other than pursuant to a Mandatory Capital Contribution shall be determined by the Board and each Member may, but shall not be obligated to, contribute its Pro Rata Request Amount as called for in the applicable Capital Request Notices; provided, that in the event the

BIP Investor Member elects to contribute its Pro Rata Request Amount as called for in the applicable Capital Request Notice and the VCOC Investor Member elects not to contribute its Pro Rata Request Amount, then the BIP Investor Member shall be required to fund the total Pro Rata Request Amount for the Investor Members, including such Pro Rata Request Amount allocated to the VCOC Investor Member. For the avoidance of doubt, other than (i) a Mandatory Capital Contribution pursuant to this Section 5.1, (ii) the joint and several obligations of the Investor Members to contribute their respective Pro Rata Request Amounts as set forth in this Section 5.1 and (iii) any obligation of the BIP Investor Member to fund on any Pro Rata Request Amount allocated to the VCOC Investor Member pursuant to the immediately the preceding sentence, no Member shall have any obligation to fund any such requests for additional equity capital unless such Member indicates it will do so in accordance with this Section 5.1. Upon the receipt of a Capital Request Notice, each Member shall, within twenty (20) days of such receipt, provide written notice to the Company and the other Members as to the extent to which such Member intends to fund its Pro Rata Request Amount, whether in whole, in part or not at all (a "Response To Capital Call"). If one Member indicates in its Response To Capital Call that it does not intend to fund its Pro Rata Request Amount in full, and any other Member had, prior thereto, submitted a Response To Capital Call indicating that it intends to fund a greater percentage than any such other Member of its Pro Rata Request Amount, then any such other Member will be entitled to amend its Response To Capital Call to reduce its percentage funding to an amount representing a percentage of its Pro Rata Request Amount not less than the lower percentage indicated in the other Member's Response to Capital Call; provided, that no Investor Member shall be entitled to reduce its percentage funding pursuant to this sentence if the Member that indicated its intent not to fund its Pro Rata Request Amount in full is an Investor Member. If no Response to Capital Call is received within such twenty (20) days, the Member shall be deemed to have elected to not fund.

(b) If any Member refuses or fails to make all or any portion of its Pro Rata Request Amount pursuant to this Section 5.1 on or prior to the applicable Capital Request Funding Date (such Member, the "Non-Contributing Member", and the unfunded amount, the "Unfunded Amount"), then the Company shall provide written notice thereof to the other Member(s) (the "Contribution Unfunded Amount Notice"); provided, that if the Non-Contributing Member is an Investor Member, the Investor Members jointly shall be deemed the Non-Contributing Member and all references in this Section 5.1(b) to the Pro Rata Request Amount of the Non-Contributing Member shall refer to the aggregate Pro Rata Request Amount of both Investor Members combined, and

(i) Excess Contribution. To the extent that the Non-Contributing Member contributes less than all of its Pro Rata Request Amount, and any other Member who is not a Non-Contributing Member (an "Over-Contributing Member") has contributed a greater percentage of its Pro Rata Request Amount than the Non-Contributing Member, such Over-Contributing Member shall have the right to elect to (A) receive a special distribution of the amount of such excess (the "Excess Contribution"), such that the Excess Contribution is returned to such Over-Contributing Member (and the Company shall cause such special distribution to be made as promptly as practicable), (B) have such Excess Contribution be treated as a loan to the Company (consistent with the methodology in clause (ii)(A), below), or (C) except in the event that the Non-Contributing Member is the NiSource Member, (1) have such Excess Contribution be treated as a contribution to capital of the Company (consistent with the methodology in clause (ii)(B) below) or (2) or so long as the Non-Contributing Member is an Affiliated Member and solely if the Non-Contributing Member has an amount still outstanding under either Equity Commitment Letter under this Agreement, and only up to such amount, have such Excess Contribution be treated as a contribution to capital of GHII on behalf of a GHII Member designated by such Over-Contributing Member (consistent with the methodology in Section 5.1(b)(ii)(B) of the GHII Operating Agreement), (which election shall be made by written notice to the Company and the other Members no later than ten (10) Business Days following the date of the Contribution Unfunded Amount Notice and any may consist of any combination thereof). Further the Members hereby agree and acknowledge that any Excess Contribution (as defined in the GHII Operating Agreement) under the GHII Operating Agreement, which an Over-Contributing Member (as defined in the GHII Operating Agreement) under the GHII Operating Agreement has elected to be treated as a contribution to capital of the Company (i.e., NIPSCO Holdings II LLC) pursuant to clause (C)(2) of Section 5.1(b)(i) of the GHII Operating Agreement, shall be deemed to be a capital contribution under this Agreement in respect of an Excess Contribution, in accordance with Section 5.1(b)(ii)(B), on behalf of the Member designated by such GHII Member.

(ii) Top-Up Right. A Member that has paid its full Pro Rata Request Amount (the "Contributing Member"); provided, that no Investor Member may be a Contributing Member if the other Investor Member has not paid its full Pro Rata Request Amount unless an Investor Member has funded the full Pro Rata Request Amount of any other Investor Member on behalf of such Investor Member) shall have the right (but not the obligation) to elect to contribute any portion of the Unfunded Amount in accordance with this Section 5.1(b) (X) as a loan to the Company or (Y) except in the event that the Non-Contributing Member is the NiSource Member, (1) as a capital contribution to the Company in accordance with the following procedures or (2) so long the Non-Contributing Member is an Affiliated Member and solely if the Non-Contributing Member has an amount still outstanding under either Equity Commitment Letter under this Agreement, and only up to such amount, as a capital contribution to GHII in accordance with the procedures set forth below or in Section 5.1(b)(ii)(B) of the GHII Operating Agreement, as applicable, which election shall be made by written notice to the Company and the other Members no later than ten (10) Business Days following the date of the Contribution Unfunded Amount Notice and may consist of any combination thereof. Further the Members hereby agree and acknowledge that any Unfunded Amount (as defined in the GHII Operating Agreement) under the GHII Operating Agreement, which a Contributing Member (as defined in the GHII Operating Agreement) under the GHII Operating Agreement has contributed and elected to be treated as a contribution to capital to the Company (i.e., NIPSCO Holdings II LLC) pursuant to clause (Y)(2) of Section 5.1(b)(ii) of the GHII Operating Agreement, shall be deemed to be a capital contribution in respect of an Unfunded Amount, in accordance with Section 5.1(b)(ii)(B), on behalf of the Member designated by such GHII Member.

(A) Loan. The Contributing Member may elect to advance all or a portion of the Unfunded Amount to the Company on behalf of the Non-Contributing Member, which advance shall be treated as a loan by the Contributing Member to the Company (an "Unfunded Amount Loan") at an interest rate equal to a floating rate equal to the Wall Street Journal Prime Rate plus 0.75% per annum. Subject to the terms of this Agreement, each Unfunded Amount Loan shall be repaid out of any subsequent distributions made pursuant to Section 5.2 to which the Non-Contributing Member would otherwise be entitled under this Agreement, and such payments shall be applied first to the payment of accrued but unpaid interest on each such Unfunded Amount Loan and then to the payment of the outstanding principal, until such Unfunded Amount Loan is paid in full.

(B) Capital Contribution. Except in the event that the Non-Contributing Member is the NiSource Member, the Contributing Member may elect to contribute an amount equal to all or a portion of the Unfunded Amount to the Company. If the Contributing Member elects to contribute to the Company all or a portion of the Unfunded Amount, then, on or after the earlier of the date that the Non-Contributing Member indicates it will not cure the failure to fund its full Pro Rata Request Amount and the thirtieth ($30^{th}$) day following the date of the Contribution Unfunded Amount Notice, the Company shall issue to the Contributing Member the amount of additional Membership Interests that can be purchased for such funded amount at a price per Membership Interest equal to ninety percent (90%) of the Fair Market Value of the Company (measured as of the date that such contribution is to be made) per Membership Interest until the NiSource Member has purchased up to $425,000,000 of additional Membership Interests pursuant hereto in respect of any Unfunded Amount, and thereafter at Fair Market Value of the Company, and the Contributing Member's and the Non-Contributing Member's respective Percentage Interests will be adjusted accordingly. For the avoidance of doubt, this subsection shall in all respects not be subject to the rights and procedures set forth in Section 7.1.

(C) Cure Right. Notwithstanding anything to the contrary in this Section 5.1, on or before the thirtieth ($30^{th}$) day following the date of the Contribution Unfunded Amount Notice, a Non-Contributing Member may make a contribution to the Company equal to the sum of the Unfunded Amount plus, if the Contributing Member already made an Unfunded Amount Loan in respect of such Unfunded Amount, any interest accrued on the Unfunded Amount Loan, following which (1) the Unfunded Amount advanced by the Contributing Member to the Company together with any such interest shall be paid to the Contributing Member, and (2) the former Non-Contributing Member shall be deemed to have cured its failure to pay the Pro Rata Request Amount prior to the Capital Request Funding Date with respect to the applicable Capital Request Notice.

For the avoidance of doubt, the remedies set forth in Section 5.1(b)(ii)(B) shall not apply to an Event of Default by the NiSource Member.

(c) If the Non-Contributing Member is an Investor Member and it refuses or fails to make its full Pro Rata Request Amount pursuant to this Section 5.1 on or prior to the applicable Capital Request Funding Date and the Contributing Member has not fully funded the Unfunded Amount in accordance with Section 5.1(b), then on or after the thirtieth (30$^{th}$) day following the date of the applicable Contribution Unfunded Amount Notice, the Board may authorize the Company to seek additional equity funds on commercially reasonable terms from a Third Party in an amount up to the difference between the total Additional Funding Requirement requested and the total funds received by the Company from the Non-Contributing Member and the Contributing Member (including any additional funds that the Contributing Member may have contributed pursuant to Section 5.1(b)), and to issue Membership Interests to Third Parties in connection therewith pursuant to this Section 5.1(c). The terms and rights of the Membership Interests issued pursuant to this Section 5.1 must be on terms no better than the Membership Interests that would have been issued to the applicable Member had they been a Contributing Member. If the Board determines to seek additional equity funds from and issue Membership Interests to a Third Party pursuant to this Section 5.1(c), then the Company must consummate such issuance within 180 days following the Capital Request Funding Date. If such issuance is not consummated within such 180-day period, then the Company's right to so issue Membership Interests to a Third Party in connection with the applicable Additional Funding Requirement shall be lapsed, and the Company shall not thereafter issue any Membership Interests to a Third Party in connection with such Additional Funding Requirement; provided, that, if a definitive agreement providing for such issuance is executed prior to the expiration of such 180-day period but the issuance has not been consummated at the expiration of such period solely as a result of a failure to receive the requisite authorization, approval or consent of any Governmental Body in respect of such issuance, then such period shall be extended solely to the extent necessary to permit the receipt of all such authorizations, approvals or consents which are in process but have not been received from the relevant Governmental Body as of such original expiration date and the consummation of the issuance provided for in such definitive agreement; provided, further, that the Company shall have used its reasonable best efforts in seeking such authorizations, approvals and consents. Upon the completion of such issuance of Membership Interests pursuant to this Section 5.1(c), the Company shall give written notice to the Members of such issuance, which notice shall specify (i) the total number of new Membership Interests issued, (ii) the price per Membership Interest at which the Company issued the Membership Interests, and (iii) any other material terms of the issuance. Upon the issuance of new Membership Interests pursuant to this Section 5.1(c), the Contributing Member's and Non-Contributing Member's respective Percentage Interests will be adjusted accordingly. In no event shall any such issuance be subject to Section 7.1 or 8.1.

(d) If a Member does not make a Mandatory Capital Contribution or indicates in its Response to Capital Call that it shall make its Pro Rata Request Amount but then does not fund such amounts, such Member shall be a Defaulting Member, provided, that at any time the Defaulting Member is an Investor Member, then both Investor Members shall be deemed Defaulting Members until such Investor Member ceases to be a Defaulting Member according to the terms of this Agreement.

(e) In the event that there is an Investor Call Trigger, the NiSource Member (or its Affiliate) may (but is not required to), at its option at any time, acquire all (but not less than all) of the Membership Interests held by the Investor Members (the "Call Right") by giving written notice (the "Call Notice") to the BIP Investor Member of its election to exercise the Call Right; provided, that, other than with respect to clause (ii) or (iii) of the definition of Investor Call Trigger, the applicable Investor Member shall have sixty (60) days following the Call Notice to cure the event giving rise to the Call Notice, if capable of being so cured (the "Cure Period"). The purchase price payable by the NiSource Member in connection with the exercise of the Call Right shall be equal to the product of (i) with respect to an Investor Call Trigger pursuant to clause (i) of the definition thereof, ninety percent (90%) of the Fair Market Value of the Company, (ii) with respect to an Investor Call Trigger pursuant to clause (ii) of the definition thereof, one hundred percent (100%) of the Fair Market Value of the Company and (iii) with respect to an Investor Call Trigger pursuant to clause (iii) of the definition thereof, the greater of one hundred percent (100%) of the Fair Market Value of the Company or such amount which would satisfy the Spin Return Threshold (in each case, measured as of the date of the delivery of the Call Notice to the BIP Investor

Member), multiplied (ii) by a fraction, (A) the numerator of which is the number of Membership Interests that the Investor Members own in the aggregate at such time and (B) the denominator of which is the total number of Membership Interests then outstanding (the amount equal to such product, the "Call Exercise Price"). If the Call Right is exercised by the NiSource Member, each of the Parties shall take all actions as may be reasonably necessary to consummate the transactions contemplated by this Section 5.1(e) as promptly as practicable, but in any event not later than thirty (30) days after the end of the Cure Period, or so long as necessary to obtain all required authorizations, approvals, or consents (such period, the "Call Consummation Period"), including entering into agreements and delivering certificates and instruments and consents as may be deemed necessary; provided, that, with respect to an Investor Call Trigger pursuant to clause (iii) of the definition thereof, the closing of the Call Right shall occur concurrently with or immediately prior to the underlying spin-off, split-off or similar transaction giving rise to the Call Right. If either Investor Member fails to take all actions necessary to consummate the Transfer of the Membership Interests held by it in accordance with this Section 5.1(e) prior to the expiration of the Call Consummation Period, then the Investor Members jointly shall be deemed to be in material breach of this Agreement for purposes of Article IV and for all other purposes hereunder, shall be deemed a Defaulting Member, and shall be deemed to have granted (and hereby grants, contingent only on the occurrence of such failure) an irrevocable appointment of any Person nominated for the purpose by the NiSource Member to be the Investor Members' agent and attorney to execute all necessary documentation and instruments on its behalf to Transfer the Investor Member's Membership Interests to the Company as the holder thereof, in each case consistent with the provisions of this Section 5.1(e). At the consummation of any purchase and sale pursuant to this Section 5.1(e), the Investor Members shall sell to the NiSource Member all of the Membership Interests owned by the Investor Members in exchange for the Call Exercise Price. Contemporaneously with its receipt from the NiSource Member of the Call Exercise Price, the Investor Members shall Transfer to the NiSource Member all of the Membership Interests owned by the Investor Members, free and clear of all Liens. The Members and the Company acknowledge and agree that they shall cooperate reasonably to obtain any necessary authorization, approval or consent of any Governmental Body to consummate the transactions contemplated by this Section 5.1(e). For the avoidance of doubt, in the event the Call Right is exercised, the BIP Investor Member may request the Fair Market Value be determined in accordance with Section 13.15, regardless of the Investor Members' aggregate Percentage Interest at such time.

(f) The BIP Investor Member has delivered to the Company on or prior to the Effective Date the Equity Commitment Letters. In the event that either Investor Member fails to make any Mandatory Capital Contribution from the Investment Closing Date to and including the seventh (7th) anniversary of the Effective Date, and so long as the Maximum Investor Commitment has not been fully paid provided, that for the avoidance of doubt the deemed contributions contemplated by the seventh Recital of this Agreement shall be disregarded in determining the outstanding amount of the Maximum Investor Commitment, the Company shall be entitled to enforce the Equity Commitment Letters for any portion of the Investor Members' aggregate Pro Rata Request Amount, in addition to the other remedies provided herein (with the Directors appointed by the BIP Investor Member abstaining from determining any such enforcement).

(g) Notwithstanding anything contained herein to the contrary, to the extent the Company has not distributed one hundred percent (100%) of the Purchase Price (as defined in the PSA) to the NiSource Member prior to the Effective Date (any such shortfall, the "NiSource Shortfall Amount"), the NiSource Member shall have no obligation with respect to any Additional Funding Requirement pursuant to Section 5.1(a) unless or until the cumulative amount of any Additional Funding Requirement otherwise imposed upon the NiSource Member exceeds the NiSource Shortfall Amount, if any. For the avoidance of doubt, the NiSource Shortfall Amount, if any, shall in no way affect the Members' Percentage Interests herein, and the NiSource Shortfall Amount, if any, shall not be Available Cash subject to distribution to the Members pursuant to Section 5.2.

Section 5.2 Distributions Generally.

(a) Except as otherwise provided herein and subject to Section 5.2(b), Section 5.2(c), and the Act, no later than seventy-five (75) days after the end of each fiscal quarter, the Company shall make distributions in cash of all its Available Cash in respect of such fiscal quarter. The Company may make such other more frequent distributions (including interim distributions) at such times and in such amounts as the Board may determine.

(b) Except as otherwise provided herein, all distributions shall be paid to the Members only in cash and in the same proportion as their respective Percentage Interest; provided, that, in the case of distributions to be paid in respect of any period during which the Percentage Interest of the Members changed, such distributions shall be prorated to reflect the Percentage Interest of the Members on each day of such measurement period, and the Company and the Members shall take such action as necessary to effectuate such proration.

