

UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

**FORM 10-Q**

(Mark One)



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 \_\_\_\_\_

Registrant, State of Incorporation or Organization,

Address of Principal Executive Offices, Zip Code and Telephone Number

IRS Employer Identification No.



Commission File Number

1-32853

**DUKE ENERGY CORPORATION**

20-2777218

(a Delaware corporation)  
525 South Tryon Street  
Charlotte, North Carolina 28202  
800-488-3853

1-4928

**DUKE ENERGY CAROLINAS, LLC**

56-0205520

(a North Carolina limited liability company)  
525 South Tryon Street  
Charlotte, North Carolina 28202  
800-488-3853

1-15929

**PROGRESS ENERGY, INC.**

56-2155481

(a North Carolina corporation)  
411 Fayetteville Street  
Raleigh, North Carolina 27601  
800-488-3853

1-3382

**DUKE ENERGY PROGRESS, LLC**

56-0165465

(a North Carolina limited liability company)  
411 Fayetteville Street  
Raleigh, North Carolina 27601  
800-488-3853

1-3274

**DUKE ENERGY FLORIDA, LLC**

59-0247770

(a Florida limited liability company)  
299 First Avenue North  
St. Petersburg, Florida 33701  
800-488-3853

1-1232

**DUKE ENERGY OHIO, INC.**

31-0240030

(an Ohio corporation)  
139 East Fourth Street  
Cincinnati, Ohio 45202  
800-488-3853

1-3543

**DUKE ENERGY INDIANA, LLC**

35-0594457

(an Indiana limited liability company)  
1000 East Main Street  
Plainfield, Indiana 46168  
800-488-3853

1-6196

**PIEDMONT NATURAL GAS COMPANY, INC.**

56-0556998

(a North Carolina corporation)  
525 South Tryon Street  
Charlotte, North Carolina 28202  
800-488-3853

## SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

Name of each exchange onRegistrant Title of each class Trading symbols which registered

Duke Energy Common Stock, \$0.001 par value DUK New York Stock Exchange LLC

Duke Energy 5.625% Junior Subordinated Debentures due DUKB New York Stock Exchange LLC  
September 15, 2078Duke Energy Depositary Shares, each representing a 1/1,000th DUK PR A New York Stock Exchange LLC  
interest in a share of 5.75% Series A Cumulative  
Redeemable Perpetual Preferred Stock, par value  
\$0.001 per share

Duke Energy 3.10% Senior Notes due 2028 DUK 28A New York Stock Exchange LLC

Duke Energy 3.85% Senior Notes due 2034 DUK 34 New York Stock Exchange LLC

Duke Energy 3.75% Senior Notes due 2031 DUK 31A New York Stock Exchange LLC

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.

Duke Energy Corporation (Duke Energy)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Duke Energy Florida, LLC (Duke Energy Florida)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Duke Energy Carolinas, LLC (Duke Energy Carolinas)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Duke Energy Ohio, Inc. (Duke Energy Ohio)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Progress Energy, Inc. (Progress Energy)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Duke Energy Indiana, LLC (Duke Energy Indiana)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Duke Energy Progress, LLC (Duke Energy Progress)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Piedmont Natural Gas Company, Inc. (Piedmont)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

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).

Duke Energy	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Duke Energy Florida	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Duke Energy Carolinas	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Duke Energy Ohio	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Progress Energy	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Duke Energy Indiana	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Duke Energy Progress	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Piedmont	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

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.

Duke Energy	Large Accelerated Filer <input checked="" type="checkbox"/>	Accelerated filer <input type="checkbox"/>	Non-accelerated Filer <input type="checkbox"/>	Smaller reporting company <input type="checkbox"/>	Emerging growth company <input type="checkbox"/>
Duke Energy Carolinas	Large Accelerated Filer <input type="checkbox"/>	Accelerated filer <input type="checkbox"/>	Non-accelerated Filer <input checked="" type="checkbox"/>	Smaller reporting company <input type="checkbox"/>	Emerging growth company <input type="checkbox"/>
Progress Energy	Large Accelerated Filer <input type="checkbox"/>	Accelerated filer <input type="checkbox"/>	Non-accelerated Filer <input checked="" type="checkbox"/>	Smaller reporting company <input type="checkbox"/>	Emerging growth company <input type="checkbox"/>
Duke Energy Progress	Large Accelerated Filer <input type="checkbox"/>	Accelerated filer <input type="checkbox"/>	Non-accelerated Filer <input checked="" type="checkbox"/>	Smaller reporting company <input type="checkbox"/>	Emerging growth company <input type="checkbox"/>
Duke Energy Florida	Large Accelerated Filer <input type="checkbox"/>	Accelerated filer <input type="checkbox"/>	Non-accelerated Filer <input checked="" type="checkbox"/>	Smaller reporting company <input type="checkbox"/>	Emerging growth company <input type="checkbox"/>
Duke Energy Ohio	Large Accelerated Filer <input type="checkbox"/>	Accelerated filer <input type="checkbox"/>	Non-accelerated Filer <input checked="" type="checkbox"/>	Smaller reporting company <input type="checkbox"/>	Emerging growth company <input type="checkbox"/>
Duke Energy Indiana	Large Accelerated Filer <input type="checkbox"/>	Accelerated filer <input type="checkbox"/>	Non-accelerated Filer <input checked="" type="checkbox"/>	Smaller reporting company <input type="checkbox"/>	Emerging growth company <input type="checkbox"/>
Piedmont	Large Accelerated Filer <input type="checkbox"/>	Accelerated filer <input type="checkbox"/>	Non-accelerated Filer <input checked="" type="checkbox"/>	Smaller reporting company <input type="checkbox"/>	Emerging growth company <input type="checkbox"/>

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).

Duke Energy	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Duke Energy Florida	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Duke Energy Carolinas	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Duke Energy Ohio	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Progress Energy	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Duke Energy Indiana	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Duke Energy Progress	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Piedmont	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Number of shares of common stock outstanding at October 31, 2025:

<b>Registrant</b>	<b>Description</b>	<b>Shares</b>
Duke Energy	Common stock, \$0.001 par value	777,661,224
Duke Energy Carolinas	All of the registrant's limited liability company member interests are directly owned by Duke Energy.	N/A
Progress Energy	All of the registrant's common stock is directly owned by Duke Energy.	100
Duke Energy Progress	All of the registrant's limited liability company member interests are indirectly owned by Duke Energy.	N/A
Duke Energy Florida	All of the registrant's limited liability company member interests are indirectly owned by Duke Energy.	N/A
Duke Energy Ohio	All of the registrant's common stock is indirectly owned by Duke Energy.	89,663,086
Duke Energy Indiana	All of the registrant's limited liability company member interests are owned by a Duke Energy subsidiary that is 80.1% indirectly owned by Duke Energy.	N/A
Piedmont	All of the registrant's common stock is directly owned by Duke Energy.	100

This combined Form 10-Q is filed separately by eight registrants: Duke Energy, Duke Energy Carolinas, Progress Energy, Duke Energy Progress, Duke Energy Florida, Duke Energy Ohio, Duke Energy Indiana and Piedmont (collectively the Duke Energy Registrants). Information contained herein relating to any individual registrant is filed by such registrant solely on its own behalf. Each registrant makes no representation as to information relating exclusively to the other registrants.

Duke Energy Carolinas, Progress Energy, Duke Energy Progress, Duke Energy Florida, Duke Energy Ohio, Duke Energy Indiana and Piedmont meet the conditions set forth in General Instructions H(1)(a) and (b) of Form 10-Q and are therefore filing this form with the reduced disclosure format specified in General Instructions H(2) of Form 10-Q.

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**Glossary of Terms**

The following terms or acronyms used in this Form 10-Q are defined below:

Term or Acronym	Definition
2015 CCR Rule	A 2015 EPA rule establishing national regulations to provide a comprehensive set of requirements for the management and disposal of CCR from coal-fired power plants
2024 CCR Rule	The EPA's Legacy CCR Surface Impoundments rule issued in April 2024 under the Resource Conservation and Recovery Act, which significantly expands the scope of the 2015 CCR Rule
AFUDC	Allowance for funds used during construction
Bison	Bison Insurance Company Limited
Brookfield	Brookfield Renewable Partners L.P.
CC	Combined Cycle
CCR	Coal Combustion Residuals
CECPNC	Certificate of Environmental Compatibility and Public Convenience and Necessity
CFIUS	The Committee on Foreign Investments in the United States
CPCN	Certificate of Public Convenience and Necessity
the Company	Duke Energy Corporation and its subsidiaries
Commercial Renewables Disposal Groups	Commercial Renewables business segment, excluding the offshore wind contract for Carolina Long Bay, separated into the utility-scale solar and wind group, the distributed generation group and the remaining assets
COVID	Coronavirus Disease 2019
CRC	Cinergy Receivables Company, LLC
Crystal River Unit 3	Crystal River Unit 3 Nuclear Plant
CT	Combustion Turbine
CWIP	Construction Work in Progress
DEFR	Duke Energy Florida Receivables, LLC
DEPR	Duke Energy Progress Receivables, LLC
DERF	Duke Energy Receivables Finance Company, LLC
Duke Energy	Duke Energy Corporation (collectively with its subsidiaries)
Duke Energy Ohio	Duke Energy Ohio, Inc.
Duke Energy Progress	Duke Energy Progress, LLC
Duke Energy Carolinas	Duke Energy Carolinas, LLC
Duke Energy Florida	Duke Energy Florida, LLC
Duke Energy Indiana	Duke Energy Indiana, LLC
Duke Energy Kentucky	Duke Energy Kentucky, Inc.
Duke Energy Registrants	Duke Energy, Duke Energy Carolinas, Progress Energy, Duke Energy Progress, Duke Energy Florida, Duke Energy Ohio, Duke Energy Indiana and Piedmont
EDIT	Excess deferred income tax
EPA	United States Environmental Protection Agency
EPS	Earnings (Loss) Per Share
ETR	Effective tax rate
EU&I	Electric Utilities and Infrastructure
Exchange Act	Securities Exchange Act of 1934
FERC	Federal Energy Regulatory Commission
Florida Progress	Florida Progress, LLC
FPSC	Florida Public Service Commission
FTR	Financial transmission rights

GAAP	Generally accepted accounting principles in the U.S.
GAAP Reported Earnings	Net Income Available to Duke Energy Corporation Common Stockholders
GAAP Reported EPS	Basic Earnings Per Share Available to Duke Energy Corporation common stockholders
GHG	Greenhouse Gas
GU&I	Gas Utilities and Infrastructure
GWh	Gigawatt-hours
HB951	The Energy Solutions for North Carolina, or House Bill 951, passed in October 2021
HSR	Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended
IRA	Inflation Reduction Act
IRS	Internal Revenue Service
IURC	Indiana Utility Regulatory Commission
JDA	Joint Dispatch Agreement
KPSC	Kentucky Public Service Commission
LLC	Limited Liability Company
MTBE	Methyl tertiary butyl ether
MW	Megawatt
MWh	Megawatt-hour
MYRP	Multiyear rate plan
NCI	Noncontrolling Interests
NCUC	North Carolina Utilities Commission
NMC	National Methanol Company
NPNS	Normal purchase/normal sale
NRC	U.S. Nuclear Regulatory Commission
Oconee	Oconee Nuclear Station
OPEB	Other Post-Retirement Benefit Obligations
OVEC	Ohio Valley Electric Corporation
the Parent	Duke Energy Corporation holding company
Piedmont	Piedmont Natural Gas Company, Inc.
Piedmont Tennessee Disposal Group	Piedmont's Tennessee business, a natural gas local distribution company included in a purchase agreement with Spire Inc.
PJM	PJM Interconnection LLC.
Progress Energy	Progress Energy, Inc.
PSCSC	Public Service Commission of South Carolina
PTC	Production Tax Credit
PUCO	Public Utilities Commission of Ohio
Robinson	Robinson Nuclear Plant
RTO	Regional Transmission Organization
SPP	Storm Protection Plan
Subsidiary Registrants	Duke Energy Carolinas, Progress Energy, Duke Energy Progress, Duke Energy Florida, Duke Energy Ohio, Duke Energy Indiana and Piedmont
TPUC	Tennessee Public Utility Commission
U.S.	United States
U.S. Supreme Court	Supreme Court of the United States
VIE	Variable Interest Entity

**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION**

This document includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements are based on management's beliefs and assumptions and can often be identified by terms and phrases that include "anticipate," "believe," "intend," "estimate," "expect," "continue," "should," "could," "may," "plan," "project," "predict," "will," "potential," "forecast," "target," "guidance," "outlook" or other similar terminology. Various factors may cause actual results to be materially different than the suggested outcomes within forward-looking statements; accordingly, there is no assurance that such results will be realized. These factors include, but are not limited to:

- The ability to implement our business strategy, including meeting forecasted load growth demand, grid and fleet modernization objectives, and our carbon emission reduction goals, while balancing customer reliability and affordability;
- State, federal and foreign legislative and regulatory initiatives, including costs of compliance with existing and future environmental requirements and/or uncertainty of applicability or changes to such legislative and regulatory initiatives, including those related to climate change, as well as rulings that affect cost and investment recovery or have an impact on rate structures or market prices;
- The extent and timing of costs and liabilities to comply with federal and state laws, regulations and legal requirements related to coal ash remediation, including amounts for required closure of certain ash impoundments, are uncertain and difficult to estimate;
- The ability to timely recover eligible costs, including amounts associated with coal ash impoundment retirement obligations, asset retirement and construction costs related to carbon emissions reductions, and costs related to significant weather events, and to earn an adequate return on investment through rate case proceedings and the regulatory process;
- The costs of decommissioning nuclear facilities could prove to be more extensive than amounts estimated and all costs may not be fully recoverable through the regulatory process;
- The impact of extraordinary external events, such as a global pandemic, trade wars or military conflict, and their collateral consequences, including the disruption of global supply chains or the economic activity in our service territories;
- Costs and effects of legal and administrative proceedings, settlements, investigations and claims;
- Industrial, commercial and residential decline in service territories or customer bases resulting from sustained downturns of the economy, storm damage, reduced customer usage due to cost pressures from inflation, tariffs, or fuel costs, worsening economic health of our service territories, reductions in customer usage patterns, or lower than anticipated load growth, particularly if usage of electricity by data centers is less than currently projected, energy efficiency efforts, natural gas building and appliance electrification, and use of alternative energy sources, such as self-generation and distributed generation technologies;
- Federal and state regulations, laws and other efforts designed to promote and expand the use of energy efficiency measures, natural gas electrification, and distributed generation technologies, such as private solar and battery storage, in Duke Energy service territories could result in a reduced number of customers, excess generation resources as well as stranded costs;
- Advancements in technology, including artificial intelligence;
- Additional competition in electric and natural gas markets, municipalization and continued industry consolidation;
- The influence of weather and other natural phenomena on operations, financial position, and cash flows, including the economic, operational and other effects of severe storms, hurricanes, droughts, earthquakes and tornadoes, including extreme weather associated with climate change;
- Changing or conflicting investor, customer and other stakeholder expectations and demands, particularly regarding environmental, social and governance matters and costs related thereto;
- The ability to successfully operate electric generating facilities and deliver electricity to customers including direct or indirect effects to the Company resulting from an incident that affects the United States electric grid or generating resources;
- Operational interruptions to our natural gas distribution and transmission activities;
- The availability of adequate interstate pipeline transportation capacity and natural gas supply;
- The impact on facilities and business from a terrorist or other attack, war, vandalism, cybersecurity threats, data security breaches, operational events, information technology failures or other catastrophic events, such as severe storms, fires, explosions, pandemic health events or other similar occurrences;
- The inherent risks associated with the operation of nuclear facilities, including environmental, health, safety, regulatory and financial risks, including the financial stability of third-party service providers;
- The timing and extent of changes in commodity prices, including any impact from increased tariffs, export controls and interest rates, and the ability to timely recover such costs through the regulatory process, where appropriate, and their impact on liquidity positions and the value of underlying assets;
- The results of financing efforts, including the ability to obtain financing on favorable terms, which can be affected by various factors, including credit ratings, interest rate fluctuations, compliance with debt covenants and conditions, an individual utility's generation portfolio, and general market and economic conditions;
- Credit ratings of the Duke Energy Registrants may be different from what is expected;
- Declines in the market prices of equity and fixed-income securities and resultant cash funding requirements for defined benefit pension plans, other post-retirement benefit plans and nuclear decommissioning trust funds;

- Construction and development risks associated with the completion of the Duke Energy Registrants' capital investment projects, including risks related to financing, timing and receipt of necessary regulatory approvals, obtaining and complying with terms of permits, meeting construction budgets and schedules and satisfying operating and environmental performance standards, as well as the ability to recover costs from customers in a timely manner, or at all;
- Changes in rules for regional transmission organizations, including changes in rate designs and new and evolving capacity markets, and risks related to obligations created by the default of other participants;
- The ability to control operation and maintenance costs;
- The level of creditworthiness of counterparties to transactions;
- The ability to obtain adequate insurance at acceptable costs and recover on claims made;
- Employee workforce factors, including the potential inability to attract and retain key personnel;
- The ability of subsidiaries to pay dividends or distributions to Duke Energy Corporation holding company (the Parent);
- The performance of projects undertaken by our businesses and the success of efforts to invest in and develop new opportunities;
- The effect of accounting and reporting pronouncements issued periodically by accounting standard-setting bodies and the SEC;
- The impact of United States tax legislation to our financial condition, results of operations or cash flows and our credit ratings;
- The impacts from potential impairments of goodwill or investment carrying values;
- Asset or business acquisitions and dispositions may not be consummated or yield the anticipated benefits, which could adversely affect our financial condition, credit metrics or ability to execute strategic and capital plans; and
- The actions of activist shareholders could disrupt our operations, impact our ability to execute on our business strategy, or cause fluctuations in the trading price of our common stock.

Additional risks and uncertainties are identified and discussed in the Duke Energy Registrants' reports filed with the SEC and available at the SEC's website at sec.gov. In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements might not occur or might occur to a different extent or at a different time than described. Forward-looking statements speak only as of the date they are made and the Duke Energy Registrants expressly disclaim an obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

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## ITEM 1. FINANCIAL STATEMENTS

DUKE ENERGY CORPORATION  
Condensed Consolidated Statements of Operations  
(Unaudited)

(in millions, except per share amounts)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<b>Operating Revenues</b>				
Regulated electric	\$ 8,106	\$ 7,775	\$ 22,138	\$ 21,253
Regulated natural gas	361	298	1,928	1,511
Nonregulated electric and other	75	81	233	233
<b>Total operating revenues</b>	<b>8,542</b>	<b>8,154</b>	<b>24,299</b>	<b>22,997</b>
<b>Operating Expenses</b>				
Fuel used in electric generation and purchased power	2,289	2,644	6,266	7,207
Cost of natural gas	110	70	642	380
Operation, maintenance and other	1,762	1,409	4,916	4,108
Depreciation and amortization	1,626	1,516	4,721	4,312
Property and other taxes	438	383	1,281	1,162
Impairment of assets and other charges	—	(5)	3	39
<b>Total operating expenses</b>	<b>6,225</b>	<b>6,017</b>	<b>17,829</b>	<b>17,208</b>
<b>Gains on Sales of Other Assets and Other, net</b>	<b>17</b>	<b>7</b>	<b>37</b>	<b>25</b>
<b>Operating Income</b>	<b>2,334</b>	<b>2,144</b>	<b>6,507</b>	<b>5,814</b>
<b>Other Income and Expenses</b>				
Equity in earnings of unconsolidated affiliates	16	15	38	53
Other income and expenses, net	182	166	497	502
<b>Total other income and expenses</b>	<b>198</b>	<b>181</b>	<b>535</b>	<b>555</b>
<b>Interest Expense</b>	<b>902</b>	<b>872</b>	<b>2,688</b>	<b>2,513</b>
<b>Income From Continuing Operations Before Income Taxes</b>	<b>1,630</b>	<b>1,453</b>	<b>4,354</b>	<b>3,856</b>
<b>Income Tax Expense From Continuing Operations</b>	<b>176</b>	<b>163</b>	<b>488</b>	<b>481</b>
<b>Income From Continuing Operations</b>	<b>1,454</b>	<b>1,290</b>	<b>3,866</b>	<b>3,375</b>
<b>Income (Loss) From Discontinued Operations, net of tax</b>	<b>—</b>	<b>25</b>	<b>(1)</b>	<b>12</b>
<b>Net Income</b>	<b>1,454</b>	<b>1,315</b>	<b>3,865</b>	<b>3,387</b>
<b>Less: Net Income Attributable to Noncontrolling Interests</b>	<b>33</b>	<b>34</b>	<b>81</b>	<b>68</b>
<b>Net Income Attributable to Duke Energy Corporation</b>	<b>1,421</b>	<b>1,281</b>	<b>3,784</b>	<b>3,319</b>
<b>Less: Preferred Dividends</b>	<b>14</b>	<b>39</b>	<b>41</b>	<b>92</b>
<b>Less: Preferred Redemption Costs</b>	<b>—</b>	<b>\$ 16</b>	<b>\$ 16</b>	<b>\$ 16</b>
<b>Net Income Available to Duke Energy Corporation Common Stockholders</b>	<b>\$ 1,407</b>	<b>\$ 1,226</b>	<b>\$ 3,743</b>	<b>\$ 3,211</b>
<b>Earnings Per Share – Basic and Diluted</b>				
Income from continuing operations available to Duke Energy Corporation common stockholders				
Basic and Diluted	\$ 1.81	\$ 1.57	\$ 4.81	\$ 4.16
Income from discontinued operations attributable to Duke Energy Corporation common stockholders				
Basic and Diluted	\$ —	\$ 0.03	\$ —	\$ 0.01
Net income available to Duke Energy Corporation common stockholders				
Basic and Diluted	\$ 1.81	\$ 1.60	\$ 4.81	\$ 4.17
<b>Weighted Average Shares Outstanding</b>				
Basic	778	772	777	772
Diluted	778	773	777	772

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY CORPORATION  
**Condensed Consolidated Statements of Comprehensive Income**  
(Unaudited)

(in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<b>Net Income</b>	\$ 1,454	\$ 1,315	\$ 3,865	\$ 3,387
<b>Other Comprehensive Income (Loss), net of tax<sup>(a)</sup></b>				
Pension and OPEB adjustments	1	1	1	17
Net unrealized (losses) gains on cash flow hedges	(20)	(57)	(24)	60
Reclassification into earnings from cash flow hedges	(2)	(2)	10	(3)
Net unrealized losses on fair value hedges	(6)	(3)	(41)	(24)
Unrealized gains on available-for-sale securities	2	7	4	4
<b>Other Comprehensive (Loss) Income, net of tax</b>	(25)	(54)	(50)	54
<b>Comprehensive Income</b>	1,429	1,261	3,815	3,441
<b>Less: Comprehensive Income Attributable to Noncontrolling Interests</b>	33	34	81	68
<b>Comprehensive Income Attributable to Duke Energy</b>	1,396	1,227	3,734	3,373
<b>Less: Preferred Dividends</b>	14	39	41	92
<b>Less: Preferred Redemption Costs</b>	—	16	—	16
<b>Comprehensive Income Available to Duke Energy Corporation Common Stockholders</b>	\$ 1,382	\$ 1,172	\$ 3,693	\$ 3,265

(a) Net of income tax benefit of \$7 million and \$16 million for the three months ended September 30, 2025, and 2024, respectively and income tax benefit of \$15 million and income tax expense of \$16 million for the nine months ended September 30, 2025, and 2024, respectively.

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY CORPORATION  
**Condensed Consolidated Balance Sheets**  
 (Unaudited)

(in millions)	September 30, 2025	December 31, 2024
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 688	\$ 314
Receivables (net of allowance for doubtful accounts of \$199 at 2025 and \$122 at 2024)	4,006	2,170
Receivables of VIEs (net of allowance for doubtful accounts of \$85 at 2024)	12	1,889
Receivable from sales of Commercial Renewables Disposal Groups	—	551
Inventory (includes \$550 at 2025 and \$494 at 2024 related to VIEs)	4,494	4,496
Regulatory assets (includes \$173 at 2025 and \$120 at 2024 related to VIEs)	1,977	2,739
Assets held for sale	47	96
Other (includes \$47 at 2025 and \$90 at 2024 related to VIEs)	984	695
Total current assets	12,208	12,950
<b>Property, Plant and Equipment</b>		
Cost	185,941	178,737
Accumulated depreciation and amortization	(59,246)	(57,111)
Net property, plant and equipment	126,695	121,626
<b>Other Noncurrent Assets</b>		
Goodwill	19,010	19,010
Regulatory assets (includes \$2,601 at 2025 and \$1,705 at 2024 related to VIEs)	14,077	14,220
Nuclear decommissioning trust funds	12,778	11,434
Operating lease right-of-use assets, net	1,211	1,148
Investments in equity method unconsolidated affiliates	323	353
Assets held for sale	2,106	2,095
Other	3,885	3,507
Total other noncurrent assets	53,390	51,767
<b>Total Assets</b>	<b>\$ 192,293</b>	<b>\$ 186,343</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Current Liabilities</b>		
Accounts payable (includes \$273 at 2025 and \$214 at 2024 related to VIEs)	\$ 4,191	\$ 5,436
Notes payable and commercial paper	2,885	3,584
Taxes accrued	1,141	851
Interest accrued	814	854
Current maturities of long-term debt (includes \$115 at 2025 and \$1,012 at 2024 related to VIEs)	6,452	4,349
Asset retirement obligations	592	650
Regulatory liabilities	1,229	1,421
Liabilities associated with assets held for sale	57	132
Other	2,044	2,080
Total current liabilities	19,405	19,357
<b>Long-Term Debt (includes \$2,760 at 2025 and \$1,842 at 2024 related to VIEs)</b>	<b>79,301</b>	<b>76,340</b>
<b>Other Noncurrent Liabilities</b>		
Deferred income taxes	12,271	11,424
Asset retirement obligations	9,052	9,338
Regulatory liabilities	15,377	14,521
Operating lease liabilities	1,009	957
Accrued pension and other post-retirement benefit costs	404	434
Investment tax credits	890	894
Liabilities associated with assets held for sale	167	271
Other (includes \$27 at 2024 related to VIEs)	1,790	1,551
Total other noncurrent liabilities	40,960	39,390
<b>Commitments and Contingencies</b>		
<b>Equity</b>		
Preferred stock, Series A, \$0.001 par value, 40 million depositary shares authorized and outstanding at 2025 and 2024	973	973
Common stock, \$0.001 par value, 2 billion shares authorized; 778 million and 776 million shares outstanding at 2025 and 2024	1	1
Additional paid-in capital	45,592	45,494
Retained earnings	4,718	3,431
Accumulated other comprehensive income	178	228
Total Duke Energy Corporation stockholders' equity	51,462	50,127
Noncontrolling interests	1,165	1,129
Total equity	52,627	51,256
<b>Total Liabilities and Equity</b>	<b>\$ 192,293</b>	<b>\$ 186,343</b>

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY CORPORATION  
**Condensed Consolidated Statements of Cash Flows**  
(Unaudited)

(in millions)	Nine Months Ended September 30,		
	2025	2024	
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net income	\$ 3,865	\$ 3,387	
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation, amortization and accretion (including amortization of nuclear fuel)	5,744	4,792	
Equity component of AFUDC	(236)	(173)	
Losses on sales of Commercial Renewables Disposal Groups	4	22	
Gains on sales of other assets	(37)	(25)	
Impairment of assets and other charges	3	39	
Deferred income taxes	940	369	
Equity in earnings of unconsolidated affiliates	(38)	(53)	
Contributions to qualified pension plans	—	(100)	
Payments for asset retirement obligations	(374)	(417)	
(A)crease in			
Net realized and unrealized mark-to-market and hedging transactions	—	35	
Receivables	83	(22)	
Inventory	15	(36)	
Other current assets	(456)	742	
Increase (decrease) in			
Accounts payable	(1,308)	90	
Taxes accrued	295	202	
Other current liabilities	(224)	(291)	
Other assets	(44)	154	
Other liabilities	440	236	
Net cash provided by operating activities	8,672	8,951	
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Capital expenditures	(9,881)	(9,191)	
Contributions to equity method investments	—	(8)	
Purchases of debt and equity securities	(7,096)	(3,380)	
Proceeds from sales and maturities of debt and equity securities	7,200	3,450	
Net proceeds from the sales of Commercial Renewables Disposal Groups	559	—	
Other	(758)	(722)	
Net cash used in investing activities	(9,976)	(9,851)	
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Proceeds from:			
Issuance of long-term debt	9,432	7,760	
Issuance of common stock	16	26	
Redemption of preferred stock	—	(1,000)	
Payments for the redemption of long-term debt	(4,626)	(2,833)	
Proceeds from the issuance of short-term debt with original maturities greater than 90 days	—	552	
Payments for the redemption of short-term debt with original maturities greater than 90 days	(5)	(1,025)	
Notes payable and commercial paper	(819)	(42)	
Contributions from noncontrolling interests	—	47	
Dividends paid	(2,455)	(2,411)	
Other	79	(84)	
Net cash provided by financing activities	1,622	990	
Net increase in cash, cash equivalents and restricted cash	318	90	
<b>Cash, cash equivalents and restricted cash at beginning of period</b>	421	357	
<b>Cash, cash equivalents and restricted cash at end of period</b>	\$ 739	\$ 447	
<b>Supplemental Disclosures:</b>			
Significant non-cash transactions:			
Accrued capital expenditures	\$ 2,090	\$ 1,604	

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY CORPORATION  
**Condensed Consolidated Statements of Changes in Equity**  
(Unaudited)

	Three Months Ended September 30, 2024 and 2025											
	Accumulated Other Comprehensive Income (Loss)											
	Net Unrealized (Losses) Gains on Available-for-Sale-Securities											
	Gains				Duke Energy Corporation				Non-Controlling Interests			
(in millions)	Preferred Stock	Common Stock Shares	Common Stock	Additional Paid-in Capital	Retained Earnings	Hedges <sup>(a)</sup>	on Available-for-Sale-Securities	Pension and OPEB Stockholders' Adjustments	Equity			Total Equity
<b>Balance at June 30, 2024</b>	\$ 1,962	772	\$ 1	\$ 45,007	\$ 2,635	\$ 193	\$ (18)	\$ (73)	\$ 49,707	\$ 1,099	\$ 50,806	
Net income <sup>(c)</sup>	—	—	—	—	1,226	—	—	—	—	1,226	34	1,260
Other comprehensive (loss) income	—	—	—	—	—	(62)	7	1	(54)	—	(54)	—
Common stock issuances, including dividend reinvestment and employee benefits	—	—	—	53	—	—	—	—	—	53	—	53
Preferred stock, Series B, redemption	(989)	—	—	—	—	—	—	—	—	(989)	—	(989)
Common stock dividends	—	—	—	—	(806)	—	—	—	—	(806)	—	(806)
Distributions to noncontrolling interest in subsidiaries	—	—	—	—	—	—	—	—	—	—	(18)	(18)
Other	—	—	—	—	(3)	—	—	(1)	(4)	—	1	(3)
<b>Balance at September 30, 2024</b>	\$ 973	772	\$ 1	\$ 45,060	\$ 3,052	\$ 131	\$ (11)	\$ (73)	\$ 49,133	\$ 1,116	\$ 50,249	
<b>Balance at June 30, 2025</b>	\$ 973	778	\$ 1	\$ 45,573	\$ 4,141	\$ 299	\$ (15)	\$ (81)	\$ 50,891	\$ 1,139	\$ 52,030	
Net income <sup>(c)</sup>	—	—	—	—	1,407	—	—	—	—	1,407	33	1,440
Other comprehensive (loss) income	—	—	—	—	—	(28)	2	1	(25)	—	(25)	—
Common stock issuances, including dividend reinvestment and employee benefits	—	—	—	20	—	—	—	—	—	20	—	20
Common stock dividends	—	—	—	—	(831)	—	—	—	—	(831)	—	(831)
Distributions to noncontrolling interest in subsidiaries	—	—	—	—	—	—	—	—	—	—	(7)	(7)
Other	—	—	—	(1)	1	—	—	—	—	—	—	—
<b>Balance at September 30, 2025</b>	\$ 973	778	\$ 1	\$ 45,592	\$ 4,718	\$ 271	\$ (13)	\$ (80)	\$ 51,462	\$ 1,165	\$ 52,627	

See Notes to Condensed Consolidated Financial Statements

**DUKE ENERGY CORPORATION**  
**Condensed Consolidated Statements of Changes in Equity**  
(Uunaudited)

	Nine Months Ended September 30, 2024 and 2025												
	Accumulated Other Comprehensive Income (Loss)												
													Duke Energy Corporation
	Preferred Stock	Common Stock Shares	Common Stock	Additional Paid-in Capital	Retained Earnings	on Hedges <sup>(a)</sup>	Gains (Losses)	Net on Available-for-Sale-Securities	Unrealized Gains (Losses)	Pension and OPEB Adjustments	Stockholders' Equity	controlling Interests	
(in millions)													
<b>Balance at December 31, 2023</b>	\$ 1,962	771	\$ 1	\$ 44,920	\$ 2,235	\$ 98	\$ (15)	\$ (89)	\$ 49,112	\$ 1,075	\$ 50,187		
Net income <sup>(c)</sup>	—	—	—	—	3,211	—	—	—	—	3,211	68	3,279	
Other comprehensive income	—	—	—	—	—	33	4	17	54	—	—	54	
Common stock issuances, including dividend reinvestment and employee benefits	—	1	—	139	—	—	—	—	—	139	—	139	
Preferred stock, Series B, redemption	(989)	—	—	—	—	—	—	—	—	(989)	—	(989)	
Common stock dividends	—	—	—	—	(2,392)	—	—	—	—	(2,392)	—	(2,392)	
Sale of Commercial Renewables Disposal Groups <sup>(b)</sup>	—	—	—	—	—	—	—	—	—	—	(51)	(51)	
Contributions from noncontrolling interests	—	—	—	—	—	—	—	—	—	—	47	47	
Distributions to noncontrolling interest in subsidiaries	—	—	—	—	—	—	—	—	—	—	(23)	(23)	
Other	—	—	—	1	(2)	—	—	—	(1)	(2)	—	(2)	
<b>Balance at September 30, 2024</b>	\$ 973	772	\$ 1	\$ 45,060	\$ 3,052	\$ 131	\$ (11)	\$ (73)	\$ 49,133	\$ 1,116	\$ 50,249		
<b>Balance at December 31, 2024</b>	\$ 973	776	\$ 1	\$ 45,494	\$ 3,431	\$ 326	\$ (17)	\$ (81)	\$ 50,127	\$ 1,129	\$ 51,256		
Net income <sup>(c)</sup>	—	—	—	—	3,743	—	—	—	—	3,743	81	3,824	
Other comprehensive (loss) income	—	—	—	—	—	(55)	4	1	(50)	—	(50)	—	
Common stock issuances, including dividend reinvestment and employee benefits	—	2	—	98	—	—	—	—	—	98	—	98	
Common stock dividends	—	—	—	—	(2,460)	—	—	—	—	(2,460)	—	(2,460)	
Sale of Commercial Renewables Disposal Groups <sup>(b)</sup>	—	—	—	—	—	—	—	—	—	—	(18)	(18)	
Distributions to noncontrolling interest in subsidiaries	—	—	—	—	—	—	—	—	—	—	(21)	(21)	
Other	—	—	—	—	4	—	—	—	—	4	(6)	(2)	
<b>Balance at September 30, 2025</b>	\$ 973	778	\$ 1	\$ 45,592	\$ 4,718	\$ 271	\$ (13)	\$ (80)	\$ 51,462	\$ 1,165	\$ 52,627		

(a) See Duke Energy Condensed Consolidated Statements of Comprehensive Income for detailed activity related to Cash Flow and Fair Value hedges.

(b) See Note 2 for additional information.

(c) Net income available to Duke Energy Corporation Common Stockholders reflects preferred dividends and, for 2024, the \$16 million preferred redemption costs.

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY CAROLINAS, LLC  
**Condensed Consolidated Statements of Operations and Comprehensive Income**  
(Unaudited)

(in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<b>Operating Revenues</b>	\$ 2,632	\$ 2,707	\$ 7,387	\$ 7,411
<b>Operating Expenses</b>				
Fuel used in electric generation and purchased power	706	922	2,080	2,531
Operation, maintenance and other	487	463	1,471	1,358
Depreciation and amortization	488	472	1,402	1,306
Property and other taxes	96	88	283	271
Impairment of assets and other charges	1	(2)	—	32
Total operating expenses	1,778	1,943	5,236	5,498
<b>Gains on Sales of Other Assets and Other, net</b>	—	—	6	1
<b>Operating Income</b>	854	764	2,157	1,914
<b>Other Income and Expenses, net</b>	65	58	187	181
<b>Interest Expense</b>	184	189	584	537
<b>Income Before Income Taxes</b>	735	633	1,760	1,558
<b>Income Tax Expense</b>	51	49	138	153
<b>Net Income</b>	\$ 684	\$ 584	\$ 1,622	\$ 1,405
<b>Other Comprehensive Income, net of tax</b>				
Net gains on cash flow hedges	1	—	1	—
<b>Comprehensive Income</b>	\$ 685	\$ 584	\$ 1,623	\$ 1,405

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY CAROLINAS, LLC  
**Condensed Consolidated Balance Sheets**  
(Unaudited)

(in millions)	September 30, 2025	December 31, 2024
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 44	\$ 6
Receivables (net of allowance for doubtful accounts of \$56 at 2025 and \$18 at 2024)	1,299	266
Receivables of VIEs (net of allowance for doubtful accounts of \$51 at 2024)	1	1,054
Receivables from affiliated companies	208	157
Notes receivable from affiliated companies	—	65
Inventory	1,545	1,536
Regulatory assets (includes \$41 at 2025 and \$12 at 2024 related to VIEs)	662	685
Other (includes \$5 at 2025 and \$9 at 2024 related to VIEs)	433	52
<b>Total current assets</b>	<b>4,192</b>	<b>3,821</b>
<b>Property, Plant and Equipment</b>		
Cost	61,075	58,382
Accumulated depreciation and amortization	(20,158)	(19,090)
<b>Net property, plant and equipment</b>	<b>40,917</b>	<b>39,292</b>
<b>Other Noncurrent Assets</b>		
Regulatory assets (includes \$729 at 2025 and \$189 at 2024 related to VIEs)	4,239	4,199
Nuclear decommissioning trust funds	7,270	6,468
Operating lease right-of-use assets, net	82	98
Other	1,221	1,127
<b>Total other noncurrent assets</b>	<b>12,812</b>	<b>11,892</b>
<b>Total Assets</b>	<b>\$ 57,921</b>	<b>\$ 55,005</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 1,294	\$ 1,809
Accounts payable to affiliated companies	510	241
Notes payable to affiliated companies	196	—
Taxes accrued	348	627
Interest accrued	158	201
Current maturities of long-term debt (includes \$13 at 2025 and \$510 at 2024 related to VIEs)	26	521
Asset retirement obligations	247	247
Regulatory liabilities	531	618
Other	546	541
<b>Total current liabilities</b>	<b>3,856</b>	<b>4,805</b>
<b>Long-Term Debt (includes \$765 at 2025 and \$198 at 2024 related to VIEs)</b>	<b>17,895</b>	<b>16,669</b>
<b>Long-Term Debt Payable to Affiliated Companies</b>	<b>300</b>	<b>300</b>
<b>Other Noncurrent Liabilities</b>		
Deferred income taxes	4,232	4,052
Asset retirement obligations	3,607	3,743
Regulatory liabilities	7,421	6,592
Operating lease liabilities	74	87
Accrued pension and other post-retirement benefit costs	19	24
Investment tax credits	308	317
Other (includes \$15 at 2024 related to VIEs)	755	576
<b>Total other noncurrent liabilities</b>	<b>16,416</b>	<b>15,391</b>
<b>Commitments and Contingencies</b>		
<b>Equity</b>		
Member's equity	19,459	17,846
Accumulated other comprehensive loss	(5)	(6)
<b>Total equity</b>	<b>19,454</b>	<b>17,840</b>
<b>Total Liabilities and Equity</b>	<b>\$ 57,921</b>	<b>\$ 55,005</b>

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY CAROLINAS, LLC  
**Condensed Consolidated Statements of Cash Flows**  
(Unaudited)

(in millions)	Nine Months Ended September 30,		
	2025	2024	
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net income	\$ 1,622	\$ 1,405	
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization (including amortization of nuclear fuel)	1,603	1,504	
Equity component of AFUDC	(102)	(85)	
Gains on sales of other assets	(6)	—	
Impairment of assets and other charges	—	32	
Deferred income taxes	356	(105)	
Contributions to qualified pension plans	—	(26)	
Payments for asset retirement obligations	(147)	(131)	
(Increase) decrease in			
Receivables	6	(136)	
Receivables from affiliated companies	(51)	1	
Inventory	(9)	2	
Other current assets	(443)	(3)	
Increase (decrease) in			
Accounts payable	(438)	149	
Accounts payable to affiliated companies	269	35	
Taxes accrued	(278)	105	
Other current liabilities	(24)	(231)	
Other assets	(37)	652	
Other liabilities	23	(123)	
Net cash provided by operating activities	2,344	3,045	
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Capital expenditures	(3,159)	(2,923)	
Purchases of debt and equity securities	(3,757)	(1,712)	
Proceeds from sales and maturities of debt and equity securities	3,757	1,712	
Notes receivable from affiliated companies	65	(177)	
Other	(249)	(289)	
Net cash used in investing activities	(3,343)	(3,389)	
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Proceeds from the issuance of long-term debt	1,926	1,031	
Payments for the redemption of long-term debt	(1,212)	(17)	
Notes payable to affiliated companies	196	(668)	
Other	122	(1)	
Net cash provided by financing activities	1,032	345	
Net increase in cash, cash equivalents and restricted cash	33	1	
<b>Cash, cash equivalents and restricted cash at beginning of period</b>	<b>16</b>	<b>19</b>	
<b>Cash, cash equivalents and restricted cash at end of period</b>	<b>\$ 49</b>	<b>\$ 20</b>	
<b>Supplemental Disclosures:</b>			
Significant non-cash transactions:			
Accrued capital expenditures	\$ 796	\$ 611	

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY CAROLINAS, LLC  
**Condensed Consolidated Statements of Changes in Equity**  
 (Unaudited)

(in millions)	Three Months Ended September 30, 2024 and 2025				
	Member's Equity	Accumulated Other Comprehensive Income (Loss)			Total Equity
		Net Gains (Losses) on Cash Flow Hedges	(6)	\$	
<b>Balance at June 30, 2024</b>	\$ 17,714	\$	(6)	\$	17,708
Net income	584	—	—	584	
Other	20	—	—	20	
<b>Balance at September 30, 2024</b>	\$ 18,318	\$	(6)	\$	18,312
<b>Balance at June 30, 2025</b>	\$ 18,776	\$	(6)	\$	18,770
Net income	684	—	—	684	
Other comprehensive income	—	1	1	—	
Other	(1)	—	—	(1)	
<b>Balance at September 30, 2025</b>	\$ 19,459	\$	(5)	\$	19,454
Nine Months Ended September 30, 2024 and 2025					
(in millions)	Member's Equity	Accumulated Other Comprehensive Income (Loss)			Total Equity
		Net Gains (Losses) on Cash Flow Hedges	(6)	\$	
	\$ 16,913	\$	(6)	\$	16,907
<b>Balance at December 31, 2023</b>	\$ 16,913	\$	(6)	\$	16,907
Net income	1,405	—	—	1,405	
<b>Balance at September 30, 2024</b>	\$ 18,318	\$	(6)	\$	18,312
<b>Balance at December 31, 2024</b>	\$ 17,846	\$	(6)	\$	17,840
Net income	1,622	—	—	1,622	
Other comprehensive income	—	1	1	—	
Other	(9)	—	—	(9)	
<b>Balance at September 30, 2025</b>	\$ 19,459	\$	(5)	\$	19,454

See Notes to Condensed Consolidated Financial Statements

PROGRESS ENERGY, INC.  
**Condensed Consolidated Statements of Operations and Comprehensive Income**  
(Unaudited)

(in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<b>Operating Revenues</b>	\$ 4,074	\$ 3,860	\$ 11,110	\$ 10,445
<b>Operating Expenses</b>				
Fuel used in electric generation and purchased power	1,175	1,384	3,306	3,729
Operation, maintenance and other	944	653	2,475	1,869
Depreciation and amortization	670	640	1,910	1,795
Property and other taxes	201	170	548	494
Impairment of assets and other charges	(2)	(3)	(2)	6
Total operating expenses	2,988	2,844	8,237	7,893
<b>Gains on Sales of Other Assets and Other, net</b>	7	7	19	20
<b>Operating Income</b>	1,093	1,023	2,892	2,572
<b>Other Income and Expenses, net</b>	79	56	209	178
<b>Interest Expense</b>	272	271	830	796
<b>Income Before Income Taxes</b>	900	808	2,271	1,954
<b>Income Tax Expense</b>	143	130	361	320
<b>Net Income</b>	\$ 757	\$ 678	\$ 1,910	\$ 1,634
<b>Other Comprehensive Income (Loss), net of tax</b>				
Unrealized gains (losses) on available-for-sale securities	—	1	(1)	1
<b>Comprehensive Income</b>	\$ 757	\$ 679	\$ 1,909	\$ 1,635

See Notes to Condensed Consolidated Financial Statements

PROGRESS ENERGY, INC.  
**Condensed Consolidated Balance Sheets**  
(Unaudited)

(in millions)	September 30, 2025	December 31, 2024
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 102	\$ 73
Receivables (net of allowance for doubtful accounts of \$67 at 2025 and \$39 at 2024)	1,665	707
Receivables of VIEs (net of allowance for doubtful accounts of \$34 at 2024)	11	835
Receivables from affiliated companies	92	25
Notes receivable from affiliated companies	435	—
Inventory (includes \$550 at 2025 and \$494 at 2024 related to VIEs)	2,151	2,086
Regulatory assets (includes \$132 at 2025 and \$108 at 2024 related to VIEs)	875	1,647
Other (includes \$32 at 2025 and \$75 at 2024 related to VIEs)	176	182
Total current assets	5,507	5,555
<b>Property, Plant and Equipment</b>		
Cost	76,411	72,560
Accumulated depreciation and amortization	(25,023)	(23,586)
Net property, plant and equipment	51,388	48,974
<b>Other Noncurrent Assets</b>		
Goodwill	3,655	3,655
Regulatory assets (includes \$1,872 at 2025 and \$1,516 at 2024 related to VIEs)	6,525	6,618
Nuclear decommissioning trust funds	5,508	4,967
Operating lease right-of-use assets, net	630	625
Other	1,351	1,242
Total other noncurrent assets	17,669	17,107
<b>Total Assets</b>	\$ 74,564	\$ 71,636
<b>LIABILITIES AND EQUITY</b>		
<b>Current Liabilities</b>		
Accounts payable (includes \$266 at 2025 and \$208 at 2024 related to VIEs)	\$ 1,432	\$ 2,170
Accounts payable to affiliated companies	587	507
Notes payable to affiliated companies	283	1,077
Taxes accrued	484	312
Interest accrued	240	232
Current maturities of long-term debt (includes \$102 at 2025 and \$502 at 2024 related to VIEs)	872	1,517
Asset retirement obligations	208	231
Regulatory liabilities	379	522
Other	711	792
Total current liabilities	5,196	7,360
<b>Long-Term Debt (includes \$1,938 at 2025 and \$1,582 at 2024 related to VIEs)</b>	25,062	22,829
<b>Long-Term Debt Payable to Affiliated Companies</b>	150	150
<b>Other Noncurrent Liabilities</b>		
Deferred income taxes	5,524	5,263
Asset retirement obligations	4,274	4,317
Regulatory liabilities	5,435	5,258
Operating lease liabilities	568	557
Accrued pension and other post-retirement benefit costs	244	254
Investment tax credits	392	385
Other (includes \$11 at 2024 related to VIEs)	458	357
Total other noncurrent liabilities	16,895	16,391
<b>Commitments and Contingencies</b>		
<b>Equity</b>		
Common Stock, \$0.01 par value, 100 shares authorized and outstanding at 2025 and 2024	—	—
Additional paid-in capital	12,278	11,830
Retained earnings	14,994	13,086
Accumulated other comprehensive loss	(11)	(10)
Total equity	27,261	24,906
<b>Total Liabilities and Equity</b>	\$ 74,564	\$ 71,636

See Notes to Condensed Consolidated Financial Statements

PROGRESS ENERGY, INC.  
**Condensed Consolidated Statements of Cash Flows**  
(Unaudited)

(in millions)	Nine Months Ended September 30,		
	2025	2024	
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net income	\$ 1,910	\$ 1,634	
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation, amortization and accretion (including amortization of nuclear fuel)	2,739	2,081	
Equity component of AFUDC	(84)	(54)	
Gains on sales of other assets	(19)	(20)	
Impairment of assets and other charges	(2)	6	
Deferred income taxes	231	(19)	
Contributions to qualified pension plans	—	(23)	
Payments for asset retirement obligations	(155)	(221)	
(A)crease (decrease) in			
Receivables	(102)	(185)	
Receivables from affiliated companies	(67)	78	
Inventory	(53)	(95)	
Other current assets	14	841	
Increase (decrease) in			
Accounts payable	(823)	194	
Accounts payable to affiliated companies	137	87	
Taxes accrued	179	179	
Other current liabilities	(84)	12	
Other assets	(29)	(484)	
Other liabilities	70	126	
Net cash provided by operating activities	3,862	4,137	
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Capital expenditures	(4,320)	(3,891)	
Purchases of debt and equity securities	(3,219)	(1,561)	
Proceeds from sales and maturities of debt and equity securities	3,254	1,644	
Notes receivable from affiliated companies	(435)	—	
Other	(328)	(351)	
Net cash used in investing activities	(5,048)	(4,159)	
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Proceeds from the issuance of long-term debt	3,328	849	
Payments for the redemption of long-term debt	(1,761)	(460)	
Notes payable to affiliated companies	(795)	(238)	
Contributions from parent	400	—	
Dividends to parent	—	(125)	
Other	(12)	(1)	
Net cash provided by financing activities	1,160	25	
Net (decrease) increase in cash, cash equivalents and restricted cash	(26)	3	
<b>Cash, cash equivalents and restricted cash at beginning of period</b>	<b>160</b>	<b>135</b>	
<b>Cash, cash equivalents and restricted cash at end of period</b>	<b>\$ 134</b>	<b>\$ 138</b>	
<b>Supplemental Disclosures:</b>			
Significant non-cash transactions:			
Accrued capital expenditures	\$ 898	\$ 628	

See Notes to Condensed Consolidated Financial Statements

PROGRESS ENERGY, INC.  
**Condensed Consolidated Statements of Changes in Equity**  
(Unaudited)

(in millions)	Three Months Ended September 30, 2024 and 2025						
	Accumulated Other Comprehensive Income (Loss)						
	Additional Paid-in Capital	Retained Earnings	Net Gains (Losses) on Cash Flow Hedges	Net Unrealized Gains (Losses) on Available-for- Sale Securities	Pension and OPEB Adjustments	Total Equity	
<b>Balance at June 30, 2024</b>	\$ 11,849	\$ 11,996	\$ (1)	\$ (5)	\$ (4)	\$ 23,835	
Net income	—	678	—	—	—	678	
Other comprehensive income	—	—	—	1	—	1	
Dividends to parent	—	(125)	—	—	—	(125)	
Other	(19)	—	—	—	—	(19)	
<b>Balance at September 30, 2024</b>	\$ 11,830	\$ 12,549	\$ (1)	\$ (4)	\$ (4)	\$ 24,370	
<b>Balance at June 30, 2025</b>	\$ 12,187	\$ 14,237	\$ (1)	\$ (6)	\$ (4)	\$ 26,413	
Net income	—	757	—	—	—	757	
Distributions to parent	(9)	—	—	—	—	(9)	
Contributions from parent	100	—	—	—	—	100	
<b>Balance at September 30, 2025</b>	\$ 12,278	\$ 14,994	\$ (1)	\$ (6)	\$ (4)	\$ 27,261	
Nine Months Ended September 30, 2024 and 2025							
(in millions)	Accumulated Other Comprehensive Income (Loss)						
	Additional Paid-in Capital	Retained Earnings	Net Gains (Losses) on Cash Flow Hedges	Net Unrealized Gains (Losses) on Available-for- Sale Securities	Pension and OPEB Adjustments	Total Equity	
	\$ 11,830	\$ 11,040	\$ (1)	\$ (5)	\$ (4)	\$ 22,860	
Net income	—	1,634	—	—	—	1,634	
Other comprehensive income	—	—	—	1	—	1	
Dividends to parent	—	(125)	—	—	—	(125)	
<b>Balance at September 30, 2024</b>	\$ 11,830	\$ 12,549	\$ (1)	\$ (4)	\$ (4)	\$ 24,370	
<b>Balance at December 31, 2024</b>	\$ 11,830	\$ 13,086	\$ (1)	\$ (5)	\$ (4)	\$ 24,906	
Net income	—	1,910	—	—	—	1,910	
Other comprehensive loss	—	—	—	(1)	—	(1)	
Distributions to parent	(9)	—	—	—	—	(9)	
Equitization of certain intercompany balances with affiliates	57	(2)	—	—	—	55	
Contributions from parent	400	—	—	—	—	400	
<b>Balance at September 30, 2025</b>	\$ 12,278	\$ 14,994	\$ (1)	\$ (6)	\$ (4)	\$ 27,261	

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY PROGRESS, LLC  
**Condensed Consolidated Statements of Operations and Comprehensive Income**  
(Unaudited)

(in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<b>Operating Revenues</b>	\$ 1,913	\$ 1,914	\$ 5,612	\$ 5,338
<b>Operating Expenses</b>				
Fuel used in electric generation and purchased power	629	679	1,928	1,896
Operation, maintenance and other	362	376	1,100	1,077
Depreciation and amortization	373	354	1,049	999
Property and other taxes	54	43	159	144
Impairment of assets and other charges	(2)	(3)	(2)	6
Total operating expenses	1,416	1,449	4,234	4,122
<b>Gains on Sales of Other Assets and Other, net</b>	1	1	1	2
<b>Operating Income</b>	498	466	1,379	1,218
<b>Other Income and Expenses, net</b>	55	34	142	107
<b>Interest Expense</b>	125	127	392	370
<b>Income Before Income Taxes</b>	428	373	1,129	955
<b>Income Tax Expense</b>	56	48	151	135
<b>Net Income and Comprehensive Income</b>	\$ 372	\$ 325	\$ 978	\$ 820

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY PROGRESS, LLC  
**Condensed Consolidated Balance Sheets**  
(Unaudited)

(in millions)	September 30, 2025	December 31, 2024
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents		
Cash and cash equivalents	\$ 55	\$ 24
Receivables (net of allowance for doubtful accounts of \$39 at 2025 and \$10 at 2024)	858	160
Receivables of VIEs (net of allowance for doubtful accounts of \$34 at 2024)	5	835
Receivables from affiliated companies	33	10
Notes receivable from affiliated companies	628	—
Inventory	1,380	1,341
Regulatory assets (includes \$70 at 2025 and \$47 at 2024 related to VIEs)	663	626
Other (includes \$20 at 2025 and \$40 at 2024 related to VIEs)	208	104
<b>Total current assets</b>	<b>3,830</b>	<b>3,100</b>
<b>Property, Plant and Equipment</b>		
Cost	44,082	42,060
Accumulated depreciation and amortization	(16,792)	(15,930)
<b>Net property, plant and equipment</b>	<b>27,290</b>	<b>26,130</b>
<b>Other Noncurrent Assets</b>		
Regulatory assets (includes \$1,176 at 2025 and \$775 at 2024 related to VIEs)	4,412	4,555
Nuclear decommissioning trust funds	5,202	4,636
Operating lease right-of-use assets, net	395	348
Other	778	724
<b>Total other noncurrent assets</b>	<b>10,787</b>	<b>10,263</b>
<b>Total Assets</b>	<b>\$ 41,907</b>	<b>\$ 39,493</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 718	\$ 749
Accounts payable to affiliated companies	448	306
Notes payable to affiliated companies	—	611
Taxes accrued	157	394
Interest accrued	88	122
Current maturities of long-term debt (includes \$41 at 2025 and \$443 at 2024 related to VIEs)	85	983
Asset retirement obligations	206	230
Regulatory liabilities	259	348
Other	326	427
<b>Total current liabilities</b>	<b>2,287</b>	<b>4,170</b>
<b>Long-Term Debt (includes \$1,226 at 2025 and \$809 at 2024 related to VIEs)</b>	<b>13,662</b>	<b>11,371</b>
<b>Long-Term Debt Payable to Affiliated Companies</b>	<b>150</b>	<b>150</b>
<b>Other Noncurrent Liabilities</b>		
Deferred income taxes	2,671	2,344
Asset retirement obligations	4,081	4,104
Regulatory liabilities	4,781	4,570
Operating lease liabilities	390	332
Accrued pension and other post-retirement benefit costs	137	141
Investment tax credits	152	144
Other (includes \$11 at 2024 related to VIEs)	290	196
<b>Total other noncurrent liabilities</b>	<b>12,502</b>	<b>11,831</b>
<b>Commitments and Contingencies</b>		
<b>Equity</b>		
<b>Member's Equity</b>	<b>13,306</b>	<b>11,971</b>
<b>Total Liabilities and Equity</b>	<b>\$ 41,907</b>	<b>\$ 39,493</b>

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY PROGRESS, LLC  
**Condensed Consolidated Statements of Cash Flows**  
(Unaudited)

(in millions)	Nine Months Ended September 30,	
	2025	2024
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 978	\$ 820
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization (including amortization of nuclear fuel)	1,197	1,144
Equity component of AFUDC	(70)	(44)
Impairment of assets and other charges	(2)	6
Deferred income taxes	315	(32)
Contributions to qualified pension plans	—	(14)
Payments for asset retirement obligations	(127)	(153)
(Acrease) decrease in		
Receivables	121	(15)
Receivables from affiliated companies	(23)	2
Inventory	(38)	(93)
Other current assets	(223)	288
Increase (decrease) in		
Accounts payable	(56)	(74)
Accounts payable to affiliated companies	199	(10)
Taxes accrued	(236)	17
Other current liabilities	(80)	14
Other assets	23	(101)
Other liabilities	92	117
Net cash provided by operating activities	2,070	1,872
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Capital expenditures	(2,372)	(2,036)
Purchases of debt and equity securities	(3,053)	(1,452)
Proceeds from sales and maturities of debt and equity securities	3,052	1,451
Notes receivable from affiliated companies	(628)	—
Other	(138)	(130)
Net cash used in investing activities	(3,139)	(2,167)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from the issuance of long-term debt	2,615	670
Payments for the redemption of long-term debt	(1,228)	(67)
Notes payable to affiliated companies	(611)	(281)
Contributions from parent	300	—
Other	(1)	—
Net cash provided by financing activities	1,075	322
Net increase in cash, cash equivalents and restricted cash	6	27
<b>Cash, cash equivalents and restricted cash at beginning of period</b>	69	51
<b>Cash, cash equivalents and restricted cash at end of period</b>	\$ 75	\$ 78
<b>Supplemental Disclosures:</b>		
Significant non-cash transactions:		
Accrued capital expenditures	\$ 438	\$ 256

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY PROGRESS, LLC  
**Condensed Consolidated Statements of Changes in Equity**  
(Unaudited)

	<b>Three Months Ended September 30, 2024 and 2025</b>	
(in millions)	\$	Member's Equity
<b>Balance at June 30, 2024</b>	\$ 11,302	
Net income		325
<b>Balance at September 30, 2024</b>	\$ 11,627	
<b>Balance at June 30, 2025</b>	\$ 12,934	
Net income		372
<b>Balance at September 30, 2025</b>	\$ 13,306	
	<b>Nine Months Ended September 30, 2024 and 2025</b>	
(in millions)	\$	Member's Equity
<b>Balance at December 31, 2023</b>	\$ 10,807	
Net income		820
<b>Balance at September 30, 2024</b>	\$ 11,627	
<b>Balance at December 31, 2024</b>	\$ 11,971	
Net income		978
Contributions from parent		300
Equitization of certain intercompany balances with affiliates		57
<b>Balance at September 30, 2025</b>	\$ 13,306	

See Notes to Condensed Consolidated Financial Statements

**DUKE ENERGY FLORIDA, LLC**  
**Condensed Consolidated Statements of Operations and Comprehensive Income**  
**(Unaudited)**

(in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<b>Operating Revenues</b>	\$ 2,157	\$ 1,940	\$ 5,486	\$ 5,092
<b>Operating Expenses</b>				
Fuel used in electric generation and purchased power	546	705	1,378	1,833
Operation, maintenance and other	579	272	1,365	779
Depreciation and amortization	297	286	861	796
Property and other taxes	147	127	389	350
Total operating expenses	1,569	1,390	3,993	3,758
<b>Gains on Sales of Other Assets and Other, net</b>	1	1	2	2
<b>Operating Income</b>	589	551	1,495	1,336
<b>Other Income and Expenses, net</b>	22	21	67	67
<b>Interest Expense</b>	118	114	352	339
<b>Income Before Income Taxes</b>	493	458	1,210	1,064
<b>Income Tax Expense</b>	96	94	235	212
<b>Net Income</b>	\$ 397	\$ 364	\$ 975	\$ 852
<b>Other Comprehensive Loss, net of tax</b>				
Unrealized losses on available-for-sale securities	—	—	(1)	—
<b>Comprehensive Income</b>	\$ 397	\$ 364	\$ 974	\$ 852

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY FLORIDA, LLC  
**Condensed Consolidated Balance Sheets**  
(Unaudited)

(in millions)	September 30, 2025	December 31, 2024
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 30	\$ 33
Receivables (net of allowance for doubtful accounts of \$28 at 2025 and \$29 at 2024)	804	544
Receivables of VIEs	6	—
Receivables from affiliated companies	76	21
Inventory (includes \$550 at 2025 and \$494 at 2024 related to VIEs)	771	745
Regulatory assets (includes \$62 at 2025 and \$61 at 2024 related to VIEs)	211	1,022
Other (includes \$12 at 2025 and \$35 at 2024 related to VIEs)	57	227
Total current assets	1,955	2,592
<b>Property, Plant and Equipment</b>		
Cost	32,318	30,490
Accumulated depreciation and amortization	(8,224)	(7,650)
Net property, plant and equipment	24,094	22,840
<b>Other Noncurrent Assets</b>		
Regulatory assets (includes \$696 at 2025 and \$741 at 2024 related to VIEs)	2,113	2,064
Nuclear decommissioning trust funds	306	331
Operating lease right-of-use assets, net	236	277
Other	510	465
Total other noncurrent assets	3,165	3,137
<b>Total Assets</b>	<b>\$ 29,214</b>	<b>\$ 28,569</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Current Liabilities</b>		
Accounts payable (includes \$266 at 2025 and \$208 at 2024 related to VIEs)	\$ 713	\$ 1,418
Accounts payable to affiliated companies	103	67
Notes payable to affiliated companies	476	466
Taxes accrued	417	60
Interest accrued	124	86
Current maturities of long-term debt (includes \$61 at 2025 and \$59 at 2024 related to VIEs)	787	534
Asset retirement obligations	2	1
Regulatory liabilities	119	174
Other	366	342
Total current liabilities	3,107	3,148
<b>Long-Term Debt (includes \$712 at 2025 and \$773 at 2024 related to VIEs)</b>	<b>9,755</b>	<b>9,814</b>
<b>Other Noncurrent Liabilities</b>		
Deferred income taxes	2,929	3,024
Asset retirement obligations	193	213
Regulatory liabilities	654	688
Operating lease liabilities	178	225
Accrued pension and other post-retirement benefit costs	87	92
Investment tax credits	240	241
Other	168	143
Total other noncurrent liabilities	4,449	4,626
<b>Commitments and Contingencies</b>		
<b>Equity</b>		
Member's equity	11,909	10,986
Accumulated other comprehensive loss	(6)	(5)
Total equity	11,903	10,981
<b>Total Liabilities and Equity</b>	<b>\$ 29,214</b>	<b>\$ 28,569</b>

See Notes to Condensed Consolidated Financial Statements

**DUKE ENERGY FLORIDA, LLC**  
**Condensed Consolidated Statements of Cash Flows**  
**(Unaudited)**

(in millions)	Nine Months Ended September 30,		
	2025	2024	
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net income	\$ 975	\$ 852	
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation, amortization and accretion	1,541	936	
Equity component of AFUDC	(14)	(11)	
Losses on sales of other assets	(2)	(2)	
Deferred income taxes	(114)	13	
Contributions to qualified pension plans	—	(9)	
Payments for asset retirement obligations	(28)	(68)	
(Acrease) decrease in			
Receivables	(223)	(171)	
Receivables from affiliated companies	(55)	236	
Inventory	(15)	(2)	
Other current assets	299	541	
Increase (decrease) in			
Accounts payable	(766)	266	
Accounts payable to affiliated companies	36	(8)	
Taxes accrued	364	56	
Other current liabilities	(4)	(3)	
Other assets	(57)	(389)	
Other liabilities	(6)	27	
Net cash provided by operating activities	1,931	2,264	
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Capital expenditures	(1,948)	(1,855)	
Purchases of debt and equity securities	(166)	(109)	
Proceeds from sales and maturities of debt and equity securities	202	193	
Other	(191)	(222)	
Net cash used in investing activities	(2,103)	(1,993)	
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Proceeds from the issuance of long-term debt	713	179	
Payments for the redemption of long-term debt	(533)	(393)	
Notes payable to affiliated companies	10	43	
Contributions from parent	138	—	
Distributions to parent	(188)	(125)	
Other	(1)	(1)	
Net cash provided by (used in) financing activities	139	(297)	
Net decrease in cash, cash equivalents and restricted cash	(33)	(26)	
<b>Cash, cash equivalents and restricted cash at beginning of period</b>	<b>75</b>	<b>67</b>	
<b>Cash, cash equivalents and restricted cash at end of period</b>	<b>\$ 42</b>	<b>\$ 41</b>	
<b>Supplemental Disclosures:</b>			
Significant non-cash transactions:			
Accrued capital expenditures	\$ 461	\$ 372	

See Notes to Condensed Consolidated Financial Statements

**DUKE ENERGY FLORIDA, LLC**  
**Condensed Consolidated Statements of Changes in Equity**  
**(Unaudited)**

(in millions)	Three Months Ended September 30, 2024 and 2025				
	Member's Equity	Accumulated Other Comprehensive Income (Loss)	Net Unrealized Gains (Losses) on Available-for-Sale Securities	Total Equity	
	\$	\$	\$	\$	
<b>Balance at June 30, 2024</b>	\$ 10,555	\$ (5)	\$ 10,550		
Net income	364	—	364		
Distributions to parent	(125)	—	(125)		
Other	(17)	—	(17)		
<b>Balance at September 30, 2024</b>	<b>\$ 10,777</b>	<b>\$ (5)</b>	<b>\$ 10,772</b>		
<b>Balance at June 30, 2025</b>	<b>\$ 11,562</b>	<b>\$ (6)</b>	<b>\$ 11,556</b>		
Net income	397	—	397		
Distributions to parent	(188)	—	(188)		
Contributions from parent	138	—	138		
<b>Balance at September 30, 2025</b>	<b>\$ 11,909</b>	<b>\$ (6)</b>	<b>\$ 11,903</b>		
Nine Months Ended September 30, 2024 and 2025					
(in millions)	Member's Equity	Accumulated Other Comprehensive Income (Loss)	Net Unrealized Gains (Losses) on Available-for-Sale Securities	Total Equity	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
<b>Balance at December 31, 2023</b>	\$ 10,048	\$ (5)	\$ 10,043		
Net income	852	—	852		
Distributions to parent	(125)	—	(125)		
Other	2	—	2		
<b>Balance at September 30, 2024</b>	<b>\$ 10,777</b>	<b>\$ (5)</b>	<b>\$ 10,772</b>		
<b>Balance at December 31, 2024</b>	<b>\$ 10,986</b>	<b>\$ (5)</b>	<b>\$ 10,981</b>		
Net income	975	—	975		
Other comprehensive loss	—	(1)	(1)		
Distributions to parent	(188)	—	(188)		
Contributions from parent	138	—	138		
Other	(2)	—	(2)		
<b>Balance at September 30, 2025</b>	<b>\$ 11,909</b>	<b>\$ (6)</b>	<b>\$ 11,903</b>		

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY OHIO, INC.  
**Condensed Consolidated Statements of Operations and Comprehensive Income**  
(Unaudited)

(in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<b>Operating Revenues</b>				
Regulated electric	\$ 561	\$ 497	\$ 1,546	\$ 1,431
Regulated natural gas	118	108	553	460
Total operating revenues	679	605	2,099	1,891
<b>Operating Expenses</b>				
Fuel used in electric generation and purchased power	175	146	485	416
Cost of natural gas	12	18	148	100
Operation, maintenance and other	127	131	366	378
Depreciation and amortization	120	102	353	297
Property and other taxes	109	99	326	303
Total operating expenses	543	496	1,678	1,494
Operating Income	136	109	421	397
Other Income and Expenses, net	7	2	18	12
Interest Expense	52	52	150	144
Income Before Income Taxes	91	59	289	265
Income Tax Expense	13	7	47	42
<b>Net Income and Comprehensive Income</b>	<b>\$ 78</b>	<b>\$ 52</b>	<b>\$ 242</b>	<b>\$ 223</b>

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY OHIO, INC.  
**Condensed Consolidated Balance Sheets**  
(Unaudited)

(in millions)	September 30, 2025	December 31, 2024
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 14	\$ 24
Receivables (net of allowance for doubtful accounts of \$51 at 2025 and \$43 at 2024)	431	447
Receivables from affiliated companies	11	11
Notes receivable from affiliated companies	167	28
Inventory	182	183
Regulatory assets	68	88
Other	45	30
Total current assets	918	811
<b>Property, Plant and Equipment</b>		
Cost	14,435	13,918
Accumulated depreciation and amortization	(3,763)	(3,674)
Net property, plant and equipment	10,672	10,244
<b>Other Noncurrent Assets</b>		
Goodwill	920	920
Regulatory assets	667	705
Operating lease right-of-use assets, net	6	6
Other	89	82
Total other noncurrent assets	1,682	1,713
<b>Total Assets</b>	\$ 13,272	\$ 12,768
<b>LIABILITIES AND EQUITY</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 266	\$ 313
Accounts payable to affiliated companies	73	52
Notes payable to affiliated companies	—	162
Taxes accrued	305	363
Interest accrued	58	49
Current maturities of long-term debt	140	245
Asset retirement obligations	8	8
Regulatory liabilities	54	34
Other	91	67
Total current liabilities	995	1,293
<b>Long-Term Debt</b>	4,349	3,895
<b>Long-Term Debt Payable to Affiliated Companies</b>	25	25
<b>Other Noncurrent Liabilities</b>		
Deferred income taxes	1,322	1,314
Asset retirement obligations	125	131
Regulatory liabilities	464	465
Operating lease liabilities	5	6
Accrued pension and other post-retirement benefit costs	93	89
Other	92	91
Total other noncurrent liabilities	2,101	2,096
<b>Commitments and Contingencies</b>		
<b>Equity</b>		
Common Stock, \$8.50 par value, 120 million shares authorized; 90 million shares outstanding at 2025 and 2024	762	762
Additional paid-in capital	3,219	3,118
Retained earnings	1,821	1,579
Total equity	5,802	5,459
<b>Total Liabilities and Equity</b>	\$ 13,272	\$ 12,768

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY OHIO, INC.  
**Condensed Consolidated Statements of Cash Flows**  
(Unaudited)

(in millions)	Nine Months Ended September 30,	
	2025	2024
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 242	\$ 223
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	356	300
Equity component of AFUDC	(12)	(4)
Deferred income taxes	(14)	30
Contributions to qualified pension plans	—	(5)
Payments for asset retirement obligations	(4)	(5)
(Acrease) decrease in		
Receivables	15	47
Receivables from affiliated companies	—	57
Inventory	1	6
Other current assets	37	57
Increase (decrease) in		
Accounts payable	(24)	(32)
Accounts payable to affiliated companies	21	(9)
Taxes accrued	(57)	(69)
Other current liabilities	56	26
Other assets	(29)	44
Other liabilities	32	(43)
Net cash provided by operating activities	620	623
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Capital expenditures	(709)	(640)
Notes receivable from affiliated companies	(139)	(199)
Other	(65)	(29)
Net cash used in investing activities	(913)	(868)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from the issuance of long-term debt	496	645
Payments for the redemption of long-term debt	(150)	—
Notes payable to affiliated companies	(162)	(415)
Contributions from parent	100	—
Other	(1)	(1)
Net cash provided by financing activities	283	229
Net decrease in cash and cash equivalents	(10)	(16)
<b>Cash and cash equivalents at beginning of period</b>	24	24
<b>Cash and cash equivalents at end of period</b>	\$ 14	\$ 8
<b>Supplemental Disclosures:</b>		
Significant non-cash transactions:		
Accrued capital expenditures	\$ 87	\$ 94

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY OHIO, INC.  
**Condensed Consolidated Statements of Changes in Equity**  
 (Unaudited)

(in millions)	Three Months Ended September 30, 2024 and 2025				
	Common Stock		Additional Paid-in Capital		Retained Earnings
	Common Stock	Additional Paid-in Capital	Retained Earnings	Total Equity	
<b>Balance at June 30, 2024</b>	\$ 762	\$ 3,119	\$ 1,409	\$ 5,290	
Net income	—	—	52	52	
<b>Balance at September 30, 2024</b>	<b>\$ 762</b>	<b>\$ 3,119</b>	<b>\$ 1,461</b>	<b>\$ 5,342</b>	
<b>Balance at June 30, 2025</b>	<b>\$ 762</b>	<b>\$ 3,119</b>	<b>\$ 1,743</b>	<b>\$ 5,624</b>	
Net income	—	—	78	78	
Contributions from parent	—	100	—	100	
<b>Balance at September 30, 2025</b>	<b>\$ 762</b>	<b>\$ 3,219</b>	<b>\$ 1,821</b>	<b>\$ 5,802</b>	
Nine Months Ended September 30, 2024 and 2025					
(in millions)	Common Stock		Additional Paid-in Capital		Retained Earnings
	Common Stock		Additional Paid-in Capital		Retained Earnings
	Common Stock	Additional Paid-in Capital	Retained Earnings	Total Equity	
<b>Balance at December 31, 2023</b>	\$ 762	\$ 3,100	\$ 1,238	\$ 5,100	
Net income	—	—	223	223	
Other	—	19	—	19	
<b>Balance at September 30, 2024</b>	<b>\$ 762</b>	<b>\$ 3,119</b>	<b>\$ 1,461</b>	<b>\$ 5,342</b>	
<b>Balance at December 31, 2024</b>	<b>\$ 762</b>	<b>\$ 3,118</b>	<b>\$ 1,579</b>	<b>\$ 5,459</b>	
Net income	—	—	242	242	
Contributions from parent	—	100	—	100	
Other	—	1	—	1	
<b>Balance at September 30, 2025</b>	<b>\$ 762</b>	<b>\$ 3,219</b>	<b>\$ 1,821</b>	<b>\$ 5,802</b>	

See Notes to Condensed Consolidated Financial Statements

**DUKE ENERGY INDIANA, LLC**  
**Condensed Consolidated Statements of Operations and Comprehensive Income**  
**(Unaudited)**

(in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<b>Operating Revenues</b>	\$ 992	\$ 836	\$ 2,671	\$ 2,342
<b>Operating Expenses</b>				
Fuel used in electric generation and purchased power	324	267	803	761
Operation, maintenance and other	214	169	601	510
Depreciation and amortization	203	166	617	507
Property and other taxes	9	7	44	37
Total operating expenses	750	609	2,065	1,815
<b>Operating Income</b>	242	227	606	527
<b>Other Income and Expenses, net</b>	15	16	46	44
<b>Interest Expense</b>	66	58	182	173
<b>Income Before Income Taxes</b>	191	185	470	398
<b>Income Tax Expense</b>	24	29	60	65
<b>Net Income</b>	\$ 167	\$ 156	\$ 410	\$ 333
<b>Other Comprehensive Loss, net of tax</b>				
Pension and OPEB adjustments	—	—	—	(1)
<b>Comprehensive Income</b>	\$ 167	\$ 156	\$ 410	\$ 332

See Notes to Condensed Consolidated Financial Statements

**DUKE ENERGY INDIANA, LLC**  
**Condensed Consolidated Balance Sheets**  
**(Unaudited)**

(in millions)	September 30, 2025	December 31, 2024
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents		
Cash and cash equivalents	\$ 13	\$ 13
Receivables (net of allowance for doubtful accounts of \$17 at 2025 and \$15 at 2024)	478	423
Receivables from affiliated companies	2	1
Notes receivable from affiliated companies	200	—
Inventory	527	586
Regulatory assets	180	113
Other	66	69
Total current assets	1,466	1,205
<b>Property, Plant and Equipment</b>		
Cost	20,699	19,970
Accumulated depreciation and amortization	(7,349)	(6,848)
Net property, plant and equipment	13,350	13,122
<b>Other Noncurrent Assets</b>		
Regulatory assets	1,051	1,040
Operating lease right-of-use assets, net	33	37
Other	265	323
Total other noncurrent assets	1,349	1,400
<b>Total Assets</b>	<b>\$ 16,165</b>	<b>\$ 15,727</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 315	\$ 257
Accounts payable to affiliated companies	85	57
Notes payable to affiliated companies	—	10
Taxes accrued	90	168
Interest accrued	81	59
Current maturities of long-term debt	4	4
Asset retirement obligations	130	164
Regulatory liabilities	259	183
Other	215	183
Total current liabilities	1,179	1,085
<b>Long-Term Debt</b>	<b>4,942</b>	<b>4,644</b>
<b>Long-Term Debt Payable to Affiliated Companies</b>	<b>150</b>	<b>150</b>
<b>Other Noncurrent Liabilities</b>		
Deferred income taxes	1,515	1,494
Asset retirement obligations	1,006	1,104
Regulatory liabilities	1,228	1,404
Operating lease liabilities	29	33
Accrued pension and other post-retirement benefit costs	82	82
Investment tax credits	184	186
Other	20	19
Total other noncurrent liabilities	4,064	4,322
<b>Commitments and Contingencies</b>		
<b>Equity</b>		
Member's equity	5,830	5,526
Total equity	5,830	5,526
<b>Total Liabilities and Equity</b>	<b>\$ 16,165</b>	<b>\$ 15,727</b>

See Notes to Condensed Consolidated Financial Statements

**DUKE ENERGY INDIANA, LLC**  
**Condensed Consolidated Statements of Cash Flows**  
**(Unaudited)**

(in millions)	Nine Months Ended September 30,		
	2025	2024	
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net income	\$ 410	\$ 333	
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation, amortization and accretion	619	510	
Equity component of AFUDC	(24)	(13)	
Deferred income taxes	(40)	87	
Contributions to qualified pension plans	—	(8)	
Payments for asset retirement obligations	(68)	(60)	
(Acrease) decrease in			
Receivables	(56)	36	
Receivables from affiliated companies	(1)	1	
Inventory	59	2	
Other current assets	(74)	36	
Increase (decrease) in			
Accounts payable	23	(29)	
Accounts payable to affiliated companies	28	(74)	
Taxes accrued	(78)	(5)	
Other current liabilities	89	(25)	
Other assets	73	(83)	
Other liabilities	(26)	20	
Net cash provided by operating activities	934	728	
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Capital expenditures	(841)	(711)	
Purchases of debt and equity securities	(59)	(31)	
Proceeds from sales and maturities of debt and equity securities	129	22	
Notes receivable from affiliated companies	(200)	(117)	
Other	(144)	(24)	
Net cash used in investing activities	(1,115)	(861)	
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Proceeds from the issuance of long-term debt	297	298	
Notes payable to affiliated companies	(10)	(245)	
Contributions from parent	—	235	
Distributions to parent	(105)	(154)	
Other	(1)	(1)	
Net cash provided by financing activities	181	133	
Net increase (decrease) in cash and cash equivalents	—	—	
<b>Cash and cash equivalents at beginning of period</b>	<b>13</b>	<b>8</b>	
<b>Cash and cash equivalents at end of period</b>	<b>\$ 13</b>	<b>\$ 8</b>	
<b>Supplemental Disclosures:</b>			
Significant non-cash transactions:			
Accrued capital expenditures	\$ 162	\$ 104	

See Notes to Condensed Consolidated Financial Statements

DUKE ENERGY INDIANA, LLC  
**Condensed Consolidated Statements of Changes in Equity**  
 (Unaudited)