(c) With respect to each taxable year, at such times necessary to allow the Members to timely satisfy all of their U.S. federal, state and local and non-U.S. tax liabilities, prior to any distributions pursuant to Section 5.2(a) and subject to Available Cash and any restrictions contained in any loan agreement or other contract to which the Company is a party or by which it is bound, the Company shall make cash distributions ("Tax Distributions") to each Member equal to such Member's quarterly Assumed Tax Liability determined based on the Board's good faith estimate of the projected Profits for such taxable year; provided, however, that to the extent a Member would otherwise be entitled to receive less than its Percentage Interest of the aggregate Tax Distributions to be paid pursuant to this Section 5.2(c) on any given date, then the Tax Distributions to such Member shall be increased, as necessary, to ensure that all such Tax Distributions made pursuant to this Section 5.2(c) are made pro rata in accordance with the Members' respective Percentage Interests. The Company and the Board shall not have any liability to any Member for penalties arising from non-payment or incorrect estimates of such Member's estimated tax payments. Any distributions made pursuant to this Section 5.2(c) shall be treated for purposes of this Agreement as having been distributed pursuant to Section 5.2(a) and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 5.2(a). To the extent the Company does not have sufficient funds and thereby is unable to pay to the Members the full amount of any Tax Distribution otherwise payable pursuant to this Section 5.2(c), the Company shall pay the amount of such shortfall to the Members (pro rata, in accordance with the amount of any such shortfall then owning to such Members) as promptly thereafter as such funds become available. If with respect to any taxable year, the aggregate amount of distributions made to a Member under this Section 5.2(c) is in excess of the amount that would result from the application of this Section 5.2(c) to the entire taxable year, then the amount of such excess shall be treated as an advance against, and shall reduce the amount of, any future distributions made with respect to such Member pursuant to this Section 5.2(c), but shall not reduce Tax Distributions made to a Member to provide such Member with its pro rata Percentage Interest of Tax Distributions.

(d) Notwithstanding the terms of this Section 5.2 and any other provision of this Agreement, (i) the Company shall not make any distribution to any Member on account of its Membership Interests to the extent such distribution would violate the Act, other applicable Law or an Order, and (ii) a Member may direct the payment of part or all of any distribution to another Person by providing written notice of such direction to the Company.

Section 5.3 Distributions upon the Occurrence of an Event of Dissolution. Upon the occurrence of an Event of Dissolution, the Board will proceed, subject to the provisions herein, to wind up the affairs of the Company, liquidate and distribute the remaining assets of the Company (provided, however, that all distributions shall be paid to the Members only in cash and in accordance with the following order of priority: (i) first, to the NiSource Member to the extent the NiSource Shortfall Amount, if any, exceeds the cumulative amount of any Additional Funding Requirement otherwise imposed upon the NiSource Member pursuant to Section 5.1(a), and (ii) second, to the Members in accordance with their Percentage Interests) and apply the proceeds of such liquidation in the order of priority in accordance with Section 18-804 of the Act or as may otherwise be agreed to by the Members; provided, however, that notwithstanding anything contained herein to the contrary, the NiSource Notes shall be paid first. If the assets of the Company remaining after the payment or discharge of all debts and liabilities of the Company are insufficient to return capital contributions of each Member, such Member shall have no recourse against the Company or any other Member.

Section 5.4 Capital Accounts.

(a) A separate Capital Account for each Member shall be established on the books and records of the Company in compliance with Section 704(b) of the Code and the Treasury Regulations. The initial Capital Accounts of each Member are set forth on Schedule 1. This Section 5.4(a) and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Sections 1.704-1(b) and 1.704-2, and shall be interpreted and applied in

a manner consistent with such Treasury Regulation, as determined by the Board in its reasonable discretion.

(b) No Member shall be required to pay to any other Member or the Company any deficit or negative balance which may exist from time to time in such Member's Capital Account (including upon and after dissolution of the Company).

Section 5.5 Withdrawal of Capital; Interest. Except as expressly provided in this Agreement, (a) no Member may withdraw capital or receive any distributions from the Company and (b) no interest shall be paid by the Company on any capital contribution or distribution.

Section 5.6 Allocation of Profits and Losses.

(a) Subject to Section 5.6(b), and after the application of the allocation rules in Section 5.7, Profits and Losses and, if the Board in its discretion determines it to be necessary, individual items thereof, for an Allocation Year (or other relevant period) shall be allocated among the Members for such Allocation Year (or other relevant period) in a manner determined by the Board so as to produce, as nearly as possible, the sum of (a) the Capital Account balance for each Member at the end of such Allocation Year (or other relevant period) and (b) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, if any, equal to the hypothetical cash that would be distributed to such Member if (x) the Company were dissolved, its affairs wound up and its assets sold for an amount of hypothetical cash equal to the sum of the Gross Asset Values of the assets at the end of such Allocation Year (or other relevant period), (y) the Company paid all of its liabilities in accordance with their terms up to the amount of the hypothetical cash (limited with respect to each Nonrecourse Liability to the Gross Asset Value of the asset securing such liability), and (z) the remaining hypothetical cash from the deemed sale were immediately distributed to the Members in accordance with Section 5.3.

(b) Notwithstanding the foregoing provisions of Section 5.6(a), the Losses (or items of expense or deduction or loss) allocated pursuant to Section 5.6(a) shall not exceed the maximum amount that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Allocation Year (or other relevant period). In the event some, but not all, of the Members would have an Adjusted Capital Account Deficit as a consequence of an allocation of Losses pursuant to Section 5.6(a), the limitation set forth in this Section 5.6(b) shall be applied on a Member-by-Member basis so as to allocate the maximum permissible Losses to each Member under Treasury Regulations Section 1.704-1(b)(2)(ii)(d). All Losses (or items of expense or deduction or loss) in excess of the limitation set forth in this Section 5.6(b) shall be allocated to other Members in accordance with the positive balances in such Members' Adjusted Capital Accounts so as to allocate the maximum permissible Losses to each Member under Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

Section 5.7 Special Allocations. Any allocation of Profits and Losses (or items thereof) for purposes of maintaining Capital Accounts will, however, be subject to any adjustment required to comply with Treasury Regulations Sections 1.704-1 and 1.704-2, including the following adjustments and special allocations which shall be made in the following order of priority and prior to any allocation under Section 5.6(a):

(a) Except as otherwise provided in Treasury Regulations Section 1.704-2(f), notwithstanding any other provision of this Article V, if there is a net decrease in Company Minimum Gain during an Allocation Year (or other relevant period), then each Member shall be specially allocated items of Company income and gain for such Allocation Year (or other relevant period) (and, if necessary, for subsequent Allocation Years (or other relevant periods)) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.7(a) is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article V, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Year (or other relevant period), then each Member who has a share of the Member Nonrecourse Debt Minimum Gain

attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Allocation Year (or other relevant period) (and, if necessary, for subsequent Allocation Years (or other relevant periods)) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in a manner consistent with the provisions of Treasury Regulations Section 1.704-2(i)(4). The items to be allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.7(b) is intended to comply with the Member nonrecourse debt minimum gain chargeback requirement of Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) If any Member unexpectedly receives an adjustment, allocation, or distribution of the type contemplated by Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6) resulting in, or increasing, an Adjusted Capital Account Deficit for such Member, then items of Company income and gain shall be specially allocated to all such Members in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 5.7(c) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.7(c) were not in this Agreement. It is intended that this Section 5.7(c) qualify and be construed as a "qualified income offset" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) If any Member has an Adjusted Capital Account Deficit at the end of any Allocation Year (or other relevant period) in excess of the sum of (A) the amount such Member is required to restore pursuant to the provisions of this Agreement and (B) the amount such Member is deemed obligated to restore pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5), such Member shall be specially allocated items of Company income and gain in the amount of such deficit as quickly as possible; provided, however, that an allocation pursuant to this Section 5.7(d) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 5.7 have been tentatively made as if Section 5.7(c) and this Section 5.7(d) were not in this Agreement.

(e) To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of its Membership Interest, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

(f) The Nonrecourse Deductions for each Allocation Year (or other relevant period) shall be allocated to the Members in proportion to their relative Percentage Interests.

(g) The Member Nonrecourse Deductions shall be allocated each Allocation Year (or other relevant period) to the Member that bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2) for the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable.

(h) The allocations set forth in Section 5.7(a) through Section 5.7(g) (collectively, the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the parties to this Agreement that, to the extent possible, all Regulatory Allocations will be offset in the current Allocation Year or future Allocation Years either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Article V. Therefore, notwithstanding any other provision of this Section 5.7(h) (other than the Regulatory Allocations), the Board shall make such offsetting special allocations of Company income, gain, loss, or deduction (to the extent permissible) among the Members so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal

to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Section 5.6(a).

Section 5.8 Other Allocation Rules for Profits and Losses for Capital Accounts.

(a) In the event Members are admitted to the Company pursuant to this Agreement on different dates, the Company items of income, gain, loss, deduction, and credit allocated to the Members for each Allocation Year during which Members are so admitted shall be allocated among the Members in proportion to their respective interests during such Allocation Year using any reasonable convention permitted by Section 706 of the Code and selected by the Board (or its designee).

(b) In the event a Member transfers its Membership Interests during an Allocation Year, the allocation of Company items of income, gain, loss, deduction, and credit allocated to such Member and its transferee for such Allocation Year shall be made between such Member and its transferee in accordance with Section 706 of the Code using any reasonable convention permitted by Section 706 of the Code and selected by the Board (or its designee).

Section 5.9 Tax Allocations; Code Section 704(c) Allocations.

(a) Except as provided in this Section 5.9, for income tax purposes under the Code and the Treasury Regulations each Company item of income, gain, loss, deduction and credit shall be allocated among the Members in the same manner as its correlative item of Profit and Loss for the Allocation Year (or other relevant period).

(b) In accordance with Code Section 704(c) and the Treasury Regulations, items of income, gain, loss, and deduction with respect to any property of the Company shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted tax basis of such property and its initial Gross Asset Value pursuant to any permissible method under the Treasury Regulations as may be determined by the Partnership Representative in its discretion; provided, however, with respect to any Company asset that is contributed to the Company with a Gross Asset Value that varies from its basis in the hands of the contributing Member immediately preceding the date of contribution shall be allocated among the Members for income tax purposes using the "traditional method," with no "curative allocation" of income or gain to offset any "shortfall" in depreciation that results by reason of the use of the "traditional method," as defined in Treasury Regulations Section 1.704-3(b), including upon sale of any property or upon the a subsequent issuance of additional membership interests, an in-kind contribution of property to the Company in exchange for membership interest, or a redemption of membership interests.

(c) If any portion of gain recognized from the disposition of assets by the Company represents the "recapture" of previously allocated deductions by virtue of the application of Code Section 1245 or 1250 (the "Recapture Gain"), such Recapture Gain shall be allocated, solely for income tax purposes, in accordance with Treasury Regulations Sections 1.1245-1(e)(2) and (3) and 1.1250-1(f).

(d) Tax credits and tax credit recapture shall be allocated among the Members in accordance with any reasonable method selected by the Board (or its designee) that is permitted by applicable tax laws.

(e) Unless otherwise provided in this Section 5.9, any material elections or other decisions relating to allocations for income tax purposes, including selecting any allocation method under Treasury Regulation Section 1.704-3, shall be made by the Board and shall reflect the economic intent of parties.

(f) Allocations pursuant to this Section 5.9 are solely for income tax purposes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account.

Section 5.10 Allocation of Liabilities. The liabilities of the Company shall be allocated to the Members in any manner permitted under Code Section 752 and Treasury Regulations promulgated thereunder and as selected by the Board (or its designee); provided, however, for the avoidance of doubt, NIPSCO's intercompany debt payable to Parent as of the Investment Closing Date is recourse debt and shall be allocated one hundred percent (100%) to NIPSCO Holdings I under Treasury Regulations Section 1.752-2(c) for disguised sale and basis purposes.

Section 5.11 Compliance with Tax Laws. The allocation rules set forth in Section 5.6 through Section 5.10 are intended to comply with the Code and Treasury Regulations and to ensure that all allocations under this Article V are respected for United States federal income tax purposes and shall be interpreted consistently with such intent. If, for any reason, the Board determines that any provision of Section 5.6 through Section 5.10 does not comply with the Code or Treasury Regulations or that the allocations under this Article V may not be respected for United States federal income tax purposes, the Board may, subject to the next sentence, take all reasonable actions, including amending this Article V or adjusting a Member's Capital Account or how Capital Accounts are maintained, to ensure compliance with the Code and Treasury Regulations and that the allocations provided for in this Article V shall be respected for United States federal income tax purposes. Nothing in this Section 5.11 shall permit any changes to the provisions of Section 5.2 or Section 5.3.

## Article VI
## TRANSFERS OF MEMBERSHIP INTERESTS

Section 6.1 General Restriction.

(a) No Member shall Transfer any of its Membership Interests except pursuant to and in accordance with this Article VI. Any purported Transfer by any Member of its Membership Interests in violation of this Section 6.1(a), or without compliance in all respects with the provisions of this Article VI pertaining to such purported Transfer, shall be invalid and void ab initio, and such purported Transfer by such Member shall constitute a material breach of this Agreement for purposes of Article VI.

(b) Subject to Section 6.2, neither the Investor Members nor the NiSource Member may Transfer any of its or their Membership Interests to any Person prior to the date that is the third ($3^{rd}$) anniversary of the Investment Closing Date (the "Lock-Up Period"), other than (i) in connection with any spin off, split off or similar transaction of the Company, the NiSource Member or NIPSCO, or any of their Affiliates, in each case, subject to the NiSource Member's compliance with Section 5.1(e) or Section 6.5 and the satisfaction of the Spin Return Threshold, or (ii) with the prior written consent of the NiSource Member, on the one hand, or the BIP Investor Member, on the other hand, as applicable. After the expiration of the Lock-Up Period, each of the Investor Members and the NiSource Member, as applicable, may Transfer its Membership Interests in accordance with this Article VI. Notwithstanding the forgoing, each of the Members may at any time Transfer Membership Interests in compliance with Section 6.2.

(c) Transfers by Members in accordance with and pursuant to this Article VI shall entitle each applicable transferee to the rights and obligations of the transferor under this Agreement.

(d) The Investor Members and the NiSource Member acknowledge any indirect Transfers of any Member's Membership Interest shall be deemed a Transfer by such Member hereunder. The Parent has joined this Agreement solely for the purpose of acknowledging the obligations of the NiSource Member under this Article VI.

Section 6.2 Transfers to Permitted Transferees; Liens by Members.

(a) Notwithstanding Section 6.1, each of the Members may Transfer at any time all or any portion of the Membership Interests held by it to any one of its Permitted Transferees; provided, that, in connection with any such Transfer, (a) such Permitted Transferee shall, in writing, assume all of the rights and obligations of the transferring Member as a Member under this Agreement and as a Party hereto with respect to the transferred Membership Interests, (b) such Permitted Transferee is as creditworthy as the transferring Member and provides evidence thereof to the non-transferring Members, (c) the transferring Member remains liable for all liabilities and obligations of the Permitted Transferee, and (d) effective provision shall be made whereby such Permitted Transferee shall be required, prior to the time when it shall cease to be a Permitted Transferee of the transferring Member, to Transfer such Membership Interests to the transferring Member or to another Person that would be a Permitted Transferee of the transferring Member as of such applicable time. In the event that a Member (including, as the case may be, a Permitted Transferee) intends to Transfer its Membership Interests to a Permitted Transferee, such transferring Member or the Permitted Transferee, as applicable, shall notify the other Members and the Company of the intended Transfer at least twenty (20) Business Days prior to the intended Transfer.

(b) Each Member shall be permitted to directly or indirectly Encumber its Membership Interests or any equity interests in such Member in connection with any debt financing, the proceeds of which have been or will be used by such Member to finance its purchase of such Membership Interests (whether in respect of an issuance of new Membership Interests by the Company or the purchase of existing Membership Interests from a Member or the refinancing of any such debt financing in the future), to fund the capital expenditure needs of the Company and its Subsidiaries or to fund its capital needs for any Mandatory Capital Contribution and neither such Lien nor any commencement or consummation of foreclosure proceedings or exercise of foreclosure remedies by a secured party on a Member's Membership Interests Encumbered in connection with any such debt financing shall, in either case, be considered a "Transfer" for any purpose under this Agreement; provided, that (i) such Member shall be obligated to promptly notify the other Members and the Company in writing following the commencement of any such foreclosure remedies or proceedings, (ii) in the event of the consummation of such a foreclosure, such Member will automatically cease to be deemed the owner of the Membership Interests so foreclosed and will cease to have any rights in respect thereof (with the financing source foreclosing on such Membership Interests succeeding to the rights and responsibilities of the Member hereunder), and (iii) the consummation of any such foreclosure will be subject to the receipt of any required authorization, approval or consent of all applicable Governmental Bodies; provided, further, following exercise of any foreclosure or similar rights, such lender or similar Person may not further Transfer such Membership Interests without complying with this Article VI, including, Section 6.3.

Section 6.3 Right of First Offer.

(a) Prior to any Transfer by a Member (each, a "Transferring Member") of all or any portion of its Membership Interests other than to a Permitted Transferee of such Transferring Member, the Transferring Member must first offer to sell to the other Members (the "Non-Transferring Member"; provided, that (x) if the Transferring Member is an Investor Member, the other Investor Member shall not be deemed a Non-Transferring Member for any purpose under this Section 6.3 and (y) if the Transferring Member is the NiSource Member, the Investor Members jointly shall be deemed the Non-Transferring Member for all purposes under this Section 6.3) all of its Membership Interests that it desires to sell (such Membership Interests to be offered for sale to the Non-Transferring Member pursuant to this Section 6.3, the "Subject Membership Interests"), in each case, in accordance with the procedures set forth in the provisions of this Section 6.3.