(in millions)	Three Months Ended September 30, 2024 and 2025			
	Member's Equity	Accumulated Other Comprehensive Income (Loss)	Pension and OPEB Adjustments	Total Equity
<b>Balance at June 30, 2024</b>	\$ 5,401	\$ —	\$ —	\$ 5,401
Net income	156	—	—	156
Distributions to parent	(93)	—	—	(93)
Other	1	—	—	1
<b>Balance at September 30, 2024</b>	<b>\$ 5,465</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 5,465</b>
<b>Balance at June 30, 2025</b>	<b>\$ 5,699</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 5,699</b>
Net income	167	—	—	167
Distributions to parent	(35)	—	—	(35)
Other	(1)	—	—	(1)
<b>Balance at September 30, 2025</b>	<b>\$ 5,830</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 5,830</b>
Nine Months Ended September 30, 2024 and 2025				
(in millions)	Member's Equity	Accumulated Other Comprehensive Income (Loss)	Pension and OPEB Adjustments	Total Equity
<b>Balance at December 31, 2023</b>	\$ 5,012	\$ —	\$ 1	\$ 5,013
Net income	333	—	—	333
Contributions from parent	235	—	—	235
Distributions to parent	(113)	—	—	(113)
Other	(2)	(1)	(1)	(3)
<b>Balance at September 30, 2024</b>	<b>\$ 5,465</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 5,465</b>
<b>Balance at December 31, 2024</b>	<b>\$ 5,526</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 5,526</b>
Net income	410	—	—	410
Distributions to parent	(105)	—	—	(105)
Other	(1)	—	—	(1)
<b>Balance at September 30, 2025</b>	<b>\$ 5,830</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 5,830</b>

See Notes to Condensed Consolidated Financial Statements

PIEDMONT NATURAL GAS COMPANY, INC.  
**Condensed Consolidated Statements of Operations and Comprehensive Income**  
(Unaudited)

(in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<b>Operating Revenues</b>				
Regulated natural gas	\$ 265	\$ 213	\$ 1,443	\$ 1,119
Nonregulated natural gas and other	6	6	20	20
<b>Operating Revenues</b>	<b>\$ 271</b>	<b>\$ 219</b>	<b>\$ 1,463</b>	<b>\$ 1,139</b>
<b>Operating Expenses</b>				
Cost of natural gas	98	52	494	280
Operation, maintenance and other	102	87	301	267
Depreciation and amortization	69	65	210	191
Property and other taxes	19	16	56	47
Total operating expenses	288	220	1,061	785
<b>Operating (Loss) Income</b>	<b>(17)</b>	<b>(1)</b>	<b>402</b>	<b>354</b>
<b>Other Income and Expenses</b>				
Equity in earnings of unconsolidated affiliates	3	2	6	6
Other income and expenses, net	12	12	34	42
Total other income and expenses	15	14	40	48
<b>Interest Expense</b>	<b>48</b>	<b>47</b>	<b>143</b>	<b>135</b>
<b>(Loss) Income Before Income Taxes</b>	<b>(50)</b>	<b>(34)</b>	<b>299</b>	<b>267</b>
<b>Income Tax (Benefit) Expense</b>	<b>(12)</b>	<b>(10)</b>	<b>56</b>	<b>49</b>
<b>Net (Loss) Income and Comprehensive (Loss) Income</b>	<b>\$ (38)</b>	<b>\$ (24)</b>	<b>\$ 243</b>	<b>\$ 218</b>

See Notes to Condensed Consolidated Financial Statements

PIEDMONT NATURAL GAS COMPANY, INC.  
**Condensed Consolidated Balance Sheets**  
(Unaudited)

(in millions)	September 30, 2025	December 31, 2024
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 2	\$ 2
Receivables (net of allowance for doubtful accounts of \$8 at 2025 and \$7 at 2024)	120	306
Receivables from affiliated companies	9	16
Inventory	54	66
Assets held for sale	47	92
Regulatory assets	128	141
Other	82	10
<b>Total current assets</b>	<b>442</b>	<b>633</b>
<b>Property, Plant and Equipment</b>		
Cost	11,131	10,712
Accumulated depreciation and amortization	(2,129)	(2,041)
<b>Net property, plant and equipment</b>	<b>9,002</b>	<b>8,671</b>
<b>Other Noncurrent Assets</b>		
Goodwill	39	39
Regulatory assets	379	387
Operating lease right-of-use assets, net	2	4
Investments in equity method unconsolidated affiliates	75	76
Assets held for sale	1,822	1,722
Other	275	267
<b>Total other noncurrent assets</b>	<b>2,592</b>	<b>2,495</b>
<b>Total Assets</b>	<b>\$ 12,036</b>	<b>\$ 11,799</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 173	\$ 195
Accounts payable to affiliated companies	46	26
Notes payable to affiliated companies	543	739
Taxes accrued	57	83
Interest accrued	50	44
Current maturities of long-term debt	505	205
Liabilities associated with assets held for sale	39	52
Regulatory liabilities	6	64
Other	74	72
<b>Total current liabilities</b>	<b>1,493</b>	<b>1,480</b>
<b>Long-Term Debt</b>	<b>3,800</b>	<b>3,798</b>
<b>Other Noncurrent Liabilities</b>		
Deferred income taxes	1,080	1,018
Asset retirement obligations	26	24
Regulatory liabilities	801	783
Operating lease liabilities	2	7
Accrued pension and other post-retirement benefit costs	6	7
Liabilities associated with assets held for sale	167	182
Other	103	146
<b>Total other noncurrent liabilities</b>	<b>2,185</b>	<b>2,167</b>
<b>Commitments and Contingencies</b>		
<b>Equity</b>		
Common stock, no par value: 100 shares authorized and outstanding at 2025 and 2024	1,635	1,635
Retained earnings	2,922	2,718
<b>Total Piedmont Natural Gas Company, Inc. stockholder's equity</b>	<b>4,557</b>	<b>4,353</b>
<b>Noncontrolling interests</b>		
Total equity	4,558	4,354
<b>Total Liabilities and Equity</b>	<b>\$ 12,036</b>	<b>\$ 11,799</b>

See Notes to Condensed Consolidated Financial Statements

PIEDMONT NATURAL GAS COMPANY, INC.  
**Condensed Consolidated Statements of Cash Flows**  
(Unaudited)

(in millions)	Nine Months Ended September 30,	
	2025	2024
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 243	\$ 218
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	212	193
Equity component of AFUDC	(13)	(17)
Deferred income taxes	46	54
Equity in earnings from unconsolidated affiliates	(6)	(6)
Contributions to qualified pension plans	—	(3)
(A)crease (decrease) in		
Receivables	217	185
Receivables from affiliated companies	7	(2)
Inventory	13	54
Other current assets	(49)	(71)
Increase (decrease) in		
Accounts payable	(44)	(39)
Accounts payable to affiliated companies	20	10
Taxes accrued	(27)	(36)
Other current liabilities	(51)	8
Other assets	(7)	(15)
Other liabilities	(4)	8
Net cash provided by operating activities	557	541
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Capital expenditures	(595)	(800)
Other	(24)	(44)
Net cash used in investing activities	(619)	(844)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from the issuance of long-term debt	450	373
Payments for the redemption of long-term debt	(150)	(40)
Notes payable to affiliated companies	(197)	(26)
Dividends to parent	(40)	—
Other	(1)	—
Net cash provided by financing activities	62	307
Net increase in cash and cash equivalents	—	4
<b>Cash and cash equivalents at beginning of period</b>	2	—
<b>Cash and cash equivalents at end of period</b>	\$ 2	\$ 4
<b>Supplemental Disclosures:</b>		
Significant non-cash transactions:		
Accrued capital expenditures	\$ 129	\$ 143

See Notes to Condensed Consolidated Financial Statements

PIEDMONT NATURAL GAS COMPANY, INC.  
**Condensed Consolidated Statements of Changes in Equity**  
(Unaudited)

(in millions)	Three Months Ended September 30, 2024 and 2025					
	Common Stock		Retained Earnings		Piedmont Natural Gas Company, Inc. Equity	Noncontrolling Interests
	Total	Piedmont	Natural Gas	Company, Inc.	Noncontrolling	Total
<b>Balance at June 30, 2024</b>	\$ 1,635	\$ 2,658	\$ 4,293	\$ 1	\$ 4,294	
Net loss	—	(24)	(24)	—	(24)	
<b>Balance at September 30, 2024</b>	\$ 1,635	\$ 2,634	\$ 4,269	\$ 1	\$ 4,270	
<b>Balance at June 30, 2025</b>	\$ 1,635	\$ 3,000	\$ 4,635	\$ 1	\$ 4,636	
Net loss	—	(38)	(38)	—	(38)	
Dividends to parent	—	(40)	(40)	—	(40)	
<b>Balance at September 30, 2025</b>	\$ 1,635	\$ 2,922	\$ 4,557	\$ 1	\$ 4,558	
Nine Months Ended September 30, 2024 and 2025						
(in millions)	Common Stock		Retained Earnings		Piedmont Natural Gas Company, Inc. Equity	Noncontrolling Interests
	Total	Piedmont	Natural Gas	Company, Inc.	Noncontrolling	Total
	Equity	Equity	Equity	Equity	Equity	Equity
<b>Balance at December 31, 2023</b>	\$ 1,635	\$ 2,416	\$ 4,051	\$ 1	\$ 4,052	
Net income	—	218	218	—	218	
<b>Balance at September 30, 2024</b>	\$ 1,635	\$ 2,634	\$ 4,269	\$ 1	\$ 4,270	
<b>Balance at December 31, 2024</b>	\$ 1,635	\$ 2,718	\$ 4,353	\$ 1	\$ 4,354	
Net income	—	243	243	—	243	
Dividends to parent	—	(40)	(40)	—	(40)	
Other	—	1	1	—	1	
<b>Balance at September 30, 2025</b>	\$ 1,635	\$ 2,922	\$ 4,557	\$ 1	\$ 4,558	

See Notes to Condensed Consolidated Financial Statements

**Index to Combined Notes to Condensed Consolidated Financial Statements**

The unaudited notes to the Condensed Consolidated Financial Statements that follow are a combined presentation. The following list indicates the registrants to which the footnotes apply.

Registrant	Applicable Notes																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Duke Energy	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Duke Energy Carolinas	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Progress Energy	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Duke Energy Progress	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Duke Energy Florida	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Duke Energy Ohio	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Duke Energy Indiana	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Piedmont	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

Tables within the notes may not sum across due to (i) Progress Energy's consolidation of Duke Energy Progress, Duke Energy Florida and other subsidiaries that are not registrants and (ii) subsidiaries that are not registrants but included in the consolidated Duke Energy balances.

**1. ORGANIZATION AND BASIS OF PRESENTATION****BASIS OF PRESENTATION**

These Condensed Consolidated Financial Statements have been prepared in accordance with GAAP for interim financial information and with the instructions to Form 10-Q and Regulation S-X. Accordingly, these Condensed Consolidated Financial Statements do not include all information and notes required by GAAP for annual financial statements and should be read in conjunction with the Consolidated Financial Statements in Duke Energy's Annual Report on Form 10-K for the year ended December 31, 2024.

The information in these combined notes relates to each of the Duke Energy Registrants as noted in the Index to Combined Notes to Condensed Consolidated Financial Statements. However, none of the registrants make any representations as to information related solely to Duke Energy or the subsidiaries of Duke Energy other than itself.

These Condensed Consolidated Financial Statements, in the opinion of the respective companies' management, reflect all normal recurring adjustments necessary to fairly present the financial position and results of operations of each of the Duke Energy Registrants. Amounts reported in Duke Energy's interim Condensed Consolidated Statements of Operations and each of the Subsidiary Registrants' interim Condensed Consolidated Statements of Operations and Comprehensive Income are not necessarily indicative of amounts expected for the respective annual periods due to effects of seasonal temperature variations on energy consumption, regulatory rulings, timing of maintenance on electric generating units, changes in mark-to-market valuations, changing commodity prices and other factors.

In preparing financial statements that conform to GAAP, management must make estimates and assumptions that affect the reported amounts of assets and liabilities, the reported amounts of revenues and expenses and the disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

**BASIS OF CONSOLIDATION**

These Condensed Consolidated Financial Statements include, after eliminating intercompany transactions and balances, the accounts of the Duke Energy Registrants and subsidiaries or VIEs where the respective Duke Energy Registrants have control. See Note 13 for additional information on VIEs. These Condensed Consolidated Financial Statements also reflect the Duke Energy Registrants' proportionate share of certain jointly owned generation and transmission facilities.

**Discontinued Operations**

Duke Energy has elected to present cash flows of discontinued operations combined with cash flows of continuing operations. For all periods presented, unless otherwise noted, disclosures related to balance sheet activity exclude amounts presented as held for sale and disclosures related to income statement activity exclude amounts related to discontinued operations. A portion of NCI on Duke Energy's Condensed Consolidated Balance Sheet as of December 31, 2024, relates to discontinued operations. See Note 2 for discussion of discontinued operations related to the Commercial Renewables Disposal Groups.

**CASH, CASH EQUIVALENTS AND RESTRICTED CASH**

Duke Energy, Duke Energy Carolinas, Progress Energy, Duke Energy Progress and Duke Energy Florida have restricted cash balances related primarily to collateral assets, escrow deposits and VIEs. See Notes 11 and 13 for additional information. Restricted cash amounts are included in Other within Current Assets and Other within Noncurrent Assets on the Condensed Consolidated Balance Sheets. The following table presents the components of cash, cash equivalents and restricted cash included on the Condensed Consolidated Balance Sheets.

	September 30, 2025					December 31, 2024				
	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida
<b>Current Assets</b>										
Cash and cash equivalents	\$ 688	\$ 44	\$ 102	\$ 55	\$ 30	\$ 314	\$ 6	\$ 73	\$ 24	\$ 33
Other	38	5	32	20	12	84	9	76	40	35
<b>Other Noncurrent Assets</b>										
Other	13	—	—	—	—	20	1	11	5	7
Total cash, cash equivalents and restricted cash	\$ 739	\$ 49	\$ 134	\$ 75	\$ 42	\$ 418	\$ 16	\$ 160	\$ 69	\$ 75

**INVENTORY**

Provisions for inventory write-offs were not material at September 30, 2025, and December 31, 2024. The components of inventory are presented in the tables below.

(in millions)	September 30, 2025							
	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Duke Energy Piedmont
Materials and supplies	\$ 3,482	\$ 1,172	\$ 1,708	\$ 1,106	\$ 602	\$ 153	\$ 402	\$ 13
Coal	718	328	249	170	79	18	123	—
Natural gas, oil and other fuel	294	45	194	104	90	11	2	41
Total inventory	\$ 4,494	\$ 1,545	\$ 2,151	\$ 1,380	\$ 771	\$ 182	\$ 527	\$ 54

  

(in millions)	December 31, 2024							
	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Duke Energy Piedmont
Materials and supplies	\$ 3,386	\$ 1,150	\$ 1,649	\$ 1,074	\$ 576	\$ 149	\$ 389	\$ 11
Coal	801	341	241	164	77	23	196	—
Natural gas, oil and other fuel	309	45	196	103	92	11	1	55
Total inventory	\$ 4,496	\$ 1,536	\$ 2,086	\$ 1,341	\$ 745	\$ 183	\$ 586	\$ 66

**OTHER NONCURRENT ASSETS**

Duke Energy, through a nonregulated subsidiary, was the winner of the Carolina Long Bay offshore wind auction in May 2022. The cost of the rights acquired from the auction, totaling \$150 million, is recorded in Other within Other noncurrent assets on Duke Energy's Condensed Consolidated Balance Sheets as of September 30, 2025, and December 31, 2024.

**ACCOUNTS PAYABLE**

Duke Energy has a voluntary supply chain finance program (the "program") that allows Duke Energy suppliers, at their sole discretion, to sell their receivables from Duke Energy to a global financial institution at a rate that leverages Duke Energy's credit rating and which may result in favorable terms compared to the rate available to the supplier on their own credit rating. Suppliers participating in the program determine at their sole discretion which invoices they will sell to the financial institution. Suppliers' decisions on which invoices are sold do not impact Duke Energy's payment terms, which are based on commercial terms negotiated between Duke Energy and the supplier regardless of program participation. The commercial terms negotiated between Duke Energy and its suppliers are consistent regardless of whether the supplier elects to participate in the program. Duke Energy does not issue any guarantees with respect to the program and does not participate in negotiations between suppliers and the financial institution. Duke Energy does not have an economic interest in the supplier's decision to participate in the program and receives no interest, fees or other benefit from the financial institution based on supplier participation in the program.

The following table presents the amounts included within Accounts payable on the Condensed Consolidated Balance Sheets sold to the financial institution by our suppliers and the supplier invoices sold to the financial institution under the program included within Net cash provided by operating activities on the Condensed Consolidated Statements of Cash Flows for the nine months ended September 30, 2025, and 2024.

(in millions)	Three Months Ended September 30, 2024 and 2025		
	Duke Energy	Piedmont	
Confirmed obligations outstanding at June 30, 2024	\$ 28	\$ 28	28
Invoices confirmed during the period	26	25	25
Confirmed invoices paid during the period	(28)	(28)	(28)
Confirmed obligations outstanding at September 30, 2024	\$ 26	\$ 25	25
Confirmed obligations outstanding at June 30, 2025	\$ 12	\$ 12	12
Invoices confirmed during the period	15	15	15
Confirmed invoices paid during the period	(14)	(14)	(14)
Confirmed obligations outstanding at September 30, 2025	\$ 13	\$ 13	13
Nine Months Ended September 30, 2024 and 2025			
(in millions)	Duke Energy	Piedmont	
	Duke Energy	Piedmont	
Confirmed obligations outstanding at December 31, 2023	\$ 50	\$ 47	47
Invoices confirmed during the period	146	144	144
Confirmed invoices paid during the period	(170)	(166)	(166)
Confirmed obligations outstanding at September 30, 2024	\$ 26	\$ 25	25
Confirmed obligations outstanding at December 31, 2024	\$ 13	\$ 12	12
Invoices confirmed during the period	47	45	45
Confirmed invoices paid during the period	(47)	(44)	(44)
Confirmed obligations outstanding at September 30, 2025	\$ 13	\$ 13	13

#### NEW ACCOUNTING STANDARDS

The following new accounting standards have been issued but not yet adopted by the Duke Energy Registrants as of September 30, 2025.

**Improvements to Income Tax Disclosures.** In December 2023, the Financial Accounting Standards Board (FASB) issued new accounting guidance to enhance income tax disclosures by requiring consistent categorization and additional disaggregation of information in the rate reconciliation, as well as an annual disclosure of income taxes paid information disaggregated by jurisdiction. The Duke Energy Registrants plan to adopt this guidance on a prospective basis as of January 1, 2025, in the Company's 2025 Form 10-K. Duke Energy expects this guidance to impact the financial statement disclosures with no impact on the results of operations, cash flows or financial condition.

**Disaggregation of Income Statement Expenses.** In November 2024, the FASB issued new accounting guidance that requires disclosure of disaggregated information for certain cost and expense categories. This new guidance does not change the expense captions presented on the Condensed Consolidated Statements of Operations but requires disaggregation of certain expense captions into specified categories in disclosures within the notes to the financial statements. For Duke Energy Registrants, the amendments will be effective for fiscal years beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027, with early adoption permitted. Duke Energy is currently assessing implementation of this guidance on the financial statement disclosures and expects it will have no impact on the results of operations, cash flows or financial condition.

## 2. DISPOSITIONS

### Minority Interest in Florida Progress

On August 4, 2025, Duke Energy, Progress Energy and Florida Progress LLC (Florida Progress), the holding company of Duke Energy Florida, entered into an investment agreement with an affiliate of Brookfield Super-Core Infrastructure Partners (Investor), pursuant to which Florida Progress agreed to issue membership interests to Investor for up to a 19.7% membership interest in Florida Progress following a series of closings, for an aggregate investment of \$6 billion, subject to certain adjustments. At the first closing, Florida Progress will issue to Investor 9.2% of the Florida Progress membership interests for \$2.8 billion. The first closing will be followed by additional closings with investments occurring no later than on the following timeline: (i) Investor will invest an additional \$200 million in Florida Progress no later than December 31, 2026; (ii) Investor will invest an additional \$500 million in Florida Progress no later than June 30, 2027; (iii) Investor will invest an additional \$1.5 billion in Florida Progress no later than December 31, 2027; and (iv) Investor will invest an additional \$1 billion in Florida Progress no later than June 30, 2028. The ownership interest of Florida Progress will transfer proportionally with each closing. The Investor has the option to fund its total \$6 billion investment sooner. The transaction is subject to the satisfaction of certain customary conditions described in the investment agreement, including receipt of the approval of the FERC and completion of review by CFIUS, as well as approval, or a determination that the transaction does not require approval, by the NRC. The investment agreement also provides that, upon termination of the investment agreement under certain specified circumstances prior to the first closing, the Investor would be required to pay Progress Energy a termination fee of \$240 million.

Proceeds from the minority interest investment are expected to be used to efficiently fund Duke Energy's growing capital and investment expenditures plan, primarily by displacing certain previously planned issuances of long-term debt and common equity through 2029.

The investment agreement limits Florida Progress' ability to declare dividends before the first closing (anticipated to be in early 2026). The Investor will receive certain limited rights commensurate with its 19.7% investment in Florida Progress. Duke Energy and Progress Energy will retain control of Florida Progress, so no gain or loss is expected to be recognized on the Condensed Consolidated Statements of Operations. The investment will be presented as noncontrolling interest within stockholders' equity.

### Sale of Piedmont's Tennessee Business

On July 27, 2025, Piedmont entered into a purchase agreement with Spire Inc., a Missouri corporation, for the sale of Piedmont's Tennessee business with expected proceeds of \$2.48 billion, subject to closing adjustments, with proceeds due at closing. Piedmont's Tennessee business is included within the GU&I segment of Duke Energy and Piedmont. Piedmont expects to complete the sale on March 31, 2026. Completion of the transaction is subject to customary closing conditions, including approval from the TPUC and expiration or termination of the applicable waiting period under the HSR. The HSR waiting period for the transaction expired in September 2025. The purchase agreement contains certain termination rights and provides that Spire Inc. may be required to pay a termination fee for an amount equal to 6.5% of the purchase price to Piedmont upon termination of the purchase agreement under certain circumstances. In the third quarter of 2025, Duke Energy and Piedmont reclassified the Piedmont Tennessee Disposal Group to assets held for sale. Proceeds from the sale are expected to be used for debt reduction at Piedmont and to efficiently fund Duke Energy's capital plan, primarily by displacing the issuance of common equity in the near term.

### Sale of Commercial Renewables Segment

In 2023, Duke Energy completed the sale of substantially all the assets in the Commercial Renewables business segment. Duke Energy closed on the transaction with Brookfield on October 25, 2023, for proceeds of \$1.1 billion, with approximately half of the proceeds received at closing and the remainder due 18 months after closing. The balance of the remaining proceeds of \$551 million is included in Receivable from sales of Commercial Renewables Disposal Groups as of December 31, 2024, on Duke Energy's Condensed Consolidated Balance Sheets. On April 28, 2025, Duke Energy received the remaining sale proceeds from Brookfield. In January 2025, a sale of the remaining Commercial Renewables business assets was completed and proceeds from that disposition were not material.

### Assets Held For Sale and Discontinued Operations

The Commercial Renewables Disposal Groups were classified as held for sale and as discontinued operations in the fourth quarter of 2022. No interest from corporate level debt was allocated to discontinued operations.

The Piedmont Tennessee Disposal Group was classified as held for sale in the third quarter of 2025. Piedmont ceased recording depreciation and amortization on long-lived assets of the Piedmont Tennessee Disposal Group upon meeting the held for sale criteria in August 2025.

The following table presents the carrying values of the major classes of Assets held for sale and Liabilities associated with assets held for sale included in Duke Energy's and Piedmont's Condensed Consolidated Balance Sheets.

(in millions)	September 30, 2025				
	Piedmont		Duke Energy		
	Piedmont Tennessee Disposal Group	Piedmont Tennessee Disposal Group	Commercial Renewables Disposal Groups	Disposal Groups	Total
<b>Current Assets Held for Sale</b>					
Receivables, net	\$ 28	\$ 28	\$ —	\$ —	\$ 28
Inventory	12	12	—	—	12
Other	7	7	—	—	7
<b>Total current assets held for sale</b>	<b>47</b>	<b>47</b>	<b>—</b>	<b>—</b>	<b>47</b>
<b>Noncurrent Assets Held for Sale</b>					
<b>Property, Plant and Equipment</b>					
Cost	2,185	2,185	—	—	2,185
Accumulated depreciation and amortization	(414)	(414)	—	—	(414)
Net property, plant and equipment	1,771	1,771	—	—	1,771
Goodwill	10	294	—	—	294
Regulatory assets	41	41	—	—	41
<b>Total noncurrent assets held for sale</b>	<b>1,822</b>	<b>2,106</b>	<b>—</b>	<b>—</b>	<b>2,106</b>
<b>Total Assets Held for Sale</b>	<b>\$ 1,869</b>	<b>\$ 2,153</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 2,153</b>
<b>Current Liabilities Associated with Assets Held for Sale</b>					
Accounts payable	\$ 35	\$ 35	\$ 18	\$ 18	\$ 53
Other	4	4	—	—	4
<b>Total current liabilities associated with assets held for sale</b>	<b>39</b>	<b>39</b>	<b>18</b>	<b>18</b>	<b>57</b>
<b>Noncurrent Liabilities Associated with Assets Held for Sale</b>					
Asset retirement obligations	4	4	—	—	4
Regulatory liabilities	158	158	—	—	158
Other	5	5	—	—	5
<b>Total noncurrent liabilities associated with assets held for sale</b>	<b>167</b>	<b>167</b>	<b>—</b>	<b>—</b>	<b>167</b>
<b>Total Liabilities Associated with Assets Held for Sale</b>	<b>\$ 206</b>	<b>\$ 206</b>	<b>\$ 18</b>	<b>\$ 18</b>	<b>\$ 224</b>

As of September 30, 2025, \$18 million of current liabilities held for sale balance relates to the previously sold Commercial Renewables Disposal Groups' assets and is expected to settle by December 31, 2025.

(in millions)	December 31, 2024			
	Piedmont		Duke Energy	
	Piedmont Tennessee Disposal Group	Piedmont Tennessee Disposal Group	Commercial Renewables Disposal Groups	Total
<b>Current Assets Held for Sale</b>				
Receivables, net	\$ 64	\$ 64	—	64
Inventory	12	12	—	12
Other	16	16	4	20
<b>Total current assets held for sale</b>	<b>92</b>	<b>92</b>	<b>4</b>	<b>96</b>
<b>Noncurrent Assets Held for Sale</b>				
<b>Property, Plant and Equipment</b>				
Cost	2,069	2,069	109	2,178
Accumulated depreciation and amortization	(392)	(392)	(24)	(416)
<b>Net property, plant and equipment</b>	<b>1,677</b>	<b>1,677</b>	<b>85</b>	<b>1,762</b>
Goodwill	10	294	—	294
Regulatory assets	35	35	—	35
Operating lease right-of-use assets, net	—	—	4	4
<b>Total noncurrent assets held for sale</b>	<b>1,722</b>	<b>2,006</b>	<b>89</b>	<b>2,095</b>
<b>Total Assets Held for Sale</b>	<b>\$ 1,814</b>	<b>\$ 2,098</b>	<b>\$ 93</b>	<b>\$ 2,191</b>
<b>Current Liabilities Associated with Assets Held for Sale</b>				
Accounts payable	\$ 42	\$ 42	\$ 19	\$ 61
Taxes accrued	1	1	1	2
Current maturities of long-term debt	—	—	43	43
Unrealized losses on commodity hedges	—	—	13	13
Other	9	9	4	13
<b>Total current liabilities associated with assets held for sale</b>	<b>52</b>	<b>52</b>	<b>80</b>	<b>132</b>
<b>Noncurrent Liabilities Associated with Assets Held for Sale</b>				
Asset retirement obligations	4	4	5	9
Regulatory liabilities	173	173	—	173
Operating lease liabilities	—	—	5	5
Unrealized losses on commodity hedges	—	—	66	66
Other	5	5	13	18
<b>Total noncurrent liabilities associated with assets held for sale</b>	<b>182</b>	<b>182</b>	<b>89</b>	<b>271</b>
<b>Total Liabilities Associated with Assets Held for Sale</b>	<b>\$ 234</b>	<b>\$ 234</b>	<b>\$ 169</b>	<b>\$ 403</b>

As of December 31, 2024, the noncontrolling interest balance is \$18 million and relates to the previously sold Commercial Renewables Disposal Groups.

The following table presents the results of the Commercial Renewables Disposal Groups, which are included in Income (Loss) from Discontinued Operations, net of tax in Duke Energy's Condensed Consolidated Statements of Operations.

(in millions)	Three Months Ended September 30,		
	2024	2025	2024
Operating revenues	\$ 2	\$ 4	\$ 9
Operation, maintenance and other	3	1	19
Property and other taxes	—	—	1
Interest expense	1	—	3
Loss on disposal	17	4	22
Loss before income taxes	(19)	(1)	(36)
Income tax benefit	(44)	—	(48)
Income (Loss) from discontinued operations	\$ 25	\$ (1)	\$ 12
Add: Net income attributable to noncontrolling interest included in discontinued operations	(3)	—	(3)
Net income (loss) from discontinued operations attributable to Duke Energy Corporation	\$ 22	\$ (1)	\$ 9

Duke Energy has elected not to separately disclose discontinued operations on Duke Energy's Condensed Consolidated Statements of Cash Flows. The following table summarizes Duke Energy's cash flows from discontinued operations related to the Commercial Renewables Disposal Groups.

(in millions)	Nine Months Ended September 30,	
	2025	2024
<b>Cash flows (used in) provided by:</b>		
Operating activities	\$ (3)	\$ 6
Investing activities	—	(13)

#### **Other Sale-Related Matters**

As part of the 2023 purchase and sale agreement for the Commercial Renewables distributed generation group, Duke Energy agreed to retain certain guarantees, with expiration dates between 2029 through 2034, related to tax equity partners' assets and operations that were disposed of via sale. Duke Energy has obtained certain guarantees from the buyers in regards to future performance obligations to assist in limiting Duke Energy's exposure under the retained guarantees. The fair value of the guarantees is immaterial as Duke Energy does not believe conditions are likely for performance under these guarantees.

#### **3. BUSINESS SEGMENTS**

##### **Duke Energy**

Duke Energy's segment structure includes the following two segments: EU&I and GU&I.

The EU&I segment primarily includes Duke Energy's regulated electric utilities in the Carolinas, Florida and the Midwest. EU&I also includes the offshore wind contract for Carolina Long Bay.

The GU&I segment includes Piedmont, Duke Energy's natural gas local distribution companies in Ohio and Kentucky and Duke Energy's natural gas storage, midstream pipeline and renewable natural gas investments.

The remainder of Duke Energy's operations is presented as Other, which is primarily comprised of interest expense on holding company debt, unallocated corporate costs, Duke Energy's wholly owned captive insurance company, Bison, and Duke Energy's ownership interest in NMC.

Business segment information is presented in the following tables. Segment assets presented exclude intercompany assets. On a quarterly basis going forward, the Company expects to disclose segment assets as of the prior year end and current interim period end, consistent with the periods presented on the Condensed Consolidated Balance Sheets in each respective Form 10-Q.

(in millions)	Three Months Ended September 30, 2025						
	Electric		Gas		Total		
	Utilities and	Utilities and	Reportable	Other	Eliminations	Total	
Unaffiliated revenues	\$ 8,165	\$ 371	\$ 8,536	\$ 6	\$ —	\$ 8,542	
Intersegment revenues	15	23	38	34	(72)	—	
Total operating revenues	\$ 8,180	\$ 394	\$ 8,574	\$ 40	\$ (72)	\$ 8,542	
Less:							
Fuel used in electric generation and purchased power	\$ 2,309	\$ —	\$ 2,309	\$ —	\$ (20)	\$ 2,289	
Cost of natural gas	—	110	110	—	—	110	
Operation, maintenance and other	1,728	125	1,853	(38)	(53)	1,762	
Depreciation and amortization	1,448	106	1,554	79	(7)	1,626	
Property and other taxes	394	41	435	2	1	438	
Impairment of assets and other charges	(1)	—	(1)	—	1	—	
Interest expense	522	67	589	332	(19)	902	
Income tax expense (benefit)	264	(10)	254	(79)	1	176	
<u>Other Segment Items</u>							
Noncontrolling interests <sup>(a)</sup>	34	—	34	—	(1)	33	
Preferred dividends	—	—	—	14	—	14	
Add: Equity in earnings of unconsolidated affiliates	—	5	5	12	(1)	16	
Add: Other <sup>(b)</sup>	176	14	190	33	(24)	199	
Segment income (loss)	\$ 1,658	\$ (26)	\$ 1,632	\$ (225)	\$ —	\$ 1,407	
Add back: Net income attributable to noncontrolling interest						33	
Add back: Preferred dividends						14	
Net Income						\$ 1,454	

(in millions)	Three Months Ended September 30, 2024								
	Electric Utilities and Infrastructure		Gas Utilities and Infrastructure		Total Reportable Segments		Other	Eliminations	Total
	Operating Revenues	Other	Operating Revenues	Other	Operating Revenues	Other			
Unaffiliated revenues	\$ 7,833		\$ 309		\$ 8,142		\$ 12		\$ 8,154
Intersegment revenues		19		23		42		30	
Total operating revenues	\$ 7,852		\$ 332		\$ 8,184		\$ 42		\$ 8,154
Less:									
Fuel used in electric generation and purchased power	\$ 2,664		\$ —		\$ 2,664		\$ (20)		\$ 2,644
Cost of natural gas		—		70		70			70
Operation, maintenance and other	1,387		113		1,500		(44)		1,409
Depreciation and amortization	1,352		100		1,452		72		1,516
Property and other taxes	345		36		381		3		383
Impairment of assets and other charges	(5)		—		(5)		—		(5)
Interest expense	514		67		581		321		872
Income tax expense (benefit)	244		(14)		230		(66)		163
<u>Other Segment Items</u>									
Noncontrolling interests <sup>(a)</sup>	31		—		31		—		31
Preferred dividends	—		—		—		39		39
Preferred redemption costs	—		—		—		16		16
Add: Equity in earnings of unconsolidated affiliates	2		3		5		10		15
Add: Other <sup>(b)</sup>	129		12		141		67		173
Segment income (loss) <sup>(c)(d)</sup>	\$ 1,451		\$ (25)		\$ 1,426		\$ (222)		\$ 1,204
Discontinued Operations									22
Net income available to Duke Energy Corporation Common Stockholders									\$ 1,226
Add back: Net Income available to noncontrolling interest									34
Add back: Preferred dividends									39
Add back: Preferred redemption costs									16
Net Income									\$ 1,315

(a) Net income attributable to NCI related to continuing operations.

(b) Other for EU&I and GU&I includes Gains on sales of other assets and other, net, and Other income and expenses, net.

(c) EU&I includes \$17 million recorded within Operating Revenues and GU&I includes \$1 million recorded within Operations, maintenance and other and \$3 million recorded within Other income and expenses related to nonrecurring customer billing adjustments as a result of implementation of a new customer system.

(d) Other includes \$16 million recorded as Preferred Redemption Costs related to the redemption of Series B Preferred Stock. Refer to Note 15 for further information.

(in millions)	Nine Months Ended September 30, 2025								
	Electric Utilities and Infrastructure		Gas Utilities and Infrastructure		Total Reportable Segments		Other	Eliminations	Total
	Utilities	Infrastructure	Utilities	Infrastructure	Reportable Segments	Reportable Segments			
Unaffiliated revenues	\$ 22,320		\$ 1,958		\$ 24,278		\$ 21		\$ 24,299
Intersegment revenues	45		69		114		101	(215)	—
Total operating revenues	\$ 22,365		\$ 2,027		\$ 24,392		\$ 122	\$ (215)	\$ 24,299
Less:									
Fuel used in electric generation and purchased power	\$ 6,326		\$ —		\$ 6,326		\$ —	\$ (60)	\$ 6,266
Cost of natural gas	—		\$ 642		\$ 642		—		\$ 642
Operation, maintenance and other	4,746		\$ 379		\$ 5,125		\$ (59)	\$ (150)	\$ 4,916
Depreciation and amortization	4,184		\$ 325		\$ 4,509		\$ 233	\$ (21)	\$ 4,721
Property and other taxes	1,143		\$ 129		\$ 1,272		\$ 8	\$ 1	\$ 1,281
Impairment of assets and other charges	(2)		—		\$ (2)		\$ 5		\$ 3
Interest expense	1,587		\$ 197		\$ 1,784		\$ 968	\$ (64)	\$ 2,688
Income tax expense (benefit)	653		\$ 77		\$ 730		\$ (243)	\$ 1	\$ 488
<u>Other Segment Items</u>									
Noncontrolling interests <sup>(a)</sup>	82		—		\$ 82		—	\$ (1)	\$ 81
Preferred dividends	—		—		—		\$ 41		\$ 41
Add: Equity in earnings of unconsolidated affiliates	—		\$ 11		\$ 11		\$ 27		\$ 38
Add: Other <sup>(b)</sup>	482		\$ 40		\$ 522		\$ 91	\$ (79)	\$ 534
Segment income (loss)	\$ 4,128		\$ 329		\$ 4,457		\$ (713)		\$ 3,744
Discontinued Operations									\$ (1)
Net income available to Duke Energy Corporation Common Stockholders									\$ 3,743
Add back: Net income attributable to noncontrolling interest									\$ 81
Add back: Preferred dividends									\$ 41
<b>Net Income</b>									<b>\$ 3,865</b>
Capital investments expenditures and acquisitions for the nine months ended September 30, 2025	\$ 8,789		\$ 847		\$ 9,636		\$ 245		\$ 9,881
Segment assets as of September 30, 2025 <sup>(c)</sup>	169,647		18,468		188,115		4,178		192,293

(in millions)	Nine Months Ended September 30, 2024						
	Electric		Gas		Total		
	Utilities and	Infrastructure	Utilities and	Infrastructure	Reportable	Other	Eliminations
Unaffiliated revenues	\$ 21,420	\$ 1,547	\$ 22,967	\$ 30	\$ —	\$ 22,997	\$ 22,997
Intersegment revenues	55	68	123	90	(213)	—	—
Total operating revenues	\$ 21,475	\$ 1,615	\$ 23,090	\$ 120	\$ (213)	\$ 22,997	\$ 22,997
Less:							
Fuel used in electric generation and purchased power	\$ 7,266	\$ —	\$ 7,266	\$ —	\$ (59)	\$ 7,207	\$ 7,207
Cost of natural gas	—	380	380	—	—	380	380
Operation, maintenance and other	3,965	359	4,324	(70)	(146)	4,108	4,108
Depreciation and amortization	3,823	294	4,117	216	(21)	4,312	4,312
Property and other taxes	1,033	120	1,153	10	(1)	1,162	1,162
Impairment of assets and other charges	38	—	38	1	—	39	39
Interest expense	1,501	189	1,690	921	(98)	2,513	2,513
Income tax expense (benefit)	631	57	688	(207)	—	481	481
Other Segment Items							
Noncontrolling interests <sup>(a)</sup>	66	—	66	—	(1)	65	65
Preferred dividends	—	—	—	92	—	92	92
Preferred redemption costs	—	—	—	16	—	16	16
Add: Equity in earnings of unconsolidated affiliates	4	3	7	46	—	53	53
Add: Other <sup>(b)</sup>	406	46	452	188	(113)	527	527
Segment income (loss) <sup>(d)(e)</sup>	\$ 3,562	\$ 265	\$ 3,827	\$ (625)	\$ —	\$ 3,202	\$ 3,202
Discontinued Operations						9	9
Net income available to Duke Energy Corporation Common Stockholders						\$ 3,211	\$ 3,211
Add back: Net Income available to noncontrolling interest						68	68
Add back: Preferred dividends						92	92
Add back: Preferred redemption costs						16	16
Net Income						\$ 3,387	\$ 3,387
Capital investments expenditures and acquisitions for the nine months ended September 30, 2024	\$ 7,969	\$ 1,027	\$ 8,996	\$ 203	\$ —	\$ 9,199	\$ 9,199
Segment assets as of December 31, 2024 <sup>(c)</sup>	164,010	18,131	182,141	4,202	—	186,343	186,343

(a) Net income attributable to NCI related to continuing operations.

(b) Other for EU&I and GU&I includes Gains on sales of other assets and other, net, and Other income and expenses, net.

(c) GU&I includes Assets held for sale balances related to the Piedmont Tennessee Disposal Group. Refer to Note 2 for further information.