(i) The Transferring Member shall first deliver to the Non-Transferring Member a written notice which shall be a binding offer (a "Sale Notice") setting forth the cash price and all of the other material terms and conditions at which the Transferring Member is willing to sell the Subject Membership Interests to the Non-Transferring Member, which notice shall constitute an offer to the Non-Transferring Member to effect such purchase and sale on the terms set forth therein. Any such Sale Notice shall be firm, not subject to withdrawal and prepared and delivered in good faith. Within ninety (90) days following its receipt of a Sale Notice, the Non-Transferring Member may accept the Transferring Member's offer and purchase the Subject Membership Interests at the cash price and upon the other material terms and conditions set forth in the Sale Notice, in which event the closing of the purchase and sale of the Subject Membership Interests will take place as promptly as practicable, subject to customary closing conditions, including the receipt of required regulatory approvals. The Sale Notice shall contain representations and warranties by the Transferring Member to the Non-Transferring Member that (A) the Transferring Member has full right, title and interest in and to the Subject Membership Interests, (B) the Transferring Member has all the necessary power and authority and has taken all necessary action to Transfer the Subject Membership Interests to the Non-Transferring Member as contemplated by this Section 6.3, and (C) the Subject Membership Interests are free and clear of any and all Liens other than those arising as a result of or under the terms of this Agreement and those arising under securities Laws of general applicability pertaining to limitations on the transfer of unregistered securities or (D) such other customary representations and warranties.

(ii) If the Non-Transferring Member does not accept the Transferring Member's offer within such ninety (90)-day period, then the Transferring Member will, for a period of 180 days commencing on the earlier of (A) the expiration of such ninety (90)-day period and (B) the delivery of a written notice by the Non-Transferring Member to the Transferring Member rejecting the offer set forth in the Sale Notice (if any) (such 180-day period, the "Sale Period"), be entitled to sell the Subject Membership Interests to any one Third Party at the same or higher price and upon other terms and

conditions (excluding price) that are not more favorable to the acquiror than those specified in the Sale Notice, subject to the other terms of this Section 6.3. If such sale to any Third Party is not completed prior to the expiration of the Sale Period, then the process initiated by the delivery of the Sale Notice shall be lapsed, and the Transferring Member will be required to repeat the process set forth in this Section 6.3 before entering into any agreement with respect to, or consummating, any sale of Membership Interests to any Third Party; provided, that if a definitive agreement providing for the consummation of such sale is executed within the Sale Period but such sale has not been consummated at the expiration of the Sale Period solely as a result of a failure to receive the requisite authorization, approval or consent of any Governmental Body in respect of such sale, then the Sale Period shall be extended solely to the extent necessary to permit the receipt of all such authorizations, approvals or consents which are in process but have not been received from the relevant Governmental Body as of the original expiration date of the Sale Period and the consummation of the sale provided for in such definitive agreement; provided, that the Transferring Member shall have used efforts in seeking such authorizations, approvals and consents, consistent with its obligations under such definitive agreements in respect thereof.

(b) The Investor Members and their respective Permitted Transferees (if any) shall not be permitted to Transfer any of their Membership Interests to a Prohibited Competitor without the prior written consent of the NiSource Member. Within ten (10) Business Days after January 1, 2024 (and each year thereafter during the ten (10) Business Day period beginning on January 1 of the applicable year), the NiSource Member shall have the right (i) to update the list of Prohibited Competitors set forth on Appendix (A) to replace no more than three (3) of the Prohibited Competitors with other Competitors designated by the NiSource Member, and (ii) in addition to any replacements pursuant to clause (i), to add up to two (2) additional Competitors designated by the NiSource Member to such list.

(c) No Transfer of Membership Interests by an Investor Member to any Third Party pursuant to Section 6.3(a)(ii) may be effected if it would, or would reasonably be expected to in the reasonable and good faith determination of the NiSource Member in consultation with the Board, (i) have a material and adverse effect on the Company Group or (ii) create a material risk of a material adverse regulatory consequence on any member of the Company Group or the Outside Group as a result of the identity of the Third Party transferee, any action taken or reasonably expected to be taken by any Governmental Body with respect to such Transfer or change in Tax status of any Person caused or reasonably expected to be caused by such Transfer, any terms or conditions of such Transfer, any requirement that the Membership Interests be registered under any applicable securities Laws in connection with or as a result of such Transfer, or any other similar matter. For purposes of this Section 6.3 and Section 6.4, "control" means (x) the ownership of at least a majority of the issued and outstanding Membership Interests of the Company, or (y) the ability to elect, directly or indirectly, a majority of the Directors of the Company in accordance with this Agreement.

(d) Prior to the consummation of any Transfer pursuant to Section 6.3(a)(ii), the Transferring Member shall have delivered to the Board and the Non-Transferring Member evidence reasonably satisfactory to the Board (with the Directors appointed by the Transferring Member abstaining from any such determination) and to the Non-Transferring Member that (i) the transferee is a Qualified Transferee and (ii) the Transfer complies with the provisions of Section 6.3(b) (if applicable) and Section 6.3(c).

Section 6.4 Tag-Along Rights.

(a) Other than with respect to a Transfer proposed and made in accordance with Section 6.5, in the event that the NiSource Member proposes to effect a Transfer to a Third Party transferee (the "Tag-Along Buyer") of a number of its Membership Interests constituting more than 25% of the total Membership Interests then outstanding (a "Tag-Along Sale"), then the NiSource Member shall give the Investor Members written notice (a "Tag-Along Notice") of such proposed Transfer at least thirty (30) days prior to the consummation of such Tag-Along Sale, setting forth (w) the number of Membership Interests ("Tag-Along Offered Membership Interests") proposed to be Transferred to the Tag-Along Buyer and the purchase price, (x) the identity of the Tag-Along Buyer, (y) any other material terms and conditions of the proposed Transfer and (z) the intended dates on which the NiSource Member will enter into a definitive agreement in respect of such proposed Transfer and consummate such proposed Transfer.

(b) Upon delivery of a Tag-Along Notice, the Investor Members shall have the right to sell up to their respective Tag Portions, at the same price per Membership Interest, for the same form of

consideration and pursuant to the same terms and conditions (including time of payment) as set forth in the Tag-Along Notice (or, if different, as such are applicable at the time of the entry into a definitive agreement in respect of, or at the time of the consummation of, the Tag-Along Sale). If an Investor Member wishes to participate in the Tag-Along Sale, then such Investor Member shall provide written notice to the NiSource Member no less than forty-five (45) days after the date of the Tag-Along Notice, indicating such election, provided however if the BIP Investor Member elects to sell its respective Tag Portion the VCOC Investor Member shall be required to sell its respective Tag Portion on the same terms set forth in the election notice by the BIP Investor Member. Such notice shall set forth the number of its Membership Interests that such Investor Member elects to include in the Tag-Along Sale (which number shall not exceed its Tag Portion), and such notice shall constitute such Investor Member's binding agreement to sell such Membership Interests on the terms and subject to the conditions applicable to the Tag-Along Sale.

(c) Any Transfer of an Investor Member's Membership Interests in a Tag-Along Sale shall be on the same terms and conditions as the Transfer of the NiSource Member's Membership Interests in such Tag-Along Sale, except as otherwise provided in this Section 6.4(c). Any participating Investor Member shall be required to make customary representations and warranties in connection with the Transfer of its Membership Interests, including as to its ownership and authority to Transfer, free and clear of all Liens, such Membership Interests and shall indemnify and hold harmless, to the fullest extent permitted by applicable Law, the Tag-Along Buyer against all losses of whatever nature arising out of, in connection with or related to any breach of any representation or warranty made by, or agreements, understandings or covenants of such Investor Member, as the case may be, under the terms of the agreements relating to such Transfer of such Investor Member's Membership Interests, in each case not to exceed the equivalent obligations to indemnify and hold harmless the Tag-Along Buyer provided by the NiSource Member; provided, that (i) liability for misrepresentation or indemnity shall (as between the NiSource Member and any such Investor Member) be expressly stated to be several but not joint and the NiSource Member and any such Investor Member shall not be liable for any breach of covenants or representations or warranties as to the Membership Interests of any other Member and shall not, in any event, be liable for more than its pro rata share (based on the proceeds to be received) of any liability for misrepresentation or indemnity, (ii) any participating Investor Member shall benefit from any releases of sellers or other provisions in the transaction documentation of general applicability to sellers to the same extent as the NiSource Member, (iii) any participating Investor Member shall not be obligated to agree to any non-customary administrative covenants (such as any non-compete covenants that would restrict its or its Affiliates' business activities), and (iv) any participating Investor Member shall not be obligated to provide indemnification obligations that exceed its proceeds from the Tag-Along Sale.

(d) Notwithstanding the foregoing, and for the avoidance of doubt, no Investor Member shall be entitled to Transfer its Membership Interests pursuant to this Section 6.4 in the event that, notwithstanding delivery of a written notice of election to participate in such Tag-Along Sale pursuant to this Section 6.4, such Investor Member fails to consummate the Transfer of its Membership Interests (on the terms and conditions required by this Section 6.4) in the applicable Tag-Along Sale.

(e) For the avoidance of doubt, the rights conferred to each Investor Member under this Section 6.4 do not apply in the event of a Change in Control of the NiSource Member.

Section 6.5 Drag-Along Rights.

(a) Following the end of the Lock-Up Period, except for the exclusions set forth in Section 6.1(b) thereto, in the event that the NiSource Member intends to effect a sale of all or any portion of the Membership Interests owned by the NiSource Member and such Membership Interests constitute at least a majority of the issued and outstanding Membership Interests of the Company (a "Drag-Along Sale"), then the NiSource Member shall have the option (but not the obligation) to require each Investor Member to Transfer all of its Membership Interests to the Third Party buyer (the "Drag-Along Buyer") (or to such other Party as the Drag-Along Buyer directs) in accordance with the provisions of this Section 6.5 (such right of the NiSource Member, the "Drag-Along Right").

(b) If the NiSource Member elects to exercise the Drag-Along Right pursuant to Section 6.5(a), then the NiSource Member shall send a written notice to each applicable Investor Member (a "Drag-Along Notice") specifying (i) that such Investor Member is required to Transfer all of its

Membership Interests pursuant to this Section 6.5, (ii) the amount and form of consideration payable for such Investor Member's Membership Interests, (iii) the name of the Third Party to which such Investor Member's Membership Interests are to be Transferred (or which is otherwise entitled to direct the disposition thereof at the consummation of the Drag-Along Sale), (iv) any other material terms and conditions of the proposed Transfer and (v) the intended dates on which the NiSource Member will enter into a definitive agreement in respect of such proposed Transfer and consummate such proposed Transfer.

(c) In the event that the NiSource Member elects to exercise the Drag-Along Right, then each Investor Member hereby agrees with respect to all Membership Interests it holds:

(i) in the event such transaction requires the approval of Members, to vote (in person, by proxy or by action by written consent, as applicable) all of its Membership Interests in favor of such Drag-Along Sale;

(ii) to execute and deliver all related documentation and take such other action reasonably necessary to enter into definitive agreements in respect of and to consummate the proposed Drag-Along Sale in accordance with, and subject to the terms of, this Section 6.5; and

(iii) not to deposit its Membership Interests in a voting trust or subject any Membership Interests to any arrangement or agreement with respect to the voting of such Membership Interests, unless specifically requested to do so by the Drag-Along Buyer in connection with a Drag-Along Sale.

(d) Subject to Section 6.5(e), any Transfer of an Investor Member's Membership Interests in a Drag-Along Sale shall be on the same terms and conditions as the proposed Transfer of the NiSource Member's Membership Interests in the Drag-Along Sale. Upon the request of the NiSource Member, each Investor Member shall be required to make customary representations and warranties in connection with the Transfer of such Investor Member's Membership Interests, including as to its ownership and authority to Transfer, free and clear of all Liens, its Membership Interests, and shall indemnify and hold harmless, to the fullest extent permitted by applicable Law, the Drag-Along Buyer against all losses of whatever nature arising out of, in connection with or related to any breach of any representation or warranty made by, or agreements, understandings or covenants of such Investor Member as the case may be, under the terms of the agreements relating to such Transfer of such Investor Member's Membership Interests, in each case not to exceed the equivalent obligations to indemnify and hold harmless the Drag-Along Buyer provided by the NiSource Member; provided, that (i) liability for misrepresentation or indemnity shall (as between the NiSource Member and such Investor Member) be expressly stated to be several but not joint and the NiSource Member and such Investor Member shall not be liable for any breach of covenants or representations or warranties as to the Membership Interests of any other Member and shall not, in any event, be liable for more than its pro rata share (based on the proceeds to be received) of any liability for misrepresentation or indemnity, (ii) such Investor Member shall benefit from any releases of sellers or other provisions in the transaction documentation of general applicability to sellers to the same extent as the NiSource Member and (iii) such Investor Member shall not be obligated to provide indemnification obligations that exceed its proceeds from the Drag-Along Sale.

(e) Any Transfer required to be made by an Investor Member pursuant to this Section 6.5 shall be for consideration consisting of cash or cash equivalents (or a combination thereof). Without the consent of the applicable Investor Member, an Investor Member shall not be required in connection with such Drag-Along Sale to agree to any material indemnification obligations, material, non-customary administrative covenants (including, but not limited to, restrictive covenants (such as non-solicit and non-compete covenants) that would restrict its or its Affiliates' business activities).

(f) At the consummation of the Drag-Along Sale, each Investor Member shall Transfer all of its Membership Interests to the Drag-Along Buyer (or its designee), and the Drag-Along Buyer shall pay the consideration due for such Investor Member's Membership Interest. If either Investor Member has failed, as of immediately prior to the time that the consummation of the Drag-Along Sale would otherwise have occurred, to have taken all actions necessary in accordance with this Agreement to consummate the Transfer of the Membership Interests held by it, then such Investor Member shall be deemed to be in material breach of this Agreement for purposes of Article IV and for all other purposes hereunder, shall

be a Defaulting Member, and shall be deemed to have granted (and hereby grants, contingent only on the occurrence of such failure) an irrevocable appointment of any Person nominated for the purpose by the NiSource Member to be such Investor Member's agent and attorney to execute all necessary documentation and instruments on its behalf to Transfer such Investor Member's Membership Interest to the Drag-Along Buyer (or as it may direct) as the holder thereof, in each case consistent with the terms set forth in this Section 6.5.

(g) The NiSource Member shall have a period of 180 days commencing on the delivery of the Drag-Along Notice (such 180-day period, the "Drag Sale Period") to consummate the Drag-Along Sale. If the Drag-Along Sale is not completed prior to the expiration of the Drag Sale Period, then the process initiated by the delivery of the Drag-Along Notice shall be lapsed, and the NiSource Member will be required to repeat the process set forth in this Section 6.5 to pursue any Drag-Along Sale; provided that if a definitive agreement providing for the consummation of such Drag-Along Sale is executed within the Drag Sale Period but such Drag-Along Sale has not been consummated at the expiration of the Drag Sale Period solely as a result of a failure to receive the requisite authorization, approval or consent of any Governmental Body in respect of such Drag-Along Sale, then the Drag Sale Period shall be extended solely to the extent necessary to permit the receipt of all such authorizations, approvals or consents which are in process but have not been received from the relevant Governmental Body as of the original expiration date of the Drag Sale Period and the consummation of the Drag-Along Sale provided for in such definitive agreement; provided, that the NiSource Member shall have used efforts in seeking such authorizations, approvals and consents consistent with its obligations under such definitive agreement(s) in respect thereof.

(h) Notwithstanding the foregoing, the NiSource Member may not exercise the Drag-Along Right or consummate any Drag-Along Sale, without the prior written consent of the BIP Investor Member unless the applicable Drag-Along Sale would result in the Investor Members receiving proceeds resulting in the Investor Members collectively achieving at least a IRR of 10% (the "Investor Return Threshold") and a MOIC of 2.15x (the "MOIC Return Threshold"); provided, that any shortfall in the Investor Members collectively achieving the Investor Return Threshold or the MOIC Return Threshold may be paid by the NiSource Member to the Investor Members in immediately available funds at the closing of the Drag-Along Sale, in which case the prior written consent of the BIP Investor Member shall not be required to exercise the Drag-Along Right or consummate such Drag- Along Sale.

(i) For the avoidance of doubt, the rights conferred to the NiSource Member under this Section 6.5 do not apply in the event of a Change in Control of the NiSource Member.

Section 6.6 Cooperation. The transferring Member acknowledges and agrees that it shall cooperate reasonably to obtain the requisite authorization, approval or consent of any Governmental Body necessary to consummate any Transfers contemplated or permitted by this Article VI. The Members shall have the right in connection with any Transfer of Membership Interests permitted by this Agreement (or in connection with the investigation or consideration of any such potential Transfer) to require the Company to reasonably cooperate with potential purchasers in such prospective Transfer (at the sole cost and expense of the applicable Member or such potential purchasers) by taking such actions reasonably requested by the applicable Member or such potential purchasers to cooperate in such Transfer, including (a) preparing or assisting in the preparation of due diligence materials and (b) providing such reasonable access to the Company's and each of its Subsidiaries' books, records, properties and other materials (subject, in each case, to the execution of customary confidentiality and non-disclosure agreements and subject to attorney-client privilege) to potential purchasers; provided that no such cooperation by the Company shall be required (i) until the relevant potential purchaser executes and delivers to the Company a customary confidentiality agreement, (ii) to the extent such cooperation would unreasonably interfere with the normal business operations of the Company or any of its Subsidiaries, and (iii) to the extent the provision of any information would (A) conflict with, or constitute a violation of, any applicable Law or Order or cause a loss of attorney-client privilege of the Company or any of its Subsidiaries, (B) in the NiSource Member's reasonable determination, require the disclosure of any information that is proprietary, confidential or sensitive to the NiSource Member or to any member of the Outside Group, or (C) require the disclosure of any information relating to any joint, combined, consolidated or unitary Tax Return that includes the NiSource Member or any other member of the Outside Group or any supporting work papers or other documentation related thereto.

Section 6.7 Sale of Investor Member. Notwithstanding anything to the contrary in this Agreement, if an Investor Member is participating in any sale of Membership Interests pursuant to Section 6.3, Tag-Along Sale or Drag-Along Sale or any other Transfer of its Membership Interests, the owners of such Investor Member (or, as applicable, the regarded owner of such Investor Member for U.S. federal income tax purposes) (each, a "Blocker Seller") shall, use commercially reasonable efforts to sell, and the NiSource Member and the Company will use commercially reasonable efforts to structure such sale or transfer such that the Blocker Seller is able to sell, equity interests in such Investor Member (or, as applicable, the regarded owner of such Investor Member for U.S. federal income tax purposes), in lieu of selling the Membership Interests held (directly or indirectly) by such Investor Member in exchange for consideration equal to the value of the Membership Interests as determined in such sale pursuant to Section 6.3, Tag-Along Sale or Drag-Along Sale or other Transfer, held (directly or indirectly) by such Investor Member without discount (as appropriately adjusted for any partial sale).

## Article VII
## PREEMPTIVE RIGHTS

Section 7.1 Preemptive Rights. The Company hereby grants to each Member the right to purchase such Member's Preemptive Right Share of all (or any part) of any New Securities that the Company may from time to time issue after the Effective Date (the "Preemptive Right"); provided, however, that the Preemptive Right shall not apply with respect to New Securities issues or to be issued in any public offering or pursuant to failures to fund Additional Funding Requirements or as otherwise specifically provided herein. In the event the Company proposes to undertake an issuance of New Securities (in a single transaction or a series of related transactions), the Company shall give to each Member written notice of its intention to issue New Securities (the "Preemptive Right Participation Notice"), describing the amount and type of New Securities, the cash purchase price and the general terms upon which it proposes to issue such New Securities. Each Member shall have twenty (20) days from the date of receipt of any such Preemptive Right Participation Notice (the "Preemptive Right Notice Period") to agree in writing to purchase for cash up to such Member's Preemptive Right Share of such New Securities for the price and upon the terms and conditions specified in the Preemptive Right Participation Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (not to exceed such Members' Preemptive Right Share) as well as the maximum amount of New Securities it would purchase. If any Member fails to so respond in writing within the Preemptive Right Notice Period, then such Member shall forfeit the right hereunder to purchase its Preemptive Right Share of such New Securities and the Company will allocate the rights to purchase such New Securities to any other Member that indicated it would purchase New Securities in excess of its Preemptive Right Share based on their relative Preemptive Right Shares. Subject to obtaining the requisite authorization, approval or consent of any Governmental Body, the closing of any purchase by any Member pursuant to this Section 7.1 shall be consummated concurrently with the consummation of the issuance or sale described in the Preemptive Right Participation Notice. The Company shall be free to complete the proposed issuance or sale of New Securities described in the Preemptive Right Participation Notice with respect to any New Securities not elected to be purchased pursuant to this Section 7.1 in accordance with the terms and conditions set forth in the Preemptive Right Participation Notice (except that the amount of New Securities to be issued or sold by the Company may be reduced). If a Member indicates in its response to a Preemptive Right Participation Notice that it shall purchase New Securities but then does not fund such amounts, such Member shall be a Defaulting Member.

## Article VIII
## PROTECTIVE PROVISIONS

Section 8.1 Investor Member Threshold Matters. Notwithstanding anything to the contrary in this Agreement, the Company shall not cause or permit, in each case, so long as the Investor Members' aggregate Percentage Interest is equal to or greater than the Investor Consent Threshold (except with respect to subclauses (a) – (g) and (i), in which case so long as the Investor Members' aggregate Percentage Interest is at least 4.9%), and no Investor Member is a Defaulting Member, without the prior written consent of the BIP Investor Member (except that no such written consent shall be required to the extent that such matter is necessary to comply with applicable Law or Order or is in response to an Emergency Situation):

(a) make an election or take any other action that results in a change in the tax classification of the Company or any of its Subsidiaries, with respect to its Subsidiaries only if such change adversely affects the BIP Investor Member;

(b) any non-*pro rata* repurchase or redemption of any equity interests issued by the Company;

(c) any (i) issuance of any class of equity interest in the Company, other than pursuant to Sections 1.9, 5.1, Section 7.1 or as otherwise specifically contemplated herein or (ii) change to the existing rights or obligations of any class of equity interest of the Company if such change would have a disproportionate material adverse impact on any Member in a manner different from the NiSource Member;

(d) the filing of a petition seeking relief, or the consent to the entry of a decree or order for relief in an involuntary case, under the bankruptcy, rearrangement, reorganization or other debtor relief Laws of the United States or any state or any other competent jurisdiction or a general assignment for the benefit of its creditors by the Company or any of its Subsidiaries of all or substantially all of the assets of the Company and its Subsidiaries;

(e) the conversion of the Company or NIPSCO from its current legal business entity form to any other business entity form (*e.g.*, the conversion of the Company from a Delaware limited liability company to a Delaware corporation);

(f) the listing of any equity interests of the Company or its Subsidiaries on any stock exchange (other than any spin off, split off or similar transaction of the Company, the NiSource Member or NIPSCO, or any of their Affiliates, which, for the avoidance of doubt, shall be subject to Sections 5.1(e) or 6.5 and the Spin Return Threshold);

(g) any amendment or modification to any Organizational Document of the Company or any Subsidiary of the Company, other than (i) ministerial amendments thereto or (ii) amendments thereto that are not disproportionately adverse to the BIP Investor Member as compared to any other holder of equity interests of the Company;

(h) the transfer, sale or other disposition, whether by the way of asset sale, stock sale, merger, or otherwise, of (i) all or substantially all of the assets of the Company Group, taken as a whole on a consolidated basis, or (ii) assets of the Company's Subsidiaries having a Fair Market Value in excess of 2.5% of the Rate Base Amount in the aggregate in any transaction or series of related transactions, other than Qualifying Core Assets and Excluded Transactions (it being understood, for the avoidance of doubt, that this Section 8.1(h) shall not be deemed to restrict a transfer, sale or other disposition of the equity of the Company) and other than pursuant to Article VI or a Change in Control of the Company, or the NiSource Member or as set forth below;

(i) the transfer, sale, issuance, or other disposition of any equity interests in NIPSCO or in any Subsidiary of the Company that directly or indirectly holds any equity interests in NIPSCO to any Person that is not the Company or one of its wholly-owned Subsidiaries;

(j) any new agreements or amendments to existing agreements, among the Company or any of its Subsidiaries, on the one hand, and any Member or any of their respective Affiliates (other than the Company or any of its Subsidiaries), on the other hand, which such agreement (or series of related transactions) are entered into after the Effective Date, other than (x) those that (i) are on an arm's-length basis and (ii) involve revenues or expenditures of less than $55,000,000.00 per Contract or series of related transactions individually or less than $112,500,000.00 in the aggregate, subject to an annual increase by the CPI Escalator, for any fiscal year for all such affiliate transactions (it being acknowledged and agreed that no prior written consent of the BIP Investor Member will be required with respect to any amendments to any affiliate transaction made in the ordinary course of business unless to the extent such amendment would have a disproportionately adverse effect on the Company Group (relative to other regulated utilities then owned by Parent or its Affiliates (other than the Company and its Subsidiaries))) in any material respect, or (y) the GenCo Offtake Agreements or such other agreements by and among the Company or any of its Subsidiaries, on the one hand, and GHII or any of its Subsidiaries, on the other hand, which are reasonably necessary (as determined by the Board in good faith) for the Company's and its Subsidiaries' performance of any obligations under any GenCo Offtake Agreements (including with respect to the transfer or sale of Zonal Resource Credits or other similar capacity credits to or from

NIPSCO or its Subsidiaries to or from GHII or its Subsidiaries) or otherwise support NIPSCO's performance of, or compliance with, any obligations arising under any "special contract" entered into by NIPSCO and a large load or hyperscale customer or similar arrangement (including any tariff), which in each case are consistent with applicable Law, including any applicable IURC rules and regulations and, in each case, which are on an arm's-length basis .

(k) the acquisition by the Company or any of the Company's Subsidiaries of any equity interests or assets of any Person or the entry into joint ventures, in each case, having a Fair Market Value in excess of 2.5% of the Rate Base Amount in the aggregate in any calendar year, other than in connection with Qualifying Core Assets or Excluded Transactions;

(l) any capital expenditure by the Company or its Subsidiaries, that is in excess of 1.0% of the Rate Base Amount in any calendar year and is not made (i) in connection with a Qualifying Core Asset, (ii) reasonably necessary to fund an Emergency Expenditures, or (iii) an Excluded Transaction;

(m) incurring long-term Indebtedness (other than the refinancing of existing Indebtedness on commercially reasonable terms consistent with current market conditions as determined by the Board in good faith) by the Company or its Subsidiaries, if, after giving pro forma effect to such incurrence and the application of the proceeds therefrom, the Company's and its Subsidiaries' Debt-to-Capital Ratio would exceed the then-current target Debt-to-Capital Ratio approved by the IURC by more than 200 basis points for two consecutive (2) quarters; provided, that the Company shall notify the BIP Investor Member at least ten (10) Business Days prior to the Company or any of its Subsidiaries incurring any Indebtedness in excess of the annual budget;

(n) making any political or charitable contribution made by or on behalf of the Company or any of its Subsidiaries to any Governmental Body or any official, representative or staff thereof, including any community leaders or elected officials, in excess of $250,000 individually or $1,000,000 in the aggregate in a fiscal year; and

(o) entering into any binding agreement or arrangement by the Company or any of its Subsidiaries to effect any of the foregoing actions.

Notwithstanding the foregoing, no BIP Investor Member approval shall be required with respect to any spin off, split off or similar transaction of the Company, the NiSource Member or NIPSCO, or any of their Affiliates; provided, that any such transaction must satisfy the requirements of Section 5.1(e) or Section 6.5 and the Spin Return Threshold.

Section 8.2 Consultation Matters. For so long as (x) the Investor Members' aggregate Percentage Interest is at least 9.9% and (y) no Investor Member is a Defaulting Member, the Company (and, as applicable, the Board) shall use reasonable efforts to consult in good faith with the BIP Investor Member prior to the Company undertaking, or causing or permitting any of its Subsidiaries to undertake, the following matters (except as would be impracticable in respect of a particular action that the Board reasonably believes to be necessary or appropriate to comply with applicable Law, Order or in response to an Emergency Situation):

(a) appointing or replacing the President, and the head of electric and the head of gas of NIPSCO;

(b) establishing or materially amending, or material deviating from the then-current plan or budget of the Company and its Subsidiaries; provided, that the Company (and, as applicable, the Board) the NiSource Member and the Parent shall (i) provide to the BIP Investor Member a draft of the business plan and budget of the Company and its Subsidiaries for a given fiscal year no later than November 10 of the prior fiscal year, which budget shall include quarterly fiscal projections, (ii) schedule and attend a meeting among representatives of the Company, the NiSource Member, the Parent and the BIP Investor Member, including the Chief Financial Officer and Head of Regulatory Affairs of the Parent, no later than November 24 of the prior fiscal year, to discuss the draft business plan and budget, (iii) schedule and attend a meeting between the Chief Executive Officer of the Parent and the Global Head of Infrastructure of Blackstone Inc., within 5 Business Days of a written request by the BIP Investor Member, to discuss

the draft business plan and budget as well as any changes proposed by BIP Investor Member and (iv) consider the BIP Investor Member's comments to the business plan and budget in good faith;

(c) material decisions relating to the conduct (including the settlement) of any litigation, administrative, or criminal proceeding to which the Company or any of its Subsidiaries is a party where (i) it is reasonably expected that the liability of the Company and its Subsidiaries would exceed $75,000,000 (as adjusted by the CPI Escalator) (solely with respect to litigation proceedings), (ii) such proceeding would have material reputational damage on the Company or its Subsidiaries, or (iii) such proceeding would reasonably be expected to have a material and adverse effect on the BIP Investor Member or any of its Affiliates (other than in its or (if applicable, their) capacity as an investor in the Company); provided, that, for the avoidance of doubt, the foregoing shall not be applicable to any ordinary course regulatory proceedings (including rate cases) that do not involve claims of criminal conduct or intentional violations of applicable Law; and

(d) entering into or materially amending any Genco Offtake Agreement or related support agreements, in which case such consultation shall include the Company (and, as applicable, the Board) using reasonable efforts to keep the BIP Investor Member reasonably informed regarding the negotiation of any GenCo Offtake Agreements or related support agreements and to consult in good faith with the BIP Investor Member regarding the form, material terms, structuring and implementation of any such GenCo Offtake Agreements or related support agreements , including any material changes to such GenCo Offtake Agreement or related support agreement.

Section 8.3 Indebtedness. The Company and its Subsidiaries shall use reasonable best efforts to incur Indebtedness, both intercompany and with respect to any Third Party, such that the regulated capital structure of NIPSCO remains consistent with authorized levels.

Section 8.4 Additional Actions. The NiSource Member and Investor Members further agree to the additional actions set forth on Schedule 2.

Section 8.5 Actions by the Investor Directors on behalf of the BIP Investor Member. Where any action requires the consent of the BIP Investor Member pursuant to Section 8.1, the Investor Directors shall, unless the BIP Investor Member indicates in writing to the NiSource Member otherwise, have the authority to provide such consent on behalf of the BIP Investor Member at any meeting of the Board called to discuss such matters, and the Company, the other Members and the other Directors shall be entitled to rely on such action of the Investor Directors as an action of the BIP Investor Member with such action being binding upon the BIP Investor Member.

Section 8.6 Acknowledgement of Purpose of Provisions. It is hereby acknowledged and agreed by the Parties that the rights of the Investor Members set forth in this Article VIII are protection mechanisms for each Investor Member acting in its capacity as an investor in the Company and are not for purposes of, and should not be construed or otherwise interpreted as, providing either Investor Member or any of its Representatives or Affiliates with the ability to take any action that would constitute exercising substantial influence or control over the Company or any of its Subsidiaries or would otherwise provide either Investor Member or any of their respective Representatives or Affiliates with any right to direct the operation of the business of the Company or any of its Subsidiaries.

## Article IX
## OTHER COVENANTS AND AGREEMENTS

Section 9.1 Books and Records.

(a) The Company shall keep and maintain, or cause to be kept and maintained, books and records of accounts, taxes, financial information and all matters pertaining to the Company and its Subsidiaries at the offices and place of business of the Company in a commercially reasonable manner consistent with the manner in which similar books and records are kept and maintained by other members of the Outside Group. Each Member (other than any Defaulting Member) and its duly authorized Representatives shall have the right to, at reasonable times during normal business hours, upon reasonable notice, under supervision of the Company's personnel and in such a manner as to not unreasonably interfere with the normal operations of any member of the Company Group, visit and inspect the books and records of the Company Group, and, at its expense, make copies of and take extracts from any books and records of the Company Group; provided, that, in the case of an Investor Member, any Person gaining access to such information regarding the Company Group pursuant to this Section 9.1 shall agree to hold in strict confidence, not make any disclosure of, and not use for purposes other than good faith

administration of such Investor Member's continuing investment, all information regarding any member of the Company Group that is not otherwise publicly available.

(b) Notwithstanding the foregoing, the Company shall not be obligated to provide to either Investor Member any record or information (i) relating to the negotiation and consummation of the transactions contemplated by this Agreement and the PSA, including confidential communications with Representatives or Advisors, including legal counsel, representing the Company or any of its Affiliates, (ii) that is subject to an attorney-client or other legal privilege, (iii) that, in the NiSource Member's reasonable determination, are proprietary, confidential or sensitive to the NiSource Member or to any other member of the Outside Group, (iv) relating to any joint, combined, consolidated or unitary Tax Return that includes the NiSource Member or any other member of the Outside Group or any supporting work papers or other documentation related thereto if such work papers or documentation includes the information of the NiSource Member or Outside Group, or (v) the provision of which would violate any applicable Law or Order; provided, with respect to (ii) and (iv) above that the Company shall use commercially reasonable efforts to develop an alternative to make such information available, including to make redactions to any such material and provide such redacted materials to such Investor Member.

(c) Each Member shall reimburse the Company for all reasonable, documented, out-of-pocket costs and expenses incurred by the Company in connection with such Member's exercise of its inspection and information rights pursuant to this Section 9.1.

Section 9.2 Financial Reports. The Company shall provide, or otherwise make available, to any Member (unless such Member is a Defaulting Member):

(a) on an annual basis, within 120 days after the end of each fiscal year, an audited consolidated balance sheet, statement of operations and statement of cash flow of NIPSCO and its Subsidiaries;

(b) on a quarterly basis, within 60 days after the end of each fiscal quarter, an unaudited consolidated balance sheet and related quarter and year to date statement of operation and related quarter and year to date statement of cash flow of NIPSCO and its Subsidiaries;

(c) on a monthly basis, within 30 days after the end of each month-end, an unaudited income statement as readily available of NIPSCO and its Subsidiaries and related financial information prepared in the ordinary course;

(d) on an annual basis (or more frequently, if applicable), as soon as reasonably practicable after the approval thereof by the Board, the annual budget and business plan for NIPSCO and its Subsidiaries;

(e) on an annual basis, as soon as reasonably practicable after the approval thereof by the Board, financial forecasts for NIPSCO and its Subsidiaries for the fiscal year, which shall be in such manner and form as approved by the Board, and which shall include a projection of income and a projected cash flow statement for each fiscal quarter in such fiscal year and a projected balance sheet as of the end of each fiscal quarter in such fiscal year;

(f) (i) within 45 days after the end of each fiscal year, an estimated Schedule K-1 for the immediately preceding taxable year based on best-available information to date and depreciation will be subject to change based on final year end audit and financial reporting results and (ii) not less than 45 days prior to the due date, including extensions, for the filing of the Company's federal information return for the immediately preceding taxable year, a final Schedule K-1, along with copies of all other federal, state and local income tax returns or reports filed by the Company for the previous year, as may be required as a result of the operations of the Company, and a schedule of Company book tax differences for the immediately preceding year;

(g) each Investor Member shall promptly upon request by the NiSource Member provide the following information: (i) Form SS-4/IRS determination letter and Form 8832 Entity Classification Election and (ii) Form W-9; and

(h) promptly, upon reasonable notice, any information that is reasonably requested by any Member in order to manage its regulatory or tax affairs or make filings with Governmental Bodies, including but not limited to Federal and Indiana corporate tax returns and financial statements (whether or not audited) for either Investor Member (or the regarded owner of either Investor Member if such Investor Member is a disregarded entity for tax purposes).