(d) EU&I includes \$42 million recorded within Impairment of assets and other charges, \$2 million within Operations, maintenance and other, and an \$11 million reduction recorded within Interest Expense on Duke Energy Carolinas' and Duke Energy Progress' Condensed Consolidated Statement of Operations, related to the Duke Energy Carolinas' 2024 South Carolina rate case order. Additionally, EU&I includes \$17 million recorded within Operating Revenues and GU&I includes \$1 million recorded within Operations, maintenance and other and \$3 million recorded within Other income and expenses related to nonrecurring customer billing adjustments as a result of implementation of a new customer system.

(e) Other includes \$16 million recorded as Preferred Redemption Costs related to the redemption of Series B Preferred Stock. Refer to Note 15 for further information.

**Duke Energy Carolinas**

Duke Energy Carolinas has one reportable segment, EU&I. The remainder of Duke Energy Carolinas' operations is presented as Other.

(in millions)	Three Months Ended September 30, 2025			Nine Months Ended September 30, 2025		
	Electric Utilities and Infrastructure	Eliminations/ Other	Total	Electric Utilities and Infrastructure	Eliminations/ Other	Total
Total operating revenues	\$ 2,632	\$ —	\$ 2,632	\$ 7,387	\$ —	\$ 7,387
Less:						
Fuel used in electric generation and purchased power	\$ 706	\$ —	\$ 706	\$ 2,080	\$ —	\$ 2,080
Operation, maintenance and other	477	10	487	1,439	32	1,471
Depreciation and amortization	488	—	488	1,402	—	1,402
Property and other taxes	96	—	96	283	—	283
Impairment of assets and other charges	1	—	1	—	—	—
Interest expense	184	—	184	584	—	584
Income tax expense (benefit)	54	(3)	51	146	(8)	138
Add: Other segment items <sup>(a)</sup>	66	(1)	65	195	(2)	193
Segment income (loss) / Net income	\$ 692	\$ (8)	\$ 684	\$ 1,648	\$ (26)	\$ 1,622
Capital expenditures for the nine months ended September 30, 2025				\$ 3,159	\$ —	\$ 3,159
Segment assets as of September 30, 2025				\$ 57,700	\$ 221	\$ 57,921

(in millions)	Three Months Ended September 30, 2024			Nine Months Ended September 30, 2024		
	Electric Utilities and Infrastructure	Eliminations/ Other	Total	Electric Utilities and Infrastructure	Eliminations/ Other	Total
Total operating revenues	\$ 2,707	\$ —	\$ 2,707	\$ 7,411	\$ —	\$ 7,411
Less:						
Fuel used in electric generation and purchased power	\$ 922	\$ —	\$ 922	\$ 2,531	\$ —	\$ 2,531
Operation, maintenance and other	461	2	463	1,335	23	1,358
Depreciation and amortization	472	—	472	1,306	—	1,306
Property and other taxes	88	—	88	271	—	271
Impairment of assets and other charges	(2)	—	(2)	32	—	32
Interest expense	189	—	189	537	—	537
Income tax expense (benefit)	50	(1)	49	159	(6)	153
Add: Other segment items <sup>(a)</sup>	59	(1)	58	184	(2)	182
Segment income (loss) / Net income	\$ 586	\$ (2)	\$ 584	\$ 1,424	\$ (19)	\$ 1,405
Capital expenditures for the nine months ended September 30, 2024				\$ 2,923	\$ —	\$ 2,923
Segment assets as of December 31, 2024				\$ 54,782	\$ 223	\$ 55,005

(a) Other segment items include Gains on sales of other assets and other, net, and Other income and expenses, net.

**Progress Energy**

Progress Energy has one reportable segment, EU&I. The remainder of Progress Energy's operations is presented as Other.

(in millions)	Three Months Ended September 30, 2025			Nine Months Ended September 30, 2025		
	Electric Utilities and Infrastructure	Eliminations/ Other	Total	Electric Utilities and Infrastructure	Eliminations/ Other	Total
Total operating revenues	\$ 4,070	\$ 4	\$ 4,074	\$ 11,098	\$ 12	\$ 11,110
<b>Less:</b>						
Fuel used in electric generation and purchased power	\$ 1,175	\$ —	\$ 1,175	\$ 3,306	\$ —	\$ 3,306
Operation, maintenance and other	935	9	944	2,436	39	2,475
Depreciation and amortization	670	—	670	1,910	—	1,910
Property and other taxes	201	—	201	548	—	548
Impairment of assets and other charges	(2)	—	(2)	(2)	—	(2)
Interest expense	243	29	272	744	86	830
Income tax expense (benefit)	155	(12)	143	394	(33)	361
Add: Other segment items <sup>(a)</sup>	81	5	86	218	10	228
Segment income (loss) / Net income	\$ 774	\$ (17)	\$ 757	\$ 1,980	\$ (70)	\$ 1,910
Capital expenditures for the nine months ended September 30, 2025				\$ 4,320	\$ —	\$ 4,320
Segment assets as of September 30, 2025				70,292	4,272	74,564

(in millions)	Three Months Ended September 30, 2024			Nine Months Ended September 30, 2024		
	Electric Utilities and Infrastructure	Eliminations/ Other	Total	Electric Utilities and Infrastructure	Eliminations/ Other	Total
Total operating revenues	\$ 3,854	\$ 6	\$ 3,860	\$ 10,430	\$ 15	\$ 10,445
<b>Less:</b>						
Fuel used in electric generation and purchased power	\$ 1,384	\$ —	\$ 1,384	\$ 3,729	\$ —	\$ 3,729
Operation, maintenance and other	646	7	653	1,833	36	1,869
Depreciation and amortization	640	—	640	1,795	—	1,795
Property and other taxes	170	—	170	494	—	494
Impairment of assets and other charges	(3)	—	(3)	6	—	6
Interest expense	241	30	271	709	87	796
Income tax expense (benefit)	142	(12)	130	351	(31)	320
Add: Other segment items <sup>(a)</sup>	53	10	63	170	28	198
Segment income (loss) / Net income	\$ 687	\$ (9)	\$ 678	\$ 1,683	\$ (49)	\$ 1,634
Capital expenditures for the nine months ended September 30, 2024				\$ 3,891	\$ —	\$ 3,891
Segment assets as of December 31, 2024				67,951	3,685	71,636

(a) Other segment items include Gains on sales of other assets and other, net, and Other income and expenses, net.

**Duke Energy Progress**

Duke Energy Progress has one reportable segment, EU&I. The remainder of Duke Energy Progress' operations is presented as Other.

(in millions)	Three Months Ended September 30, 2025			Nine Months Ended September 30, 2025		
	Electric Utilities and Infrastructure	Eliminations/ Other	Total	Electric Utilities and Infrastructure	Eliminations/ Other	Total
Total operating revenues	\$ 1,913	\$ —	1,913	\$ 5,612	\$ —	5,612
Less:						
Fuel used in electric generation and purchased power	\$ 629	\$ —	629	\$ 1,928	\$ —	1,928
Operation, maintenance and other	358	4	362	1,082	18	1,100
Depreciation and amortization	373	—	373	1,049	—	1,049
Property and other taxes	54	—	54	159	—	159
Impairment of assets and other charges	(2)	—	(2)	(2)	—	(2)
Interest expense	125	—	125	392	—	392
Income tax expense (benefit)	58	(2)	56	156	(5)	151
Add: Other segment items <sup>(a)</sup>	58	(2)	56	147	(4)	143
Segment income (loss) / Net income	\$ 376	\$ (4)	372	\$ 995	\$ (17)	978
Capital expenditures for the nine months ended September 30, 2025				\$ 2,372	\$ —	2,372
Segment assets as of September 30, 2025				41,163	744	41,907

(in millions)	Three Months Ended September 30, 2024			Nine Months Ended September 30, 2024		
	Electric Utilities and Infrastructure	Eliminations/ Other	Total	Electric Utilities and Infrastructure	Eliminations/ Other	Total
Total operating revenues	\$ 1,914	\$ —	1,914	\$ 5,338	\$ —	5,338
Less:						
Fuel used in electric generation and purchased power	\$ 679	\$ —	679	\$ 1,896	\$ —	1,896
Operation, maintenance and other	374	2	376	1,063	14	1,077
Depreciation and amortization	354	—	354	999	—	999
Property and other taxes	43	—	43	144	—	144
Impairment of assets and other charges	(3)	—	(3)	6	—	6
Interest expense	127	—	127	370	—	370
Income tax expense (benefit)	48	—	48	137	(2)	135
Add: Other segment items <sup>(a)</sup>	32	3	35	104	5	109
Segment income (loss) / Net income	\$ 324	\$ 1	325	\$ 827	\$ (7)	820
Capital expenditures for the nine months ended September 30, 2024				\$ 2,036	\$ —	2,036
Segment assets as of December 31, 2024				39,402	91	39,493

(a) Other segment items include Gains on sales of other assets and other, net, and Other income and expenses, net.

**Duke Energy Florida**

Duke Energy Florida has one reportable segment, EU&I. The remainder of Duke Energy Florida's operations is presented as Other.

(in millions)	Three Months Ended September 30, 2025			Nine Months Ended September 30, 2025		
	Electric Utilities and Infrastructure	Eliminations/ Other	Total	Electric Utilities and Infrastructure	Eliminations/ Other	Total
Total operating revenues	\$ 2,157	\$ —	\$ 2,157	\$ 5,486	\$ —	\$ 5,486
<b>Less:</b>						
Fuel used in electric generation and purchased power	\$ 546	\$ —	\$ 546	\$ 1,378	\$ —	\$ 1,378
Operation, maintenance and other	577	2	579	1,354	11	1,365
Depreciation and amortization	297	—	297	861	—	861
Property and other taxes	147	—	147	389	—	389
Interest expense	118	—	118	352	—	352
Income tax expense (benefit)	97	(1)	96	238	(3)	235
Add: Other segment items <sup>(a)</sup>	23	—	23	71	(2)	69
Segment income (loss) / Net income	\$ 398	\$ (1)	\$ 397	\$ 985	\$ (10)	\$ 975
Capital expenditures for the nine months ended September 30, 2025				\$ 1,948	\$ —	\$ 1,948
Segment assets as of September 30, 2025				29,129	85	29,214

(in millions)	Three Months Ended September 30, 2024			Nine Months Ended September 30, 2024		
	Electric Utilities and Infrastructure	Eliminations/ Other	Total	Electric Utilities and Infrastructure	Eliminations/ Other	Total
Total operating revenues	\$ 1,940	\$ —	\$ 1,940	\$ 5,092	\$ —	\$ 5,092
<b>Less:</b>						
Fuel used in electric generation and purchased power	\$ 705	\$ —	\$ 705	\$ 1,833	\$ —	\$ 1,833
Operation, maintenance and other	272	—	272	770	9	779
Depreciation and amortization	286	—	286	796	—	796
Property and other taxes	127	—	127	350	—	350
Interest expense	114	—	114	339	—	339
Income tax expense (benefit)	94	—	94	214	(2)	212
Add: Other segment items <sup>(a)</sup>	21	1	22	66	3	69
Segment income (loss) / Net income	\$ 363	\$ 1	\$ 364	\$ 856	\$ (4)	\$ 852
Capital expenditures for the nine months ended September 30, 2024				\$ 1,855	\$ —	\$ 1,855
Segment assets as of December 31, 2024				28,549	20	28,569

(a) Other segment items include Gains on sales of other assets and other, net, and Other income and expenses, net.

**Duke Energy Ohio**

Duke Energy Ohio has two reportable segments, EU&I and GU&I. The remainder of Duke Energy Ohio's operations is presented as Other.

(in millions)	Three Months Ended September 30, 2025					
	Electric Utilities and Infrastructure		Gas Utilities and Infrastructure		Total Reportable Segments	Eliminations/Other
	\$	561	\$	118	\$	679
Total operating revenues	\$	561	\$	118	\$	679
Less:						
Fuel used in electric generation and purchased power	\$	175	\$	—	\$	175
Cost of natural gas	—		12		12	
Operation, maintenance and other	98		28		126	
Depreciation and amortization	83		36		119	
Property and other taxes	87		21		108	
Interest expense	34		18		52	
Income tax expense (benefit)	13		1		14	
Add: Other segment items <sup>(a)</sup>	4		2		6	
Segment income (loss) / Net income	\$	75	\$	4	\$	78

(in millions)	Three Months Ended September 30, 2024					
	Electric Utilities and Infrastructure		Gas Utilities and Infrastructure		Total Reportable Segments	Eliminations/Other
	\$	497	\$	108	\$	605
Total operating revenues	\$	497	\$	108	\$	605
Less:						
Fuel used in electric generation and purchased power	\$	146	\$	—	\$	146
Cost of natural gas	—		18		18	
Operation, maintenance and other	106		25		131	
Depreciation and amortization	70		32		102	
Property and other taxes	79		20		99	
Interest expense	32		18		50	
Income tax expense (benefit)	10		(2)		8	
Add: Other segment items <sup>(a)</sup>	3		(1)		2	
Segment income (loss) / Net income	\$	57	\$	(4)	\$	53

(a) Other segment items for EU&I and GU&I include Gains on sales of other assets and other, net, and Other income and expenses, net.

(in millions)	Nine Months Ended September 30, 2025					
	Electric Utilities and Infrastructure		Gas Utilities and Infrastructure		Total Reportable Segments	Eliminations/Other
	\$	1,546	\$	553	\$	2,099
Total operating revenues	\$	1,546	\$	553	\$	2,099
Less:						
Fuel used in electric generation and purchased power	\$	485	\$	—	\$	485
Cost of natural gas	—		148		148	
Operation, maintenance and other	277		84		361	
Depreciation and amortization	242		111		353	
Property and other taxes	253		72		325	
Interest expense	97		52		149	
Income tax expense (benefit)	31		18		49	
Add: Other segment items <sup>(a)</sup>	12		6		18	
Segment income (loss) / Net income	\$	173	\$	74	\$	247
Capital expenditures for the nine months ended September 30, 2025	\$	457	\$	252	\$	709
Segment assets as of September 30, 2025	8,433		4,647		13,080	
					192	13,272

(in millions)	Nine Months Ended September 30, 2024						Total
	Electric		Gas		Total	Reportable Segments	Eliminations/ Other
	Utilities and Infrastructure	Utilities and Infrastructure	Utilities and Infrastructure	Utilities and Infrastructure	Utilities and Infrastructure		
Total operating revenues	\$ 1,431	\$ 460	\$ 1,891	\$ 1,891	\$ 1,891	\$ 1,891	\$ 1,891
Less:							
Fuel used in electric generation and purchased power	\$ 416	\$ —	\$ 416	\$ 416	\$ 416	\$ 416	\$ 416
Cost of natural gas	—	100	100	100	—	—	100
Operation, maintenance and other	287	87	374	4	378	4	378
Depreciation and amortization	201	96	297	—	—	—	297
Property and other taxes	230	73	303	—	—	—	303
Interest expense	93	50	143	1	144	1	144
Income tax expense (benefit)	33	11	44	(2)	42	(2)	42
Add: Other segment items <sup>(a)</sup>	10	3	13	(1)	12	(1)	12
Segment income (loss) / Net income	\$ 181	\$ 46	\$ 227	\$ (4)	\$ 223	\$ (4)	\$ 223
Capital expenditures for the nine months ended September 30, 2024	\$ 421	\$ 219	\$ 640	\$ —	\$ 640	\$ —	\$ 640
Segment assets as of December 31, 2024	8,211	4,506	12,717	51	12,768	51	12,768

(a) Other segment items for EU&I and GU&I include Gains on sales of other assets and other, net, and Other income and expenses, net.

#### Duke Energy Indiana

Duke Energy Indiana has one reportable segment, EU&I. The remainder of Duke Energy Indiana's operations is presented as Other.

(in millions)	Three Months Ended September 30, 2025			Nine Months Ended September 30, 2025			Total	
	Electric		Total	Electric		Total		
	Utilities and Infrastructure	Eliminations/ Other		Utilities and Infrastructure	Eliminations/ Other			
Total operating revenues	\$ 992	\$ —	\$ 992	\$ 2,671	\$ —	\$ 2,671	\$ 2,671	
Less:								
Fuel used in electric generation and purchased power	\$ 324	\$ —	\$ 324	\$ 803	\$ —	\$ 803	\$ 803	
Operation, maintenance and other	212	2	214	594	7	601	601	
Depreciation and amortization	203	—	203	617	—	617	617	
Property and other taxes	9	—	9	44	—	44	44	
Interest expense	66	—	66	182	—	182	182	
Income tax expense (benefit)	24	—	24	62	(2)	60	60	
Add: Other segment items <sup>(a)</sup>	15	—	15	47	(1)	46	46	
Segment income (loss) / Net income	\$ 169	\$ (2)	\$ 167	\$ 416	\$ (6)	\$ 410	\$ 410	
Capital expenditures for the nine months ended September 30, 2025			\$ —	\$ 841	\$ —	\$ 841	\$ 841	
Segment assets as of September 30, 2025				\$ 15,961	\$ 204	\$ 16,165	\$ 16,165	

(in millions)	Three Months Ended September 30, 2024			Nine Months Ended September 30, 2024		
	Electric	Utilities and Infrastructure	Eliminations/Other	Total	Electric	Utilities and Infrastructure
					Eliminations/Other	Total
Total operating revenues	\$ 836	\$ —	\$ 836	\$ 2,342	\$ —	\$ 2,342
Less:						
Fuel used in electric generation and purchased power	\$ 267	\$ —	\$ 267	\$ 761	\$ —	\$ 761
Operation, maintenance and other	169	—	169	508	2	510
Depreciation and amortization	166	—	166	507	—	507
Property and other taxes	7	—	7	37	—	37
Interest expense	58	—	58	173	—	173
Income tax expense (benefit)	29	—	29	65	—	65
Add: Other segment items <sup>(a)</sup>	15	1	16	44	—	44
Segment income (loss) / Net income	\$ 155	\$ 1	\$ 156	\$ 335	\$ (2)	\$ 333
Capital expenditures for the nine months ended September 30, 2024				\$ 711	\$ —	\$ 711
Segment assets as of December 31, 2024				15,726	1	15,727

(a) Other segment items include Gains on sales of other assets and other, net, and Other income and expenses, net.

#### Piedmont

Piedmont has one reportable segment, GU&I. The remainder of Piedmont's operations is presented as Other.

(in millions)	Three Months Ended September 30, 2025			Nine Months Ended September 30, 2025		
	Gas	Utilities and Infrastructure	Eliminations/Other	Total	Gas	Utilities and Infrastructure
					Eliminations/Other	Total
Total operating revenues	\$ 271	\$ —	\$ 271	\$ 1,463	\$ —	\$ 1,463
Less:						
Cost of natural gas	\$ 98	\$ —	\$ 98	\$ 494	\$ —	\$ 494
Operation, maintenance and other	94	8	102	289	12	301
Depreciation and amortization	69	—	69	210	—	210
Property and other taxes	19	—	19	56	—	56
Interest expense	48	—	48	142	1	143
Income tax (benefit) expense	(11)	(1)	(12)	58	(2)	56
Other Segment Items						
Add: Equity in earnings of unconsolidated affiliates	—	3	3	—	6	6
Add: Other <sup>(a)</sup>	12	—	12	34	—	34
Segment (loss) income / Net (loss) income	\$ (34)	\$ (4)	\$ (38)	\$ 248	\$ (5)	\$ 243
Capital expenditures for the nine months ended September 30, 2025				\$ 595	\$ —	\$ 595
Segment assets as of September 30, 2025 <sup>(b)</sup>				11,947	89	12,036

(in millions)	Three Months Ended September 30, 2024			Nine Months Ended September 30, 2024		
	Gas Utilities and Infrastructure	Eliminations/ Other	Total	Gas Utilities and Infrastructure	Eliminations/ Other	Total
	Total operating revenues	\$ 219	\$ —	\$ 219	\$ 1,139	\$ —
<b>Less:</b>						
Cost of natural gas	\$ 52	\$ —	\$ 52	\$ 280	\$ —	\$ 280
Operation, maintenance and other	86	1	87	264	3	267
Depreciation and amortization	65	—	65	191	—	191
Property and other taxes	16	—	16	47	—	47
Interest expense	47	—	47	135	—	135
Income tax (benefit) expense	(10)	—	(10)	48	1	49
<b>Other Segment Items</b>						
Add: Equity in earnings of unconsolidated affiliates	—	2	2	—	6	6
Add: Other <sup>(a)</sup>	12	—	12	42	—	42
Segment (loss) income / Net (loss) income	\$ (25)	\$ 1	\$ (24)	\$ 216	\$ 2	\$ 218
Capital expenditures for the nine months ended September 30, 2024				\$ 800	\$ —	\$ 800
Segment assets as of December 31, 2024 <sup>(b)</sup>				11,707	92	11,799

(a) Other includes Gains on sales of other assets and other, net, and Other income and expenses, net.

(b) GU&I includes Assets held for sale balances related to the Piedmont Tennessee Disposal Group. Refer to Note 2 for further information.

#### 4. REGULATORY MATTERS

##### RATE-RELATED INFORMATION

The NCUC, PSCSC, FPSC, IURC, PUCO, TPUC and KPSC approve rates for retail electric and natural gas services within their states. The FERC regulates and approves rates for wholesale electric sales and interstate transmission rates. The FERC also regulates certification and siting of new interstate natural gas pipeline projects. For open regulatory matters, unless otherwise noted, the Subsidiary Registrants cannot predict the outcome or ultimate resolution of their respective matters.

##### Duke Energy Carolinas and Duke Energy Progress

###### *Hurricanes Debby and Helene*

In 2024, hurricanes Debby and Helene significantly impacted the Duke Energy Carolinas and Duke Energy Progress territories in North Carolina and South Carolina. As of September 30, 2025, the total cumulative operations and maintenance expense incurred for restoration and rebuilding of infrastructure associated with the hurricanes was approximately \$789 million (\$500 million and \$289 million for Duke Energy Carolinas and Duke Energy Progress, respectively). The reduction in cumulative operations and maintenance expense compared to December 31, 2024, of \$112 million for Duke Energy Carolinas and an increase of \$41 million for Duke Energy Progress, was recorded in Regulatory assets within Other Noncurrent Assets on the Condensed Consolidated Balance Sheets. In addition, through September 30, 2025, there have been cumulative capital investments of \$494 million (\$400 million and \$94 million for Duke Energy Carolinas and Duke Energy Progress, respectively) associated with the hurricanes. Amounts are net of expected insurance recoveries and could change going forward as storm restoration and rebuild work is finalized. Additional estimated capital costs of approximately \$40 million are expected to be incurred through 2026 to rebuild the systems from hurricane damage.

###### *North Carolina Storm Cost Securitization*

In December 2024, Duke Energy Carolinas and Duke Energy Progress filed their joint petition for review and approval of storm recovery costs (Phase 1) with the NCUC to securitize the North Carolina-retail allocable share of storm costs associated with hurricanes Helene, Debby and Ian, as well as Hurricane Zeta and Winter Storm Izzy, and the establishment of storm reserves for \$200 million at Duke Energy Carolinas and \$100 million at Duke Energy Progress. On February 3, 2025, Duke Energy Carolinas and Duke Energy Progress filed their joint petition for financing orders (Phase 2). In February 2025, Duke Energy Carolinas and Duke Energy Progress reached a settlement agreement with the North Carolina Public Staff and other intervening parties that resolved all issues between the parties in the Phase 1 proceeding and removed the establishment of storm reserves from the securitization proceeding. Further, the settlement outlined agreement on certain issues in the Phase 2 proceeding. On April 16, 2025, the NCUC issued its Phase 1 order approving the settlement and determining storm recovery costs were reasonable, prudent and eligible for securitization. The order authorized the companies to proceed to Phase 2 of the securitization process. On April 15, 2025, Duke Energy Carolinas and Duke Energy Progress filed a settlement with the North Carolina Public Staff resolving all remaining issues in Phase 2. On June 18, 2025, the NCUC issued its Phase 2 order approving the settlement and issuing the financing orders.

In September 2025, Duke Energy Carolinas and Duke Energy Progress issued \$582 million and \$461 million, respectively, of storm recovery bonds. Additionally, per the financing orders, any discrepancies between estimates and actual costs of the storms must be accumulated and tracked to allow for a detailed review of the costs for reasonableness and prudence in Duke Energy Carolinas' and Duke Energy Progress' next general rate case proceedings. As of September 30, 2025, actual North Carolina-retail allocable storm costs were lower than estimates and Duke Energy Carolinas and Duke Energy Progress recorded \$144 million and \$77 million, respectively, in Regulatory Liabilities within Other Noncurrent Liabilities on the Condensed Consolidated Balance Sheets. Storm recovery charges were effective November 1, 2025. See Notes 6 and 13 for more information.

#### South Carolina Storm Cost Securitization

On March 21, 2025, Duke Energy Carolinas filed a petition for storm securitization with the PSCSC for authorization to finance the estimated South Carolina-retail allocable share of storm costs primarily related to Hurricane Helene storm recovery activities and inclusive of funding \$25 million related to storm reserves. On June 25, 2025, an evidentiary hearing was held. Duke Energy Carolinas reached a comprehensive settlement among all parties in the proceeding, which was filed with the PSCSC supporting securitization of approximately \$556 million, including the storm reserve funding. On July 10, 2025, the PSCSC approved the settlement and the financing order was issued on August 1, 2025. Duke Energy Carolinas expects to securitize the South Carolina-retail allocable share of storm costs by the end of 2025. Due to the relatively low level of storm costs incurred by Duke Energy Progress in South Carolina, Duke Energy Progress will not seek to pursue securitization of those costs and has offset them against established storm reserve balances.

#### **Applications to Combine Utilities**

On August 14, 2025, Duke Energy Carolinas and Duke Energy Progress (together, the Companies) filed a joint application with the NCUC and PSCSC for approval to combine utilities, by which Duke Energy Progress will merge into Duke Energy Carolinas, resulting in a single electric utility serving the Companies' North Carolina and South Carolina service territories. Duke Energy Corporation, together with the Companies, also filed an application with the FERC on the same day. The single utility's ability to plan, execute, and operate resources more efficiently is expected to result in substantial cost savings, benefiting customers by reducing the overall costs to serve. Subject to regulatory approvals, the targeted effective date is January 1, 2027. There is no assurance that Duke Energy, Duke Energy Carolinas and Duke Energy Progress will obtain required regulatory approvals from the NCUC, PSCSC and the FERC, and all three approvals are required for the transaction to proceed.

The comment deadline in the FERC proceeding closed on September 4, 2025. Three intervenors offered support for the combination and one filed a protest regarding the mitigation plan for the Companies' Open Access Transmission Tariff rates. Duke Energy responded to the protest on September 19, 2025. A FERC decision is anticipated in the first quarter of 2026.

Evidentiary hearings are scheduled to commence on February 23, 2026, at the NCUC and April 8, 2026, at the PSCSC. Orders are anticipated to be issued in the second quarter of 2026.

#### **Duke Energy Carolinas**

##### **Oconee Subsequent License Renewal**

On June 7, 2021, Duke Energy Carolinas filed a subsequent license renewal (SLR) application for Oconee with the NRC to renew the operating licenses. On March 31, 2025, the NRC issued the subsequent renewed licenses for Oconee, allowing an additional 20 years of operation to 2053 (units 1 and 2) and 2054 (unit 3).

##### **2023 North Carolina Rate Case**

In January 2023, Duke Energy Carolinas filed a performance-based regulation (PBR) application with the NCUC to request an increase in base rate retail revenues. The PBR application included an MYRP to recover projected capital investments during the three-year MYRP period. In addition to the MYRP, the PBR application included an Earnings Sharing Mechanism, Residential Decoupling Mechanism and Performance Incentive Mechanisms (PIMS) as required by HB951.

In August 2023, Duke Energy Carolinas filed with the NCUC a partial settlement with the North Carolina Public Staff in connection with its PBR application. The partial settlement included, among other things, agreement on a substantial portion of the North Carolina retail rate base for the historic base case of approximately \$19.5 billion and all of the capital projects and related costs to be included in the three-year MYRP, including \$4.6 billion (North Carolina retail allocation) projected to go in service over the MYRP period. Additionally, the partial settlement included agreement, with certain adjustments, on depreciation rates, the recovery of grid improvement plan costs and PIMs, Tracking Metrics and the Residential Decoupling Mechanism under the PBR application. On August 28, 2023, Duke Energy Carolinas filed with the NCUC a second partial settlement with the North Carolina Public Staff resolving additional issues, including the future treatment of nuclear PTCs related to the IRA, through a stand-alone rider that would provide the benefits to customers. This stand-alone rider was effective in rates beginning January 1, 2025.

On December 15, 2023, the NCUC issued an order approving Duke Energy Carolinas' PBR application, as modified by the partial settlements and the order, including an overall retail revenue increase of \$436 million in Year 1, \$174 million in Year 2 and \$158 million in Year 3, for a combined total of \$768 million. The order established an ROE of 10.1% based upon an equity ratio of 53% and approved, with certain adjustments, depreciation rates and the recovery of grid improvement plan costs and certain deferred COVID-related costs. Additionally, the Residential Decoupling Mechanism and PIMs were approved as requested under the PBR application and revised by the partial settlements. Duke Energy Carolinas implemented interim rates on September 1, 2023. New revised Year 1 rates and the residential decoupling were implemented on January 15, 2024.

In February 2024, a number of parties filed Notices of Appeal of the December 15, 2023, NCUC order. Notices of Appeal were filed by the Carolina Industrial Group for Fair Utility Rates (CIGFUR) III, a collection of electric membership cooperatives (collectively, the EMCs), and the North Carolina Attorney General's Office (the AGO). CIGFUR III and the EMCs appealed the interclass subsidy reduction percentage and the Transmission Cost Allocation stipulation. In addition, CIGFUR III appealed the NCUC's elimination of the equal percentage fuel cost allocation methodology. The AGO appealed several issues including the authorized ROE and certain rate design and accounting matters. On March 1, 2024, Carolina Utility Customers Association, Inc. appealed several issues, including the authorized ROE and certain rate design and accounting matters. In July 2024, the Supreme Court of North Carolina consolidated these appeals with the parallel appeals of the NCUC's order regarding the Duke Energy Progress PBR application. Briefing is complete and oral arguments occurred on February 13, 2025. Duke Energy Carolinas anticipates a decision to be issued in the fourth quarter of 2025.

#### **2025 South Carolina Rate Case**

On July 1, 2025, Duke Energy Carolinas filed a base rate case with the PSCSC requesting an annualized increase in electric base rates of approximately \$151 million and an ROE of 10.85% with an equity ratio of 53%. This is an overall average customer rate increase of approximately 7.7%. The request for the rate increase is driven by significant capital investments, including generation plant additions, as well as transmission, distribution and grid improvements. Duke Energy Carolinas has requested new rates to go into effect no later than March 1, 2026. An evidentiary hearing is scheduled to commence on November 13, 2025. An order is expected by the end of 2025.

#### **Bad Creek License Extension**

On July 14, 2025, Duke Energy Carolinas filed its final license application with the FERC for the Bad Creek Pumped Storage Hydroelectric Station. The application, if approved, would extend plant operations for an additional 50 years. The current license expires in 2027 and the renewal would extend the operating license of the facility to 2077.

#### **Anderson County Combined Cycle CECPCN**

On October 30, 2025, Duke Energy Carolinas filed with the PSCSC an application for a CECPCN to construct and operate a new 1,365-MW natural gas CC generating facility with hydrogen capability in Anderson County, South Carolina. The preliminary estimate of the total project cost is approximately \$3.2 billion, inclusive of financing costs. Subject to negotiation of final contractual terms, the new CC will be co-owned with North Carolina Electric Membership Corporation (NCEMC) and Central Electric Power Cooperative (CEPC), with Duke Energy Carolinas owning approximately 1,170 MW, NCEMC owning 100 MW and CEPC owning the remaining 95 MW. If approved, construction is anticipated to begin in 2027 and the facility would be expected to be in service by the end of 2030.

#### **Duke Energy Progress**

##### **2022 North Carolina Rate Case**

In October 2022, Duke Energy Progress filed a PBR application with the NCUC to request an increase in base rate retail revenues. The rate request before the NCUC included an MYRP to recover projected capital investments during the three-year MYRP period. In addition to the MYRP, the PBR application included an Earnings Sharing Mechanism, Residential Decoupling Mechanism and PIMs as required by HB951.

In April 2023, Duke Energy Progress filed with the NCUC a partial settlement with North Carolina Public Staff, which included agreement on many aspects of Duke Energy Progress' three-year MYRP proposal. In May 2023, CIGFUR II joined this partial settlement and North Carolina Public Staff and CIGFUR II filed a separate settlement reaching agreement on PIMs, Tracking Metrics and the Residential Decoupling Mechanism under the PBR application.

On August 18, 2023, the NCUC issued an order approving Duke Energy Progress' PBR application, as modified by the partial settlements and the order, including an overall retail revenue increase of \$233 million in Year 1, \$126 million in Year 2 and \$135 million in Year 3, for a combined total of \$494 million. Key aspects of the order include the approval of North Carolina retail rate base for the historic base case of approximately \$12.2 billion and capital projects and related costs to be included in the three-year MYRP, including \$3.5 billion (North Carolina retail allocation) projected to go in service over the MYRP period. The order established an ROE of 9.8% based upon an equity ratio of 53% and approved, with certain adjustments, depreciation rates and the recovery of grid improvement plan costs and certain deferred COVID-related costs. Additionally, the Residential Decoupling Mechanism and PIMs were approved as requested under the PBR application and revised by the partial settlements. Duke Energy Progress implemented interim rates on June 1, 2023, and implemented revised Year 1 rates and the residential decoupling on October 1, 2023.

In October 2023, CIGFUR II and Haywood Electric Membership Corporation each filed a Notice of Appeal of the August 18, 2023 NCUC order. Both parties are appealing certain matters that do not impact the overall revenue requirement in the rate case. Specifically, they appealed the interclass subsidy reduction percentage, and CIGFUR II also appealed the Customer Assistance Program and the equal percentage fuel cost allocation methodology. In November 2023, the AGO filed a Notice of Cross Appeal of the NCUC's determination regarding the exclusion of electric vehicle revenue from the residential decoupling mechanism. In November 2023, Duke Energy Progress, the North Carolina Public Staff, CIGFUR II, and a number of other parties reached a settlement pursuant to which CIGFUR II agreed not to pursue its appeal of the Customer Assistance Program. In July 2024, the Supreme Court of North Carolina consolidated these appeals with the parallel appeals of the NCUC's order regarding the Duke Energy Carolinas PBR application. Briefing is complete and oral arguments occurred in February 2025. Duke Energy Progress anticipates a decision to be issued in the fourth quarter of 2025.

**Person County Combined Cycle CPCN**

On February 7, 2025, Duke Energy Progress filed with the NCUC its application for a CPCN to construct and operate a second 1,360-MW hydrogen-capable, advanced-class CC unit in Person County at the Roxboro Plant. NCEMC has also notified Duke Energy Progress of NCEMC's intent to co-own approximately 225 MW of the second CC and Duke Energy Progress and NCEMC began negotiations on the contractual arrangement in the second quarter of 2025. NCEMC has the right to co-own the facility under its existing supply agreement with Duke Energy Progress. Pending regulatory approvals, construction of the second CC is planned to start in 2026 with the unit targeted to be placed in service by the end of 2029. As part of the application, Duke Energy Progress noted that the recovery of CWIP during the construction period for the proposed facility may be pursued in the future. The 2030 North Carolina retail revenue requirement for the proposed facility is estimated to be \$113 million, representing an approximate average retail rate increase of 2.6% across all classes. The air permit issued by the NCDEQ in December 2024, also pertains to the second CC. On October 16, 2025, the NCUC issued its order granting the CPCN.

**Robinson Subsequent License Renewal**

In April 2025, Duke Energy Progress filed an SLR application for Robinson with the NRC to renew Robinson's operating license for an additional 20 years. The current license expires in 2030 and the renewal would extend the operating license of the facility to 2050. The NRC is performing the safety and environmental reviews for the application and is scheduled to reach a decision by April 2026.

**2025 South Carolina Rate Case**

On June 12, 2025, Duke Energy Progress filed a base rate case with the PSCSC requesting an annualized increase in electric base rates of approximately \$75 million and an ROE of 10.85% with an equity ratio of 53%. This is an overall average customer rate increase of approximately 12.1%. The request for the rate increase is driven by significant capital investments, primarily including transmission, distribution and grid improvements. On October 27, 2025, Duke Energy Progress filed a comprehensive settlement with the South Carolina Office of Regulatory Staff and other intervenors in the case resolving all revenue requirement issues in the base rate proceeding. The settlement includes a net increase in electric rates of approximately \$40 million including the flow back of PTC benefits to customers, an ROE of 9.99% and an equity ratio of 53% and is subject to review and approval by the PSCSC. An evidentiary hearing occurred on October 29, 2025. Duke Energy Progress has requested new rates to go into effect no later than February 1, 2026.

**Duke Energy Florida****Clean Energy Connection**

In July 2020, Duke Energy Florida petitioned the FPSC for approval of a voluntary solar program consisting of 10 new solar generating facilities with combined capacity of 749 MW. The FPSC approved the program in January 2021, allowing participants to support cost-effective solar development in Florida by paying a subscription fee based on per kilowatt subscriptions and receiving a credit on their bill based on the actual generation associated with their portion of the solar portfolio. The 10 new solar generation facilities were completed and all of the remaining sites were in service by the end of 2024 at a cost of approximately \$1.1 billion. These investments are included in base rates offset by the revenue from the subscription fees, with credits included in the fuel cost recovery clause.

In February 2021, the League of United Latin American Citizens (LULAC) filed a notice of appeal of the FPSC's order approving the Clean Energy Connection to the Supreme Court of Florida. The Supreme Court of Florida heard oral arguments in the appeal in February 2022. On May 27, 2022, the Supreme Court of Florida issued an order remanding the case back to the FPSC so that the FPSC can amend its order to better address some of the arguments raised by LULAC. In September 2022, the FPSC issued a revised order and submitted it to the Supreme Court of Florida. The Supreme Court of Florida requested that the parties file supplemental briefs regarding the revised order, which were filed in February 2023. On July 17, 2025, the Supreme Court of Florida issued an order affirming the revised FPSC order. The ruling did not change the solar program or have other financial implications. This matter is now fully resolved.

**Storm Protection Plan**

At least every three years, Duke Energy Florida must file an SPP with the FPSC. Each plan covers a 10-year period and includes investments in transmission and distribution meant to strengthen infrastructure, reduce outage times associated with extreme weather events, reduce restoration costs and improve overall service reliability. In April 2022, Duke Energy Florida filed an SPP for approval with the FPSC for the 2023-2032 time frame. The plan reflected approximately \$7 billion of capital investment in transmission and distribution. The evidentiary hearing began in August 2022. In October 2022, the FPSC approved Duke Energy Florida's plan with one modification to remove the transmission loop radially fed program, representing a reduction of approximately \$80 million over the 10-year period starting in 2025. In December 2022, the Office of Public Counsel (OPC) filed a notice of appeal of this order to the Supreme Court of Florida and briefs were filed by the OPC and Duke Energy Florida during 2023. On November 14, 2024, the Supreme Court of Florida issued an order upholding the FPSC's approval of Duke Energy Florida's plan.

In January 2025, Duke Energy Florida filed an SPP for approval with the FPSC for the 2026-2035 time frame reflecting approximately \$7 billion of capital investment in transmission and distribution. On March 12, 2025, the OPC filed testimony recommending that the pace of the proposed spend be reduced, as well as challenging three subprograms in Duke Energy Florida's SPP. Duke Energy Florida filed rebuttal testimony on April 2, 2025, requesting that the FPSC approve its SPP as filed. On May 16, 2025, Duke Energy Florida and the OPC filed Joint Stipulations to resolve all matters, and the FPSC issued an order on June 19, 2025, approving those stipulations. The stipulations require Duke Energy Florida to defer certain work in two programs from 2026 to 2027 and later. The remainder of Duke Energy Florida's filed SPP was approved without modification. This matter is now fully resolved.

**Hurricanes Debby, Helene and Milton**

In 2024, Hurricane Debby (Category 1 storm), Hurricane Helene (Category 4 storm) and Hurricane Milton (Category 3 storm) made landfall in Florida and caused significant damage. Duke Energy Florida has certain existing storm reserve regulatory liability amounts, which are applied to the recovery of storm costs. The storm reserve amount was approximately \$63 million as of July 31, 2024, prior to the damage resulting from hurricanes Debby, Helene and Milton. Duke Energy Florida is permitted to petition the FPSC for recovery of incremental operation and maintenance costs resulting from the storms and to replenish the retail customer storm reserve to approximately \$132 million.

In December 2024, Duke Energy Florida filed its petition to recover the estimated costs incurred to respond to all three storms, including replenishment of the storm reserve, seeking recovery of approximately \$1.1 billion over 12 months beginning with the first billing cycle in March 2025. Approximately \$103 million and \$936 million of the operation and maintenance expenses, net of storm reserves, are deferred in Regulatory assets within Current assets as of September 30, 2025, and December 31, 2024, respectively. Approximately \$85 million of capital related to these storms will be sought for recovery in future base rate case filings. On February 4, 2025, the FPSC voted to approve Duke Energy Florida's request for recovery of these estimated storm costs as filed, subject to true-up after the actual costs are filed. New rates were effective March 1, 2025.

### **Duke Energy Ohio**

#### **Duke Energy Ohio Natural Gas Base Rate Case**

In June 2022, Duke Energy Ohio filed a natural gas base rate case application with the PUCO. The drivers for this case were capital invested since Duke Energy Ohio's last natural gas base rate case in 2012. Duke Energy Ohio also sought to adjust the caps on its Capital Expenditure Program (CEP) rider. In April 2023, Duke Energy Ohio filed a stipulation with all parties to the case except the Ohio Consumers' Counsel (OCC). In the stipulation, the parties agreed to approximately \$32 million in revenue increases with an equity ratio of 52.32% and an ROE of 9.6%, and adjustments to the CEP Rider caps. The stipulation was opposed by the OCC at an evidentiary hearing that concluded in May 2023. On November 1, 2023, PUCO issued an order approving the stipulation as filed and new rates went into effect November 1, 2023. In December 2023, the OCC filed an application for rehearing and the PUCO granted OCC's application for rehearing for further consideration of issues raised. As a result of a Supreme Court of Ohio decision regarding procedural issues related to applications for rehearing, PUCO denied OCC's rehearing request. In October 2024, the OCC filed its Notice of Appeal with the Supreme Court of Ohio. The case is fully briefed and oral argument occurred October 7, 2025. The matter is now submitted for decision.

#### **Duke Energy Ohio Electric Security Plan**

In April 2024, Duke Energy Ohio filed with the PUCO a request for an Electric Security Plan (ESP). The ESP application proposed a three-year term from June 1, 2025, through May 31, 2028, and included continuation of market-based rates for generation supply through competitive procurement processes and continuation and expansion of existing rider mechanisms. Duke Energy Ohio proposed a new rider mechanism relating to electric distribution infrastructure modernization programs, which may be enabled by and partially funded through federal or state funding opportunities, as well as future battery storage projects and two electric vehicle programs. Additional proposals included new rider mechanisms related to solar for all investments for low-income and disadvantaged communities, low-income senior citizen bill assistance, and energy efficiency (EE) and demand-side management programs.

In November 2024, Duke Energy Ohio filed a stipulation that the majority of the intervenors signed as either signatory or non-opposing parties. The stipulation includes the continuation of market-based customer rates for generation supply through competitive procurement auctions and the continuation of all existing riders. It further establishes new caps for certain riders. Duke Energy Ohio also agreed to withdraw its proposals for an infrastructure modernization rider, battery storage projects and electric vehicle programs. The stipulation includes a residential EE program with provisions for low-income customers. On May 14, 2025, PUCO issued its order, approving the stipulation without modification.

On May 15, 2025, the governor of Ohio signed Ohio Substitute House Bill 15 (HB15) into law to be effective on August 14, 2025. HB15 requires electric distribution utilities to file a base rate case every three years, commencing no later than December 31, 2029, and establishes an opportunity to apply for approval of a three-year rate plan with forward-looking test periods to mitigate regulatory lag. HB15 eliminates ESPs and certain distribution-related riders, but allows ESPs approved as of its effective date to remain in place through the end of their authorized term. HB15 also eliminates Duke Energy Ohio's Legacy Generation Rider upon the effective date of HB15 and prevents the PUCO from future reauthorization of similar arrangements. As a result of HB15, future losses related to Duke Energy Ohio's Inter-Company Power Agreement with OVEC will not be recoverable from retail customers. There is no regulatory asset related to OVEC as of September 30, 2025, and \$30 million as of December 31, 2024, recorded in Regulatory Assets within Other Noncurrent Assets on the Condensed Consolidated Balance Sheets.

#### **Duke Energy Ohio RTO Adder**

On February 24, 2022, the OCC filed a complaint asserting that FERC should reduce the ROE utilized in transmission formulas for Duke Energy Ohio and certain transmission providers by eliminating the 50 basis point adder associated with RTO membership. The OCC contends this is required because Ohio law mandates that transmission owning utilities join an RTO and that the 50 basis point adder is only applicable where RTO membership is voluntary. On December 15, 2022, FERC denied the complaint as it related to Duke Energy Ohio, but granted it for certain other transmission providers. As a result of appeal by certain other transmission providers, the U.S. Court of Appeals for the Sixth Circuit (Sixth Circuit) on January 17, 2025, reversed the prior decision from FERC. In the decision, the Sixth Circuit ruled the 50 basis point adder is available only where RTO membership is voluntary. The decision noted that Ohio law requires Ohio's transmission utilities to be a member of an RTO and therefore it is unlawful for FERC to remove the adder from certain transmission providers but not also remove the adder from Duke Energy Ohio. As a result, the issue was remanded back to FERC to revise their prior decision. As a result of the ruling, Duke Energy Ohio recognized a pretax charge during 2025, the results of which were not material. On March 26, 2025, the Sixth Circuit denied requests for rehearing. On April 16, 2025, the Sixth Circuit agreed to stay the mandate pending further appeal to the U.S. Supreme Court. On July 17, 2025, Duke Energy Ohio filed a respondent brief at the U.S. Supreme Court requesting review of the Sixth Circuit's decision. Various parties have filed briefs opposing or supporting review by the U.S. Supreme Court. The case has been circulated for conference on November 7, 2025.

**Duke Energy Kentucky 2022 Electric Base Rate Case**

In December 2022, Duke Energy Kentucky filed a rate case with the KPSC driven by capital investments to strengthen the electricity generation and delivery systems along with adjusted depreciation rates for the East Bend and Woodsdale Combustion Turbine (CT) generation stations. Duke Energy Kentucky also requested approval for new programs and tariff updates, including a voluntary community-based renewable subscription program and two electric vehicle charging programs. The KPSC issued an order on October 12, 2023, including a \$48 million increase in base revenues, an ROE of 9.75% for electric base rates and 9.65% for electric riders and an equity ratio of 52.145%. New rates went into effect October 13, 2023. Duke Energy Kentucky's request to align the depreciation rates of East Bend with a 2035 retirement date was denied and the KPSC ordered depreciation rates with a 2041 retirement date for the unit. The KPSC approved the request to align depreciation rates of Woodsdale CT with a 2040 retirement date and denied the voluntary community-based renewable subscription program and electric vehicle charging programs.

Revised rates were implemented in August 2024 after a rehearing request. On December 14, 2023, Duke Energy Kentucky filed an appeal with the Franklin County Circuit Court on certain matters for which the KPSC denied rehearing, specifically as it relates to the inclusion of decommissioning costs in depreciation rates for East Bend and Woodsdale. The case is fully briefed. Duke Energy Kentucky is awaiting the scheduling of oral arguments and outcome of the appeal.

**Duke Energy Kentucky 2024 Electric Base Rate Case**

In December 2024, Duke Energy Kentucky filed a base rate case with the KPSC requesting an annualized increase in electric base rates of approximately \$70 million. The request for the rate increase is driven by capital investments to strengthen the electricity generation and delivery systems. New rates went into effect on July 3, 2025, subject to refund. On October 2, 2025, the KPSC issued its decision approving a \$44 million revenue requirement increase, with an ROE of 9.8% and an equity ratio of 52.73%. The KPSC further directed the Company to issue refunds of amounts collected since July 3, 2025 that exceed what has been approved by the order within 60 days. A provision for rate refunds of \$7 million is included in Other within Current Liabilities on the Condensed Consolidated Balance Sheets as of September 30, 2025. On October 22, 2025, Duke Energy Kentucky filed a petition for rehearing with the KPSC related to the treatment of terminal net salvage, rate case expense and recovery of costs from PJM. Additionally, on October 22, 2025, one commercial customer filed a petition for rehearing with the KPSC on a rate design issue which does not impact the overall revenue requirement.

**Duke Energy Kentucky 2025 Natural Gas Base Rate Case**

On June 2, 2025, Duke Energy Kentucky filed a base rate case with the KPSC requesting an annualized increase in natural gas base rates of approximately \$26 million and an ROE of 10.75% with an equity ratio of 52.649%. This is an overall average customer rate increase of approximately 17%. The request for the rate increase is driven by capital investments to strengthen the natural gas delivery system. On October 20, 2025, Duke Energy Kentucky filed a settlement with the Office of the Kentucky Attorney General, that if approved, would resolve all issues in the case. The settlement includes an increase in natural gas base rates of approximately \$22 million, an ROE of 9.8% for base rates (9.7% for riders), an equity ratio of 52.649%, and approval for cost recovery of Aldyl-A pipe and service replacements through an existing rider. An evidentiary hearing occurred on October 28, 2025. New rates are anticipated to go into effect around January 3, 2026.

**Duke Energy Indiana****Indiana Coal Ash Recovery**

In Duke Energy Indiana's 2019 rate case, the IURC opened a subdocket for post-2018 coal ash related expenditures. In April 2020, Duke Energy Indiana filed testimony in the coal ash subdocket requesting recovery for post-2018 coal ash basin closure costs associated with closure plans that were approved by the Indiana Department of Environmental Management (IDEM) at that time as well as continued deferral approval and carrying costs on the balance of such coal ash basin closure costs. On November 3, 2021, the IURC issued an order allowing recovery of the post-2018 coal ash basin closure costs, as well as continuing deferral, with carrying costs on the balance. The OUCC and the Duke Industrial Group appealed. The Indiana Court of Appeals issued its opinion on February 21, 2023, reversing the IURC's order to the extent that it allowed Duke Energy Indiana to recover federally mandated costs incurred prior to the IURC's November 3, 2021 order. In addition, the court found that any costs incurred pre-petition to determine federally mandated compliance options were not specifically authorized by the statute and should also be disallowed.

In 2023, Duke Energy Indiana filed its proposal to remove from rates certain costs incurred prior to the IURC's November 3, 2021 order date. On September 20, 2023, the IURC approved Duke Energy Indiana's proposal to remove the costs from its rates and assessed simple interest on the refunds at a rate of 4.71%, beginning from when the costs were initially recovered from customers. In the 2024 Indiana Rate Case, Duke Energy Indiana included a request to recover the pre-order costs denied by the Indiana Court of Appeals and certain future coal ash closure costs as part of depreciation costs. The IURC's January 29, 2025 order in the 2024 Indiana Rate Case denied recovery of the pre-order costs previously denied by the Indiana Court of Appeals but approved the recovery of certain future coal ash closure costs as part of depreciation costs.

In 2023, Duke Energy Indiana filed a petition under the amended version of the federal mandate statute for additional post-2018 coal ash closure costs for the remaining basins not included in the Indiana coal ash recovery case from 2020. On May 8, 2024, the IURC issued a CPCN and approved these coal ash related compliance projects as federally mandated compliance projects. In June 2024, the Citizens Action Coalition of Indiana (CAC) filed a notice of appeal of the IURC's order. On August 26, 2025, the Indiana Court of Appeals reversed the decision by the IURC concluding that the IURC incorrectly allowed Duke Energy Indiana to collect those coal ash costs from customers. In October 2025, Duke Energy Indiana and the Indiana Office of Attorney General filed separate petitions requesting the Indiana Supreme Court to review the case.

**TDSIC 2.0**

In November 2021, Duke Energy Indiana filed for approval of the Transmission, Distribution, Storage Improvement Charge 2.0 investment plan for 2023-2028 (TDSIC 2.0). On June 15, 2022, the IURC approved, without modification, TDSIC 2.0, which includes approximately \$2 billion in transmission and distribution investments selected to improve customer reliability, harden and improve resiliency of the grid, enable expansion of renewable and distributed energy projects and encourage economic development. In July 2022, the OUC filed a notice of appeal to the Indiana Court of Appeals in Duke Energy Indiana's TDSIC 2.0 proceeding. The Indiana Court of Appeals issued its opinion on March 9, 2023, affirming the IURC's order in its entirety. The Duke Industrial Group filed a petition to transfer to the Indiana Supreme Court. On December 19, 2024, the Indiana Supreme Court affirmed the Indiana Court of Appeals decision, concluding there was substantial evidence that the IURC's conclusion was reasonable and the TDSIC 2.0 plan met the statutory requirements. On January 21, 2025, the Duke Industrial Group filed a motion for rehearing. On March 4, 2025, the Indiana Supreme Court denied the Duke Industrial Group's petition for rehearing. There can be no further appeals on TDSIC 2.0 and this matter is now fully resolved.

**2024 Indiana Rate Case**

In April 2024, Duke Energy Indiana filed an application with the IURC for a rate increase for retail customers. The request for rate increase was driven by \$1.6 billion in investments made since the last general rate case filed in 2019 in order to reliably serve customers, improve resiliency of the system, and advance environmental sustainability.

An order for the rate case was issued by the IURC on January 29, 2025, and revised February 3, 2025, which authorized an ROE of 9.75%, an equity ratio of 53% and an annual revenue increase of \$296 million. Based on review of these orders, Duke Energy Indiana identified an inconsistency in the calculation of operating revenues before the effect of trackers. On February 7, 2025, Duke Energy Indiana made a compliance filing in accordance with the IURC's findings in its order and addressed the identified inconsistencies. The compliance filing also clarified the annual revenue increase was approximately \$385 million. On February 18, 2025, one industrial customer submitted a filing requesting the IURC to clarify its revenue allocation in these proceedings, which was denied by the Commission on April 16, 2025. On February 25, 2025, the IURC approved Duke Energy Indiana's compliance filing and new rates were implemented February 27, 2025. The industrial customer filed a notice of appeal on February 28, 2025, regarding cost of service allocation. On April 9, 2025, the IURC issued an order clarifying the intent of its January 29, 2025 order regarding the rate migration adjustment, resulting in revised rates that were effective on May 19, 2025. On May 14, 2025, the industrial customer filed a motion to dismiss its appeal, and on May 20, 2025, the Indiana Court of Appeals granted the industrial customer's motion to dismiss. This matter is now fully resolved.

**Cayuga Combined Cycle CPCN**

On February 13, 2025, Duke Energy Indiana filed for a CPCN seeking approval to construct two 1x1 CC natural gas-fired units with a combined winter rating of 1,476 MW. The Cayuga CC Project is proposed to be constructed on the same site as the retiring Cayuga coal-fired steam units with a winter rating of 1,005 MW. The Cayuga CC Project will result in an incremental 471 MW for the Duke Energy Indiana system and will allow Duke Energy Indiana to avoid expected maintenance and environmental compliance costs needed for the coal units to continue operating. The estimated cost of the Cayuga CC project is approximately \$3.3 billion, plus actual AFUDC. Duke Energy Indiana has proposed recovery of certain facility costs during construction, including AFUDC, through CWIP ratemaking via a proposed generation cost tracker mechanism. The estimated average retail rate impact during construction and initial in-service periods from April 2026 through May 2031 is approximately 5.4%. Duke Energy Indiana expects CC 1 to be placed in service in 2029 and CC 2 to be placed in service in 2030. A final air permit was issued by IDEM on March 5, 2025. On June 17, 2025, Duke Energy Indiana entered into a settlement agreement with one of the parties in this proceeding to conduct a study evaluating the feasibility of third-party operation of the Cayuga coal units. On July 11, 2025, Duke Energy Indiana entered into a settlement agreement with an additional party in this proceeding agreeing to the need of the units and addressing accounting and ratemaking components. Neither agreement altered the underlying plans in the pending CPCN application. On October 29, 2025, the IURC issued its order approving the settlement agreements, granting the CPCN and approving cost recovery through the proposed generation cost tracker mechanism.

**5. COMMITMENTS AND CONTINGENCIES****ENVIRONMENTAL**

The Duke Energy Registrants are subject to federal, state and local regulations regarding air and water quality, hazardous and solid waste disposal, coal ash and other environmental matters. These regulations can be changed from time to time, imposing new obligations on the Duke Energy Registrants. The following environmental matters impact all Duke Energy Registrants.

**Remediation Activities**

In addition to Asset Retirement Obligations recorded as a result of various environmental regulations, the Duke Energy Registrants are responsible for environmental remediation at various sites. These include certain properties that are part of ongoing operations and sites formerly owned or used by Duke Energy entities. These sites are in various stages of investigation, remediation and monitoring. Managed in conjunction with relevant federal, state and local agencies, remediation activities vary based on site conditions and location, remediation requirements, complexity and sharing of responsibility. If remediation activities involve joint and several liability provisions, strict liability, or cost recovery or contribution actions, the Duke Energy Registrants could potentially be held responsible for environmental impacts caused by other potentially responsible parties and may also benefit from insurance policies or contractual indemnities that cover some or all cleanup costs. Liabilities are recorded when losses become probable and are reasonably estimable. The total costs that may be incurred cannot be estimated because the extent of environmental impact, allocation among potentially responsible parties, remediation alternatives and/or regulatory decisions have not yet been determined at all sites. Additional costs associated with remediation activities are likely to be incurred in the future and could be significant. Costs are typically expensed as Operation, maintenance and other on the Condensed Consolidated Statements of Operations unless regulatory recovery of the costs is deemed probable.

The following table contains information regarding reserves for probable and estimable costs related to the various environmental sites. These reserves are recorded in Accounts Payable within Other Current Liabilities and Other within Other Noncurrent Liabilities on the Condensed Consolidated Balance Sheets.

(in millions)	September 30, 2025	December 31, 2024
<b>Reserves for Environmental Remediation</b>		
Duke Energy	\$ 73	68
Duke Energy Carolinas	36	24
Progress Energy	20	19
Duke Energy Progress	10	9
Duke Energy Florida	9	10
Duke Energy Ohio	13	21
Duke Energy Indiana	2	2
Piedmont	2	2

Additional losses in excess of recorded reserves that could be incurred for the stages of investigation, remediation and monitoring for environmental sites that have been evaluated at this time are not material.

## LITIGATION

For open litigation, unless otherwise noted, Duke Energy and the Subsidiary Registrants cannot predict the outcome or ultimate resolution of their respective matters.

### Duke Energy

#### *Mooresville Coal Ash Class Action Litigation*

On December 20, 2024, 15 plaintiffs filed a lawsuit in Iredell County, North Carolina, against Duke Energy (Parent), Duke Energy Carolinas and Duke Energy Progress (collectively "Duke Energy") on behalf of a putative class alleging past and ongoing environmental contamination in the Mooresville area of North Carolina. The lawsuit alleges that Duke Energy disposed of and sold coal ash as structural fill resulting in the contamination of soil, groundwater and Lake Norman. The plaintiffs claim that Duke Energy failed to properly remediate the contamination and continues to pollute, and they assert that the contamination has negatively impacted property values. The plaintiffs are seeking unspecified compensatory and punitive damages, injunctive relief to stop further contamination, remediation of contaminated areas and attorneys' fees and costs. On July 28, 2025, the plaintiffs filed an amended complaint, which asserts claims for negligence, negligence per se, gross negligence, private nuisance, strict liability for ultra-hazardous activities and trespass. On September 11, 2025, Duke Energy filed its answer to the plaintiff's amended complaint and a motion for judgment on the pleadings. A hearing on the motion for judgment on the pleadings is scheduled for December 15, 2025.

#### *Nuclear Compensation Class Action Litigation*

On July 11, 2025, plaintiffs Leo Dorrell and John Dunn filed a putative class action lawsuit in the U.S. District Court for the District of Maryland against all U.S. commercial nuclear power operators, including Duke Energy Corporation (Parent) and Progress Energy. The plaintiffs allege that the nuclear power industry engaged in a conspiracy to suppress compensation by exchanging salary information since 2003, in violation of Section 1 of the Sherman Act. The lawsuit seeks unspecified monetary damages, including treble damages, on behalf of current and former employees in the nuclear power industry as well as injunctive relief. On October 15, 2025, all defendants jointly filed an omnibus motion to dismiss all claims in the complaint and Duke Energy also joined a motion filed by several defendants to dismiss for lack of personal jurisdiction. On November 5, 2025, the plaintiffs filed an amended complaint adding Duke Energy Carolinas and Duke Energy Business Services as defendants and including more factual allegations to support their complaint. Although not named as a defendant, Duke Energy Progress is accused of having participated in the alleged conspiracy. The defendants have until November 19, 2025, to respond to the amended complaint.

### Duke Energy Carolinas

#### *NTE Carolinas II, LLC Litigation*

In November 2017, Duke Energy Carolinas entered into a standard FERC large generator interconnection agreement (LGIA) with NTE Carolinas II, LLC (NTE), a company that proposed to build a combined-cycle natural gas plant in Rockingham County, North Carolina. In September 2019, Duke Energy Carolinas filed a lawsuit in Mecklenburg County Superior Court against NTE for breach of contract, alleging that NTE's failure to pay benchmark payments for Duke Energy Carolinas' transmission system upgrades required under the interconnection agreement constituted a termination of the interconnection agreement. Duke Energy Carolinas sought a monetary judgment against NTE because NTE failed to make multiple milestone payments. The lawsuit was moved to federal court in North Carolina. NTE filed a motion to dismiss Duke Energy Carolinas' complaint and brought counterclaims alleging anti-competitive conduct and violations of state and federal statutes. Duke Energy Carolinas filed a motion to dismiss NTE's counterclaims. Both NTE's and Duke Energy Carolinas' motions to dismiss were subsequently denied by the court.

On May 21, 2020, in response to a NTE petition challenging Duke Energy Carolinas' termination of the LGIA, FERC issued a ruling that 1) it has exclusive jurisdiction to determine whether a transmission provider may terminate an LGIA; 2) FERC approval is required to terminate a conforming LGIA if objected to by the interconnection customer; and 3) Duke Energy may not announce the termination of a conforming LGIA unless FERC has approved the termination. FERC's Office of Enforcement also initiated an investigation of Duke Energy Carolinas into matters pertaining to the LGIA. In April 2023, Duke Energy Carolinas received notice from the FERC Office of Enforcement that they have closed their non-public investigation with no further action recommended.

Following completion of discovery, Duke Energy Carolinas filed a motion for summary judgment seeking a ruling in its favor as to some of its affirmative claims against NTE and to all of NTE's counterclaims. On June 24, 2022, the court issued an order partially granting Duke Energy Carolinas' motion by dismissing NTE's counterclaims that Duke Energy Carolinas engaged in anti-competitive behavior in violation of state and federal statutes. In October 2022, the parties executed a settlement agreement with respect to the remaining breach of contract claims in the litigation and a Stipulation of Dismissal was filed with the court.

In November 2022, NTE filed its Notice of Appeal to the U.S. Court of Appeals for the Fourth Circuit as to the district court's summary judgment ruling in Duke Energy Carolinas' favor on NTE's antitrust and unfair competition claims. On August 5, 2024, the U.S. Court of Appeals for the Fourth Circuit reversed the district court's grant of summary judgment and remanded the case back to the district court for further proceedings. In August 2024, Duke Energy Carolinas filed a petition for rehearing, which was denied on November 26, 2024. On February 21, 2025, Duke Energy Carolinas filed a petition seeking review by the U.S. Supreme Court. On June 2, 2025, the U.S. Supreme Court invited the Solicitor General to file a brief reflecting the views of the U.S. as it relates to this matter.

#### ***Asbestos-related Injuries and Damages Claims***

Duke Energy Carolinas has experienced numerous claims for indemnification and medical cost reimbursement related to asbestos exposure. These claims relate to damages for bodily injuries alleged to have arisen from exposure to or use of asbestos in connection with construction and maintenance activities conducted on its electric generation plants prior to 1985.

Duke Energy Carolinas has recognized asbestos-related reserves of \$404 million at September 30, 2025, and \$396 million at December 31, 2024. These reserves are classified in Other within Other Noncurrent Liabilities and Other within Current Liabilities on the Condensed Consolidated Balance Sheets. These reserves are based on Duke Energy Carolinas' best estimate for current and future asbestos claims through 2045 and are recorded on an undiscounted basis. In light of the uncertainties inherent in a longer-term forecast, management does not believe they can reasonably estimate the indemnity and medical costs that might be incurred after 2045 related to such potential claims. It is possible Duke Energy Carolinas may incur asbestos liabilities in excess of the recorded reserves.

Duke Energy Carolinas has third-party insurance to cover certain losses related to asbestos-related injuries and damages above an aggregate self-insured retention. Receivables for insurance recoveries were \$557 million at September 30, 2025, and \$539 million at December 31, 2024. These amounts are classified in Other within Other Noncurrent Assets and Receivables within Current Assets on the Condensed Consolidated Balance Sheets. Any future payments up to the policy limit will be reimbursed by the third-party insurance carrier. Duke Energy Carolinas is not aware of any uncertainties regarding the legal sufficiency of insurance claims. Duke Energy Carolinas believes the insurance recovery asset is probable of recovery as the insurance carrier continues to have a strong financial strength rating.

The reserve for credit losses for insurance receivables is \$9 million as of September 30, 2025, and December 31, 2024, for both Duke Energy and Duke Energy Carolinas. The insurance receivable is evaluated based on the risk of default and the historical losses, current conditions and expected conditions around collectability. Management evaluates the risk of default annually based on payment history, credit rating and changes in the risk of default from credit agencies.

#### **Duke Energy Indiana**

##### ***Coal Ash Insurance Coverage Litigation***

In June 2022, Duke Energy Indiana filed a civil action in Indiana Superior Court against various insurance companies seeking declaratory relief with respect to insurance coverage for coal combustion residuals-related expenses and liabilities covered by third-party liability insurance policies. The insurance policies cover the 1969-1972 and 1984-1985 periods and provide third-party liability insurance for claims and suits alleging property damage, bodily injury and personal injury (or a combination thereof). In June 2024, Duke Energy Indiana filed an amended complaint adding several additional insurance companies as defendants to the litigation. During 2023 through 2025, Duke Energy Indiana reached confidential settlements with various insurance companies, the results of which were not material to Duke Energy. All settlement payments have been received and the case has been dismissed. In July 2025, Duke Energy Indiana began refunding retail customers their share of coal ash insurance settlement proceeds, after expenses, over one year.

#### **Other Litigation and Legal Proceedings**

The Duke Energy Registrants are involved in other legal, tax and regulatory proceedings arising in the ordinary course of business, some of which involve significant amounts. The Duke Energy Registrants believe the final disposition of these proceedings will not have a material effect on their results of operations, cash flows or financial position. Reserves are classified on the Condensed Consolidated Balance Sheets in Other within Other Noncurrent Liabilities and Other within Current Liabilities.

#### **OTHER COMMITMENTS AND CONTINGENCIES**

##### **General**

As part of their normal business, the Duke Energy Registrants are party to various financial guarantees, performance guarantees and other contractual commitments to extend guarantees of credit and other assistance to various subsidiaries, investees and other third parties. These guarantees involve elements of performance and credit risk, which are not fully recognized on the Condensed Consolidated Balance Sheets and have uncapped maximum potential payments. However, the Duke Energy Registrants do not believe these guarantees will have a material effect on their results of operations, cash flows or financial position.

In addition, the Duke Energy Registrants enter into various fixed-price, non-cancelable commitments to purchase or sell power or natural gas, take-or-pay arrangements, transportation, or throughput agreements and other contracts that may or may not be recognized on their respective Condensed Consolidated Balance Sheets. Some of these arrangements may be recognized at fair value on their respective Condensed Consolidated Balance Sheets if such contracts meet the definition of a derivative and the NPNS exception does not apply. In most cases, the Duke Energy Registrants' purchase obligation contracts contain provisions for price adjustments, minimum purchase levels and other financial commitments.

**6. DEBT AND CREDIT FACILITIES****SUMMARY OF SIGNIFICANT DEBT ISSUANCES**

The following table summarizes significant debt issuances (in millions).

Issuance Date	Maturity Date	Interest Rate	Nine Months Ended September 30, 2025							
			Duke Energy	Duke Energy (Parent)	Duke Energy Carolinas	Duke Energy Progress	Duke Energy Ohio	Duke Energy Ohio	Duke Energy Indiana	Duke Energy Indiana
<b>Unsecured Debt</b>										
August 2025 <sup>(e)</sup>	September 2030	5.410 %	\$ 68	\$ —	\$ —	\$ —	\$ 68	\$ —	\$ —	\$ —
August 2025 <sup>(e)</sup>	September 2035	6.010 %	43	—	—	—	—	43	—	—
August 2025 <sup>(e)</sup>	September 2037	6.110 %	40	—	—	—	—	40	—	—
September 2025 <sup>(f)</sup>	September 2035	4.950 %	1,000	1,000	—	—	—	—	—	—
September 2025 <sup>(f)</sup>	September 2055	5.700 %	750	750	—	—	—	—	—	—
<b>Secured Debt</b>										
September 2025 <sup>(g)</sup>	July 2037	4.226 %	200	\$ —	200	\$ —	\$ —	\$ —	\$ —	\$ —
September 2025 <sup>(g)</sup>	January 2048	5.070 %	382	—	382	—	—	—	—	—
September 2025 <sup>(g)</sup>	January 2048	4.890 %	461	—	—	461	—	—	—	—
<b>First Mortgage Bonds</b>										
January 2025 <sup>(a)</sup>	March 2030	4.850 %	\$ 400	\$ —	\$ 400	\$ —	\$ —	\$ —	\$ —	\$ —
January 2025 <sup>(a)</sup>	March 2035	5.250 %	700	—	700	—	—	—	—	—
March 2025 <sup>(b)</sup>	March 2027	4.350 %	500	—	—	500	—	—	—	—
March 2025 <sup>(b)</sup>	March 2035	5.050 %	850	—	—	850	—	—	—	—
March 2025 <sup>(b)</sup>	March 2055	5.550 %	750	—	—	750	—	—	—	—
May 2025 <sup>(c)</sup>	May 2055	5.900 %	300	—	—	—	—	—	300	—
June 2025 <sup>(d)</sup>	June 2035	5.300 %	350	—	—	—	—	350	—	—
Total issuances			\$ 6,794	\$ 1,750	\$ 1,682	\$ 2,561	\$ 501	\$ 300		

- (a) Proceeds were used to repay the \$500 million DERF accounts receivable securitization facility due January 2025, to pay down short-term debt and for general company purposes.
- (b) Proceeds were used to repay the \$400 million DEPR accounts receivable securitization facility due April 2025, to pay down short-term debt and for general company purposes.
- (c) Proceeds were used to pay down short-term debt and for general company purposes.
- (d) Proceeds were used to repay \$150 million of maturities due June 2025, to pay down short-term debt and for general corporate purposes.
- (e) Proceeds were used to repay \$95 million of maturities due October 2025, pay down short-term debt and for general corporate purposes and will be used to repay \$45 million of maturities due January 2026.
- (f) Proceeds were used to repay \$650 million of maturities due September 2025, to pay down short-term debt and for general corporate purposes and will be used to repay \$500 million of maturities due December 2025.
- (g) Proceeds from storm recovery bonds were used to repay the Duke Energy Carolinas and Duke Energy Progress term loan facilities and for general company purposes.

**CURRENT MATURITIES OF LONG-TERM DEBT**

The following table shows the significant components of Current maturities of long-term debt on the Condensed Consolidated Balance Sheets. The Duke Energy Registrants currently anticipate satisfying these obligations with cash on hand and proceeds from additional borrowings.

(in millions)	Maturity Date	Interest Rate	September 30, 2025
<b>Unsecured Debt</b>			
Duke Energy Florida Term Loan Facility <sup>(a)</sup>	October 2025	4.916 %	350
Duke Energy Ohio <sup>(b)</sup>	October 2025	3.230 %	95
Duke Energy (Parent)	December 2025	5.000 %	500
Duke Energy (Parent) Convertible Senior Notes	April 2026	4.125 %	1,725
Piedmont Term Loan Facility <sup>(a)</sup>	August 2026	5.025 %	450
Duke Energy (Parent)	September 2026	2.650 %	1,500
Duke Energy (Parent) Term Loan Facility <sup>(a)</sup>	September 2026	5.124 %	1,200
<b>First Mortgage Bonds</b>			
Duke Energy Florida <sup>(a)(c)</sup>	October 2073	3.992 %	200
Duke Energy Florida <sup>(a)(c)</sup>	April 2074	3.992 %	173
<b>Other<sup>(d)</sup></b>			
Current maturities of long-term debt		\$	6,452

(a) Debt has a floating interest rate.

(b) Current maturity relates to Duke Energy Kentucky.

(c) These first mortgage bonds are classified as Current maturities of long-term debt on the Condensed Consolidated Balance Sheets based on terms of the indentures, which could require repayment in less than 12 months if exercised by the bondholders.

(d) Includes finance lease obligations, amortizing debt, tax-exempt bonds with mandatory put options and small bullet maturities.

**AVAILABLE CREDIT FACILITIES****Master Credit Facility**

In March 2025, Duke Energy extended the termination date of its existing Master Credit Facility to March 2030 and increased its capacity from \$9 billion to \$10 billion. The Duke Energy Registrants, excluding Progress Energy, have borrowing capacity under the Master Credit Facility up to a specified sublimit for each borrower. Duke Energy has the unilateral ability at any time to increase or decrease the borrowing sublimits of each borrower, subject to a maximum sublimit for each borrower. The amount available under the Master Credit Facility has been reduced to backstop issuances of commercial paper, certain letters of credit and variable-rate demand tax-exempt bonds that may be put to the Duke Energy Registrants at the option of the holder.

The table below includes the current borrowing sublimits and available capacity under these credit facilities.

(in millions)	September 30, 2025								
	Duke Energy	Duke Energy (Parent)	Duke Energy Carolinas	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont	
Facility size <sup>(a)</sup>	\$ 10,000	\$ 3,925	\$ 1,000	\$ 1,125	\$ 1,150	\$ 950	\$ 800	\$ 1,050	
Reduction to backstop issuances									
Commercial paper <sup>(b)</sup>	(2,409)	(1,350)	(370)	(150)	(170)	(25)	(150)	(194)	
Outstanding letters of credit	(7)	(2)	(4)	(1)	—	—	—	—	
Tax-exempt bonds	(81)	—	—	—	—	—	(81)	—	
Available capacity under the Master Credit Facility	\$ 7,503	\$ 2,573	\$ 626	\$ 974	\$ 980	\$ 925	\$ 569	\$ 856	

(a) Represents the sublimit of each borrower.

(b) Duke Energy issued \$625 million of commercial paper and loaned the proceeds through the money pool to Duke Energy Carolinas, Duke Energy Progress, Duke Energy Ohio and Duke Energy Indiana. The balances are classified as Long-Term Debt Payable to Affiliated Companies on the Condensed Consolidated Balance Sheets.

**Term Loan Facilities****Duke Energy (Parent)**

Duke Energy (Parent) entered into a Term Loan Credit Facility (facility) with commitments totaling \$1.4 billion that matured in March 2024. In January 2024, Duke Energy (Parent) repaid the remaining \$1 billion outstanding on the facility.

Duke Energy (Parent) entered into a 364-day term loan facility with commitments totaling \$2 billion maturing September 2026. As of September 30, 2025, \$1.2 billion was drawn under the term loan facility, which was classified as Current maturities of long-term debt on the Condensed Consolidated Balance Sheets. Borrowings were used to pay down short-term debt and for general corporate purposes.

**Duke Energy Carolinas, Duke Energy Progress and Duke Energy Florida**

In November 2024, Duke Energy Carolinas, Duke Energy Progress and Duke Energy Florida entered into term loan facilities intended to meet incremental financing needs resulting from expenditures for the restoration of service and rebuilding of infrastructure related to hurricanes Debby, Helene and Milton as described in Note 4. Duke Energy Carolinas and Duke Energy Progress entered into two-year term loan facilities with commitments totaling \$700 million and \$250 million, respectively. Duke Energy Florida entered into a 364-day term loan facility with commitments totaling \$800 million. As of December 31, 2024, \$455 million and \$185 million in borrowings under the term loan facilities for Duke Energy Carolinas and Duke Energy Progress, respectively, were classified as Long-Term Debt and \$100 million in borrowings for Duke Energy Florida was classified as Current maturities of long-term debt on the Condensed Consolidated Balance Sheets. As of April 2025, the remaining amounts available were drawn on all three term loans.

In September 2025, Duke Energy Carolinas and Duke Energy Progress repaid their respective term loan facilities. In the third quarter of 2025, Duke Energy Florida repaid \$450 million of borrowings on its outstanding term loan facility, leaving \$350 million in borrowings classified as Current maturities of long-term debt on the Condensed Consolidated Balance Sheets as of September 30, 2025. The remaining \$350 million was repaid in October 2025.

**Piedmont**

Piedmont entered into a 364-day term loan facility with commitments totaling \$450 million maturing August 2026. In September 2025, \$450 million was drawn under the term loan facility, which was classified as Current maturities of long-term debt on the Condensed Consolidated Balance Sheets as of September 30, 2025. Proceeds were used to repay \$150 million of maturities due September 2025, to pay down short-term debt and for general corporate purposes.

**Other Debt Matters**

In September 2025, Duke Energy filed a Form S-3 with the SEC. Under this Form S-3, which is uncapped, the Duke Energy Registrants, excluding Progress Energy and Piedmont, may issue debt and other securities in the future at amounts, prices and with terms to be determined at the time of future offerings. The registration statement was filed to replace a similar prior filing upon expiration of its three-year term and also allows for the issuance of common and preferred stock by Duke Energy. Also in September 2025, Duke Energy filed a Form S-3 that allows Duke Energy to sell up to \$4 billion of variable denomination floating-rate demand notes, called PremierNotes. The Form S-3 states that no more than \$2 billion of the notes will be outstanding at any particular time.

**7. ASSET RETIREMENT OBLIGATIONS**

The Duke Energy Registrants record AROs when there is a legal obligation to incur retirement costs associated with the retirement of a long-lived asset and the obligation can be reasonably estimated. Actual costs incurred could be materially different from current estimates that form the basis of the recorded AROs.

The following table presents the AROs recorded on the Condensed Consolidated Balance Sheets.

(in millions)	September 30, 2025								
	Duke Energy		Duke Energy Carolinas		Progress Energy		Duke Energy Progress		Duke Energy Florida
Decommissioning of nuclear power facilities	\$ 4,625	\$ 2,131	\$ 2,479	\$ 2,400	\$ 79	\$ —	\$ —	\$ —	\$ —
Closure of ash impoundments	4,688	1,648	1,868	1,844	24	65	1,107		—
Other	331	75	135	43	92	68	29		26
Total ARO	\$ 9,644	\$ 3,854	\$ 4,482	\$ 4,287	\$ 195	\$ 133	\$ 1,136	\$ 26	
Less: Current portion	592	247	208	206	2	8	130		—
Total noncurrent ARO	\$ 9,052	\$ 3,607	\$ 4,274	\$ 4,081	\$ 193	\$ 125	\$ 1,006	\$ 26	

**ARO Liability Rollforward**

The following table presents the change in liability associated with AROs for the Duke Energy Registrants.

(in millions)	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Duke Piedmont
<b>Balance at December 31, 2024<sup>(a)</sup></b>	\$ 9,988	\$ 3,990	\$ 4,548	\$ 4,334	\$ 214	\$ 139	\$ 1,268	\$ 24
Accretion expense <sup>(b)</sup>	357	141	164	158	6	5	49	2
Liabilities settled <sup>(c)</sup>	(435)	(171)	(180)	(149)	(31)	(5)	(79)	—
Revisions in estimates of cash flows <sup>(d)</sup>	(266)	(106)	(50)	(56)	6	(6)	(102)	—
<b>Balance at September 30, 2025</b>	<b>\$ 9,644</b>	<b>\$ 3,854</b>	<b>\$ 4,482</b>	<b>\$ 4,287</b>	<b>\$ 195</b>	<b>\$ 133</b>	<b>\$ 1,136</b>	<b>\$ 26</b>

(a) Primarily relates to decommissioning nuclear power facilities, closure of ash impoundments, asbestos removal, closure of landfills at fossil generation facilities, retirement of natural gas mains and removal of renewable energy generation assets.  
 (b) For the nine months ended September 30, 2025, substantially all accretion expense has been deferred in accordance with regulatory accounting treatment.  
 (c) Primarily relates to ash impoundment closures and nuclear decommissioning.  
 (d) The revision amounts represent the change in discounted cash flows for estimated closure costs as evaluated on a site-by-site basis. The decreases primarily relate to lower third-party markup and a shift in timing of costs to future years.