Section 9.3 Other Business; Corporate Opportunities.

(a) To the extent permitted by applicable Law, any Member and any Affiliate of any Member may engage in, possess an interest in or otherwise be involved in other business ventures of any nature or description, independently or with others, similar or dissimilar to the businesses of the Company Group, and neither the Company nor any other Member shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the businesses of the Company Group, shall be deemed not to be wrongful or improper so long as it is consistent with all Laws and Orders applicable to the Company and its Subsidiaries.

(b) The Company and each Member expressly acknowledge and agree that, (i) neither the Members nor any of their respective Affiliates or Representatives shall have any duty to communicate or present an investment or business opportunity to the Company in which the Company may, but for the provisions of this Section 9.3, have an interest or expectancy (a "Corporate Opportunity"), and (ii) neither the Members nor any of their respective Affiliates or Representatives (even if such Person is also an officer or Director of the Company) shall be deemed to have breached any duty or obligation to the Company by reason of the fact that such Person pursues or acquires a Corporate Opportunity for itself or directs, sells, assigns or transfers such Corporate Opportunity to another Person or does not communicate information regarding such Corporate Opportunity to the Company. The Company and each Member expressly renounce any interest in Corporate Opportunities and any expectancy that a Corporate Opportunity will be offered to the Company.

Section 9.4 Compliance with Laws.

(a) The Company shall and shall cause its Subsidiaries to use their respective commercially reasonable efforts to procure that the Company and its Subsidiaries and Company Group's respective Representatives shall not in the course of their actions for, or on behalf of, any member of the Company Group:

(i) offer promise, provide or authorize the provision of any money, property, contribution, gift, entertainment or other thing of value, directly or knowingly indirectly, to any government official, to unlawfully influence official action or secure an improper advantage, or to unlawfully encourage the recipient to improperly influence or affect any act or decision of any Governmental Body, in each case, in order to assist any member of the Company Group in obtaining or retaining business, or otherwise act in violation of any applicable Anti-Corruption Laws;

(ii) violate any applicable Anti-Money Laundering Laws; or

(iii) engage in any unlawful dealings or transactions with or for the benefit of any Sanctioned Person or otherwise violate Sanctions.

(b) The Company shall promptly notify the Members of (i) any allegations of material misconduct by any member of the Company Group or any actions, suits or proceedings by or before any Governmental Body to which any member of the Company Group becomes a party, or to which the Company becomes aware that any Representative of the Company Group (in relation to such Representative's actions for, or on behalf of, any member of the Company Group) is a party, in each case, relating to any material breach or suspected material breach of any applicable Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions or (ii) any fact or circumstances of which it becomes aware that would reasonably be expected to result in a breach of this Section 9.4.

Section 9.5 Non-Solicit. Without the prior written consent of the Company, during the term of this Agreement, each Investor Member shall not, shall cause its Affiliates not to, and shall use its reasonable best efforts to procure that other Persons in which it is invested do not, solicit for employment,

hire or engage as a consultant any individual who is serving in any position within the then-current NiSource Leadership Team; provided, that this Section 9.5 shall not prohibit any Person from issuing general public solicitations not specifically targeted at the then-current NiSource Leadership Team or from hiring or engaging any Person responding to such general solicitations.

Section 9.6 Confidentiality.

(a) Each Member shall, and shall cause its Representatives to, keep confidential and not divulge any information (including all budgets, business plans and analyses) concerning the Company and its Subsidiaries, including their respective assets, business, operations, financial condition and prospects, or with respect to another Member of this Agreement ("Confidential Information"), and to use such Confidential Information only in connection with the operation of the Company and its Subsidiaries or such Member's administration of its investment in the Company; provided that nothing herein shall prevent any Member from disclosing such Confidential Information (i) upon the Order of any court or administrative agency, (ii) upon the request or demand of any Governmental Body having jurisdiction over such party, (iii) to the extent compelled by legal process or required pursuant to binding requirement of any Governmental Body, (iv) to the other Parties, (v) to such party's Representatives that in the reasonable judgment of such party need to know such Confidential Information, (vi) to any potential Permitted Transferee in connection with a proposed Transfer of Membership Interests from a Member so long as such transferee agrees to be bound by the provisions of this Section 9.6 as if a Member, or (vii) to actual and prospective limited partners of such Member or its Affiliates in connection with reporting requirements or fundraising efforts; provided, further, that in the case of clauses (i), (ii) or (iii), such Member shall prior to making any disclosure seek a protective order or other relief to prevent or reduce the scope of such disclosure, to the extent legally permissible, notify the other Parties of the proposed disclosure as far in advance of such disclosure as practicable and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment, when and if available; provided, further, that in the cases of clauses (v) through (vii), such party receiving any Confidential Information is bound to an obligation of confidentiality no less stringent than that contained in this Agreement including such other protective provisions to protect the misuse of material non-public information.

(b) The restrictions in Section 9.6(a) shall not apply to information that (i) is or becomes generally available to the public other than as a result of a disclosure by a Member or any of its Representatives in violation of this Agreement, (ii) is or has been independently developed or conceived by such Member or its Affiliates without use of the Company's or any of its Subsidiaries' Confidential Information or (iii) becomes available to the receiving Member or any of its Representatives on a non-confidential basis from a source other than the Company or any of its Subsidiaries, any other Party or any of their respective Representatives; provided, that such source is not known by the recipient of the information to be bound by a confidentiality agreement with the disclosing party or any of its Representatives.

(c) Each Party shall inform any Representatives to whom it provides Confidential Information that such information is confidential and instruct them (i) to keep such Confidential Information confidential and (ii) not to disclose Confidential Information to any Third Party (other than those Persons to whom such Confidential Information has already been disclosed in accordance with the terms of this Agreement). The disclosing Party shall be responsible for any breach of this Section 9.6 by the Person to whom the Confidential Information is disclosed.

(d) The restrictions in Section 9.6(a) shall not restrict any Member and its Affiliates from disclosing any Confidential Information required to be disclosed under applicable securities Laws or the rules of any stock exchange on which any of their securities are traded.

(e) Notwithstanding anything herein to the contrary, the provisions of this Section 9.6 shall survive the termination of this Agreement for a period of three (3) years and, with respect to each Member, shall survive for a period of three (3) years following the date on which such Member is no longer a Member. The provisions of this Section 9.6 shall supersede the provisions of any non-disclosure agreements entered into by the Company (or its Affiliates, including the NiSource Member) and any of the Members (or their respective Affiliates) with respect to the transactions contemplated hereby or by the PSA prior to the Effective Date.

Section 9.7 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of Representatives and other Advisors, incurred in connection with this Agreement and the transactions contemplated hereby, shall be paid by the Party incurring such costs and expenses. Notwithstanding the foregoing, should any litigation be commenced between the Parties or their Representatives concerning this Agreement or the rights, duties, or obligations hereunder, the Party or Parties prevailing in such proceeding shall be entitled, in addition to any other relief granted, to the reasonable attorneys' fees and other litigation costs incurred by reason of such litigation.

Section 9.8 Obligations in Respect of Financings.

(a) Subject to Section 9.8(b), during the term of this Agreement, the NiSource Member and the Company shall cooperate with each Investor Member as reasonably requested by such Investor Member in connection with any Debt Financing. Such assistance shall include (i) providing to such Investor Member such information as may be reasonably necessary in connection with the Debt Financing, and (ii) taking such other actions as are reasonably requested by such Investor Member to facilitate the consummation of any Debt Financing.

(b) Notwithstanding anything in Section 9.8(a) or this Agreement to the contrary, the cooperation requested by either Investor Member pursuant to Section 9.8(a) shall not (i) unreasonably interfere with the ongoing operations of the NiSource Member or its Subsidiaries, or (ii) require the NiSource Member or any of its Subsidiaries (other than the Company) to (A) pay any commitment or other similar fee, (B) have or incur any liability or obligation in connection with any Debt Financing, including under any agreement or any document related to any Debt Financing, (C) commit to taking any action (including entering into any Contract) or to otherwise execute any document, agreement, certificate or instrument in connection with any Debt Financing or (D) take any action that would conflict with, violate or breach or result in a violation or breach of or default under any Contract, this Agreement or any other document contemplated hereby or any Law or regulatory requirements. In no event shall the Company or NiSource Member be required to provide information relating to the transactions contemplated hereby or with any other Person in connection with any possible sale or transfer of assets or equity of the Company and its Subsidiaries, any information subject to the attorney-client privilege or any confidential or sensitive information, or relating to any Tax Return.

Section 9.9 Credit Support. For so long as there are (a) any guarantees, credit support, letters of credit or financial assurances of a member of the Outside Group related to support obligations of the Company Group, each Member shall pay the portion equal to its Percentage Interest of any payment or draw request on such credit support facilities on or before the applicable payment date required or (b) any guarantees, credit support, letters of credit or financial assurances of the Company or any of its Subsidiaries related to support obligations of a member of the Outside Group, the NiSource Member shall pay all such payments on or before the applicable payment date required. If a Member does not make a payment in accordance with the above, the Company may issue a Capital Request Notice in accordance with Section 5.1 for such amount from the applicable Member. For the avoidance of doubt, the failure to make the payment in clauses (a) or (b) prior to a Capital Request Notice shall not be an Event of Default and the failure to fund pursuant to a Capital Request Notice shall be treated in accordance with Section 5.1. Notwithstanding the foregoing, if the VCOC Investor Member fails to make its payment in accordance with this Section 9.9, the BIP Investor Member shall be obligated to make such payment.

## Article X
## TAX MATTERS

Section 10.1 Tax Classification. The Parties intend that the Company be classified as a partnership for U.S. federal income (and applicable state and local) Tax purposes. Without limiting Section 8.1(a), neither the Company nor any Member shall make any election to change the tax classification of the Company or otherwise take any action inconsistent with such intended tax classification without the consent of the Board (or its designee).

Section 10.2 Partnership Representative.

(a) The NiSource Member is hereby designated the "Partnership Representative" within the meaning of Code Section 6223(a) of the Company. The Partnership Representative shall, if required, designate from time to time a "designated individual" to act on behalf of the Partnership Representative, and such designated individual shall be subject to replacement by the Partnership Representative in

accordance with the Code and Treasury Regulations. If any state or local tax law provides for a tax matters partner, partnership representative, or person having similar rights, powers, authority, or obligations, the Partnership Representative shall also serve in such capacity. The Partnership Representative is authorized to represent the Company before the Internal Revenue Service and any other governmental agency with jurisdiction, make all decisions regarding permitted elections under the Code, Treasury Regulations, and other state and local tax law with respect to tax proceedings; provided, however, the Partnership Representative shall not enter into any settlement or similar agreement without the consent of the Board (such consent not to be unreasonably withheld, conditioned, or delayed). All Members (and former Members) agree to cooperate with, and to do and refrain from doing any or all things reasonably required by the Partnership Representative in connection with the conduct of all such proceedings or to otherwise allow the Company and the Partnership Representative to comply with the partnership audit provisions of the Code, Treasury Regulations, and similar state and local law. All Members shall cooperate in good faith to amend this Section 10.2 or other provisions of this Agreement as necessary to reflect any statutory amendments or the promulgation of Treasury Regulations or other administrative authority promulgated under the Partnership Audit Rules so as to, to the extent possible, preserve the relative rights, duties, and obligations of the Members hereunder. The Company shall, to the fullest extent permitted by law, reimburse and indemnify the Partnership Representative for all third-party expenses (including legal and accounting fees), claims, liabilities, losses, and damages incurred as the Partnership Representative in connection with any examination, administrative, or judicial proceeding, or otherwise acting in its capacity as Partnership Representative.

(b) Notwithstanding anything to the contrary in this Agreement, each Member (including, for purposes of this Section 10.2, any Person who is or becomes a Member but who for any reason ceases to be a Member) (i) hereby covenants to treat each item of income, gain, loss, deduction, or credit attributable to the Company in a manner consistent with the treatment of such income, gain, loss deduction, or credit on the tax return of the Company or as determined in a notice of final partnership adjustment pursuant to Section 6226 of the Code, (ii) hereby agrees to indemnify and hold harmless the Company from such Member's share of any tax and any penalties, interest, and additions to tax attributable to any adjustment to the income, gain, loss, deduction, or credit of the Company pursuant to Section 6226 of the Code, and (iii) hereby agrees to take all other actions as the Partnership Representative may reasonably direct with respect to the Member's (or, in respect of the Member, the Company's) tax liabilities, which shall not include filing an amended return for any "reviewed year" to account for all adjustments under Section 6225(a) of the Code properly allocable to the Member as provided in and otherwise contemplated by Section 6225(c) of the Code and any Treasury Regulations that may be promulgated thereunder. If the Company or any other entity in which the Company holds an interest is obligated to pay any amount to a governmental agency or body or to any other Person (or otherwise makes a payment) of any taxes arising under a federal, state, or local tax audit or other proceeding and the Partnership Representative determines that all or a portion of such payment is specifically attributable to a Member (or former Member), then such Member (or former Member) shall reimburse the Company in full for the entire amount paid (including any interest, penalties, and expenses associated with such payment). The obligations of a Member under this Section 10.2 shall survive such Member's sale or other disposition of its interests in the Company and the termination, dissolution, liquidation, or winding up of the Company.

(c) The Partnership Representative (i) shall keep the Investor Members reasonably informed of any material tax audit, settlement or proceeding and (ii) shall not settle or otherwise compromise a material tax audit, settlement or proceeding that would have a material adverse impact on either Investor Member, without the BIP Investor Member's prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed).

Section 10.3 Tax Elections. Except as otherwise provided by this Agreement, all material elections and decisions required or permitted to be made by the Company under any applicable tax law shall be determined by the NiSource Member; provided however, that any election with respect to taxes that is disproportionately materially adverse to either Investor Member shall require the BIP Investor Member's prior consent (such consent not to be unreasonably withheld, conditioned, or delayed). The elections shall include, but not be limited to, the following:

(a) Upon the written request of a Member, the Company may make the election under Section 754 of the Code in accordance with applicable regulations thereunder for the Company and each applicable Subsidiary;

(b) To the extent permitted under Section 706 of the Code, to elect the calendar year as the Company's taxable year and, (i) for clarity, to the extent the Company is permitted to adopt the calendar year, no other year shall be adopted as the taxable year and (ii) to the extent any additional filings or elections are required, to make such required filings or elections;

(c) To elect the accrual method of accounting;

(d) To elect to amortize any organizational expenses of the Company ratably over a period of one hundred eighty (180) months as permitted by Section 709(b) of the Code, and to elect to deduct the start-up expenditures of the Company as permitted by Section 195(b) of the Code;

(e) If "bonus depreciation" is available with respect to qualified property, the NiSource Member shall make the election described in Section 168(k)(7) of the Code to opt out of "bonus depreciation" for the taxable year during which the placed in service date occurs;

(f) Based upon current knowledge of the facts pertaining to the transactions contemplated by the PSA as of the Investment Closing Date, the Company will not report the transactions contemplated by the PSA to the IRS as a "reportable transaction" pursuant to Section 6011 of the Code, the relevant Treasury Regulations and any other administrative practice or procedure;

(g) To the extent permitted by law, to elect to apply the de minimis safe harbor under Treasury Regulations Section 1.263(a)-1(f);

(h) To the extent permitted under Code Section 461(h)(3), to elect the adoption of the exception for certain recurring items;

(i) To the extent permitted under Code Section 461(c), to elect to ratably accrue real property taxes; and

(j) To elect under Code Section 163(j) to be treated as an excepted trade or business.

Section 10.4 Cooperation. Each Investor Member shall, and shall cause its Affiliates to, provide to the NiSource Member and its Subsidiaries (including the Company and its Subsidiaries), and the NiSource Member and the Company shall, and shall cause their Affiliates to, provide to each Investor Member, in each case, such cooperation, documentation and information as any of them reasonably may request in connection with (a) filing any Tax Return, amended Tax Return or claim for refund, (b) determining a liability for Taxes or (c) preparing for or conducting any Tax audits, examinations or other proceedings by any taxing authority of any Governmental Body.

Section 10.5 Withholding. The Company may withhold and pay over to the United States Internal Revenue Service (or any other relevant Tax authority) such amounts as it is required to withhold or pay over, pursuant to the Code or any other applicable Tax Law, on account of a Member, including in respect of distributions made pursuant to Section 5.2 or Section 5.3, and, for the avoidance of doubt, the amount of any such distribution or other payment to a Member shall be net of any such withholding. To the extent that any amounts are so withheld and paid over, such amounts shall be treated as paid to the Person(s) in respect of which such withholding was made. For all purposes under this Agreement, any amounts withheld or paid with respect to a Member pursuant to this Section 10.5 shall offset any distributions to which such Member is entitled concurrently with such withholding or payment and shall be treated as having been distributed to such Member pursuant to Section 5.2 or Section 5.3 at the time such offset is made. To the extent that the cumulative amount of such withholding or payment exceeds the distributions to which such Member is entitled concurrently with such withholding or payment, the amount of such excess shall be promptly paid to the Company by the Member on whose behalf such withholding is required to be made; provided, however, that any such payment shall not be treated as a Capital Contribution and shall not reduce the amount that a Member is otherwise obligated to contribute to the Company. To the extent that a Member claims to be entitled to a reduced rate of, or exemption

from, a withholding Tax pursuant to an applicable income Tax treaty, or otherwise, such Member shall furnish the Company with such information and forms as such Member may be required to complete where necessary to comply with any and all Laws and regulations governing the obligations of withholding Tax agents, and the Company shall apply such reduced rate of, or exemption from, withholding Tax as reflected on such information and forms that have been provided by such Member. Each Member agrees that if any information or form provided pursuant to this Section 10.5 expires or becomes obsolete or inaccurate in any respect, such Member shall update such form or information.

Section 10.6 Certain Representations and Warranties. Each Member represents and warrants that any such information and forms furnished by such Member shall be true and accurate and agrees to indemnify the Company from any and all damages, costs and out-of-pocket expenses resulting from the filing of inaccurate or incomplete information or forms relating to such withholding Taxes.

## Article XI
## LIABILITY; EXCULPATION; INDEMNIFICATION

Section 11.1 Liability; Member Duties. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person. Each Member acknowledges and agrees that each Member, in its capacity as a Member, may decide or determine any matter subject to the approval of such Member pursuant to any provision of this Agreement in the sole and absolute discretion of such Member, and in making such decision or determination such Member shall have no duty, fiduciary or otherwise, to any other Member or to the Company Group, it being the intent of all Members that such Member, in its capacity as a Member, has the right to make such determination solely on the basis of its own interests.

Section 11.2 Exculpation. To the fullest extent permitted by applicable Law, no Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's fraud or willful misconduct.

Section 11.3 Indemnification. The Company shall indemnify, defend and hold harmless any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed actions, suits or proceedings by reason of the fact that such Person is or was a Director or officer of the Company, or is or was a Director or officer of the Company serving at the request of the Company as a director, officer or agent of another limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' and experts' fees), judgments, settlements, penalties and fines actually and reasonably incurred by him or her in connection with the defense or settlement of such, action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company; and, with respect to any criminal action or proceeding, either he or she had reasonable cause to believe such conduct was lawful or no reasonable cause to believe such conduct was unlawful; provided, however, for the avoidance of doubt, this Section 11.3 shall not apply with respect to any such actions between the Company and such Person or pursuant to claims under the PSA.

Section 11.4 Authorization. To the extent that such present or former Director or officer of the Company has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 11.3, or in the defense of any claim, issue or matter therein, the Company shall indemnify him or her against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification under Section 11.3 shall be made by the Company only as authorized in the specific case, upon a determination that indemnification of the present or former Director or officer is permissible in the circumstances because such present or former Director or officer has met the applicable standard of conduct. Such determination shall be made, with respect to a Person who is a Director or officer at the time of such determination, (a) by a majority vote of the Directors who are not parties to such action, suit or proceeding, even with less than a quorum, or (b) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion, or (c) by the NiSource Member and the BIP Investor Member. Such determination shall be made, with respect to former Directors and officers, by any Person or Persons having the authority to act on the matter on behalf of the Company.

Section 11.5 Reliance on Information. For purposes of any determination under Section 11.3, a present or former Director or officer of the Company shall be deemed to have acted in good faith and have otherwise met the applicable standard of conduct set forth in Section 11.3 if his or her action is based on the records or books of account of the Company or on information supplied to him or her by a Director or an officer of the Company in the course of his or her duties, or on the advice of legal counsel for the Company or on information or records given or reports made to the Company by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company. The provisions of this Section 11.5 shall not be deemed to be exclusive or to limit in any way the circumstances in which a present or former Director or officer of the Company may be deemed to have met the applicable standard of conduct set forth in Section 11.3.

Section 11.6 Advancement of Expenses. Expenses (including reasonable attorneys' fees) incurred by the present or former Director or officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company as authorized in the specific case in the same manner described in Section 11.4, upon receipt of a written affirmation of the present or former Director or officer that he or she has met the standard of conduct described in Section 11.3 and upon receipt of a written undertaking by or on behalf of him or her to repay such amount if it shall ultimately be determined that he or she did not meet the standard of conduct, and a determination is made that the facts then known to those making the determination shall not preclude indemnification under this Article XI.

Section 11.7 Non-Exclusive Provisions. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled. The Company hereby acknowledges that certain of its Directors and certain of its Members and the direct and indirect partners therein or owners thereof (the "Fund Indemnitees") may have rights to indemnification, advancement of expenses and/or insurance with respect to their service on the Board (collectively, the "Fund Indemnitors"). The Company hereby agrees: (a) that it is the indemnitor of first resort (i.e., its obligations to the Fund Indemnitees are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Fund Indemnitees are secondary) and (b) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof, except to the extent that a Fund Indemnitee breaches its undertaking to repay advanced expenses as provided in Section 11.6. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of the Fund Indemnitees with respect to any claim for which the Fund Indemnitees have sought indemnification from the Company shall affect the foregoing and that the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Fund Indemnitees against the Company.

Section 11.8 Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XI shall, unless otherwise provided when authorized or ratified, continue as to a Person who has ceased to be a Director or officer of the Company and shall inure to the benefit of his or her heirs, executors and administrators.

Section 11.9 Limitations. Notwithstanding anything contained in this Article XI to the contrary, the Company shall not be obligated to indemnify any Director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such Person unless such proceeding (or part thereof) was authorized or consented to by the Board.

## Article XII
## REPRESENTATIONS AND WARRANTIES

Section 12.1 Members Representations and Warranties. Each Member hereby represents and warrants, severally and not jointly, to the Company and to the other Member as follows:

(a) Such Member is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization or formation, as applicable, with full power and authority to enter into this Agreement and perform all of its obligations hereunder.

(b) The execution and delivery of this Agreement by such Member, and the performance by such Member of its obligations hereunder, have been duly and validly authorized by all requisite action by such Member, and no other proceedings on the part of such Member are necessary to authorize the execution, delivery or performance of this Agreement by such Member.

(c) This Agreement has been duly and validly executed and delivered by such Member, and, assuming that this Agreement is a valid and binding obligation of the other Parties, this Agreement constitutes a valid and binding obligation of such Member, enforceable against such Member in accordance with its terms, except as limited by the application of bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other Laws relating to or affecting creditors' rights or general principles of equity.

(d) The execution and delivery by such Member of this Agreement, and the performance by such Member of its obligations hereunder, does not (i) violate or breach its Organizational Documents, (ii) violate any applicable Law to which such Member is subject or by which any of its assets are bound, or (iii) result in any breach of or constitute a default (or an event that, with notice or lapse of time or both, would become a default) under any Contract to which such Member is a party or by which any of its assets are bound.

(e) Such Member is acquiring its Membership Interests (i) for such Member's own account and not directly or indirectly for the account of any other Person and (ii) for investment and not with a view to their sale or distribution. Such Member understands that the Membership Interests have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available. Such Member understands that no public market now exists for the Membership Interests and that it is unlikely that a public market will ever exist for the Membership Interests. Such Member understands that its investment in the Company is highly speculative in nature and is subject to a high degree of risk of loss, in whole or in part.

## Article XIII
## MISCELLANEOUS

Section 13.1 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (unless if transmitted after 5:00 p.m. Eastern time or other than on a Business Day, then on the next Business Day) to the address specified below (with confirmation of transmission), (c) when sent by internationally-recognized courier in which case it shall be deemed to have been given at the time of actual recorded delivery, or (d) the third ($3^{rd}$) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to either Investor Member:

BIP Blue Buyer L.L.C. or BIP Blue Buyer VCOC L.L.C.
345 Park Avenue
New York, NY 10154
Attention: Legal Counsel – Blackstone Infrastructure Partners; Max Wade
Email: BIP-Legal@blackstone.com; max.wade@blackstone.com

with copies to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attention: Ravi Purohit; Michael Spirtos
Email: rpurohit@paulweiss.com; mspirtos@paulweiss.com

Notices to the NiSource Member:

NIPSCO Holdings I LLC
290 W. Nationwide Boulevard
Columbus, OH 43215
Attention: Shawn Anderson, Executive Vice President and Chief Financial Officer; Kim Cuccia, Senior Vice President, General Counsel and Corporate Secretary
Email: sanderson@nisource.com; kscuccia@nisource.com

with a copy to (which shall not constitute notice):

McGuireWoods LLP
800 East Canal Street
Richmond, Virginia 23219
Attention: Joanne Katsantonis; Emilie McNally
Email: jkatsantonis@mcguirewoods.com; emcnally@mcguirewoods.com

Notices to the Company:

NIPSCO Holdings II LLC
290 W. Nationwide Boulevard
Columbus, OH 43215
Attention: Shawn Anderson, Executive Vice President and Chief Financial Officer; Kim Cuccia, Senior Vice President, General Counsel and Corporate Secretary
Email: sanderson@nisource.com; kscuccia@nisource.com

with a copy to (which shall not constitute notice):

McGuireWoods LLP
800 East Canal Street
Richmond, Virginia 23219
Attention: Joanne Katsantonis; Emilie McNally
Email: jkatsantonis@mcguirewoods.com; emcnally@mcguirewoods.com

Section 13.2 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, that no Member, nor the Company, shall purport to assign or Transfer all or any of its rights or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in this Agreement in whole or in part except with respect to a Transfer in accordance with the terms of this Agreement, and any attempted or purported assignment hereof not in accordance with the terms hereof shall be void ab initio.

Section 13.3 Waiver of Partition. Each Member hereby waives any right to partition of the Company property.

Section 13.4 Further Assurances. From and after the Effective Date, from time to time, as and when requested by any Party and at such Party's expense, any other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to carry out the purposes and intent of this Agreement.

Section 13.5 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement; provided, that Covered Persons are express third party beneficiaries of Article XI.

Section 13.6 Parties in Interest; Non-Recourse. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors, legal representatives and permitted assigns. This Agreement may only be enforced against, and any claim, action, suit, proceeding or investigation based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as Parties to this Agreement. Except to the extent named as a Party to this Agreement, and then only to the extent of the specific obligations of such Parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate (without giving effect to the proviso set forth in the definition thereof), agent or advisor of any Party shall have any liability (whether in contract, tort, equity or otherwise or by or through theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, undercapitalization or any other attempt to avoid or disregard the entity form of any Person not a Party) for any of the representations, warranties, covenants, agreements or other obligations or liabilities of any of the Parties or for any claim, action, suit, proceeding or investigation based upon, arising out of or related to this Agreement. Notwithstanding anything contained herein, in no event shall this Section 13.6 limit in any way or waive any rights the Company or the NiSource Member may have with respect to the Equity Commitment Letters.

Section 13.7 Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and, to the extent permitted and possible, any invalid, void or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid, void or unenforceable term.

Section 13.8 Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

Section 13.9 Complete Agreement. This Agreement (including any schedules thereto), constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and thereof and supersedes any prior understandings, agreements or representations by or among the Parties hereto or Affiliates thereof, written or oral, to the extent they relate in any way to the subject matter hereof.

Section 13.10 Amendment; Waiver. Subject to Article VIII, neither this Agreement nor any other Organizational Document of the Company may be amended (whether by merger or otherwise) except in a written instrument signed by Members owning at least a majority of the Membership Interests; provided, that (a) the prior written consent of any Member shall be required in respect of any such proposed modification, alteration, supplement or amendment that would have a material disproportionate adverse impact on that Member (in its capacity as a Member) as compared to the other Members (in their capacity as Members) and (b) notwithstanding anything in this Agreement to the contrary, Article V, Article VI, Article VII, Article VIII and this Section 13.10 may not be amended other than by a written instrument signed by the BIP Investor Member. In the event that the Company issues Membership Interests to one (1) or more Third Parties pursuant to Section 5.1(c) or Section 7.1, the Members and the Company shall negotiate in good faith to amend this Agreement to the extent reasonably necessary to reflect such additional Members. Any amendment or revision to Schedule 1 that is made by an officer solely to reflect information regarding Members or the Transfer or issuance of Membership Interests made in accordance with the terms of this Agreement shall not be considered an amendment to this Agreement and shall not require any Board or Member approval. Any failure or delay on the part of any Party in exercising any power or right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereunder or otherwise available at law or in equity.

Section 13.11 Governing Law. This Agreement, and any claim, action, suit, investigation or proceeding of any kind whatsoever, including a counterclaim, cross-claim or defense, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby shall be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

Section 13.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, shall not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. It is accordingly agreed that (a) the Parties shall be entitled to seek an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of this Agreement and the business and legal understandings among the Members with respect to the Company, and without that right, none of the Members would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 13.12 shall not be required to provide any bond or other security in connection with any such Order. The remedies available to the Parties pursuant to this Section 13.12 shall be in addition to any other remedy to which they may be entitled at law or in equity, and the election to pursue an injunction or specific performance shall not restrict, impair or otherwise limit any Party from seeking to collect or collecting damages. Each of the Parties agrees that it shall not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other Party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity.

Section 13.13 Escalation; Arbitration.

(a) In connection with any dispute, controversy or claim among the Members relating to or arising out of this Agreement, the Members will use their reasonable efforts to resolve such dispute within thirty (30) days. If the dispute has not been resolved within such thirty (30) day period, the Members will escalate the dispute to the respective Senior Officers, who will meet to discuss and use their reasonable efforts to resolve the dispute. If the Members remain unable to resolve the dispute within thirty (30) days of the initial meeting of the Senior Officers or such later date as the Members subject to such dispute may agree, such dispute shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") utilizing its Commercial Arbitration Rules in effect as of the date the arbitration is commenced. The arbitration shall be conducted before a single arbitrator, if the Parties can agree on the one arbitrator. If the Parties cannot agree on a single arbitrator, there shall be a panel of three arbitrators with one chosen by the BIP Investor Member, one chosen by the NiSource Member, and the third arbitrator selected by the two Members-appointed arbitrators. If a Party fails to appoint an arbitrator within thirty (30) days following a written request by another Party to do so or if the two party-appointed arbitrators fail to agree upon the selection of a third arbitrator, as applicable, within thirty (30) days following their appointment, the additional arbitrator shall be selected by the AAA pursuant to its applicable procedures. Each arbitrator shall be disinterested and have at least 20 years of experience with commercial matters. The arbitrator(s) shall have the power to award any appropriate remedy consistent with the objectives of the arbitration and subject to, and consistent with, all Laws and Orders applicable to the Company and its Subsidiaries (including, for the avoidance of doubt, the necessity of obtaining any requisite authorization, approval or consent of any Governmental Body necessary to implement the appropriate remedy). The decision of the one arbitrator or, if applicable, the majority of the three arbitrators shall be final and binding upon the Parties (subject only to limited review as required by applicable Law). Judgment upon the award of the arbitrator(s) may be entered in any court of competent jurisdiction or otherwise enforced in any jurisdiction in any manner provided by applicable Law. The losing Party shall pay the prevailing Party's attorney's fees and costs and the costs associated with the arbitration, including expert fees and costs and the arbitrators' fees and costs; provided, however, that each Party shall bear its own fees and costs until the arbitrator(s) determine which, if any, Party is the prevailing Party and the amount that is due to such prevailing Party. The arbitration proceedings shall take place in Chicago, Illinois and, for the avoidance of doubt, the arbitration proceedings shall be conducted in the English language.

(b) All discussions, negotiations and proceedings under this Section 13.13, and all evidence given or discovered pursuant hereto, will be maintained in strict confidence by all Parties, except where disclosure is required by applicable Law, necessary to comply with any legal requirements of such Party or necessary or advisable in order for a Party to assert any legal rights or remedies, including the filing of a complaint with a court or, based on the advice of counsel, such disclosure is determined to be necessary or advisable under applicable securities Laws or the rules of any stock exchange on which any of such Party's securities are traded. Disclosure of the existence of any arbitration or of any award rendered

therein may be made as part of any action in court for interim or provisional relief or to confirm or enforce such award.

(c) Any settlement discussions occurring and negotiating positions taken by any Party in connection with the procedures under this Section 13.13 will be subject to Rule 408 of the Federal Rules of Civil Procedure and shall not be admissible as evidence in any proceeding relating to the subject matter of this Agreement.

(d) The fact that the dispute resolution procedure specified in this Section 13.13 has been or may be invoked will not excuse any Party from performing its obligations under this Agreement, and during the pendency of any such procedure, all Parties must continue to perform their respective obligations in good faith. In addition, in no event shall the fact that this provision has been invoked and the pendency of the proceedings limit, suspend, delay or waive any other rights and remedies provided in this Agreement to any Member.

(e) Notwithstanding the agreement to arbitrate contained in this Section 13.13, in the event that either Party wishes to seek a temporary restraining order, a preliminary or temporary injunction, or other injunctive relief in connection with any claim, demand, cause of action, dispute, controversy, or other matter arising out of or relating to this Agreement or the alleged breach thereof, whether such claim sounds in contract, tort, or otherwise, at law or in equity, under state or federal law, whether provided by statute or the common law, each Party shall have the right to pursue such injunctive relief in court, rather than by arbitration. The Parties agree that such action for a temporary restraining order, a preliminary or temporary injunction, or other injunctive relief may be brought in the state or federal courts of Delaware, or in any other forum in which jurisdiction is appropriate.

Section 13.14 Counterparts. This Agreement may be executed in counterparts, and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Parties. The Parties agree that the delivery of this Agreement may be effected by means of an exchange of facsimile or electronically transmitted signatures.

Section 13.15 Fair Market Value Determination. In the event the Board makes a determination of Fair Market Value under this Agreement, upon request by the NiSource Member or the BIP Investor Member, so long as such Member holds a Percentage Interest (or, with respect to the BIP Investor Member, the Investor Members collectively hold an aggregate Percentage Interest) greater than five percent (5%), within five (5) Business Days after receiving written notice of the Board’s determination in connection with any determination of Fair Market Value of Membership Interests or other assets under this Agreement (which determination shall be provided by the Company to each Member promptly following the making thereof), the Company shall select a nationally recognized independent valuation firm with no existing or prior business or personal relationship with any Member or any of its Affiliates in the three year period immediately preceding the date of engagement, pursuant to this Section 13.15 (the “Independent Evaluator”) to determine such Fair Market Value. Each of the Company and the requesting Member shall submit their view of the Fair Market Value of the Membership Interests or the relevant asset(s) to the Independent Evaluator, and each party will receive copies of all information provided to the Independent Evaluator by the other party. The final Independent Evaluator’s determination of the Fair Market Value of such Membership Interests or asset(s) shall be set forth in a detailed written report addressed to the Company and the Members within thirty (30) days following the Company’s selection of such Independent Evaluator and such determination shall be final, conclusive and binding. In rendering its decision, the Independent Evaluator shall determine which of the positions of the Company and the requesting Member submitted to the Independent Evaluator is, in the aggregate, more accurate (which report shall include a worksheet setting forth the material calculations used in arriving at such determination), and, based on such determination, adopt either the Fair Market Value determined by the Company or the requesting Member. Any fees and expenses of the Independent Evaluator incurred in resolving the disputed matter(s) will be borne by the party whose positions were not adopted by the Independent Evaluator. Notwithstanding the foregoing, the Board’s determination of Fair Market Value under this Agreement shall be conclusive and relied upon by the Members in carrying out their obligations hereunder, unless and until the Independent Evaluator determines otherwise. The pendency of this process shall not excuse the performance of any obligations of a Member hereunder.