Asset retirement costs associated with the AROs for operating plants and retired plants are included in Net property, plant and equipment and Regulatory assets, respectively, on the Condensed Consolidated Balance Sheets.

**8. GOODWILL****Duke Energy**

Duke Energy's Goodwill balance of \$19.0 billion is allocated \$17.4 billion to EU&I and \$1.6 billion to GU&I on Duke Energy's Condensed Consolidated Balance Sheets at September 30, 2025, and December 31, 2024. There are no accumulated impairment charges.

On July 27, 2025, Piedmont entered into a purchase agreement for the sale of Piedmont's Tennessee business. In the third quarter of 2025, Duke Energy reclassified the Piedmont Tennessee Disposal Group to assets held for sale. As a result, \$294 million of Duke Energy's Goodwill balance that is allocated to the Piedmont Tennessee Disposal Group was reclassified to noncurrent assets held for sale on Duke Energy's Condensed Consolidated Balance Sheets. See Note 2 for additional information.

**Duke Energy Ohio**

Duke Energy Ohio's Goodwill balance of \$920 million, allocated \$596 million to EU&I and \$324 million to GU&I, is presented net of accumulated impairment charges of \$216 million on the Condensed Consolidated Balance Sheets at September 30, 2025, and December 31, 2024.

**Progress Energy**

Progress Energy's Goodwill is included in the EU&I segment and there are no accumulated impairment charges.

**Piedmont**

Piedmont's Goodwill is included in the GU&I segment and there are no accumulated impairment charges.

On July 27, 2025, Piedmont entered into a purchase agreement for the sale of Piedmont's Tennessee business. In the third quarter of 2025, \$10 million of Piedmont's Goodwill balance that is allocated to the Piedmont Tennessee Disposal Group was reclassified to noncurrent assets held for sale on Piedmont's Condensed Consolidated Balance Sheets. See Note 2 for additional information.

**Impairment Testing**

Duke Energy, Progress Energy, Duke Energy Ohio and Piedmont are required to perform an annual goodwill impairment test as of the same date each year and, accordingly, perform their annual impairment testing of goodwill as of August 31. Duke Energy, Progress Energy, Duke Energy Ohio and Piedmont update their test between annual tests if events or circumstances occur that would more likely than not reduce the fair value of a reporting unit below its carrying value. As the fair value for Duke Energy, Progress Energy, Duke Energy Ohio and Piedmont exceeded their respective carrying values at the date of the annual impairment analysis, no goodwill impairment charges were recorded in the third quarter of 2025.

**9. RELATED PARTY TRANSACTIONS**

The Subsidiary Registrants engage in related party transactions in accordance with applicable state and federal commission regulations. Refer to the Condensed Consolidated Balance Sheets of the Subsidiary Registrants for balances due to or due from related parties. Transactions with related parties included on the Condensed Consolidated Statements of Operations and Comprehensive Income are presented in the following table.

(in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<b>Duke Energy Carolinas</b>				
Corporate governance and shared service expenses <sup>(a)</sup>	\$ 153	\$ 186	\$ 488	\$ 589
Indemnification coverages <sup>(b)</sup>	13	11	40	33
JDA revenue <sup>(c)</sup>	12	7	102	29
JDA expense <sup>(c)</sup>	58	48	245	141
Intercompany natural gas purchases <sup>(d)</sup>	1	5	5	14
<b>Progress Energy</b>				
Corporate governance and shared service expenses <sup>(a)</sup>	\$ 145	\$ 165	\$ 436	\$ 524
Indemnification coverages <sup>(b)</sup>	16	13	48	42
JDA revenue <sup>(c)</sup>	58	48	245	141
JDA expense <sup>(c)</sup>	12	7	102	29
Intercompany natural gas purchases <sup>(d)</sup>	19	19	57	56
<b>Duke Energy Progress</b>				
Corporate governance and shared service expenses <sup>(a)</sup>	\$ 87	\$ 104	\$ 254	\$ 318
Indemnification coverages <sup>(b)</sup>	7	5	20	17
JDA revenue <sup>(c)</sup>	58	48	245	141
JDA expense <sup>(c)</sup>	12	7	102	29
Intercompany natural gas purchases <sup>(d)</sup>	19	19	57	56
<b>Duke Energy Florida</b>				
Corporate governance and shared service expenses <sup>(a)</sup>	\$ 58	\$ 61	\$ 182	\$ 206
Indemnification coverages <sup>(b)</sup>	9	8	28	25
<b>Duke Energy Ohio</b>				
Corporate governance and shared service expenses <sup>(a)</sup>	\$ 68	\$ 74	\$ 202	\$ 228
Indemnification coverages <sup>(b)</sup>	1	2	4	5
<b>Duke Energy Indiana</b>				
Corporate governance and shared service expenses <sup>(a)</sup>	\$ 80	\$ 98	\$ 224	\$ 283
Indemnification coverages <sup>(b)</sup>	2	2	7	7
<b>Piedmont</b>				
Corporate governance and shared service expenses <sup>(a)</sup>	\$ 38	\$ 40	\$ 105	\$ 121
Indemnification coverages <sup>(b)</sup>	1	1	4	3
Intercompany natural gas sales <sup>(d)</sup>	20	24	62	70
Natural gas storage and transportation costs <sup>(e)</sup>	5	5	16	17

- (a) The Subsidiary Registrants are charged their proportionate share of corporate governance and other shared services costs, primarily related to human resources, employee benefits, information technology, legal and accounting fees, as well as other third-party costs. These amounts are primarily recorded in Operation, maintenance and other and Impairment of assets and other charges on the Condensed Consolidated Statements of Operations and Comprehensive Income.
- (b) The Subsidiary Registrants incur expenses related to certain indemnification coverages through Bison, Duke Energy's wholly owned captive insurance subsidiary. These expenses are recorded in Operation, maintenance and other on the Condensed Consolidated Statements of Operations and Comprehensive Income.
- (c) Duke Energy Carolinas and Duke Energy Progress participate in a JDA, which allows the collective dispatch of power plants between the service territories to reduce customer rates. Revenues from the sale of power and expenses from the purchase of power pursuant to the JDA are recorded in Operating Revenues and Fuel used in electric generation and purchased power, respectively, on the Condensed Consolidated Statements of Operations and Comprehensive Income.
- (d) Piedmont provides long-term natural gas delivery service to certain Duke Energy Carolinas and Duke Energy Progress natural gas-fired generation facilities. Piedmont records the sales in Operating Revenues, and Duke Energy Carolinas and Duke Energy Progress record the related purchases as a component of Fuel used in electric generation and purchased power on their respective Condensed Consolidated Statements of Operations and Comprehensive Income.
- (e) Piedmont has related party transactions as a customer of its equity method investments in Pine Needle LNG Company, LLC, Hardy Storage Company, LLC and Cardinal Pipeline Company, LLC natural gas storage and transportation facilities. These expenses are included in Cost of natural gas on Piedmont's Condensed Consolidated Statements of Operations and Comprehensive Income.

In addition to the amounts presented above, the Subsidiary Registrants have other affiliate transactions, including rental of office space, participation in a money pool arrangement, other operational transactions and their proportionate share of certain charged expenses. These transactions of the Subsidiary Registrants are incurred in the ordinary course of business and are eliminated in consolidation.

As discussed in Note 13, certain trade receivables were previously sold by Duke Energy Ohio and Duke Energy Indiana to CRC, an affiliate formed by a subsidiary of Duke Energy. The proceeds obtained from the sales of receivables were largely cash but included a subordinated note from CRC for a portion of the purchase price. In March 2024, Duke Energy repaid all outstanding CRC borrowings and terminated the related CRC credit facility.

#### Intercompany Income Taxes

Duke Energy and the Subsidiary Registrants file a consolidated federal income tax return and other state and jurisdictional returns. The Subsidiary Registrants have a tax sharing agreement with Duke Energy for the allocation of consolidated tax liabilities and benefits. Income taxes recorded represent amounts the Subsidiary Registrants would incur as separate C-Corporations. The following table includes the balance of intercompany income tax receivables and payables for the Subsidiary Registrants.

(in millions)	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Duke Energy Piedmont
<b>September 30, 2025</b>							
Intercompany income tax receivable	\$ —	\$ —	\$ 93	\$ —	\$ —	\$ —	\$ 45
Intercompany income tax payable	65	101	—	192	23	28	—
<b>December 31, 2024</b>							
Intercompany income tax receivable	\$ —	\$ —	\$ —	\$ 154	\$ —	\$ —	\$ —
Intercompany income tax payable	419	169	315	—	43	110	43

#### 10. DERIVATIVES AND HEDGING

The Duke Energy Registrants use commodity, interest rate and foreign currency contracts to manage commodity price risk, interest rate risk and foreign currency exchange rate risk. The primary use of commodity derivatives is to hedge the generation portfolio against changes in the prices of electricity and natural gas. Piedmont enters into natural gas supply contracts to provide diversification, reliability and natural gas cost benefits to its customers. Interest rate derivatives are used to manage interest rate risk associated with borrowings. Foreign currency derivatives are used to manage risk related to foreign currency exchange rates on certain issuances of debt.

All derivative instruments not identified as NPNS are recorded at fair value as assets or liabilities on the Condensed Consolidated Balance Sheets. Cash collateral related to derivative instruments executed under master netting arrangements is offset against the collateralized derivatives on the Condensed Consolidated Balance Sheets. The cash impacts of settled derivatives are recorded as operating activities on the Condensed Consolidated Statements of Cash Flows.

#### INTEREST RATE RISK

The Duke Energy Registrants are exposed to changes in interest rates as a result of their issuance or anticipated issuance of variable-rate and fixed-rate debt and commercial paper. Interest rate risk is managed by limiting variable-rate exposures to a percentage of total debt and by monitoring changes in interest rates. To manage risk associated with changes in interest rates, the Duke Energy Registrants may enter into interest rate swaps, U.S. Treasury lock agreements and other financial contracts. In anticipation of certain fixed-rate debt issuances, a series of forward-starting interest rate swaps or Treasury locks may be executed to lock in components of current market interest rates. These instruments are later terminated prior to or upon the issuance of the corresponding debt.

#### Cash Flow Hedges

For a derivative designated as hedging the exposure to variable cash flows of a future transaction, referred to as a cash flow hedge, the effective portion of the derivative's gain or loss is initially reported as a component of other comprehensive income and subsequently reclassified into earnings once the future transaction impacts earnings. Amounts for interest rate contracts are reclassified to earnings as interest expense over the term of the related debt. Gains and losses reclassified out of accumulated other comprehensive income (loss) for the three and nine months ended September 30, 2025, and 2024, were not material. Duke Energy's interest rate derivatives designated as hedges include forward-starting interest rate swaps not accounted for under regulatory accounting.

#### Undesignated Contracts

Undesignated contracts primarily include contracts not designated as a hedge because they are accounted for under regulatory accounting or contracts that do not qualify for hedge accounting.

Duke Energy's interest rate swaps for its regulated operations employ regulatory accounting. With regulatory accounting, the mark-to-market gains or losses on the swaps are deferred as regulatory liabilities or regulatory assets, respectively. Regulatory assets and liabilities are amortized consistent with the treatment of the related costs in the ratemaking process. The accrual of interest on the swaps is recorded as Interest Expense on the Duke Energy Registrant's Condensed Consolidated Statements of Operations and Comprehensive Income.

The following tables show notional amounts of outstanding derivatives related to interest rate risk.

	September 30, 2025						
	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Indiana	Duke Energy Ohio
(in millions)							
Cash flow hedges	\$ 1,725	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Undesignated contracts	4,352	2,075	1,925	650	1,275	325	27
Total notional amount	\$ 6,077	\$ 2,075	\$ 1,925	\$ 650	\$ 1,275	\$ 325	\$ 27

	December 31, 2024						
	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Indiana	Duke Energy Ohio
(in millions)							
Cash flow hedges	\$ 2,825	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Undesignated contracts	3,202	1,150	1,775	1,125	650	250	27
Total notional amount	\$ 6,027	\$ 1,150	\$ 1,775	\$ 1,125	\$ 650	\$ 250	\$ 27

#### COMMODITY PRICE RISK

The Duke Energy Registrants are exposed to the impact of changes in the prices of electricity purchased and sold in bulk power markets and natural gas purchases, including Piedmont's natural gas supply contracts. Exposure to commodity price risk is influenced by a number of factors including the term of contracts, the liquidity of markets and delivery locations. To manage risk associated with commodity prices, the Duke Energy Registrants may enter into long-term power purchase or sales contracts and long-term natural gas supply agreements.

##### Undesignated Contracts

For the Subsidiary Registrants, bulk power electricity and natural gas purchases flow through fuel adjustment clauses, formula-based contracts or other cost-sharing mechanisms. Differences between the costs included in rates and the incurred costs, including undesignated derivative contracts, are largely deferred as regulatory assets or regulatory liabilities. Piedmont policies allow for the use of financial instruments to hedge commodity price risks. The strategy and objective of these hedging programs are to use the financial instruments to reduce natural gas cost volatility for customers.

##### Volumes

The tables below include volumes of outstanding commodity derivatives. Amounts disclosed represent the absolute value of notional volumes of commodity contracts excluding NPNS. The Duke Energy Registrants have netted contractual amounts where offsetting purchase and sale contracts exist with identical delivery locations and times of delivery. Where all commodity positions are perfectly offset, no quantities are shown.

	September 30, 2025						
	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Ohio	Duke Energy Indiana	Piedmont
Electricity (GWh)	17,663	—	—	—	2,631	15,032	—
Natural gas (millions of dekatherms)	790	297	274	274	—	22	197

	December 31, 2024						
	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Ohio	Duke Energy Indiana	Piedmont
Electricity (GWh)	12,229	—	—	—	1,287	10,942	—
Natural gas (millions of dekatherms)	779	276	246	246	—	32	225

#### FOREIGN CURRENCY RISK

Duke Energy may enter into foreign currency derivatives to hedge exposure to changes in foreign currency exchange rates, such as that arising from the issuance of debt denominated in a currency other than U.S. dollars.

##### Fair Value Hedges

Derivatives related to existing fixed-rate securities are accounted for as fair value hedges, where the derivatives' fair value gains or losses and hedged items' fair value gains or losses are both recorded directly to earnings on the same income statement line item, including foreign currency gains or losses arising from changes in the U.S. currency exchange rates. Duke Energy has elected to exclude the cross-currency basis spread from the assessment of effectiveness in the fair value hedges of its foreign currency risk and record any difference between the change in the fair value of the excluded components and the amounts recognized in earnings as a component of other comprehensive income or loss.

The following table shows Duke Energy's outstanding derivatives related to foreign currency risk at September 30, 2025.

	Pay Notional (in millions)	Pay Rate	Receive Notional (in millions)	Receive Rate	Hedge Maturity Date	Fair Value Gain (Loss) <sup>(a)</sup> (in millions)			
						Three Months Ended September 30,		Nine Months Ended September 30,	
						2025	2024	2025	2024
<b>Fair value hedges</b>									
	\$ 645	4.75 %	600 euros	3.10 %	June 2028	\$ (3)	\$ 23	\$ 83	\$ 23
	537	5.31 %	500 euros	3.85 %	June 2034	(3)	19	69	19
	815	5.65 %	750 euros	3.75 %	April 2031	(4)	29	104	20
<b>Total notional amount</b>	<b>\$ 1,997</b>		<b>1,850 euros</b>			<b>\$ (10)</b>	<b>\$ 71</b>	<b>\$ 256</b>	<b>\$ 62</b>

(a) Amounts are recorded in Other Income and expenses, net on the Condensed Consolidated Statement of Operations, which offsets an equal translation adjustment of the foreign denominated debt. See the Condensed Consolidated Statements of Comprehensive Income for amounts excluded from the assessment of effectiveness for which the difference between changes in fair value and periodic amortization is recorded.

#### LOCATION AND FAIR VALUE OF DERIVATIVE ASSETS AND LIABILITIES RECOGNIZED ON THE CONDENSED CONSOLIDATED BALANCE SHEETS

The following tables show the fair value and balance sheet location of derivative instruments. Although derivatives subject to master netting arrangements are netted on the Condensed Consolidated Balance Sheets, the fair values presented below are shown gross and cash collateral on the derivatives have not been netted against the fair values shown.

Derivative Assets										September 30, 2025				
(in millions)	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont						
<b>Commodity Contracts</b>														
<i>Not Designated as Hedging Instruments</i>														
Current	\$ 59	\$ 22	\$ 21	\$ 21	—	\$ 1	\$ 14	\$ 1						
Noncurrent	47	22	25	26	—	—	—	—						
<b>Total Derivative Assets – Commodity Contracts</b>	<b>\$ 106</b>	<b>\$ 44</b>	<b>\$ 46</b>	<b>\$ 47</b>	<b>—</b>	<b>\$ 1</b>	<b>\$ 14</b>	<b>\$ 1</b>						
<b>Interest Rate Contracts</b>														
<i>Designated as Hedging Instruments</i>														
Noncurrent	24	—	—	—	—	—	—	—						
<i>Not Designated as Hedging Instruments</i>														
Current	3	—	3	—	2	—	—	—						
Noncurrent	56	33	23	15	8	—	—	—						
<b>Total Derivative Assets – Interest Rate Contracts</b>	<b>\$ 83</b>	<b>\$ 33</b>	<b>\$ 26</b>	<b>\$ 15</b>	<b>\$ 10</b>	<b>—</b>	<b>\$ 1</b>	<b>\$ 14</b>						
<b>Foreign Currency Contracts</b>														
<i>Designated as Hedging Instruments</i>														
Noncurrent	171	—	—	—	—	—	—	—						
<b>Total Derivative Assets – Foreign Currency Contracts</b>	<b>\$ 171</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>						
<b>Total Derivative Assets</b>	<b>\$ 360</b>	<b>\$ 77</b>	<b>\$ 72</b>	<b>\$ 62</b>	<b>\$ 10</b>	<b>\$ 1</b>	<b>\$ 14</b>	<b>\$ 1</b>						

Derivative Liabilities		September 30, 2025							
(in millions)		Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<b>Commodity Contracts</b>									
<i>Not Designated as Hedging Instruments</i>									
Current	\$ 79	\$ 43	\$ 17	\$ 17	\$ —	\$ —	\$ —	\$ 2	\$ 17
Noncurrent	100	24	15	15	—	—	—	—	61
<b>Total Derivative Liabilities – Commodity Contracts</b>	<b>\$ 179</b>	<b>\$ 67</b>	<b>\$ 32</b>	<b>\$ 32</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 2</b>	<b>\$ 78</b>
<b>Interest Rate Contracts</b>									
<i>Designated as Hedging Instruments</i>									
Noncurrent	3	—	—	—	—	—	—	—	—
<i>Not Designated as Hedging Instruments</i>									
Current	12	—	12	—	12	—	—	—	—
Noncurrent	28	12	10	4	6	—	—	5	—
<b>Total Derivative Liabilities – Interest Rate Contracts</b>	<b>\$ 43</b>	<b>\$ 12</b>	<b>\$ 22</b>	<b>\$ 4</b>	<b>\$ 18</b>	<b>\$ —</b>	<b>\$ 5</b>	<b>\$ —</b>	<b>\$ —</b>
<b>Foreign Currency Contracts</b>									
<i>Designated as Hedging Instruments</i>									
Current	26	—	—	—	—	—	—	—	—
<b>Total Derivative Liabilities – Foreign Currency Contracts</b>									
<b>Total Derivative Liabilities</b>	<b>\$ 248</b>	<b>\$ 79</b>	<b>\$ 54</b>	<b>\$ 36</b>	<b>\$ 18</b>	<b>\$ —</b>	<b>\$ 7</b>	<b>\$ —</b>	<b>\$ 78</b>

Derivative Assets		December 31, 2024							
(in millions)		Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<b>Commodity Contracts</b>									
<i>Not Designated as Hedging Instruments</i>									
Current	\$ 49	\$ 20	\$ 17	\$ 17	\$ —	\$ 1	\$ 8	\$ 1	—
Noncurrent	60	29	32	32	—	—	—	—	—
<b>Total Derivative Assets – Commodity Contracts</b>	<b>\$ 109</b>	<b>\$ 49</b>	<b>\$ 49</b>	<b>\$ 49</b>	<b>\$ 49</b>	<b>\$ 1</b>	<b>\$ 8</b>	<b>\$ 1</b>	<b>\$ 1</b>
<b>Interest Rate Contracts</b>									
<i>Designated as Hedging Instruments</i>									
Current	108	—	—	—	—	—	—	—	—
Noncurrent	52	—	—	—	—	—	—	—	—
<i>Not Designated as Hedging Instruments</i>									
Current	110	19	55	44	11	—	36	—	—
Noncurrent	50	26	23	16	7	—	—	—	—
<b>Total Derivative Assets – Interest Rate Contracts</b>	<b>\$ 320</b>	<b>\$ 45</b>	<b>\$ 78</b>	<b>\$ 60</b>	<b>\$ 18</b>	<b>\$ —</b>	<b>\$ 36</b>	<b>\$ —</b>	<b>\$ —</b>
<b>Foreign Currency Contracts</b>									
<i>Designated as Hedging Instruments</i>									
Noncurrent	5	—	—	—	—	—	—	—	—
<b>Total Derivative Assets – Foreign Currency Contracts</b>									
<b>Total Derivative Assets</b>	<b>\$ 434</b>	<b>\$ 94</b>	<b>\$ 127</b>	<b>\$ 109</b>	<b>\$ 18</b>	<b>\$ 1</b>	<b>\$ 44</b>	<b>\$ —</b>	<b>\$ 1</b>

Derivative Liabilities		December 31, 2024							
(in millions)		Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<b>Commodity Contracts</b>									
<i>Not Designated as Hedging Instruments</i>									
Current	\$ 108	\$ 57	\$ 32	\$ 32	\$ —	\$ —	\$ 3	\$ 16	
Noncurrent	134	31	24	24	—	—	—	—	78
<b>Total Derivative Liabilities – Commodity Contracts</b>	<b>\$ 242</b>	<b>\$ 88</b>	<b>\$ 56</b>	<b>\$ 56</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 3</b>	<b>\$ 94</b>	
<b>Interest Rate Contracts</b>									
<i>Not Designated as Hedging Instruments</i>									
Current	2	—	2	1	1	—	—	—	
Noncurrent	1	—	—	—	—	1	—	—	
<b>Total Derivative Liabilities – Interest Rate Contracts</b>	<b>\$ 3</b>	<b>\$ —</b>	<b>\$ 2</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ —</b>	<b>\$ 1</b>	<b>\$ —</b>	
<b>Foreign Currency Contracts</b>									
<i>Designated as Hedging Instruments</i>									
Current	35	—	—	—	—	—	—	—	
Noncurrent	39	—	—	—	—	—	—	—	
<b>Total Derivative Liabilities – Foreign Currency Contracts</b>	<b>\$ 74</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	
<b>Total Derivative Liabilities</b>	<b>\$ 319</b>	<b>\$ 88</b>	<b>\$ 58</b>	<b>\$ 57</b>	<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 3</b>	<b>\$ 94</b>	

**OFFSETTING ASSETS AND LIABILITIES**

The following tables present the line items on the Condensed Consolidated Balance Sheets where derivatives are reported. Substantially all of Duke Energy's outstanding derivative contracts are subject to enforceable master netting arrangements. The amounts shown are calculated by counterparty. Accounts receivable or accounts payable may also be available to offset exposures in the event of bankruptcy. These amounts are not included in the tables below.

Derivative Assets		September 30, 2025							
(in millions)		Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<b>Current</b>									
<i>Gross amounts recognized</i>									
Gross amounts recognized	\$ 62	\$ 22	\$ 24	\$ 21	\$ 2	\$ 1	\$ 14	\$ 1	
Offset	(25)	(12)	(13)	(13)	—	—	—	—	
Net amounts presented in Current Assets: Other	\$ 37	\$ 10	\$ 11	\$ 8	\$ 2	\$ 1	\$ 14	\$ 1	
<b>Noncurrent</b>									
<i>Gross amounts recognized</i>									
Gross amounts recognized	\$ 298	\$ 55	\$ 48	\$ 41	\$ 8	\$ —	\$ —	\$ —	
Offset	(26)	(14)	(12)	(12)	—	—	—	—	
Net amounts presented in Other Noncurrent Assets: Other	\$ 272	\$ 41	\$ 36	\$ 29	\$ 8	\$ —	\$ —	\$ —	

Derivative Liabilities (in millions)		September 30, 2025							
		Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<b>Current</b>									
Gross amounts recognized	\$ 117	\$ 43	\$ 29	\$ 17	\$ 12	\$ —	\$ 2	\$ 17	
Offset	(24)	(12)	(13)	(13)	—	—	—	—	—
Cash collateral posted	(3)	—	—	—	—	—	—	(3)	—
Net amounts presented in Current Liabilities: Other	\$ 90	\$ 31	\$ 16	\$ 4	\$ 12	\$ —	\$ (1)	\$ 17	
<b>Noncurrent</b>									
Gross amounts recognized	\$ 131	\$ 36	\$ 25	\$ 19	\$ 6	\$ —	\$ 5	\$ 61	
Offset	(26)	(14)	(12)	(12)	—	—	—	—	—
Net amounts presented in Other Noncurrent Liabilities: Other	\$ 105	\$ 22	\$ 13	\$ 7	\$ 6	\$ —	\$ 5	\$ 61	
Derivative Assets (in millions)		December 31, 2024							
		Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<b>Current</b>									
Gross amounts recognized	\$ 267	\$ 39	\$ 72	\$ 61	\$ 11	\$ 1	\$ 44	\$ 1	
Offset	(29)	(15)	(14)	(14)	—	—	—	—	—
Net amounts presented in Current Assets: Other	\$ 238	\$ 24	\$ 58	\$ 47	\$ 11	\$ 1	\$ 44	\$ 1	
<b>Noncurrent</b>									
Gross amounts recognized	\$ 167	\$ 55	\$ 55	\$ 48	\$ 7	\$ —	\$ —	\$ —	
Offset	(37)	(19)	(17)	(17)	—	—	—	—	—
Net amounts presented in Other Noncurrent Assets: Other	\$ 130	\$ 36	\$ 38	\$ 31	\$ 7	\$ —	\$ —	\$ —	
Derivative Liabilities (in millions)		December 31, 2024							
		Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<b>Current</b>									
Gross amounts recognized	\$ 145	\$ 57	\$ 34	\$ 33	\$ 1	\$ —	\$ 3	\$ 16	
Offset	(29)	(15)	(14)	(14)	—	—	—	—	—
Cash collateral posted	(3)	(2)	—	—	—	—	(1)	—	—
Net amounts presented in Current Liabilities: Other	\$ 113	\$ 40	\$ 20	\$ 19	\$ 1	\$ —	\$ 2	\$ 16	
<b>Noncurrent</b>									
Gross amounts recognized	\$ 174	\$ 31	\$ 24	\$ 24	\$ 1	\$ —	\$ —	\$ 78	
Offset	(37)	(19)	(17)	(17)	—	—	—	—	—
Cash collateral posted	(4)	(4)	—	—	—	—	—	—	—
Net amounts presented in Other Noncurrent Liabilities: Other	\$ 133	\$ 8	\$ 7	\$ 7	\$ 1	\$ —	\$ —	\$ 78	

**OBJECTIVE CREDIT CONTINGENT FEATURES**

Certain derivative contracts contain objective credit contingent features. These features include the requirement to post cash collateral or letters of credit if specific events occur, such as a credit rating downgrade below investment grade. The following tables show information with respect to derivative contracts that are in a net liability position and contain objective credit risk-related payment provisions.

(in millions)	September 30, 2025				
	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	
Aggregate fair value of derivatives in a net liability position	\$ 45	\$ 28	\$ 16	\$ 16	\$ 16
Additional cash collateral or letters of credit in the event credit risk-related contingent features were triggered	\$ 45	\$ 28	\$ 16	\$ 16	\$ 16

(in millions)	December 31, 2024				
	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	
Aggregate fair value of derivatives in a net liability position	\$ 101	\$ 52	\$ 49	\$ 49	\$ 49
Fair value of collateral already posted	6	6	—	—	—
Additional cash collateral or letters of credit in the event credit risk-related contingent features were triggered	\$ 95	\$ 46	\$ 49	\$ 49	\$ 49

The Duke Energy Registrants have elected to offset cash collateral and fair values of derivatives. For amounts to be netted, the derivative and cash collateral must be executed with the same counterparty under the same master netting arrangement.

**11. INVESTMENTS IN DEBT AND EQUITY SECURITIES**

Duke Energy's investments in debt and equity securities are primarily comprised of investments held in (i) the nuclear decommissioning trust funds (NDTF) at Duke Energy Carolinas, Duke Energy Progress and Duke Energy Florida, (ii) the grantor trusts at Duke Energy Florida and Duke Energy Indiana related to OPEB plans and (iii) Bison. The Duke Energy Registrants classify investments in debt securities as Available for Sale (AFS) and investments in equity securities as fair value through net income (FV-NI).

For investments in debt securities classified as AFS, the unrealized gains and losses are included in other comprehensive income until realized at which time they are reported through net income. For investments in equity securities classified as FV-NI, both realized and unrealized gains and losses are reported through net income. Substantially all of Duke Energy's investments in debt and equity securities qualify for regulatory accounting, and accordingly, all associated realized and unrealized gains and losses on these investments are deferred as a regulatory asset or liability.

Duke Energy classifies the majority of investments in debt and equity securities as long term, unless otherwise noted.

**Investment Trusts**

The investments within the Investment Trusts are managed by independent investment managers with discretion to buy, sell and invest pursuant to the guidelines set forth by the investment manager agreements and trust agreements. The Duke Energy Registrants have limited oversight of the day-to-day management of these investments. As a result, the ability to hold investments in unrealized loss positions is outside the control of the Duke Energy Registrants. Accordingly, all unrealized losses associated with debt securities within the Investment Trusts are recognized immediately and deferred to regulatory accounts where appropriate.

**Other AFS Securities**

Unrealized gains and losses on all other AFS securities are included in other comprehensive income until realized, unless it is determined the carrying value of an investment has a credit loss. The Duke Energy Registrants analyze all investment holdings each reporting period to determine whether a decline in fair value is related to a credit loss. If a credit loss exists, the unrealized credit loss is included in earnings. There were no material credit losses as of September 30, 2025, and December 31, 2024.

Other Investments amounts are recorded in Other within Other Noncurrent Assets on the Condensed Consolidated Balance Sheets.

## DUKE ENERGY

The following table presents the estimated fair value of investments in debt and equity securities; equity investments are classified as FV-NI and debt investments are classified as AFS.

(in millions)	September 30, 2025			December 31, 2024		
	Gross Unrealized Holding Gains	Gross Unrealized Holding Losses	Estimated Fair Value	Gross Unrealized Holding Gains	Gross Unrealized Holding Losses	Estimated Fair Value
<b>NDTF</b>						
Cash and cash equivalents	\$ —	\$ —	172	\$ —	\$ —	139
Equity securities	5,938	17	8,435	5,753	61	8,233
Corporate debt securities	21	19	1,021	6	33	673
Municipal bonds	4	15	374	2	14	342
U.S. government bonds	32	43	2,488	3	84	1,806
Other debt securities	3	5	287	1	8	239
<b>Total NDTF Investments</b>	<b>\$ 5,998</b>	<b>\$ 99</b>	<b>\$ 12,777</b>	<b>\$ 5,765</b>	<b>\$ 200</b>	<b>\$ 11,432</b>
<b>Other Investments</b>						
Cash and cash equivalents	\$ —	\$ —	76	\$ —	\$ —	47
Equity securities	54	—	134	39	4	160
Corporate debt securities	—	2	70	—	5	79
Municipal bonds	—	2	69	—	1	83
U.S. government bonds	—	4	56	—	5	59
Other debt securities	—	2	49	—	4	45
<b>Total Other Investments</b>	<b>\$ 54</b>	<b>\$ 10</b>	<b>\$ 454</b>	<b>\$ 39</b>	<b>\$ 19</b>	<b>\$ 473</b>
<b>Total Investments</b>	<b>\$ 6,052</b>	<b>\$ 109</b>	<b>\$ 13,231</b>	<b>\$ 5,804</b>	<b>\$ 219</b>	<b>\$ 11,905</b>

Realized gains and losses, which were determined on a specific identification basis, from sales of FV-NI and AFS securities for the three and nine months ended September 30, 2025, and 2024, were as follows.

(in millions)	Three Months Ended		Nine Months Ended	
	September 30, 2025	September 30, 2024	September 30, 2025	September 30, 2024
<b>FV-NI:</b>				
Realized gains	\$ 848	\$ 61	\$ 1,015	\$ 256
Realized losses	21	19	102	64
<b>AFS:</b>				
Realized gains	23	10	43	22
Realized losses	20	8	57	44

## DUKE ENERGY CAROLINAS

The following table presents the estimated fair value of investments in debt and equity securities; equity investments are classified as FV-NI and debt investments are classified as AFS.

(in millions)	September 30, 2025			December 31, 2024		
	Gross Unrealized Holding Gains	Gross Unrealized Holding Losses	Estimated Fair Value	Gross Unrealized Holding Gains	Gross Unrealized Holding Losses	Estimated Fair Value
<b>NDTF</b>						
Cash and cash equivalents	\$ —	\$ —	84	\$ —	\$ —	62
Equity securities	3,483	11	4,856	3,386	33	4,751
Corporate debt securities	11	16	637	2	27	401
Municipal bonds	—	5	50	—	4	36
U.S. government bonds	17	28	1,397	—	50	991
Other debt securities	3	5	245	1	8	223
<b>Total NDTF Investments</b>	<b>\$ 3,514</b>	<b>\$ 65</b>	<b>\$ 7,269</b>	<b>\$ 3,389</b>	<b>\$ 122</b>	<b>\$ 6,464</b>

Realized gains and losses, which were determined on a specific identification basis, from sales of FV-NI and AFS securities for the three and nine months ended September 30, 2025, and 2024, were as follows.

(in millions)	Three Months Ended		Nine Months Ended	
	September 30, 2025	September 30, 2024	September 30, 2025	September 30, 2024
<b>FV-NI:</b>				
Realized gains	\$ 490	\$ 38	\$ 594	\$ 163
Realized losses	12	9	53	30
<b>AFS:</b>				
Realized gains	17	6	32	11
Realized losses	17	5	40	22

#### PROGRESS ENERGY

The following table presents the estimated fair value of investments in debt and equity securities; equity investments are classified as FV-NI and debt investments are classified as AFS.

(in millions)	September 30, 2025			December 31, 2024		
	Gross Unrealized Holding Gains	Gross Unrealized Holding Losses	Estimated Fair Value	Gross Unrealized Holding Gains	Gross Unrealized Holding Losses	Estimated Fair Value
<b>NDTF</b>						
Cash and cash equivalents	\$ —	\$ —	\$ 88	\$ —	\$ —	\$ 77
Equity securities	2,455	6	3,579	2,367	28	3,482
Corporate debt securities	10	3	384	4	6	272
Municipal bonds	4	10	324	2	10	306
U.S. government bonds	15	15	1,091	3	34	815
Other debt securities	—	—	42	—	—	16
<b>Total NDTF Investments</b>	<b>\$ 2,484</b>	<b>\$ 34</b>	<b>\$ 5,508</b>	<b>\$ 2,376</b>	<b>\$ 78</b>	<b>\$ 4,968</b>
<b>Other Investments</b>						
Cash and cash equivalents	\$ —	\$ —	\$ 14	\$ —	\$ —	\$ 23
Municipal bonds	—	1	24	—	—	24
<b>Total Other Investments</b>	<b>\$ —</b>	<b>\$ 1</b>	<b>\$ 38</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 47</b>
<b>Total Investments</b>	<b>\$ 2,484</b>	<b>\$ 35</b>	<b>\$ 5,546</b>	<b>\$ 2,376</b>	<b>\$ 78</b>	<b>\$ 5,015</b>

Realized gains and losses, which were determined on a specific identification basis, from sales of FV-NI and AFS securities for the three and nine months ended September 30, 2025, and 2024, were as follows.

(in millions)	Three Months Ended		Nine Months Ended	
	September 30, 2025	September 30, 2024	September 30, 2025	September 30, 2024
<b>FV-NI:</b>				
Realized gains	\$ 358	\$ 23	\$ 421	\$ 93
Realized losses	9	10	49	34
<b>AFS:</b>				
Realized gains	6	4	11	11
Realized losses	3	3	17	22

## DUKE ENERGY PROGRESS

The following table presents the estimated fair value of investments in debt and equity securities; equity investments are classified as FV-NI and debt investments are classified as AFS.

(in millions)	September 30, 2025			December 31, 2024		
	Gross Unrealized Holding Gains	Gross Unrealized Holding Losses	Estimated Fair Value	Gross Unrealized Holding Gains	Gross Unrealized Holding Losses	Estimated Fair Value
<b>NDTF</b>						
Cash and cash equivalents	\$ —	\$ —	\$ 72	\$ —	\$ —	\$ 54
Equity securities	2,330	6	3,445	2,256	28	3,362
Corporate debt securities	10	3	367	4	6	256
Municipal bonds	4	10	324	2	10	306
U.S. government bonds	14	11	953	3	26	645
Other debt securities	—	—	41	—	—	14
<b>Total NDTF Investments</b>	<b>\$ 2,358</b>	<b>\$ 30</b>	<b>\$ 5,202</b>	<b>\$ 2,265</b>	<b>\$ 70</b>	<b>\$ 4,637</b>
<b>Other Investments</b>						
Cash and cash equivalents	\$ —	\$ —	\$ 9	\$ —	\$ —	\$ 16
<b>Total Other Investments</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 9</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 16</b>
<b>Total Investments</b>	<b>\$ 2,358</b>	<b>\$ 30</b>	<b>\$ 5,211</b>	<b>\$ 2,265</b>	<b>\$ 70</b>	<b>\$ 4,653</b>

Realized gains and losses, which were determined on a specific identification basis, from sales of FV-NI and AFS securities for the three and nine months ended September 30, 2025, and 2024, were as follows.

(in millions)	Three Months Ended			Nine Months Ended	
	September 30, 2025	September 30, 2024	September 30, 2025	September 30, 2024	September 30, 2024
<b>FV-NI:</b>					
Realized gains	\$ 358	\$ 23	\$ 419	\$ 93	\$ 93
Realized losses	9	10	49	49	34
<b>AFS:</b>					
Realized gains	5	4	10	10	11
Realized losses	3	3	16	16	21

## DUKE ENERGY FLORIDA

The following table presents the estimated fair value of investments in debt and equity securities; equity investments are classified as FV-NI and debt investments are classified as AFS.

(in millions)	September 30, 2025			December 31, 2024		
	Gross Unrealized Holding Gains	Gross Unrealized Holding Losses	Estimated Fair Value	Gross Unrealized Holding Gains	Gross Unrealized Holding Losses	Estimated Fair Value
<b>NDTF</b>						
Cash and cash equivalents	\$ —	\$ —	\$ 16	\$ —	\$ —	\$ 23
Equity securities	125	—	134	111	—	120
Corporate debt securities	—	—	17	—	—	16
U.S. government bonds	1	4	138	—	8	170
Other debt securities	—	—	1	—	—	2
<b>Total NDTF Investments<sup>(a)</sup></b>	<b>\$ 126</b>	<b>\$ 4</b>	<b>\$ 306</b>	<b>\$ 111</b>	<b>\$ 8</b>	<b>\$ 331</b>
<b>Other Investments</b>						
Cash and cash equivalents	\$ —	\$ —	\$ 1	\$ —	\$ —	\$ 3
Municipal bonds	—	1	24	—	—	24
<b>Total Other Investments</b>	<b>\$ —</b>	<b>\$ 1</b>	<b>\$ 25</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 27</b>
<b>Total Investments</b>	<b>\$ 126</b>	<b>\$ 5</b>	<b>\$ 331</b>	<b>\$ 111</b>	<b>\$ 8</b>	<b>\$ 358</b>

(a) During the nine months ended September 30, 2025, and the year ended December 31, 2024, Duke Energy Florida received reimbursements from the NDTF for costs related to ongoing decommissioning activity of Crystal River Unit 3.

Realized gains and losses, which were determined on a specific identification basis, from sales of FV-NI and AFS securities for the three and nine months ended September 30, 2025, and 2024, were immaterial.

#### DUKE ENERGY INDIANA

The following table presents the estimated fair value of investments in debt and equity securities; equity investments are measured at FV-NI and debt investments are classified as AFS.