Section 13.16 Certain Definitions. As used in this Agreement, the following terms shall have the meanings ascribed to them below:
"Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Actual Performance Management Net Income" means Net Income of NIPSCO Consolidated adjusted for income taxes computed or imputed on Net Income. For these purposes, "NIPSCO Consolidated" is defined as NIPSCO and its consolidated subsidiaries including NIPSCO Accounts Receivable Corporation and its controlling investments in tax equity financings related to renewable projects. On an annual basis, Parent will provide to the Investor Members a schedule calculating Actual Performance Management Net Income including supporting documentation.

"Adjusted Capital Account" means, with respect to any Member, the balance in such Member's Capital Account as of the end of the relevant Allocation Year or other period, after giving effect to the following adjustments:

(a) Add to such Capital Account the following items:

(i) The amount, if any, that such Member is obligated to contribute to the Company upon liquidation of such Member's Percentage Interest; and

(ii) The amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or the penultimate sentence of each of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5).

(b) Subtract from such Capital Account such Member's share of the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Adjusted Capital Account as of the end of the Allocation Year (or other relevant period).

"Advisors" means, with respect to any Person, the accountants, attorneys, consultants, advisors, investment bankers, or other representatives of such Person.

"Affiliate" of any particular Person means any other Person Controlling, Controlled by or under common Control with such particular Person, provided, however, that, (i) no portfolio company of any investment fund affiliated with or advised by The Blackstone Group Inc. or Blackstone Infrastructure Partners L.P., or Blackstone Infrastructure Advisors, LLC, shall be deemed to be an "Affiliate" of either Investor Member (excluding the Investor Members' Subsidiaries) and (ii) no investment fund affiliated with or advised by The Blackstone Group Inc. shall be deemed an "Affiliate" of either Investor Member (excluding funds or investment vehicles controlled or advised by Blackstone Infrastructure Advisors, LLC).

"Affiliated GHII Member" means a GHII Member that is Controlled by a Member, a Member, or is under common Control with a GHII Member.

"Affiliated Member" means a Member that is Controlled by a GHII Member, Controls a GHII Member, or is under common Control with a GHII Member.

"Allocation Year" means (a) the period commencing on the Investment Closing Date and ending on the immediately succeeding December 31; (b) any subsequent twelve (12) month period commencing on January 1 and ending on December 31; or (c) any portion of the period described in preceding clause (a) or (b) for which the Company is required to allocate items of the Company income, gain, loss, deduction or credit.

"Anti-Corruption Laws" means any Law concerning or relating to bribery or corruption imposed, administered or enforced by any Governmental Body.

"Anti-Money Laundering Laws" means any Law concerning or relating to money laundering, any predicate crime to money laundering or any record keeping, disclosure or reporting requirements related to money laundering imposed, administered or enforced by any Governmental Body.

"Assumed Tax Liability" means, for any Member, the product of (a) such Member's allocable share of net taxable income of the Company for such Fiscal Year (or applicable portion thereof), reduced by such Member's allocable share of cumulative net taxable loss of the Company not previously been taken into account (calculated taking into account the effect of any basis adjustment under Code Section 734, 743 or 754 and allocations pursuant to Code Section 704(c)), determined as if such Member has no items of income, gain, loss, deduction or credit other than through the Company, multiplied by (b) the Assumed Tax Rate.

"Assumed Tax Rate" means the highest effective combined marginal U.S. federal, state and local income tax rate applicable to a corporation for such Fiscal Year (taking into account the character of the underlying taxable income) and the deductibility of state and local income taxes for U.S. federal income tax purposes (and any applicable limitations thereon). The Assumed Tax Rate shall be the same for each Member.

"Available Cash" means, for any fiscal quarter, the cash flow generated from the normal business operations of the Company and its Subsidiaries in such fiscal quarter, less any amounts that the Board reasonably determines are necessary and appropriate to be retained in order to (a) permit the Company and its Subsidiaries to pay their obligations as they become due in the ordinary course of business, (b) make all payments required or that the Board determines is appropriate under the NiSource Notes, (c) maintain the Company's and its Subsidiaries' target regulatory capital structure and investment grade credit metrics, (d) fund planned capital expenditures, (e) maintain an adequate level of working capital, (f) maintain prudent reserves for future obligations (including contingent obligations of the Company and its Subsidiaries), (g) comply with applicable Law, Order, the terms of the Company's and its Subsidiaries' Indebtedness (including making any required payments of principal or interest in satisfaction of Indebtedness), or (h) respond to an Emergency Situation, with the requirement of the Company and its Subsidiaries, to make upward cash distributions (on a quarterly basis) of at least fifty percent (50%) of the applicable entity's Net Income for the relevant period (but, in any case, no less than all Available Cash).

"Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions located in New York, New York or Delaware are closed generally.

"Capital Account" means the capital account maintained for each Member on the Company's books and records in accordance with the following provisions:

(a) To each Member's Capital Account there shall be added (i) such Member's Capital Contributions, (ii) such Member's allocable share of net Profits and any items in the nature of income or gain that are specially allocated to such Member pursuant to Section 5.6 or Section 5.7 hereof or other

provisions of this Agreement, and (iii) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member.

(b) From each Member's Capital Account there shall be subtracted (i) the amount of (A) cash and (B) the Gross Asset Value of any Company assets (other than cash) distributed to such Member pursuant to any provision of this Agreement, (ii) such Member's allocable share of net Losses and any other items in the nature of expenses or losses that are specially allocated to such Member pursuant to Section 5.6 or Section 5.7 hereof or other provisions of this Agreement, and (iii) liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) In the event any Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Membership Interest.

(d) In determining the amount of any liability for purposes of subparagraphs (a) and (b) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Regulations.

"Capital Contribution" means, with respect to any Member, the total amount of cash and the initial Gross Asset Value of property (other than cash) contributed to the capital of the Company by such Member, whether as an initial Capital Contribution or as an additional Capital Contribution.

"Change in Control" means with respect to the applicable Party, any person or group (within the meaning of Sections 13(d)(3) and 14(d)(2) of the Securities Exchange Act of 1934, as amended) at any time becoming the beneficial owner of more than fifty percent (50%) of the combined voting power of the voting securities of such Party (including through general partner and limited partner arrangements).

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

"Company Group" means the Company and each of its Subsidiaries, collectively.

"Company Minimum Gain" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d)(1) for the phrase "partnership minimum gain."

"Competitor" means any Person that is, or through its Subsidiaries is, directly involved in or competes with the Company Business in the United States. For the avoidance of doubt, a Competitor shall not include any financial sponsors that own equity in any Person that is directly involved in the Company Business in the United States.

"Contract" means any written agreement, arrangement, commitment, indenture, instrument, purchase order, license or other binding agreement.

"Control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, Contract or otherwise.

"Covered Person" means any (a) Member, any Affiliate of a Member or any officers, directors, shareholders, partners, members, employees, representatives or agents of a Member or their respective direct or indirect Affiliates, (b) Director, or (c) employee, officer, or agent of the Company or its Affiliates.

"CPI Escalator" means that certain increase calculated annually on the anniversary of the Effective Date by the percentage increase of services measured by the consumer price index as determined by the U.S. Department of Labor, Bureau of Labor Statistics.

"Debt Financing" means any debt financing incurred by the BIP Investor Member or any of its Affiliates (other than the Company), including, the incurrence of any loans or the issuance of any bonds, notes, debentures or hybrid securities.

"Debt-to-Capital Ratio" means the debt-to-capital ratio of NIPSCO as calculated for IURC purposes.

"Depreciation" means, for Allocation Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Allocation Year or other period, except that (a) with respect to an asset the Gross Asset Value of which differs from its adjusted basis for U.S. federal income tax purposes and which difference is being eliminated by use of the "remedial allocation method" as defined in Treasury Regulations Section 1.704-3(d), Depreciation for such period shall be the amount of the book basis recovered for such period under the rules prescribed in Treasury Regulations Section 1.704-3(d)(2), and (b) if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

"Emergency Expenditure" means amounts required to be incurred in order to respond to an Emergency Situation or to avoid an Emergency Situation in a manner that is consistent with general practices applicable to facilities used in the Company Business or consistent with the past operations of the Company or its Subsidiaries, but only to the extent such expenditures are reasonably designed to ameliorate the consequences, or an immediate threat of any of the consequences, of the issues set forth in the definition of "Emergency Situation".

"Emergency Situation" means, with respect to the business of the Company and its Subsidiaries, any abnormal system condition or abnormal situation requiring immediate action to maintain the system, frequency, loading within acceptable limits or voltage or to prevent loss of firm load; material equipment damage or tripping of system elements that would reasonably be excepted to materially and adversely affect reliability of an electric system or any other occurrence or condition that requires immediate action to prevent or mitigate an immediate and material threat to the safety of Persons or the operational integrity of the assets and business of the Company or its Subsidiaries or any other condition or occurrence requiring prompt implementation of emergency procedures as defined by the applicable transmission grid operator, distribution or transmitting utility.

"Encumber" means to place a Lien against.

"Equity Commitment Letters" means (i) the Equity Commitment Letter dated as of the Investment Closing Date by Blackstone Infrastructure Partners L.P. for the benefit of the Company in the amount equal to $250,000,000.00 and (ii) the Equity Commitment Letter dated as of the Effective Date by Blackstone Infrastructure Partners L.P. for the benefit of the Company in the amount equal to $175,000,000.00.

"Exchange Act" has the meaning set forth in the definition of "Excluded Membership Interests".

"Excluded Membership Interests" means any Membership Interests or other equity interests in the Company issued in connection with:

(a) any issuance to a Third Party pursuant to and in accordance with Section 7.1;

(b) any arrangement approved unanimously by the Board for the return of income or capital to the Members;

(c) any equity split, equity dividend or any similar recapitalization; or

(d) the commencement of any offering or registration of Membership Interests or other equity interests of the Company or any of its Subsidiaries, pursuant to a registration statement filed in accordance with the United States Securities Act of 1933 (the "Securities Act") or under the Securities and Exchange Act of 1934 (the "Exchange Act").

"Excluded Transactions" means Transactions in the ordinary course of the Company Business and, in each case on an arm's length basis, with respect to (i) tax equity financings related to renewable projects, (ii) the transfer or sale of Zonal Resource Credits or other similar capacity credits to or from NIPSCO or its Subsidiaries to or from the Company or its Subsidiaries or (iii) pilot programs, and similar undertakings by the Company or its Subsidiaries in connection with the Company Business.

"Fair Market Value" means, with respect to any asset (including equity interest), the price at which the asset would change hands between a willing buyer and a willing seller that are not affiliated parties, neither being under any compulsion to buy or to sell, and both having knowledge of the relevant facts and taking into account the full useful life of the asset. In valuing Membership Interests, no consideration of any control, liquidity or minority discount or premium shall be taken into account. Fair Market Value shall be determined by the Board in accordance with the foregoing, subject to Section 13.15.

"FERC" means the U.S. Federal Energy Regulatory Commission or any successor agency thereto.

"GAAP" means United States generally accepted accounting principles applied on a consistent basis during the periods involved.

"GenCo Declination" means that certain order of the IURC approved on September 24, 2025, of the verified petition of GenCo for certain determinations by the IURC with respect to its jurisdiction over petitioner's activities as a non-retail generator of electric power.

"GenCo Offtake Agreement" means any offtake agreements (including capacity supply agreements) pursuant to which GHII or its Subsidiaries will sell power, storage, capacity or ancillary products to NIPSCO to allow NIPSCO to fulfill its obligations to certain large load or hyperscale

customers, for each pursuant to a "special contract" or similar arrangement (including any tariff) as submitted to the IURC and/or otherwise consistent with applicable Law at such time, including any applicable IURC rules and regulations.

"GHII" means Generation Holdings II LLC, a Delaware limited liability company and indirect subsidiary of the Parent.

"GHII Member" means each Member as defined in the GHII Operating Agreement.

"GHII Operating Agreement" means that certain Amended and Restated Limited Liability Company Agreement dated as of the date hereof by and among GHII, Generation Holdings I LLC, an Indiana limited liability company and Affiliate of the NiSource member, BIP Orion Holdco L.P., BIP Orion Holdco II L.P., and solely for the purposes of Article VI thereto, the Parent.

"Governmental Body" means any national, foreign, federal, regional, state, local, municipal or other governmental authority of any nature (including any division, department, agency, commission or other regulatory body thereof) and any court or arbitral tribunal, including any governmental, quasi-governmental or non-governmental body administering, regulating or having general oversight over electricity, power or the transmission or transportation thereof, including any regional transmission operator, independent system operator and any market monitor thereof.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset on the date of the contribution, as determined by the Board, provided that the initial Gross Asset Values of the assets contributed to the Company pursuant to Section 5.1 shall be as set forth on Schedule 1.

(b) The Gross Asset Values of all Company assets immediately prior to the occurrence of any event described in subparagraphs (i) through (v) below shall be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an interest in the Company; (iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); (iv) in connection with the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a partner capacity, or by a new Member acting in a partner capacity in anticipation of being a Member; and (v) the acquisition of an interest in the Company upon the exercise of a non-compensatory option in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(s); provided, however, adjustments pursuant to clause (i), clause (ii), and clause (iv) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company; and provided further, if any non-compensatory option is outstanding, Gross Asset Values shall be adjusted in accordance with Treasury Regulation Sections 1.704-1(b)(2)(iv)(f)(1) and 1.704-1(b)(2)(iv)(h)(2);

(c) The Gross Asset Value of any Company asset distributed to a Member shall be the gross fair market value of such asset on the date of distribution as determined by the Board

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (d) to the extent that an adjustment pursuant to subparagraph (b) above is made in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

(e) If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to subparagraph (a), subparagraph (b) or subparagraph (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such Company asset for purposes of computing net Profits and net Losses.

"Indebtedness" means indebtedness or long term debt or similar instruments as those terms are calculated or determined by IURC.

"Investor Call Trigger" means (i) either Investor Member fails to fund all or any portion of its share of a Mandatory Capital Contribution or any Additional Funding Requirement (other than a Mandatory Capital Contribution) in respect of two (2) events if either Investor Member indicated it would do so in its Response to Capital Call but failed to do so within the time period specified in Section 5.1; provided, that the NiSource Member shall be required to provide notice to the BIP Investor Member immediately upon any Investor Member's first event of failure to fund that would trigger this right; (ii) the Investor Members' aggregate Percentage Interest is equal to or less than five percent (5%), or (iii) the NiSource Member elects to pursue a spin off, split off or similar transaction of the Company, NIPSCO or an Affiliate; provided, in the case of this clause (iii), the NiSource Member may not exercise its Call Right unless the Spin Return Threshold would be satisfied in the event such contemplated transaction is consummated.

"Investor Consent Threshold" means a Percentage Interest equal to or greater than 19.9%; provided, that, solely in the event the Investor Members' aggregate Percentage Interest is reduced in connection with issuances of Membership Interests in compliance with Sections 5.1 or 7.1, such reference to "19.9%" shall be replaced by "17.5%".

"IRR" means, at any time of determination, the actual annual rate of return of the Investor Members (specified as a percentage) taking into account only the following, on a cash-in, cash-out basis: (a) all capital contributions actually made to the Company by or on behalf of the Investor Members or any of its Permitted Transferees with respect to their Membership Interests on or before such date, and (b) all cash distributions made to the Investor Members or any of their respective Permitted Transferees on or before such date. For the avoidance of doubt, the IRR calculation would not include any tax payments at the Investor Members level. The IRR will be calculated using the XIRR function in the most recent version of Microsoft Excel (or if such program is no longer available, such other software program for calculating the IRR as is reasonably determined by the Board), and will be based on the actual dates of funding of such capital contributions and the actual dates of receipt of such cash distributions and proceeds.

"IURC" means the Indiana Utility Regulatory Commission.

"Law" means any law (statutory, common or otherwise), rule, regulation, code or ordinance enacted, adopted, promulgated or applied by any Governmental Body, including all regulatory

requirements emanating from state and federal regulators of the Company Group's businesses and operations.

"Liens" means all liens, encumbrances, mortgages, deeds of trust, pledges, security interests, charges, claims, proxy, voting trust or transfer restrictions, under any stockholder or similar agreement or Organizational Document.

"Maximum Investor Commitment" means $425,000,000.00.

"Member" means each of the NiSource Member and the Investor Members, and any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement, each in its capacity as a member of the Company.

"Member Nonrecourse Debt" has the meaning of "partner nonrecourse debt" as set forth in Treasury Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i)(3).

"Member Nonrecourse Deductions" has the meaning of "partner nonrecourse deductions" set forth in Treasury Regulations Section 1.704-2(i)(1) and 1.704-2(i)(2).

"Membership Interests" means membership interests of the Company.

"MOIC" means, as of any measurement time, with respect to any holder of Membership Interests, the number resulting from the quotient of (i) the cumulative amount of distributions received by such holder (or its predecessors in interest) in respect of such Membership Interests divided by (ii) the cumulative amount of all capital contributions made to the Company by such holder (or its predecessors in interest) in respect of such Membership Interests prior to such time or, in the case of the Investor Members, the cumulative amount of the Purchase Price (as defined in the PSA) under the PSA paid by the Investor Members to the Parent (as defined therein); provided that, for the purpose of foregoing calculation, the Investor Members shall be aggregated and treated as a single holder.

"Net Income" means the Net Income attributable to the applicable entity in its consolidated GAAP income statement adjusted to (i) reflect non-GAAP adjustments included in the Parent's consolidated non-GAAP reporting associated with the applicable entity and recorded in accordance with the Parent's non-GAAP policy in effect as of the date of the income statement, and (ii) add post-tax Pension & OPEB Non-Service Cost if it is an expense and subtract post-tax Pension & OPEB Non-Service Cost in cases when this item is income. For reference, the Parent's non-GAAP policy is to that certain non-GAAP policy in effect as of the Investment Closing Date.

"New Securities" means any Membership Interests or other equity interests in the Company, other than any Excluded Membership Interests.

"NiSource Leadership Team" means any individual serving as an officer at any Company Group.

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"Nonrecourse Liability" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(3) and 1.752-1(a)(2).

"OFAC" means the U.S. Office of Foreign Assets Control.

"Order" means any order, ruling, decision, verdict, decree, writ, award, judgment, injunction, or other similar determination or finding of any Governmental Body.

"Organizational Documents" means, with respect to any corporation, its articles or certificate of incorporation, memorandum or articles of association and by-laws or documents of similar substance; with respect to any limited liability company, its articles of association, articles of organization or certificate of organization, formation or association and its operating agreement or limited liability company agreement or documents of similar substance; with respect to any limited partnership, its certificate of limited partnership and partnership agreement or documents of similar substance; and with respect to any other entity, documents of similar substance to any of the foregoing.

"Outside Group" means the Parent and its Subsidiaries, other than the Company and its Subsidiaries.

"Partnership Audit Rules" means Sections 6221 through 6241 of the Code, as enacted in Public Law 114-74, as may be amended, including any final or temporary Regulations, other administrative guidance or case law interpreting Sections 6221 through 6241 of the Code (and any analogous provision of state or local tax law).

"Partnership Representative" means, with respect to any Allocation Year, the Person designated for such year as the partnership representative for the Company pursuant to section 6223(a) of the Code or with respect to the tax law of any state or foreign jurisdiction, as a representative pursuant to a provision of law of such state or foreign jurisdiction corresponding to Section 6223(a) of the Code and shall also include the Person through whom a Partnership Representative acts.

"Percentage Interest" means, in respect of any Member, their relative ownership in the Membership Interests, expressed as a percentage, which shall be deemed to be equal to the number of Membership Interests that such Member owns divided by the total number of Membership Interests then outstanding.

"Permitted Transferee" means, with respect to the NiSource Member or either Investor Member, (a) a directly or indirectly wholly owned Subsidiary of such Member, (b) an Affiliate of such Member of which such Member is, directly or indirectly, a wholly owned Subsidiary (an "Affiliate Parent"), or (c) an Affiliate of such Member that is a wholly owned Subsidiary of an Affiliate Parent.

"Persons" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Body.

"Preemptive Right Share" means a ratio of (a) the number of Membership Interests held by such Member with Preemptive Rights, to (b) the total number of Membership Interests then outstanding immediately prior to the issuance of New Securities giving rise to the Preemptive Rights.

"President" means the President of NIPSCO.

"Profits" and "Losses" mean, for each Allocation Year, an amount equal to the Company's taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses," shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (b) or clause (c) of the definition of "Gross Asset Value," the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(d) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation;

(e) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(f) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(g) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.7 or Section 5.8 shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Section 5.7 and Section 5.8 shall be determined by applying rules analogous to those set forth in clause (a) through clause (f) of this definition

"Prohibited Competitor" means (i) any Competitor listed on Appendix (A) hereto, as may be updated from time to time in accordance with Section 6.3(b) and (ii) any person owned or controlled by an entity existing under the laws of a country or territory that is subject to, or a target of, any Sanctions.

"PSA" means the Purchase and Sale Agreement, dated June 17, 2023, as amended by that certain Amendment No. 1 to Purchase and Sale Agreement, dated July 6, 2023, in each case, by and among the Company, the NiSource Member and the BIP Investor Member.

"Qualified Designee" means (i) with respect to NiSource Member, an employee of Parent or its Affiliates that is an officer of any such entity and (ii) with respect to BIP Investor Member, an employee of the BIP Investor Member or its parent company that is an officer or comparable position of such entity or is otherwise affiliated with such entity; provided, that a "Qualified Designee" shall not include any Person so long as such Person is (a) a director, officer, employee, or other Person affiliated with a Prohibited Competitor or (b) any Person convicted by a court or equivalent tribunal of any felony (or equivalent crime in the applicable jurisdiction) or of any misdemeanor (or equivalent crime in the applicable jurisdiction) that involves financial dishonesty or moral turpitude, or (c) any Person that would create a material reputational risk to the Company based on a good faith determination by the Board.

"Qualified Transferee" means any Person so long as such Person is (i) an asset manager with "assets under management" (as such term is commonly defined in the private equity industry) of at least $5,000,000,000, (ii) a Person with its equity interests listed on a nationally recognized stock exchange which has a market capitalization of at least $5,000,000,000 or (iii) a Person that based on its most recent audited balance sheet has at least $5,000,000,000 of assets, and/or in all cases, is in the good faith determination of the Board of being financially capable of carrying out the obligations and promptly paying all liabilities as they become due and payable under and in accordance with this Agreement and such Person is not a Prohibited Competitor; provided, that a Person that consummated a foreclosure pursuant to Section 6.2(b) shall be deemed a Qualified Transferee.

"Qualifying Core Assets" means assets utilized in connection with the conduct of the Company's and its Subsidiaries' business on which the Company reasonably expects (a) that it or its Subsidiaries will be eligible to include in the applicable rate base, and to earn a return on through rates approved by the IURC, FERC (or such other applicable Governmental Body that may then be applicable) that are commercially reasonable (to be determined by the Board in good faith) and are not otherwise inconsistent with such applicable Governmental Body (as the case may be) rate precedent or (b) which are reasonably necessary (as determined by the Board in good faith) for the Company's and its Subsidiaries' performance under the GenCo Offtake Agreements in accordance with the terms thereof. For the avoidance of doubt, "Qualifying Core Assets" shall also include (i) necessary or ancillary expenses to support such assets (including working capital) and (ii) assets approved by the IURC for recovery through a "special contract" entered into by NIPSCO or similar arrangement (including any tariff).

"Rate Base Amount" means an amount equal to the net utility plant of the Company and its Subsidiaries, taken as a whole as determined based on the most recently filed FERC Form 1s for the Company and each of its Subsidiaries.

"Representatives" means the directors, officers, employees, agents and Advisors of a Party.

"Sanctioned Country" means a country or territory that is the target of comprehensive Sanctions (currently, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, and the so-called Donetsk and Luhansk People's Republics in eastern Ukraine).

"Sanctioned Person" means, (a) any Person listed in any Sanctions-related list of designated Persons maintained by a Governmental Body described in the definition of "Sanctions," (b) any Person operating, organized, domiciled or resident in a Sanctioned Country, (c) the government of, or a

Governmental Body or government official of, any Sanctioned Country or of Venezuela, or (d) any Person directly or indirectly owned or otherwise controlled by, acting for or on behalf of, or acting at the direction of, any such Person described in clauses (a), (b), or (c).

"Sanctions" means any trade or economic sanctions imposed, administered or enforced from time to time by OFAC, the U.S. Department of State, His Majesty's Treasury, the United Nations, the European Union or any agency or subdivision of any of the foregoing, including any regulations, rules and executive orders issued in connection therewith.

"Securities Act" has the meaning set forth in the definition of "Excluded Membership Interests".

"Senior Officers" means with respect to the NiSource Member, the Chief Executive Officer of the Parent, and with respect to the Investor Members, the Global Head of Infrastructure of Blackstone Inc.

"Spin Return Threshold" means the Investor Return Threshold and the MOIC Return Threshold.

"Subsidiary" means, with respect to any Person, any entity of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, limited liability company, association or other entity or is or controls the managing director or general partner of such partnership, limited liability company, association or other business entity.

"Tag Portion" means an amount of Membership Interests equal to the specified quantity of Tag-Along Offered Membership Interests multiplied by the applicable Investor Member's Percentage Interest.

"Target Performance Management Net Income" means the financial model output reflected in the "Net Income – Controlling Interests – GAAP" row of the .PDF labeled "Project Blue – Seller Model and Non-GAAP Policy.pdf" and attached to an email from the BIP Investor Member's counsel to the NiSource Member's counsel copying Representatives of the BIP Investor Member and the NiSource Member on December 28, 2023 at 4:16 p.m. Eastern Standard Time.

"Tax" or "Taxes" means any federal, state, local or foreign taxes, including income, gross receipts, capital stock, capital gains, franchise, profits, license, withholding, payroll, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, excise, transfer, value added, import, export, alternative minimum, estimated or other tax, duty, assessment or governmental charge in the nature of a tax, including any interest, penalty or addition thereto.

"Tax Return" means any return, claim for refund, report, election, form, statement or information return relating to Taxes, including any schedule or attachment thereto, and including any amendments thereof.

"Third Party" means, with respect to a Member, another Person that is not another Member or an Affiliate of a Member.

"Transfer" shall mean, with respect to the legal or beneficial ownership of any of a Member's Membership Interests, any sale, assignment, transfer, pledge, encumbrance, hypothecation or other similar arrangement or disposal, directly or indirectly, whether voluntarily, involuntarily or by operation of applicable Law (through a Change in Control or otherwise) including by the entry into any contract, option or other arrangement, or the granting or imposition of any Lien, that gives any Person other than the Member, whether or not upon the occurrence or nonoccurrence of an event, the right to acquire any Membership Interests or any interest therein, to vote any Membership Interest, or to require that any Membership Interests be transferred, directly or indirectly, whether voluntarily, involuntarily or by operation of applicable Law. For the avoidance of doubt and notwithstanding the foregoing, none of the following shall constitute a Transfer: (i) a sale, assignment, transfer, or other disposition of equity interests in any Member or any direct or indirect parent of such Member in which such Member represents less than fifty percent (50%) of the Fair Market Value of all of the assets directly or indirectly held by such Member or direct or indirect parent the equity interests of which are being disposed, except in any such case as expressly set forth in Section 6.2(b), (ii) a Change in Control of the NiSource Member, (iii) indirect transfers of Membership Interests resulting solely from acquisitions and dispositions of equity interests of Blackstone Inc., Parent or their respective Affiliates on the New York Stock Exchange, (iv) Change in Control of or any other sale, assignment, transfer, or other disposition of equity interests in the Parent, (v) any direct or indirect transfer of equity interests in either Investor Member that does not result in a Change in Control of such Investor Member, and (vi) as permitted under Section 6.2(b).

"Zonal Resource Credits" shall have the meaning defined in Module E of the Midcontinent Independent System Operator (MISO) Tariff.

Section 13.17 Terms Defined Elsewhere in this Agreement. As used in this Agreement, the following terms shall have the meanings ascribed to them in the sections indicated:

| **Term** | **Section** |
|---|---|
| AAA | Section 13.13(a) |
| Affiliate Agreement Default | Section 2.14(c) |
| Affiliate Agreement Default Notice | Section 2.14(c) |
| Affiliate Agreements | Section 2.14(a) |
| Agreement | Preamble |
| BIP Investor Member | Preamble |
| Blocker Seller | Section 6.7 |
| Board | Section 2.1 |
| Board Observer | Section 2.13 |
| Call Consummation Period | Section 5.1(e) |
| Call Exercise Price | Section 5.1(e) |
| Call Notice | Section 5.1(e) |
| Call Right | Section 5.1(e) |
| Capital Request Funding Date | Section 5.1(a) |
| Capital Request Notice | Section 5.1(a) |
| Company | Preamble |
| Company Business | Section 1.3(a) |
| Confidential Information | Section 9.6(a) |
| Contributing Member | Section 5.1(b)(ii) |
| Contribution Unfunded Amount Notice | Section 5.1(b) |

| | |
|---|---|
| Corporate Opportunity | Section 9.3(b) |
| Cure Period | Section 5.1(e) |
| Defaulting Member | Section 4.2 |
| Designated Alternate | Section 2.2(e) |
| Directors | Section 2.1 |
| Drag-Along Buyer | Section 6.5(a) |
| Drag-Along Notice | Section 6.5(b) |
| Drag-Along Right | Section 6.5(a) |
| Drag-Along Sale | Section 6.5(a) |
| Event of Default | Section 4.1 |
| Event of Dissolution | Section 4.3(a) |
| Excess Contribution | Section 5.1(b)(i) |
| Fund Indemnitees | Section 11.7 |
| Fund Indemnitors | Section 11.7 |
| Independent Evaluator | Section 13.15 |
| Investment Closing Date | Recitals |
| Investor Directors | Section 2.2(b) |
| Investor Members | Preamble |
| Investor Return Thresholds | Section 6.5(h) |
| Lock-Up Period | Section 6.1(b) |
| Mandatory Capital Contribution | Section 5.1(a) |
| Measurement Period | Schedule 2 |
| MOIC Return Threshold | Section 6.5(h) |
| NIPSCO | Section 2.14(b) |
| NiSource Directors | Section 2.2(d) |
| NiSource Member | Preamble |
| NiSource Notes | Section 2.14(b) |
| NiSource Shortfall Amount | Section 5.1(g) |
| Non-Transferring Member | Section 6.3(a) |
| Over-Contributing Member | Section 5.1(b)(i) |
| Parent | Preamble |
| Partnership Representative | Section 10.2 |
| Party | Preamble |
| Preemptive Right | Section 7.1 |
| Preemptive Right Notice Period | Section 7.1 |
| Preemptive Right Participation Notice | Section 7.1 |
| Pro Rata Request Amount | Section 5.1(a) |
| Regulatory Allocations | Section 5.7(h) |
| Response To Capital Call | Section 5.1(a) |
| Sale Notice | Section 6.3(a)(i) |
| Sale Period | Section 6.3(a)(ii) |
| Seller Model | Schedule 2 |
| Senior Management Termination Event | Schedule 2 |
| Senior Management Member | Schedule 2 |
| Subject Membership Interests | Section 6.3(a) |

| | |
|---|---|
| Tag-Along Buyer | Section 6.4(a) |
| Tag-Along Notice | Section 6.4(a) |
| Tag-Along Offered Membership Interests | Section 6.4(a) |
| Tag-Along Sale | Section 6.4(a) |
| Total Number of Directors | Section 2.2(a) |
| Transferring Member | Section 6.3(a) |
| Unfunded Amount | Section 5.1(b) |
| Unfunded Amount Loan | Section 5.1(b)(ii)(A) |
| VCOC Investment Date | Preamble |
| VCOC Investor Member | Preamble |

Section 13.18 Other Definitional Provisions. The following shall apply to this Agreement:

(a) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement shall control.

(b) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, schedule and exhibit references contained in this Agreement are references to sections, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” shall be equivalent to the use of the term “and/or.”

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day. In addition, notwithstanding any deadline for payment, performance, notice or election under this Agreement, if such deadline falls on a date that is not a Business Day, then the deadline for such payment, performance, notice or election will be extended to the next succeeding Business Day.

(e) Words denoting any gender shall include all genders, including the neutral gender. Where a word is defined herein, references to the singular shall include references to the plural and vice versa.

(f) The word “will” will be construed to have the same meaning and effect as the word “shall”. The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(g) All references to “$” and dollars shall be deemed to refer to United States currency unless otherwise specifically provided.

(h) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(i) Any reference to any Contract shall be a reference to such agreement or Contract, as amended, amended and restated, modified, supplemented or waived.

(j) Any reference to any particular Code section or any Law shall be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided, that, for the purposes of the representations and warranties contained herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any

Code section or Law, the reference to such Code section or Law means such Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(k) For all purposes of this Agreement (including the determination of a Member's Percentage Interest and its entitlement, if applicable, to designate one or more Directors), such Member and its Permitted Transferees shall be deemed to be, and shall be treated as, one and the same Member.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

**The Company:**

NIPSCO Holdings II LLC

By: /s/ Shawn Anderson
Name: Shawn Anderson
Title: President and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

**NiSource Member:**

NIPSCO Holdings I LLC

By: /s/ Shawn Anderson
Name: Shawn Anderson
Title: President and Chief Financial Officer

Solely with respect to Article VI:

**Parent:**

NiSource Inc.

By: /s/ Shawn Anderson
Name: Shawn Anderson
Title: Executive Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

**BIP Investor Member:**

BIP Blue Buyer L.L.C.

By: BIP Holdings Manager L.L.C., its managing member

By: /s/ Sebastien Sherman
Name: Sebastien Sherman
Title: Senior Managing Director

**VCOC Investor Member:**

BIP Blue Buyer VCOC L.L.C.

By: BIP Holdings Manager L.L.C., its managing member

By: /s/ Sebastien Sherman
Name: Sebastien Sherman
Title: Senior Managing Director

**Schedule 1**

**Schedule of Members**

Schedule 1

**Senior Management Termination Event**

**Appendix A**

PROHIBITED COMPETITORS

**Exhibit 31.1**

## Certification Pursuant to
## Section 302 of the Sarbanes-Oxley Act of 2002

I, Lloyd M. Yates, certify that:

1. I have reviewed this Quarterly Report of NiSource Inc. on Form 10-Q of NiSource Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: October 29, 2025

By: /s/ Lloyd M. Yates

Lloyd M. Yates
President and Chief Executive Officer

**Exhibit 31.2**

# Certification Pursuant to
# Section 302 of the Sarbanes-Oxley Act of 2002

I, Shawn Anderson, certify that:

1. I have reviewed this Quarterly Report of NiSource Inc. on Form 10-Q of NiSource Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2025

By: /s/ Shawn Anderson
Shawn Anderson
Executive Vice President and Chief Financial Officer

**Exhibit 32.1**

**Certification Pursuant to**
**Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of NiSource Inc. (the "Company") on Form 10-Q for the year ending September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lloyd M. Yates, Chief Executive Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Lloyd M. Yates

Lloyd M. Yates
President and Chief Executive Officer

Date: October 29, 2025

**Exhibit 32.2**

**Certification Pursuant to**
**Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of NiSource Inc. (the “Company”) on Form 10-Q for the year ending September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Shawn Anderson, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Shawn Anderson

Shawn Anderson
Executive Vice President and Chief Financial Officer

Date: October 29, 2025