(in millions)	September 30, 2025				December 31, 2024		
	Gross Unrealized Holding Gains		Gross Unrealized Holding Losses		Estimated Fair Value	Gross Unrealized Holding Losses	
					Estimated Fair Value		
<b>Investments</b>							
Cash and cash equivalents	\$ —	\$ —	\$ —	\$ 1	\$ —	\$ 1	\$ 1
Equity securities	5	—	—	51	4	89	89
Corporate debt securities	—	—	—	1	—	—	6
Municipal bonds	—	—	1	24	1	—	43
U.S. government bonds	—	—	—	3	—	—	7
<b>Total Investments</b>	<b>\$ 5</b>	<b>\$ 1</b>	<b>\$ 80</b>	<b>\$ 5</b>	<b>\$ 146</b>		

Realized gains and losses, which were determined on a specific identification basis, from sales of FV-NI and AFS securities for the three and nine months ended September 30, 2025, and 2024, were immaterial.

#### DEBT SECURITY MATURITIES

The table below summarizes the maturity date for debt securities.

(in millions)	September 30, 2025					
	Duke Energy	Duke Energy Carolinias	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Indiana
Due in one year or less	\$ 92	\$ 9	\$ 82	\$ 10	\$ 72	\$ 1
Due after one through five years	1,138	571	507	464	43	8
Due after five through 10 years	900	460	394	377	17	6
Due after 10 years	2,284	1,289	882	834	48	13
<b>Total</b>	<b>\$ 4,414</b>	<b>\$ 2,329</b>	<b>\$ 1,865</b>	<b>\$ 1,685</b>	<b>\$ 180</b>	<b>\$ 28</b>

#### 12. FAIR VALUE MEASUREMENTS

Fair value is the exchange price to sell an asset or transfer a liability in an orderly transaction between market participants at the measurement date. The fair value definition focuses on an exit price versus the acquisition cost. Fair value measurements use market data or assumptions market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs may be readily observable, corroborated by market data or generally unobservable. Valuation techniques maximize the use of observable inputs and minimize the use of unobservable inputs. A midmarket pricing convention (the midpoint price between bid and ask prices) is permitted for use as a practical expedient.

Fair value measurements are classified in three levels based on the fair value hierarchy as defined by GAAP. Certain investments are not categorized within the fair value hierarchy. These investments are measured at fair value using the net asset value per share practical expedient. The net asset value is derived based on the investment cost, less any impairment, plus or minus changes resulting from observable price changes for an identical or similar investment of the same issuer.

Fair value accounting guidance permits entities to elect to measure certain financial instruments that are not required to be accounted for at fair value, such as equity method investments or the Company's own debt, at fair value. The Duke Energy Registrants have not elected to record any of these items at fair value.

Valuation methods of the primary fair value measurements disclosed below are as follows.

#### Investments in equity securities

The majority of investments in equity securities are valued using Level 1 measurements. Investments in equity securities are typically valued at the closing price in the principal active market as of the last business day of the quarter. Principal active markets for equity prices include published exchanges such as the New York Stock Exchange and Nasdaq Stock Market. Foreign equity prices are translated from their trading currency using the currency exchange rate in effect at the close of the principal active market. There was no after-hours market activity that was required to be reflected in the reported fair value measurements.

### Investments in debt securities

Most investments in debt securities are valued using Level 2 measurements because the valuations use interest rate curves and credit spreads applied to the terms of the debt instrument (maturity and coupon interest rate) and consider the counterparty credit rating. If the market for a particular fixed-income security is relatively inactive or illiquid, the measurement is Level 3.

### Commodity derivatives

Commodity derivatives with clearinghouses are classified as Level 1. Commodity derivatives with observable forward curves are classified as Level 2. If forward price curves are not observable for the full term of the contract and the unobservable period had more than an insignificant impact on the valuation, the commodity derivative is classified as Level 3. In isolation, increases (decreases) in natural gas forward prices result in favorable (unfavorable) fair value adjustments for natural gas purchase contracts; and increases (decreases) in electricity forward prices result in unfavorable (favorable) fair value adjustments for electricity sales contracts. Duke Energy regularly evaluates and validates pricing inputs used to estimate the fair value of certain commodity contracts by a market participant price verification procedure. This procedure provides a comparison of internal forward commodity curves to market participant generated curves.

### Interest rate derivatives

Most over-the-counter interest rate contract derivatives are valued using financial models that utilize observable inputs for similar instruments and are classified as Level 2. Inputs include forward interest rate curves, notional amounts, interest rates and credit quality of the counterparties.

### Foreign currency derivatives

Most over-the-counter foreign currency derivatives are valued using financial models that utilize observable inputs for similar instruments and are classified as Level 2. Inputs include forward foreign currency rate curves, notional amounts, foreign currency rates and credit quality of the counterparties.

### Other fair value considerations

See Note 12 in Duke Energy's Annual Report on Form 10-K for the year ended December 31, 2024, for a discussion of the valuation of goodwill and intangible assets.

### DUKE ENERGY

The following tables provide recorded balances for assets and liabilities measured at fair value on a recurring basis on the Condensed Consolidated Balance Sheets. Derivative amounts in the tables below for all Duke Energy Registrants exclude cash collateral, which is disclosed in Note 10. See Note 11 for additional information related to investments by major security type for the Duke Energy Registrants.

(in millions)	September 30, 2025				
	Total Fair Value	Level 1	Level 2	Level 3	Not Categorized
NDTF cash and cash equivalents	\$ 172	\$ 172	\$ —	\$ —	\$ —
NDTF equity securities	8,435	8,408	3	—	24
NDTF debt securities	4,170	1,439	2,731	—	—
Other equity securities	134	134	—	—	—
Other debt securities	244	52	192	—	—
Other cash and cash equivalents	76	76	—	—	—
Derivative assets	360	4	344	12	—
Total assets	13,591	10,285	3,270	12	24
Derivative liabilities	(248)	(2)	(246)	—	—
Net assets	\$ 13,343	\$ 10,283	\$ 3,024	\$ 12	\$ 24

(in millions)	December 31, 2024				
	Total Fair Value	Level 1	Level 2	Level 3	Not Categorized
NDTF cash and cash equivalents	\$ 139	\$ 139	\$ —	\$ —	\$ —
NDTF equity securities	8,233	8,203	2	—	28
NDTF debt securities	3,060	1,022	2,038	—	—
Other equity securities	160	160	—	—	—
Other debt securities	266	52	214	—	—
Other cash and cash equivalents	47	47	—	—	—
Derivative assets	434	2	423	9	—
Total assets	12,339	9,625	2,677	9	28
Derivative liabilities	(319)	(3)	(316)	—	—
Net assets	\$ 12,020	\$ 9,622	\$ 2,361	\$ 9	\$ 28

The following table provides reconciliations of beginning and ending balances of assets and liabilities measured at fair value using Level 3 measurements.

(in millions)	Derivatives (net)			
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Balance at beginning of period	\$ 14	\$ 35	\$ 9	\$ 15
Purchases, sales, issuances and settlements:				
Purchases	—	—	14	29
Settlements	(4)	(13)	(2)	(36)
Total gains (losses) included on the Condensed Consolidated Balance Sheet	2	(5)	(9)	9
Balance at end of period	\$ 12	\$ 17	\$ 12	\$ 17

#### DUKE ENERGY CAROLINAS

The following tables provide recorded balances for assets and liabilities measured at fair value on a recurring basis on the Condensed Consolidated Balance Sheets.

(in millions)	September 30, 2025			
	Total Fair Value	Level 1	Level 2	Not Categorized
NDTF cash and cash equivalents	\$ 84	\$ 84	—	—
NDTF equity securities	4,856	4,829	3	24
NDTF debt securities	2,329	747	1,582	—
Derivative assets	77	—	77	—
Total assets	7,346	5,660	1,662	24
Derivative liabilities	(79)	—	(79)	—
Net assets	\$ 7,267	\$ 5,660	\$ 1,583	\$ 24

(in millions)	December 31, 2024			
	Total Fair Value	Level 1	Level 2	Not Categorized
NDTF cash and cash equivalents	\$ 62	\$ 62	—	—
NDTF equity securities	4,751	4,721	2	28
NDTF debt securities	1,651	520	1,131	—
Derivative assets	94	—	94	—
Total assets	6,558	5,303	1,227	28
Derivative liabilities	(88)	—	(88)	—
Net assets	\$ 6,470	\$ 5,303	\$ 1,139	\$ 28

#### PROGRESS ENERGY

The following table provides recorded balances for assets and liabilities measured at fair value on a recurring basis on the Condensed Consolidated Balance Sheets.

(in millions)	September 30, 2025			December 31, 2024		
	Total Fair Value	Level 1	Level 2	Total Fair Value	Level 1	Level 2
NDTF cash and cash equivalents	\$ 88	\$ 88	—	\$ 77	\$ 77	—
NDTF equity securities	3,579	3,579	—	3,482	3,482	—
NDTF debt securities	1,841	692	1,149	1,409	502	907
Other debt securities	24	—	24	24	—	24
Other cash and cash equivalents	14	14	—	23	23	—
Derivative assets	72	—	72	127	—	127
Total assets	5,618	4,373	1,245	5,142	4,084	1,058
Derivative liabilities	(54)	—	(54)	(58)	—	(58)
Net assets	\$ 5,564	\$ 4,373	\$ 1,191	\$ 5,084	\$ 4,084	\$ 1,000

## DUKE ENERGY PROGRESS

The following table provides recorded balances for assets and liabilities measured at fair value on a recurring basis on the Condensed Consolidated Balance Sheets.

(in millions)	September 30, 2025			December 31, 2024		
	Total Fair Value	Level 1	Level 2	Total Fair Value	Level 1	Level 2
NDTF cash and cash equivalents	\$ 72	\$ 72	—	\$ 54	\$ 54	—
NDTF equity securities	3,445	3,445	—	3,362	3,362	—
NDTF debt securities	1,685	577	1,108	1,221	365	856
Other cash and cash equivalents	9	9	—	16	16	—
Derivative assets	62	—	62	109	—	109
Total assets	5,273	4,103	1,170	4,762	3,797	965
Derivative liabilities	(36)	—	(36)	(57)	—	(57)
Net assets	\$ 5,237	\$ 4,103	\$ 1,134	\$ 4,705	\$ 3,797	\$ 908

## DUKE ENERGY FLORIDA

The following table provides recorded balances for assets and liabilities measured at fair value on a recurring basis on the Condensed Consolidated Balance Sheets.

(in millions)	September 30, 2025			December 31, 2024		
	Total Fair Value	Level 1	Level 2	Total Fair Value	Level 1	Level 2
NDTF cash and cash equivalents	\$ 16	\$ 16	—	\$ 23	\$ 23	—
NDTF equity securities	134	134	—	120	120	—
NDTF debt securities	156	115	41	188	137	51
Other debt securities	24	—	24	24	—	24
Other cash and cash equivalents	1	1	—	3	3	—
Derivative assets	10	—	10	18	—	18
Total assets	341	266	75	376	283	93
Derivative liabilities	(18)	—	(18)	(1)	—	(1)
Net assets	\$ 323	\$ 266	\$ 57	\$ 375	\$ 283	\$ 92

## DUKE ENERGY OHIO

The recorded balances for assets and liabilities measured at fair value on a recurring basis on the Condensed Consolidated Balance Sheets were not material at September 30, 2025, and December 31, 2024.

## DUKE ENERGY INDIANA

The following table provides recorded balances for assets and liabilities measured at fair value on a recurring basis on the Condensed Consolidated Balance Sheets.

(in millions)	September 30, 2025				December 31, 2024			
	Total Fair Value	Level 1	Level 2	Level 3	Total Fair Value	Level 1	Level 2	Level 3
Other equity securities	\$ 51	\$ 51	—	\$ 89	\$ 89	—	—	—
Other debt securities	28	—	28	—	56	—	56	—
Other cash and cash equivalents	1	1	—	—	1	1	—	—
Derivative assets	14	3	—	11	44	—	36	8
Total assets	94	55	28	11	190	90	92	8
Derivative liabilities	(7)	(2)	(5)	—	(3)	(3)	—	—
Net assets	\$ 87	\$ 53	\$ 23	\$ 11	\$ 187	\$ 87	\$ 92	\$ 8

The following table provides a reconciliation of beginning and ending balances of assets and liabilities measured at fair value using Level 3 measurements.

(in millions)	Derivatives (net)				
	Three Months Ended September 30,		Nine Months Ended September 30,		
	2025	2024	2025	2024	
Balance at beginning of period	\$ 13	\$ 33	\$ 8	\$ 13	
Purchases, sales, issuances and settlements:					
Purchases	—	—	12	27	
Settlements	(3)	(13)	—	(33)	
Total gains (losses) included on the Condensed Consolidated Balance Sheet	1	(5)	(9)	8	
Balance at end of period	\$ 11	\$ 15	\$ 11	\$ 15	

#### PIEDMONT

The following table provides recorded balances for assets and liabilities measured at fair value on a recurring basis on the Condensed Consolidated Balance Sheets.

(in millions)	September 30, 2025			December 31, 2024		
	Total Fair Value	Level 1	Level 2	Total Fair Value	Level 1	Level 2
Derivative assets	\$ 1	\$ 1	—	\$ 1	\$ 1	—
Derivative liabilities	(78)	—	(78)	(94)	—	(94)
Net (liabilities) assets	\$ (77)	\$ 1	(78)	\$ (93)	\$ 1	(94)

#### QUANTITATIVE INFORMATION ABOUT UNOBSERVABLE INPUTS

The following tables include quantitative information about the Duke Energy Registrants' derivatives classified as Level 3.

Investment Type	September 30, 2025					Weighted Average Range
	Fair Value (in millions)	Valuation Technique	Unobservable Input	Range	Range	
Duke Energy Ohio						
FTRs	\$ 1	RTO auction pricing	FTR price – per MWh	\$ — - \$ 1.14	\$ 0.22	
Duke Energy Indiana						
FTRs	11	RTO auction pricing	FTR price – per MWh	(2.13) - 12.29	1.01	
Duke Energy						
Total Level 3 derivatives	\$ 12					

Investment Type	December 31, 2024					Weighted Average Range
	Fair Value (in millions)	Valuation Technique	Unobservable Input	Range	Range	
Duke Energy Ohio						
FTRs	\$ 1	RTO auction pricing	FTR price – per MWh	\$ — - \$ 1.13	\$ 0.48	
Duke Energy Indiana						
FTRs	8	RTO auction pricing	FTR price – per MWh	(0.63) - 9.24	0.94	
Duke Energy						
Total Level 3 derivatives	\$ 9					

**OTHER FAIR VALUE DISCLOSURES**

The fair value and book value of long-term debt, including current maturities, is summarized in the following table. Estimates determined are not necessarily indicative of amounts that could have been settled in current markets. Fair value of long-term debt uses Level 2 measurements.

(in millions)	September 30, 2025		December 31, 2024	
	Book Value	Fair Value	Book Value	Fair Value
Duke Energy <sup>(a)</sup>	\$ 85,753	\$ 78,926	\$ 80,689	\$ 73,440
Duke Energy Carolinas	18,221	16,747	17,490	15,975
Progress Energy	26,084	24,179	24,496	22,548
Duke Energy Progress	13,897	12,449	12,504	11,009
Duke Energy Florida	10,542	9,943	10,348	9,752
Duke Energy Ohio	4,514	4,251	4,165	3,871
Duke Energy Indiana	5,096	4,643	4,798	4,329
Piedmont	4,305	4,030	4,003	3,584

(a) Book value of long-term debt includes \$941 million and \$1 billion at September 30, 2025, and December 31, 2024, respectively, of net unamortized debt discount and premium of purchase accounting adjustments related to the mergers with Progress Energy and Piedmont that are excluded from fair value of long-term debt.

At both September 30, 2025, and December 31, 2024, fair value of cash and cash equivalents, accounts and notes receivable, accounts payable, notes payable and commercial paper and nonrecourse notes payable of VIEs are not materially different from their carrying amounts because of the short-term nature of these instruments and/or because the stated rates approximate market rates.

**13. VARIABLE INTEREST ENTITIES****CONSOLIDATED VIEs**

The obligations of the consolidated VIEs discussed in the following paragraphs are nonrecourse to the Duke Energy Registrants. The registrants have no requirement to provide liquidity to purchase assets of or guarantee performance of these VIEs unless noted in the following paragraphs.

No financial support was provided to any of the consolidated VIEs during the nine months ended September 30, 2025, and the year ended December 31, 2024, or is expected to be provided in the future that was not previously contractually required.

**Receivables Financing – DERF/DEPR/DEFR**

DERF, DEPR and DEFR were bankruptcy remote, special purpose subsidiaries of Duke Energy Carolinas, Duke Energy Progress and Duke Energy Florida, respectively. DERF, DEPR and DEFR were wholly owned LLCs with separate legal existence from their parent companies, and their assets were not generally available to creditors of their parent companies. On a revolving basis, DERF, DEPR and DEFR bought certain accounts receivable arising from the sale of electricity and related services from their parent companies.

DERF, DEPR and DEFR borrowed amounts under credit facilities to buy these receivables. Borrowing availability from the credit facilities was limited to the amount of qualified receivables purchased, which generally excluded receivables past due more than a predetermined number of days and reserves for expected past-due balances. The sole source of funds to satisfy the related debt obligations were cash collections from the receivables. Amounts borrowed under the DERF and DEPR credit facilities were reflected on the Condensed Consolidated Balance Sheets as Current maturities of long-term debt as of December 31, 2024.

The most significant activity that impacted the economic performance of DERF, DEPR and DEFR were the decisions made to manage delinquent receivables. Duke Energy Carolinas, Duke Energy Progress and Duke Energy Florida were considered the primary beneficiaries and consolidated DERF, DEPR and DEFR, respectively, as they made those decisions.

In April 2024, Duke Energy Florida repaid all outstanding DEFR borrowings totaling \$325 million and terminated the related DEFR credit facility. Additionally, Duke Energy Florida's related restricted receivables outstanding at DEFR at the time of termination totaled \$459 million and were transferred back to Duke Energy Florida to be collected and reported as Receivables on the Condensed Consolidated Balance Sheets.

In January 2025, Duke Energy Carolinas repaid all outstanding DERF borrowings totaling \$500 million and terminated the related DERF credit facility. Additionally, Duke Energy Carolinas' related restricted receivables outstanding at DERF at the time of termination totaled \$1,081 million and were transferred back to Duke Energy Carolinas to be collected and reported as Receivables on the Condensed Consolidated Balance Sheets.

In March 2025, Duke Energy Progress repaid all outstanding DEPR borrowings totaling \$400 million and terminated the related DEPR credit facility. Additionally, Duke Energy Progress' related restricted receivables outstanding at DEPR at the time of termination totaled \$943 million and were transferred back to Duke Energy Progress to be collected and reported as Receivables on the Condensed Consolidated Balance Sheets.

**Receivables Financing – CRC**

In March 2024, Duke Energy repaid all outstanding CRC borrowings totaling \$350 million and terminated the related CRC credit facility. Additionally, Duke Energy's related restricted receivables outstanding at CRC at the time of termination totaled \$682 million, consisting of \$316 million and \$366 million of restricted receivables that were transferred back to Duke Energy Indiana and Duke Energy Ohio, respectively, to be collected and reported as Receivables on the Condensed Consolidated Balance Sheets.

**Receivables Financing – Credit Facilities**

The following table summarizes the amounts and expiration dates of the credit facilities and associated restricted receivables described above.

(in millions)	Duke Energy Carolina		Duke Energy Progress	
	DERF	DEPR	DERF	DEPR
Expiration date			(a)	(b)
Credit facility amount			(a)	(b)
Amounts borrowed at September 30, 2025		—	—	—
Amounts borrowed at December 31, 2024	500		400	
Restricted Receivables at September 30, 2025	—		—	
Restricted Receivables at December 31, 2024	1,054		835	

(a) In January 2025, Duke Energy Carolinas repaid all outstanding DERF borrowings totaling \$500 million and terminated the related DERF credit facility.

(b) In March 2025, Duke Energy Progress repaid all outstanding DEPR borrowings totaling \$400 million and terminated the related DEPR credit facility.

**Nuclear Asset-Recovery Bonds**

Duke Energy Florida Project Finance, LLC (DEFPF) is a bankruptcy remote, wholly owned special purpose subsidiary of Duke Energy Florida. DEFPF was formed in 2016 for the sole purpose of issuing nuclear asset-recovery bonds to finance Duke Energy Florida's unrecovered regulatory asset related to Crystal River Unit 3.

In 2016, DEFPF issued senior secured bonds and used the proceeds to acquire nuclear asset-recovery property from Duke Energy Florida. The nuclear asset-recovery property acquired includes the right to impose, bill, collect and adjust a non-bypassable nuclear asset-recovery charge from all Duke Energy Florida retail customers until the bonds are paid in full and all financing costs have been recovered. The nuclear asset-recovery bonds are secured by the nuclear asset-recovery property and cash collections from the nuclear asset-recovery charges are the sole source of funds to satisfy the debt obligation. The bondholders have no recourse to Duke Energy Florida.

DEFPF is considered a VIE primarily because the equity capitalization is insufficient to support its operations. Duke Energy Florida has the power to direct the significant activities of the VIE as described above and therefore Duke Energy Florida is considered the primary beneficiary and consolidates DEFPF.

The following table summarizes the impact of DEFPF on Duke Energy Florida's Condensed Consolidated Balance Sheets.

(in millions)	September 30, 2025	December 31, 2024
Regulatory Assets: Current	62	61
Current Assets: Other	12	35
Other Noncurrent Assets: Regulatory assets	696	741
Other Noncurrent Assets: Other	7	—
Current Liabilities: Other	2	8
Current maturities of long-term debt	61	59
Long-Term Debt	712	773

**Storm Recovery Bonds**

Duke Energy Carolinas NC Storm Funding, LLC (DECNCSF), Duke Energy Carolinas NC Storm Funding II, LLC (DECNCSFII), Duke Energy Progress NC Storm Funding, LLC (DEPNCSF), Duke Energy Progress NC Storm Funding II, LLC (DEPNCSFII) and Duke Energy Progress SC Storm Funding, LLC (DEPSCSF) are bankruptcy remote, wholly owned special purpose subsidiaries of Duke Energy Carolinas and Duke Energy Progress. DECNCSF and DEPNCSF were formed in 2021, DEPSCSF was formed in 2024, and DECNCSFII and DEPNCSFII were formed in 2025, all for the sole purpose of issuing storm recovery bonds to finance certain of Duke Energy Carolinas' and Duke Energy Progress' unrecovered regulatory assets related to storm costs incurred in North Carolina and South Carolina.

In 2021, DECNCSF and DEPNCSF issued senior secured bonds, and used the proceeds to acquire storm recovery property from Duke Energy Carolinas and Duke Energy Progress. The storm recovery property was created by state legislation and NCUC financing orders for the purpose of financing storm costs incurred in 2018 and 2019. In April 2024, DEPSCSF issued \$177 million of senior secured bonds and used the proceeds to acquire storm recovery property from Duke Energy Progress. The storm recovery property was created by state legislation and a PSCSC financing order for the purpose of financing storm costs incurred from 2014 through 2022. In September 2025, DECNCSFII issued \$582 million of senior secured bonds and used the proceeds to repay Duke Energy Carolinas' term loan facility. Also in September 2025, DEPNCSFII issued \$461 million of senior secured bonds and used the proceeds to repay Duke Energy Progress' term loan facility. See Note 6 for more information.

The storm recovery property acquired includes the right to impose, bill, collect and adjust a non-bypassable charge from all Duke Energy Carolinas' and Duke Energy Progress' North Carolina and South Carolina retail customers until the bonds are paid in full and all financing costs have been recovered. The storm recovery bonds are secured by the storm recovery property and cash collections from the storm recovery charges are the sole source of funds to satisfy the debt obligation. The bondholders have no recourse to Duke Energy Carolinas or Duke Energy Progress. These entities are considered VIEs primarily because their equity capitalization is insufficient to support their operations. Duke Energy Carolinas and Duke Energy Progress have the power to direct the significant activities of the VIEs as described above and therefore Duke Energy Carolinas and Duke Energy Progress are considered the primary beneficiaries. Duke Energy Carolinas consolidates DECNCSF and DECNCSFII and Duke Energy Progress consolidates DEPNCSF, DEPNCSFII and DEPSCSF.

The following table summarizes the impact of these VIEs on Duke Energy Carolinas' and Duke Energy Progress' Consolidated Balance Sheets.

(in millions)	September 30, 2025				
	Duke Energy Carolinas		Duke Energy Progress		
	DECNCSF	DECNCSFII	DEPNCSF	DEPNCSFII	DEPSCSF
Regulatory Assets: Current	\$ 12	\$ 29	\$ 39	\$ 23	\$ 8
Current Assets: Other	5	—	18	—	2
Other Noncurrent Assets: Regulatory assets	181	548	590	433	153
Other Noncurrent Assets: Other	1	3	4	2	1
Current Maturities of Long-Term Debt	11	2	35	1	5
Long-Term Debt	188	577	611	457	158

  

(in millions)	December 31, 2024				
	Duke Energy Carolinas		Duke Energy Progress		
	DECNCSF	DEPNCSF	DEPSCSF	DEPNCSF	DEPSCSF
Regulatory Assets: Current	\$ 12	\$ 39	\$ 8	\$ 39	\$ 8
Current Assets: Other	9	27	13	27	13
Other Noncurrent Assets: Regulatory assets	189	620	155	620	155
Other Noncurrent Assets: Other	1	4	1	4	1
Current Liabilities: Other	2	10	7	10	7
Current Maturities of Long-Term Debt	10	34	9	34	9
Long-Term Debt	198	646	163	646	163

#### Procurement Company – Duke Energy Florida

Duke Energy Florida Purchasing Company, LLC (DEF ProCo) is a wholly owned special purpose subsidiary of Duke Energy Florida. DEF ProCo was formed in 2023 as the primary procurement agent for equipment, materials and supplies for Duke Energy Florida. DEF ProCo interacts with third-party suppliers on Duke Energy Florida's behalf with credit and risk support provided by Duke Energy Florida. DEF ProCo is a qualified reseller under Florida tax law and conveys acquired assets to Duke Energy Florida through leases on each acquired asset.

This entity is considered a VIE primarily because the equity capitalization is insufficient to support their operations. Duke Energy Florida has the power to direct the significant activities of this VIE as described above and therefore Duke Energy Florida is considered the primary beneficiary and consolidates the procurement company.

The following table summarizes the impact of this VIE on Duke Energy Florida's Consolidated Balance Sheets.

(in millions)	September 30, 2025		December 31, 2024	
	\$	\$	\$	\$
Inventory	\$ 550	\$ 494	\$ 550	\$ 494
Accounts Payable	266	208	266	208

#### NON-CONSOLIDATED VIEs

##### Natural Gas Investments

Duke Energy has investments in various joint ventures including pipeline and renewable natural gas projects. These entities are considered VIEs due to having insufficient equity to finance their own activities without subordinated financial support. Duke Energy does not have the power to direct the activities that most significantly impact the economic performance, the obligation to absorb losses or the right to receive benefits of these VIEs and therefore does not consolidate these entities.

Non-consolidated VIEs are immaterial on the Condensed Consolidated Balance Sheets and the Duke Energy Registrants are not aware of any situations where the maximum exposure to loss significantly exceeds the carrying values.

**CRC**

The following table shows sales and cash flows related to receivables sold and reflects CRC activity prior to its termination in March 2024.

(in millions)	Duke Energy Ohio		Duke Energy Indiana	
	Nine Months Ended September 30, 2024			
<b>Sales</b>				
Receivables sold	\$ 474	\$ 473	\$ 473	\$ 473
Loss recognized on sale	7	6	6	6
<b>Cash flows</b>				
Cash proceeds from receivables sold	\$ 478	\$ 478	\$ 478	\$ 478
Return received on retained interests	4	4	4	4

Cash flows from sales of receivables are reflected within Cash Flows from Operating Activities and Cash Flows from Investing Activities on Duke Energy Ohio's and Duke Energy Indiana's Condensed Consolidated Statements of Cash Flows.

**14. REVENUE**

Duke Energy earns substantially all of its revenues through its reportable segments, EU&I and GU&I.

**Electric Utilities and Infrastructure**

EU&I earns the majority of its revenues through retail and wholesale electric service through the generation, transmission, distribution and sale of electricity. Duke Energy generally provides retail and wholesale electric service customers with their full electric load requirements or with supplemental load requirements when the customer has other sources of electricity.

The majority of wholesale revenues are full requirements contracts where the customers purchase the substantial majority of their energy needs and do not have a fixed quantity of contractually required energy or capacity. As such, related forecasted revenues are considered optional purchases. Supplemental requirements contracts that include contracted blocks of energy and capacity at contractually fixed prices have the following estimated remaining performance obligations as of September 30, 2025:

(in millions)	Remaining Performance Obligations						
	2025	2026	2027	2028	2029	Thereafter	Total
Duke Energy Carolinas	\$ 3	\$ 12	\$ 12	\$ 12	\$ —	\$ —	\$ 39
Progress Energy	8	43	13	13	13	42	132
Duke Energy Progress	1	6	6	6	6	20	45
Duke Energy Florida	7	37	7	7	7	22	87
Duke Energy Indiana	4	17	15	6	—	—	42

Revenues for block sales are recognized monthly as energy is delivered and stand-ready service is provided, consistent with invoiced amounts and unbilled estimates.

**Gas Utilities and Infrastructure**

GU&I earns its revenue through retail and wholesale natural gas service through the transportation, distribution and sale of natural gas. Duke Energy generally provides retail and wholesale natural gas service customers with all natural gas load requirements. Additionally, while natural gas can be stored, substantially all natural gas provided by Duke Energy is consumed by customers simultaneously with receipt of delivery.

Fixed-capacity payments under long-term contracts for the GU&I segment include minimum margin contracts and supply arrangements with municipalities and power generation facilities. Revenues for related sales are recognized monthly as natural gas is delivered and stand-ready service is provided, consistent with invoiced amounts and unbilled estimates. Estimated remaining performance obligations as of September 30, 2025, are as follows:

(in millions)	Remaining Performance Obligations						
	2025	2026	2027	2028	2029	Thereafter	Total
Piedmont	\$ 16	\$ 51	\$ 49	\$ 46	\$ 44	\$ 151	\$ 357

**Other**

The remainder of Duke Energy's operations is presented as Other, which does not include material revenues from contracts with customers.

**Disaggregated Revenues**

Disaggregated revenues are presented as follows:

(in millions) By market or type of customer	Three Months Ended September 30, 2025							
	Duke Energy	Duke Energy Carolinias	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<i>Electric Utilities and Infrastructure</i>								
Residential	\$ 3,953	\$ 1,134	\$ 2,098	\$ 781	\$ 1,318	\$ 330	\$ 394	—
Commercial	2,339	793	1,087	475	614	166	297	—
Industrial	933	402	276	195	83	37	219	—
Wholesale	632	172	377	346	32	26	55	—
Other revenues	191	65	181	96	80	6	19	—
Total Electric Utilities and Infrastructure revenue from contracts with customers	\$ 8,048	\$ 2,566	\$ 4,019	\$ 1,893	\$ 2,127	\$ 565	\$ 984	—
<i>Gas Utilities and Infrastructure</i>								
Residential	\$ 143	\$ —	\$ —	\$ —	\$ —	\$ 80	\$ —	63
Commercial	84	—	—	—	—	27	—	57
Industrial	39	—	—	—	—	8	—	31
Power Generation	—	—	—	—	—	—	—	8
Other revenues	57	—	—	—	—	2	—	72
Total Gas Utilities and Infrastructure revenue from contracts with customers	\$ 323	\$ —	\$ —	\$ —	\$ —	\$ 117	\$ —	231
<i>Other</i>								
Revenue from contracts with customers	\$ 6	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—
Total revenue from contracts with customers	\$ 8,377	\$ 2,566	\$ 4,019	\$ 1,893	\$ 2,127	\$ 682	\$ 984	231
Other revenue sources <sup>(a)</sup>	\$ 165	\$ 66	\$ 55	\$ 20	\$ 30	\$ (3)	\$ 8	40
<b>Total revenues</b>	<b>\$ 8,542</b>	<b>\$ 2,632</b>	<b>\$ 4,074</b>	<b>\$ 1,913</b>	<b>\$ 2,157</b>	<b>\$ 679</b>	<b>\$ 992</b>	<b>271</b>

(in millions) By market or type of customer	Three Months Ended September 30, 2024							
	Duke Energy	Duke Energy Carolinias	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<i>Electric Utilities and Infrastructure</i>								
Residential	\$ 3,738	\$ 1,173	\$ 1,973	\$ 811	\$ 1,162	\$ 275	\$ 316	\$ —
Commercial	2,287	859	1,035	485	550	152	243	—
Industrial	924	416	275	196	79	39	193	—
Wholesale	620	158	394	350	44	15	53	—
Other revenues	237	71	166	88	78	24	23	—
Total Electric Utilities and Infrastructure revenue from contracts with customers	\$ 7,806	\$ 2,677	\$ 3,843	\$ 1,930	\$ 1,913	\$ 505	\$ 828	\$ —
<i>Gas Utilities and Infrastructure</i>								
Residential	\$ 157	\$ —	\$ —	\$ —	\$ —	\$ 74	\$ —	\$ 83
Commercial	91	—	—	—	—	23	—	68
Industrial	36	—	—	—	—	6	—	30
Power Generation	—	—	—	—	—	—	—	8
Other revenues	25	—	—	—	—	5	—	20
Total Gas Utilities and Infrastructure revenue from contracts with customers	\$ 309	\$ —	\$ —	\$ —	\$ —	\$ 108	\$ —	\$ 209
<i>Other</i>								
Revenue from contracts with customers	\$ 12	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Total revenue from contracts with customers	\$ 8,127	\$ 2,677	\$ 3,843	\$ 1,930	\$ 1,913	\$ 613	\$ 828	\$ 209
Other revenue sources <sup>(a)</sup>	\$ 27	\$ 30	\$ 17	\$ (16)	\$ 27	\$ (8)	\$ 8	\$ 10
<b>Total revenues</b>	<b>\$ 8,154</b>	<b>\$ 2,707</b>	<b>\$ 3,860</b>	<b>\$ 1,914</b>	<b>\$ 1,940</b>	<b>\$ 605</b>	<b>\$ 836</b>	<b>\$ 219</b>

(in millions) By market or type of customer	Nine Months Ended September 30, 2025							
	Duke Energy	Duke Energy Carolinias	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<i>Electric Utilities and Infrastructure</i>								
Residential	\$ 10,598	\$ 3,180	\$ 5,465	\$ 2,264	\$ 3,201	\$ 865	\$ 1,089	\$ —
Commercial	6,313	2,187	2,898	1,316	1,582	455	775	—
Industrial	2,606	1,091	807	567	239	106	602	—
Wholesale	1,825	453	1,148	1,044	104	67	156	—
Other revenues	689	341	641	370	273	42	27	—
Total Electric Utilities and Infrastructure revenue from contracts with customers	\$ 22,031	\$ 7,252	\$ 10,959	\$ 5,561	\$ 5,399	\$ 1,535	\$ 2,649	\$ —
<i>Gas Utilities and Infrastructure</i>								
Residential	\$ 1,038	\$ —	\$ —	\$ —	\$ —	\$ 366	\$ —	\$ 672
Commercial	542	—	—	—	—	134	—	408
Industrial	135	—	—	—	—	33	—	102
Power Generation	—	—	—	—	—	—	—	25
Other revenues	201	—	—	—	—	16	—	202
Total Gas Utilities and Infrastructure revenue from contracts with customers	\$ 1,916	\$ —	\$ —	\$ —	\$ —	\$ 549	\$ —	\$ 1,409
<i>Other</i>								
Revenue from contracts with customers	\$ 21	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Total Revenue from contracts with customers	\$ 23,968	\$ 7,252	\$ 10,959	\$ 5,561	\$ 5,399	\$ 2,084	\$ 2,649	\$ 1,409
Other revenue sources <sup>(a)</sup>	\$ 331	\$ 135	\$ 151	\$ 51	\$ 87	\$ 15	\$ 22	\$ 54
Total operating revenues	\$ 24,299	\$ 7,387	\$ 11,110	\$ 5,612	\$ 5,486	\$ 2,099	\$ 2,671	\$ 1,463

(in millions) By market or type of customer	Nine Months Ended September 30, 2024							
	Duke Energy	Duke Energy Carolinias	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<i>Electric Utilities and Infrastructure</i>								
Residential	\$ 9,945	\$ 3,190	\$ 5,115	\$ 2,214	\$ 2,901	\$ 768	\$ 872	\$ —
Commercial	6,234	2,331	2,834	1,334	1,500	448	624	\$ —
Industrial	2,615	1,130	808	556	252	110	566	\$ —
Wholesale	1,698	423	1,086	974	112	39	150	\$ —
Other revenues	783	269	502	257	245	64	96	\$ —
Total Electric Utilities and Infrastructure revenue from contracts with customers	\$ 21,275	\$ 7,343	\$ 10,345	\$ 5,335	\$ 5,010	\$ 1,429	\$ 2,308	\$ —
<i>Gas Utilities and Infrastructure</i>								
Residential	\$ 859	\$ —	\$ —	\$ —	\$ —	\$ 307	\$ —	\$ 552
Commercial	434	—	—	—	—	111	—	323
Industrial	115	—	—	—	—	23	—	92
Power Generation	—	—	—	—	—	—	—	24
Other revenues	97	—	—	—	—	19	—	78
Total Gas Utilities and Infrastructure revenue from contracts with customers	\$ 1,505	\$ —	\$ —	\$ —	\$ —	\$ 460	\$ —	\$ 1,069
<i>Other</i>								
Revenue from contracts with customers	\$ 30	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Total Revenue from contracts with customers	\$ 22,810	\$ 7,343	\$ 10,345	\$ 5,335	\$ 5,010	\$ 1,889	\$ 2,308	\$ 1,069
Other revenue sources <sup>(a)</sup>	\$ 187	\$ 68	\$ 100	\$ 3	\$ 82	\$ 2	\$ 34	\$ 70
Total operating revenues	\$ 22,997	\$ 7,411	\$ 10,445	\$ 5,338	\$ 5,092	\$ 1,891	\$ 2,342	\$ 1,139

(a) Other revenue sources include revenues from leases, derivatives and alternative revenue programs that are not considered revenues from contracts with customers. Alternative revenue programs in certain jurisdictions include regulatory mechanisms that periodically adjust for over or under collection of related revenues.

The following table presents the reserve for credit losses for trade and other receivables.

	Three Months Ended September 30, 2024 and 2025							
	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<b>(in millions)</b>								
<b>Balance at June 30, 2024</b>	\$ 204	\$ 65	\$ 73	\$ 47	\$ 26	\$ 42	\$ 16	\$ 8
Write-Offs	(29)	(13)	(16)	(10)	(6)	—	—	—
Credit Loss Expense	34	15	18	7	11	—	—	1
Other Adjustments	5	3	4	4	—	(1)	—	—
<b>Balance at September 30, 2024</b>	<b>\$ 214</b>	<b>\$ 70</b>	<b>\$ 79</b>	<b>\$ 48</b>	<b>\$ 31</b>	<b>\$ 41</b>	<b>\$ 16</b>	<b>\$ 9</b>
<b>Balance at June 30, 2025</b>	<b>\$ 195</b>	<b>\$ 57</b>	<b>\$ 70</b>	<b>\$ 42</b>	<b>\$ 28</b>	<b>\$ 41</b>	<b>\$ 17</b>	<b>\$ 8</b>
Write-Offs	(34)	(13)	(15)	(10)	(5)	(2)	(4)	—
Credit Loss Expense	25	8	10	5	5	3	4	—
Other Adjustments	13	4	2	2	—	9	—	—
<b>Balance at September 30, 2025</b>	<b>\$ 199</b>	<b>\$ 56</b>	<b>\$ 67</b>	<b>\$ 39</b>	<b>\$ 28</b>	<b>\$ 51</b>	<b>\$ 17</b>	<b>\$ 8</b>
Nine Months Ended September 30, 2024 and 2025								
<b>(in millions)</b>	<b>Duke Energy</b>	<b>Duke Energy Carolinas</b>	<b>Progress Energy</b>	<b>Duke Energy Progress</b>	<b>Duke Energy Florida</b>	<b>Duke Energy Ohio</b>	<b>Duke Energy Indiana</b>	<b>Piedmont</b>
<b>Balance at December 31, 2023</b>	<b>\$ 202</b>	<b>\$ 56</b>	<b>\$ 74</b>	<b>\$ 44</b>	<b>\$ 31</b>	<b>\$ 9</b>	<b>\$ 5</b>	<b>\$ 8</b>
Write-Offs	(97)	(41)	(49)	(29)	(20)	—	—	(4)
Credit Loss Expense	79	32	38	17	21	2	2	5
Other Adjustments	30	23	16	16	(1)	30	9	—
<b>Balance at September 30, 2024</b>	<b>\$ 214</b>	<b>\$ 70</b>	<b>\$ 79</b>	<b>\$ 48</b>	<b>\$ 31</b>	<b>\$ 41</b>	<b>\$ 16</b>	<b>\$ 9</b>
<b>Balance at December 31, 2024</b>	<b>\$ 207</b>	<b>\$ 69</b>	<b>\$ 73</b>	<b>\$ 44</b>	<b>\$ 29</b>	<b>\$ 43</b>	<b>\$ 15</b>	<b>\$ 7</b>
Write-Offs	(115)	(39)	(44)	(28)	(16)	(10)	(8)	(14)
Credit Loss Expense	73	18	28	13	15	4	10	13
Other Adjustments	34	8	10	10	—	14	—	2
<b>Balance at September 30, 2025</b>	<b>\$ 199</b>	<b>\$ 56</b>	<b>\$ 67</b>	<b>\$ 39</b>	<b>\$ 28</b>	<b>\$ 51</b>	<b>\$ 17</b>	<b>\$ 8</b>

Trade and other receivables are evaluated based on an estimate of the risk of loss over the life of the receivable and current and historical conditions using supportable assumptions. Management evaluates the risk of loss for trade and other receivables by comparing the historical write-off amounts to total revenue over a specified period. Historical loss rates are adjusted due to the impact of current conditions, as well as forecasted conditions over a reasonable time period. The calculated write-off rate can be applied to the receivable balance for which an established reserve does not already exist. Management reviews the assumptions and risk of loss periodically for trade and other receivables.

## 15. STOCKHOLDERS' EQUITY

Basic EPS is computed by dividing net income available to Duke Energy common stockholders, as adjusted for distributed and undistributed earnings allocated to participating securities and accumulated preferred dividends, by the weighted average number of common shares outstanding during the period. Diluted EPS is computed by dividing net income available to Duke Energy common stockholders, as adjusted for distributed and undistributed earnings allocated to participating securities and accumulated preferred dividends, by the diluted weighted average number of common shares outstanding during the period. Diluted EPS reflects the potential dilution that could occur if securities or other agreements to issue common stock, such as equity forward sale agreements or convertible debt, were exercised or settled. Duke Energy applies the if-converted method for calculating any potential dilutive effect of the conversion of the outstanding convertible notes on diluted EPS, if applicable. Duke Energy's participating securities are restricted stock units that are entitled to dividends declared on Duke Energy common stock during the restricted stock unit's vesting periods. Dividends declared on preferred stock are recorded on the Condensed Consolidated Statements of Operations as a reduction of net income to arrive at net income available to Duke Energy common stockholders. Dividends accumulated on preferred stock are an adjustment to net income used in the calculation of basic and diluted EPS.

The following table presents Duke Energy's basic and diluted EPS calculations, the weighted average number of common shares outstanding and common and preferred share dividends declared.

(in millions, except per share amounts)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Net Income available to Duke Energy common stockholders	\$ 1,407	\$ 1,226	\$ 3,743	\$ 3,211
Less: Income (Loss) from discontinued operations attributable to Duke Energy common stockholders	—	22	(1)	9
Accumulated preferred stock dividends adjustment	—	14	—	14
Less: Impact of participating securities	2	2	5	4
Income from continuing operations available to Duke Energy common stockholders	\$ 1,405	\$ 1,216	\$ 3,739	\$ 3,212
Income (Loss) from discontinued operations, net of tax	\$ —	\$ 25	\$ (1)	\$ 12
Add: Loss attributable to NCI	—	(3)	—	(3)
Income (Loss) from discontinued operations attributable to Duke Energy common stockholders	\$ —	\$ 22	\$ (1)	\$ 9
Weighted average common shares outstanding – basic	778	772	777	772
Equity forwards	—	1	—	—
Weighted average common shares outstanding – diluted	778	773	777	772
EPS from continuing operations available to Duke Energy common stockholders				
Basic and diluted <sup>(a)</sup>	\$ 1.81	\$ 1.57	\$ 4.81	\$ 4.16
EPS from discontinued operations attributable to Duke Energy common stockholders				
Basic and diluted <sup>(a)</sup>	\$ —	\$ 0.03	\$ —	\$ 0.01
Potentially dilutive items excluded from the calculation <sup>(b)</sup>	2	2	2	2
Dividends declared per common share	\$ 1.065	\$ 1.045	\$ 3.155	\$ 3.095
Dividends declared on Series A preferred stock per depositary share <sup>(c)</sup>	\$ 0.359	\$ 0.359	\$ 1.078	\$ 1.078
Dividends declared on Series B preferred stock per share <sup>(d)</sup>	\$ —	\$ 24.375	\$ —	\$ 48.750

(a) The convertible notes were excluded from the calculation of diluted EPS for the three months ended September 30, 2024, and the nine months ended September 30, 2025 and 2024, because the effect was antidilutive. For the three months ended September 30, 2025, the convertible notes were included in the calculation of diluted EPS, but the impact was immaterial.

(b) Performance stock awards were not included in the dilutive securities calculation because the performance measures related to the awards had not been met.

(c) 5.75% Series A Cumulative Redeemable Perpetual Preferred Stock dividends are payable quarterly in arrears on the 16th day of March, June, September and December. The preferred stock has a \$25 liquidation preference per depositary share.

(d) 4.875% Series B Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Stock dividends were payable semiannually in arrears on the 16th day of March and September. The preferred stock was redeemed on September 16, 2024.

#### Common Stock

In November 2022, Duke Energy filed a prospectus supplement and executed an Equity Distribution Agreement (EDA) under which it may sell up to \$1.5 billion of its common stock through an at-the-market (ATM) offering program, including an equity forward sales component. Under the terms of the EDA, Duke Energy was entitled to issue and sell shares of common stock through September 2025.

The following table shows ATM equity issuances pursuant to forward contracts executed during February and March 2025.

Tranche	Shares Priced	Initial Forward Price
1	1,710,979 \$	116.02
2	1,262,618 \$	117.94
3	1,264,410 \$	117.79
Total	4,238,007	

The equity forwards require Duke Energy to either physically settle the transactions by issuing shares in exchange for net proceeds at the then-applicable forward sale price specified by the agreements or net settle in whole or in part through the delivery or receipt of cash or shares. The settlement alternatives are at Duke Energy's election. No amounts have or will be recorded in Duke Energy's Condensed Consolidated Financial Statements with respect to the ATM offering until settlement of the equity forwards occurs, which is expected by December 31, 2026. The initial forward sale prices will be subject to adjustment on a daily basis based on a floating interest rate factor and will decrease by other fixed amounts specified in the relevant forward sale agreements. Until settlement of the equity forwards, earnings per share dilution resulting from the agreements, if any, will be determined under the treasury stock method.

**Preferred Stock**

On September 16, 2024, Duke Energy redeemed all 1 million outstanding shares of Series B Preferred Stock for a redemption price of \$1,000 per share or \$1 billion in total. Following the redemption, dividends ceased to accrue on the shares of Series B Preferred Stock, shares of the Series B Preferred Stock were no longer deemed outstanding and all rights of the holders of such shares of Series B Preferred Stock terminated. In conjunction with the redemption, Duke Energy recorded \$16 million in preferred stock redemption costs, calculated as the difference of \$11 million between the carrying value on the redemption date of the Series B Preferred Stock and the total amount of consideration paid to redeem, and including the recognition of an excise tax liability under the IRA of \$5 million. The preferred stock redemption costs were recorded as a reduction to Retained earnings on Duke Energy Corporations' Condensed Consolidated Balance Sheets during the three and nine months ended September 30, 2024.

**16. EMPLOYEE BENEFIT PLANS****DEFINED BENEFIT RETIREMENT PLANS**

Duke Energy and certain subsidiaries maintain, and the Subsidiary Registrants participate in, qualified and non-qualified, non-contributory defined benefit retirement plans. Duke Energy's policy is to fund amounts on an actuarial basis to provide assets sufficient to meet benefit payments to be paid to plan participants.

The following table includes information related to the Duke Energy Registrants' contributions to its qualified defined benefit pension plans. There were no contributions made during the nine months ended September 30, 2025.

(in millions)	Nine Months Ended September 30, 2024							
	Duke Energy	Duke Energy Carolinias	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
<b>Contributions made:</b>								
2024	100	26	23	14	9	5	8	3

**QUALIFIED PENSION PLANS**

The following tables include the components of net periodic pension costs for qualified pension plans.

(in millions)	Three Months Ended September 30, 2025							
	Duke Energy	Duke Energy Carolinias	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
Service cost	\$ 26	\$ 9	\$ 8	\$ 5	\$ 3	\$ 1	\$ 1	\$ 1
Interest cost on projected benefit obligation	83	20	25	11	14	4	6	3
Expected return on plan assets	(149)	(38)	(55)	(24)	(30)	(6)	(10)	(5)
Amortization of actuarial loss	16	3	5	2	2	1	2	1
Amortization of prior service credit	(4)	—	—	—	—	—	—	(2)
Amortization of settlement charges	6	3	1	1	1	—	—	1
Net periodic pension costs	\$ (22)	\$ (3)	\$ (16)	\$ (5)	\$ (10)	\$ —	\$ (1)	\$ (1)

(in millions)	Three Months Ended September 30, 2024							
	Duke Energy	Duke Energy Carolinias	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
Service cost	\$ 28	\$ 9	\$ 8	\$ 5	\$ 3	\$ 1	\$ 1	\$ 1
Interest cost on projected benefit obligation	82	19	26	12	14	5	6	2
Expected return on plan assets	(154)	(41)	(55)	(25)	(29)	(6)	(10)	(5)
Amortization of actuarial loss	9	2	2	1	1	—	1	1
Amortization of prior service credit	(3)	—	—	—	—	—	—	(1)
Amortization of settlement charges	17	5	7	6	—	2	—	2
Net periodic pension costs	\$ (21)	\$ (6)	\$ (12)	\$ (1)	\$ (11)	\$ 2	\$ (2)	\$ —

(in millions)	Nine Months Ended September 30, 2025							
	Duke Energy		Duke Energy Carolinas		Progress Energy		Duke Energy Progress	
	Energy	Carolinans	Energy	Carolinans	Energy	Progress	Energy	Florida
Service cost	\$ 80	\$ 27	\$ 23	\$ 14	\$ 9	\$ 2	\$ 4	\$ 3
Interest cost on projected benefit obligation	247	59	77	34	43	12	19	8
Expected return on plan assets	(447)	(114)	(165)	(73)	(90)	(17)	(30)	(15)
Amortization of actuarial loss	46	10	14	6	6	2	4	3
Amortization of prior service credit	(10)	—	—	—	—	—	(1)	(5)
Amortization of settlement charges	19	9	5	4	2	—	1	3
Net periodic pension costs	\$ (65)	\$ (9)	\$ (46)	\$ (15)	\$ (30)	\$ (1)	\$ (3)	\$ (3)

(in millions)	Nine Months Ended September 30, 2024							
	Duke Energy		Duke Energy Carolinas		Progress Energy		Duke Energy Progress	
	Energy	Carolinans	Energy	Carolinans	Energy	Progress	Energy	Florida
Service cost	\$ 85	\$ 28	\$ 24	\$ 15	\$ 10	\$ 2	\$ 4	\$ 3
Interest cost on projected benefit obligation	247	59	78	36	42	13	19	7
Expected return on plan assets	(462)	(122)	(163)	(75)	(87)	(19)	(31)	(15)
Amortization of actuarial loss	25	6	7	4	3	1	3	2
Amortization of prior service credit	(10)	—	—	—	—	—	(1)	(5)
Amortization of settlement charges	26	9	9	8	1	2	1	4
Net periodic pension costs	\$ (89)	\$ (20)	\$ (45)	\$ (12)	\$ (31)	\$ (1)	\$ (5)	\$ (4)

#### NON-QUALIFIED PENSION PLANS

Net periodic pension costs for non-qualified pension plans were not material for the three and nine months ended September 30, 2025, and 2024.

#### OTHER POST-RETIREMENT BENEFIT PLANS

Net periodic costs for OPEB plans were not material for the three and nine months ended September 30, 2025, and 2024.

#### 17. INCOME TAXES

The IRA established transferability markets for tax credits including nuclear PTCs, solar PTCs and ITCs. In April 2025, agreements were executed for the sale of approximately \$643 million in net tax credits under the IRA. The sale primarily includes estimated nuclear PTCs of \$478 million at Duke Energy Carolinas and \$69 million at Duke Energy Progress, as well as estimated solar PTCs of \$58 million at Duke Energy Florida to be earned through the end of 2025. Proceeds for the sale of the nuclear PTCs are expected to be received in November 2025. Receivables related to Duke Energy Carolinas' nuclear PTC sales were \$382 million as of September 30, 2025, and are classified in Other within Current Assets on the Condensed Consolidated Balance Sheets.

On July 4, 2025, the One Big Beautiful Bill Act (OBBA) was signed into law, which among other things, modified tax legislation affecting clean energy tax credits. While transferability was preserved for tax credits established by the IRA, including the nuclear PTC, which remains available through 2032, the legislation phases out or terminates certain tax credits sooner than previously scheduled. To remain eligible for the PTC or ITC, solar and wind facilities must be placed in service by December 31, 2027, unless construction begins by July 4, 2026. For other types of facilities, the credits continue to be available at full value if construction begins by December 31, 2033, although there are new prohibited foreign entity restrictions. The OBBBA did not change the federal corporate income tax rate and did not require the remeasurement of deferred tax assets or liabilities. While Duke Energy does not expect material current year impacts to the results of operations, financial position or cash flows for the Duke Energy Registrants as a result of the OBBBA being signed into law in the third quarter of 2025, the Company will continue to evaluate the future impact of this tax law change as additional information and guidance becomes available.

**EFFECTIVE TAX RATES**

The ETRs from continuing operations for each of the Duke Energy Registrants are included in the following table.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Duke Energy	10.8 %	11.2 %	11.2 %	12.5 %
Duke Energy Carolinas	6.9 %	7.7 %	7.8 %	9.8 %
Progress Energy	15.9 %	16.1 %	15.9 %	16.4 %
Duke Energy Progress	13.1 %	12.9 %	13.4 %	14.1 %
Duke Energy Florida	19.5 %	20.5 %	19.4 %	19.9 %
Duke Energy Ohio	14.3 %	11.9 %	16.3 %	15.8 %
Duke Energy Indiana	12.6 %	15.7 %	12.8 %	16.3 %
Piedmont	24.0 %	29.4 %	18.7 %	18.4 %

The decrease in the ETR for Duke Energy for the nine months ended September 30, 2025, was primarily due to an increase in the amortization of nuclear PTCs and investment tax credits.

The decrease in the ETR for Duke Energy Carolinas for the nine months ended September 30, 2025, was primarily due to an increase in the amortization of nuclear PTCs and investment tax credits.

The decrease in the ETR for Duke Energy Florida for the three months ended September 30 2025, was primarily due to an increase in solar PTCs.

The increase in the ETR for Duke Energy Ohio for the three months ending September 30, 2025, was primarily due to a decrease in certain favorable tax credits.

The decrease in the ETR for Duke Energy Indiana for the three and nine months ended September 30, 2025, was primarily due to an increase in the amortization of EDIT.

The decrease in the ETR for Piedmont for the three months ending September 30, 2025, was primarily due to AFUDC equity and the amortization of EDIT in relation to higher pretax losses.

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

The following combined Management's Discussion and Analysis of Financial Condition and Results of Operations is separately filed by Duke Energy and Duke Energy Carolinas, Progress Energy, Duke Energy Progress, Duke Energy Florida, Duke Energy Ohio, Duke Energy Indiana and Piedmont. However, none of the registrants make any representation as to information related solely to Duke Energy or the Subsidiary Registrants of Duke Energy other than itself.

**DUKE ENERGY**

Duke Energy, an energy company headquartered in Charlotte, North Carolina, operates in the U.S. primarily through its subsidiaries, Duke Energy Carolinas, Duke Energy Progress, Duke Energy Florida, Duke Energy Ohio, Duke Energy Indiana and Piedmont. Duke Energy's consolidated financial information includes the results of the Subsidiary Registrants, which along with Duke Energy, are collectively referred to as the Duke Energy Registrants.

Management's Discussion and Analysis should be read in conjunction with the Condensed Consolidated Financial Statements and Notes for the nine months ended September 30, 2025, and with Duke Energy's Annual Report on Form 10-K for the year ended December 31, 2024.

**Executive Overview**

**Acting on Investment Opportunities.** We operate in some of the most attractive jurisdictions in the country and the affordable, reliable power we provide continues to play a key role in bringing business and job growth to our region. Our service territories continue to experience accelerating investment opportunities driven by a deepening economic development pipeline and significant customer growth. To efficiently fund this growth and the related capital required in the coming years, we entered into two strategic transactions in the third quarter of 2025.

In August 2025, we entered into an investment agreement to receive \$6 billion in exchange for a 19.7% indirect investment in Duke Energy Florida. Subject to regulatory approvals, the transaction is expected to be completed through a series of closings starting in 2026 through mid-2028. In July 2025, we announced the sale of Piedmont's Tennessee business to Spire Inc. for \$2.48 billion. Subject to regulatory approvals, we expect to complete the Piedmont transaction on March 31, 2026. Proceeds from both transactions will support Duke Energy's expanded capital plan and replaces certain originally planned long-term debt and common equity issuances through 2029.

Both of these transactions, along with our unwavering focus on operational excellence and value creation, demonstrate our continued ability to meet the unprecedented long-term growth anticipated across our service territories. See Note 2 to the Condensed Consolidated Financial Statements, "Dispositions," for further information.

**Building a Smarter Energy Future.** During the nine months ended September 30, 2025, we continued to move our regulatory strategy forward and execute on investments for building a smarter energy future while maintaining our focus on safety and operational excellence, our customers, growth of our business as well as the engagement and empowerment of our employees. These priorities enable us to provide strong, sustainable value for our employees, customers, communities and shareholders.

- In January 2025, Piedmont and Duke Energy Indiana received constructive orders on their general rate cases from the NCUC and IURC, respectively. New rates were effective in November 2024 for Piedmont and late February 2025 for Duke Energy Indiana. New rates were also effective in January 2025 for Duke Energy Florida's new three-year rate plan. In June 2025, Duke Energy Progress filed a South Carolina base rate case and Duke Energy Kentucky filed a natural gas base rate case. In July 2025, Duke Energy Carolinas filed a South Carolina base rate case. In October 2025, Duke Energy Kentucky received a constructive order on its electric base rate case filed last December and Duke Energy Progress reached a comprehensive settlement in its South Carolina base rate case. Our regulatory efforts continue to focus on securing critical investments for reliable customer service while ensuring timely cost recovery across our service territories.
- In October 2025, Duke Energy Progress received an order from the NCUC granting the CPCN for the second CC unit in Person County and Duke Energy Indiana received an order from the IURC granting the CPCN for the Cayuga CC project. Also in October 2025, Duke Energy Carolinas filed for a CECPCN with the PSCSC for a new CC unit in Anderson County, South Carolina. These advanced natural gas plants, along with our planned CTs, will provide critical generation as we continue to modernize our energy infrastructure in the coming years.
- We reached key milestones to recover costs related to critical storm restoration activities from the 2024 historic storm season while also seeking to minimize customer bill impacts resulting from hurricanes Debby, Helene and Milton. In February 2025, the FPSC voted to approve Duke Energy Florida's storm cost recovery of approximately \$1.1 billion over 12 months beginning in March 2025. During 2025, Duke Energy Carolinas and Duke Energy Progress reached constructive settlements in Phase 2 proceedings and financing orders have been issued by both the NCUC and PSCSC. In September 2025, we issued North Carolina storm recovery bonds and expect to securitize the related South Carolina storm costs by the end of 2025.
- Our nuclear sites continue to positively impact the customers we serve by safely producing clean, reliable and low-cost electricity, as well as providing economic benefits for our local communities that includes thousands of well-paying jobs and significant tax benefits. During 2025, we continue to sell nuclear PTCs to further reduce the cost of electricity for our customers. Additionally, in March 2025, the NRC issued a subsequent license renewal for Oconee that allows an additional 20 years of operation through 2054. Oconee is the first Duke Energy nuclear facility to reach this significant approval milestone to permit extension of its operations to 80 years. In April 2025, we submitted an application to the NRC for Robinson to extend the plant's operations an additional 20 years through 2050.
- In July 2025, Duke Energy Carolinas filed its final license application with the FERC to extend the operating license for the Bad Creek Pumped Storage Hydroelectric Station. Located in South Carolina, Bad Creek is designed to produce significant amounts of energy when our customers need it most, performing a vital role on the company's system since 1991. If approved, the application would extend plant operations for an additional 50 years through 2077.

- In August 2025, we filed applications with the NCUC, PSCSC and FERC to combine our utilities that operate in the Carolinas, by which Duke Energy Progress will merge into Duke Energy Carolinas. This proposed transaction would result in a single electric utility serving our North Carolina and South Carolina service territories. The single utility's ability to plan, execute and operate resources more efficiently is expected to result in substantial cost savings to benefit customers by reducing the overall costs to serve. The targeted effective date is January 1, 2027, subject to regulatory approvals.

**Operational Excellence.** In June 2025, as the summer's first heat wave brought triple-digit temperatures to parts of North Carolina and South Carolina, our customers set a new summertime record for electricity usage, surpassing the previous summertime record set in July 2024. We maintain our focus on operational excellence and prepare for extreme weather by identifying potential risks, effectively maintaining adequate short-term planning reserves, leveraging outage scheduling optimization and controlling planned and emergent equipment issues.

**Economic Development.** In June 2025, the governor of North Carolina announced Amazon is planning to invest an estimated \$10 billion to launch a new high-tech cloud computing and artificial intelligence innovation campus in Richmond County, North Carolina. The site selected for this project was included in Duke Energy's Site Readiness Program in 2019, a program that helps state, regional and local economic development partners increase the competitiveness of potential industrial land. These new data centers will be located in Duke Energy Progress' service territory and the investment is expected to be among the largest in North Carolina's history, a testament to the impactful and ongoing work of continuing to bring economic development success to the vibrant communities we proudly serve.

See Notes 4 and 17 to the Condensed Consolidated Financial Statements, "Regulatory Matters" and "Income Taxes," for additional information.

#### **Matters Impacting Future Results**

The matters discussed herein could materially impact the future operating results, financial condition and cash flows of the Duke Energy Registrants and Business Segments.

#### **Regulatory Matters**

##### **Coal Ash Costs**

In April 2024, the EPA issued the 2024 CCR Rule, which significantly expands the scope of the 2015 CCR Rule by establishing regulatory requirements for inactive surface impoundments at retired generating facilities and previously unregulated coal ash sources at regulated facilities. Duke Energy is participating in legal challenges to the 2024 CCR Rule.

Cost recovery for future expenditures is anticipated and will be pursued through the normal ratemaking process with federal and state utility commissions, which permit recovery of reasonable and prudently incurred costs associated with Duke Energy's regulated operations. For more information, see "Other Matters" and Note 4 to the Condensed Consolidated Financial Statements, "Regulatory Matters."

##### **Storm Cost Recovery**

From August through October 2024, a series of major storm events occurred that resulted in significant damage to utility infrastructure within our service territories and primarily impacted Duke Energy Carolinas', Duke Energy Progress' and Duke Energy Florida's electric utility operations. Hurricanes Debby, Helene and Milton caused widespread outages and included unprecedented damage to certain assets, including the hardest-hit areas on the western coast of Florida and certain regions in western North Carolina and upstate South Carolina. Appropriate storm cost recovery mechanisms are in place to track and recover incremental costs from such events. Funding restoration activities and, in some cases, the complete rebuild of critical infrastructure, for a series of sequential events of this magnitude has resulted in incremental financing needs until cost recovery occurs and may impact the near-term results of operations, financial position or cash flows of the impacted registrants. Regulatory filings have been made for recovery of storm costs across all jurisdictions and full recovery is expected by early 2026. For more information related to storm costs, regulatory asset deferrals and financing activities, see "Liquidity and Capital Resources" and Notes 4, 6 and 13 to the Condensed Consolidated Financial Statements, "Regulatory Matters," "Debt and Credit Facilities" and Variable Interest Entities."

##### **EPA Regulations of GHG Emissions**

In April 2024, the EPA issued final rules under section 111 of the Clean Air Act (EPA Rule 111) regulating GHG emissions from existing coal-fired and new natural gas-fired power plants. Duke Energy is analyzing the potential impacts the rules could have on the Company, which could be material and may influence the timing, nature and magnitude of future generation investments in our service territories. Cost recovery for future expenditures will be pursued through the normal ratemaking process with federal and state utility commissions, which permit recovery of reasonable and prudently incurred costs associated with Duke Energy's regulated operations. Duke Energy is participating in legal challenges to the final rules. In June 2025, the EPA proposed to repeal EPA Rule 111 as well as an alternative proposal for a narrower set of requirements. For more information, see "Other Matters."

#### **Supply Chain**

The Company continues to monitor the ongoing stability of markets for key materials and supplies, including potential restrictions on the trade of certain rare earth materials and technologies used in electric utility infrastructure. Public policy outcomes, including potential impacts from new or escalating tariffs or other actions from federal executive orders, federal legislation or other rulemakings, could disrupt or impact Duke Energy's supply chain, future financial results, capital plan execution or the ability to execute on the Company's vision for a smarter energy future.

#### **Goodwill**

The Duke Energy Registrants performed their annual goodwill impairment tests as of August 31, 2025. As of this date, all of the Duke Energy Registrants' reporting units' estimated fair values materially exceeded the carrying values except for the GU&I reporting unit of Duke Energy Ohio. While no goodwill impairment charges have been recorded in the accompanying Condensed Consolidated Statements of Operations, the potential for deteriorating economic conditions impacting GU&I's future cash flows or equity valuations of peer companies could impact the estimated fair value of GU&I, and goodwill impairment charges could be recorded in the future.

### Minority Interest in Florida Progress

In August 2025, Duke Energy, Progress Energy and Florida Progress entered into an investment agreement for Florida Progress to receive \$6 billion in exchange for a 19.7% indirect investment in Duke Energy Florida. The transaction is subject to the satisfaction of certain customary conditions described in the investment agreement, including receipt of the approval of the FERC and completion of review by CFIUS, as well as approval, or a determination that the transaction does not require approval, by the NRC. The transaction is expected to be completed through a series of closings through June 30, 2028. Termination of the transaction under certain specified circumstances could require the investor to pay a \$240 million termination fee to Progress Energy and result in Duke Energy seeking alternative funding sources through 2029, including additional long-term debt and common equity issuances. For additional information, see Note 2 to the Condensed Consolidated Financial Statements, "Dispositions."

### Sale of Piedmont's Tennessee Business

In July 2025, Piedmont entered into a purchase agreement to sell Piedmont's Tennessee business. Completion of the transaction is subject to customary closing conditions, including approval from the TPUC and expiration or termination of the applicable waiting period under the HSR. The HSR waiting period for the transaction expired in September 2025. There is no assurance of the transaction as failure to obtain related approvals or to satisfy conditions in the purchase agreement could result in termination of the transaction. The purchase agreement contains termination rights and Spire Inc. may be required to pay a termination fee equal to 6.5% of the purchase price under certain circumstances that result in termination of the transaction. Termination of the purchase agreement could also result in Duke Energy seeking alternative funding sources for its 2025-2029 capital and investment expenditures plan, including additional long-term debt and common equity issuances. Completion of the transaction could impact the operating revenues and profitability of Piedmont, including potential recognition of a gain on sale. In the third quarter of 2025, Duke Energy and Piedmont reclassified the Piedmont Tennessee Disposal Group to assets held for sale. For additional information, see Note 2 to the Condensed Consolidated Financial Statements, "Dispositions."

### Other

Duke Energy continues to monitor general market conditions, including the potential for interest rate pressures on the Company's cost of capital, which may impact Duke Energy's capital plan execution, future financial results or the ability to execute on the Company's vision for a smarter energy future.

### Results of Operations

#### Non-GAAP Measures

Management's Discussion and Analysis includes financial information prepared in accordance with GAAP in the U.S., as well as certain non-GAAP financial measures, adjusted earnings and adjusted EPS, discussed below. Non-GAAP financial measures are numerical measures of financial performance, financial position or cash flows that exclude (or include) amounts that are included in (or excluded from) the most directly comparable measure calculated and presented in accordance with GAAP. Non-GAAP financial measures should be viewed as a supplement to, and not a substitute for, financial measures presented in accordance with GAAP. Non-GAAP measures presented may not be comparable to similarly titled measures used by other companies because other companies may not calculate the measures in the same manner.

Management evaluates financial performance in part based on non-GAAP financial measures, including adjusted earnings and adjusted EPS. Adjusted earnings and adjusted EPS represent income from continuing operations available to Duke Energy Corporation common stockholders in dollar and basic per share amounts, adjusted for the dollar and per share impact of special items. Special items represent certain charges and credits, which management believes are not indicative of Duke Energy's ongoing performance. The most directly comparable GAAP measures for adjusted earnings and adjusted EPS are GAAP Reported Earnings (Loss) and GAAP Reported Basic Earnings (Loss) Per Share, respectively.

Special items included in the periods presented below include the following, which management believes do not reflect ongoing costs:

- Regulatory Matters primarily represents impairment charges related to the 2024 Duke Energy Carolinas' South Carolina rate case order.
- System Post-Implementation Costs represents the net impact of charges related to nonrecurring customer billing adjustments as a result of implementation of a new customer system.
- Preferred Redemption Costs represents charges related to the redemption of Series B Preferred Stock.

Discontinued operations primarily represents the operating results of Duke Energy's Commercial Renewables Disposal Groups.

#### Three Months Ended September 30, 2025, as compared to September 30, 2024

GAAP reported EPS was \$1.81 for the three months ended September 30, 2025, compared to \$1.60 for the three months ended September 30, 2024. In addition to the drivers below, GAAP reported EPS increased primarily due to the net impact of charges related to nonrecurring customer billing adjustments in the prior year and charges related to the redemption of Series B Preferred Stock in the prior year.

As discussed above, management also evaluates financial performance based on adjusted EPS. Duke Energy's adjusted EPS was \$1.81 for the three months ended September 30, 2025, compared to \$1.62 for the three months ended September 30, 2024. The increase in adjusted EPS was primarily due to the implementation of new rates and riders, along with higher sales volumes, partially offset by higher interest expense, milder weather, and higher depreciation and property taxes on a growing asset base.

The following table reconciles non-GAAP measures, including adjusted EPS, to their most directly comparable GAAP measures.

(in millions, except per share amounts)	Three Months Ended September 30,			
	2025		2024	
	Earnings	EPS	Earnings	EPS
GAAP Reported Earnings/GAAP Reported EPS	\$ 1,407	\$ 1.81	\$ 1,226	\$ 1.60
Adjustments:				
System Post-Implementation Costs <sup>(a)</sup>	—	—	16	0.02
Preferred Redemption Costs <sup>(b)</sup>	—	—	16	0.02
Discontinued Operations <sup>(c)</sup>	—	—	(22)	(0.03)
Adjusted Earnings/Adjusted EPS	\$ 1,407	\$ 1.81	\$ 1,236	\$ 1.62

Note: Total EPS may not foot due to rounding.

(a) Net of \$5 million tax benefit. \$17 million recorded within Operating Revenues, \$1 million recorded within Operations, maintenance and other and \$3 million recorded within Other Income and expenses.  
 (b) Recorded within Preferred Redemption Costs.  
 (c) Recorded in Income (Loss) from Discontinued Operations, net of tax.

#### **Nine Months Ended September 30, 2025, as compared to September 30, 2024**

GAAP Reported EPS was \$4.81 for the nine months ended September 30, 2025, compared to \$4.17 for the nine months ended September 30, 2024. In addition to the drivers below, GAAP reported EPS increased primarily due to impairments related to the 2024 South Carolina rate case in the prior year, the net impact of charges related to nonrecurring customer billing adjustments in the prior year and charges related to the redemption of Series B Preferred Stock in the prior year.

As discussed above, management also evaluates financial performance based on adjusted EPS. Duke Energy's adjusted EPS was \$4.81 for the nine months ended September 30, 2025, compared to \$4.24 for the nine months ended September 30, 2024. The increase in adjusted EPS was primarily due to the implementation of new rates and riders, along with higher retail sales volumes, partially offset by higher interest expense, operation and maintenance expense, and depreciation and property taxes on a growing asset base.

The following table reconciles non-GAAP measures, including adjusted EPS, to their most directly comparable GAAP measures.

(in millions, except per share amounts)	Nine Months Ended September 30,			
	2025		2024	
	Earnings	EPS	Earnings	EPS
GAAP Reported Earnings/GAAP Reported EPS	\$ 3,743	\$ 4.81	\$ 3,211	\$ 4.17
Adjustments:				
Regulatory Matters <sup>(a)</sup>	—	—	25	0.03
System Post-Implementation Costs <sup>(b)</sup>	—	—	16	0.02
Preferred Redemption Costs <sup>(c)</sup>	—	—	16	0.02
Discontinued Operations <sup>(d)</sup>	1	—	(9)	(0.01)
Adjusted Earnings/Adjusted EPS	\$ 3,744	\$ 4.81	\$ 3,259	\$ 4.24

Note: Total EPS may not foot due to rounding.

(a) Net of \$8 million tax benefit. \$42 million recorded within Impairment of assets and other charges, \$2 million within Operations, maintenance and other, and an \$11 million reduction recorded within Interest Expense.  
 (b) Net of \$5 million tax benefit. \$17 million recorded within Operating Revenues, \$1 million recorded within Operations, maintenance and other and \$3 million recorded within Other Income and expenses.  
 (c) Recorded within Preferred Redemption Costs.  
 (d) Recorded in Income (Loss) from Discontinued Operations, net of tax.

#### **SEGMENT RESULTS**

The remaining information presented in this discussion of results of operations is on a GAAP basis. Management evaluates segment performance based on segment income. Segment income is defined as income from continuing operations net of income attributable to noncontrolling interests and preferred stock dividends. Segment income includes intercompany revenues and expenses that are eliminated on the Condensed Consolidated Financial Statements.

Duke Energy's segment structure includes the following segments: EU&I and GU&I. The remainder of Duke Energy's operations is presented as Other. See Note 3 to the Condensed Consolidated Financial Statements, "Business Segments," for additional information on Duke Energy's segment structure.

## Electric Utilities and Infrastructure

(in millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Variance	2025	2024	Variance
<b>Operating Revenues</b>	<b>8,180</b>	\$ 7,852	\$ 328	<b>22,365</b>	\$ 21,475	\$ 890
<b>Operating Expenses</b>						
Fuel used in electric generation and purchased power	2,309	2,664	(355)	<b>6,326</b>	7,266	(940)
Operation, maintenance and other	1,728	1,387	341	<b>4,746</b>	3,965	781
Depreciation and amortization	1,448	1,352	96	<b>4,184</b>	3,823	361
Property and other taxes	394	345	49	<b>1,143</b>	1,033	110
Impairment of assets and other charges	(1)	(5)	4	(2)	38	(40)
Total operating expenses	<b>5,878</b>	5,743	135	<b>16,397</b>	16,125	272
<b>Gains on Sales of Other Assets and Other, net</b>	<b>12</b>	2	10	<b>21</b>	9	12
<b>Operating Income</b>	<b>2,314</b>	2,111	203	<b>5,989</b>	5,359	630
<b>Other Income and Expenses, net</b>	<b>164</b>	129	35	<b>461</b>	401	60
<b>Interest Expense</b>	<b>522</b>	514	8	<b>1,587</b>	1,501	86
<b>Income Before Income Taxes</b>	<b>1,956</b>	1,726	230	<b>4,863</b>	4,259	604
<b>Income Tax Expense</b>	<b>264</b>	244	20	<b>653</b>	631	22
<b>Less: Net Income Attributable to Noncontrolling Interest</b>	<b>34</b>	31	3	<b>82</b>	66	16
<b>Segment Income</b>	<b>\$ 1,658</b>	\$ 1,451	\$ 207	<b>\$ 4,128</b>	\$ 3,562	\$ 566
Duke Energy Carolinas GWh sales	25,316	24,848	468	<b>71,042</b>	69,720	1,322
Duke Energy Progress GWh sales	18,871	19,131	(260)	<b>54,114</b>	52,473	1,641
Duke Energy Florida GWh sales	13,038	13,423	(385)	<b>33,832</b>	34,124	(292)
Duke Energy Ohio GWh sales	6,951	6,804	147	<b>18,729</b>	18,494	235
Duke Energy Indiana GWh sales	8,704	8,550	154	<b>24,566</b>	23,541	1,025
<b>Total Electric Utilities and Infrastructure GWh sales</b>	<b>72,880</b>	72,756	124	<b>202,283</b>	198,352	3,931
Net proportional MW capacity in operation				<b>55,270</b>	54,416	854

## Three Months Ended September 30, 2025, as compared to September 30, 2024

EU&I's results were driven by higher revenues from rate cases across multiple jurisdictions and higher weather-normal retail sales volumes, partially offset by higher operation and maintenance and depreciation expenses. The following is a detailed discussion of the variance drivers by line item.

**Operating Revenues.** The variance was driven primarily by:

- a \$286 million increase in storm recovery revenues at Duke Energy Florida;
- a \$238 million increase due to higher pricing from jurisdictional rate cases primarily at Duke Energy Carolinas, Duke Energy Indiana, Duke Energy Florida and Duke Energy Progress;
- a \$94 million increase in weather-normal retail sales volumes; and
- a \$22 million increase in other revenues primarily due to higher transmission revenues across all jurisdictions.

Partially offset by:

- a \$329 million decrease in fuel revenues primarily due to net lower rates in the current year.

**Operating Expenses.** The variance was driven primarily by:

- a \$341 million increase in operation, maintenance and other primarily driven by higher storm amortization at Duke Energy Florida, increased costs related to customer products and services programs at Duke Energy Carolinas, higher plant maintenance at Duke Energy Indiana and higher employee-related expenses across all jurisdictions, partially offset by lower storm costs in the current year at Duke Energy Progress, Duke Energy Carolinas and Duke Energy Ohio;
- a \$96 million increase in depreciation and amortization primarily due to higher depreciable base across all jurisdictions and higher depreciation rates driven by rate cases;
- a \$49 million increase in property and other taxes due to a higher base on which property taxes are levied and higher sales and use tax refunds in the prior year at Duke Energy Carolinas and Duke Energy Progress.

Partially offset by:

- a \$355 million decrease in fuel used in electric generation and purchased power primarily due to higher recovery of fuel expense in the prior year at Duke Energy Carolinas and Duke Energy Progress and lower fuel cost recovery and lower purchased power driven by the expiration of contracts in the prior year at Duke Energy Florida, partially offset by higher fuel costs and purchased power at Duke Energy Ohio.

**Other Income and Expense.** The increase was primarily driven by higher AFUDC equity base and rates compared to the prior year across all jurisdictions.

**Income Tax Expense.** The increase in tax expense was primarily due to an increase in pretax income, partially offset by an increase in the amortization of nuclear PTCs, investment tax credits and EDIT. The ETRs for the three months ended September 30, 2025, and 2024, were 13.5% and 14.1%, respectively.

#### Nine Months Ended September 30, 2025, as compared to September 30, 2024

EU&I's results were driven by higher revenues from rate cases across multiple jurisdictions, higher weather-normal retail sales volumes and higher transmission revenues, partially offset by higher operation and maintenance and depreciation expenses. The following is a detailed discussion of the variance drivers by line item.

**Operating Revenues.** The variance was driven primarily by:

- a \$735 million increase due to higher pricing from jurisdictional rate cases primarily at Duke Energy Carolinas, Duke Energy Indiana, Duke Energy Florida and Duke Energy Progress;
- a \$550 million increase in storm recovery revenues at Duke Energy Florida;
- a \$244 million increase in weather-normal retail sales volumes;
- a \$112 million increase in rider revenues primarily due to the SPP at Duke Energy Florida, the North Carolina Municipal Power Agency (NCEMPA) rider at Duke Energy Progress, as well as the Uncollectible Expense Riders and Distribution Capital Investment Rider and higher OVEC rider collections and OVEC sales into PJM at Duke Energy Ohio;
- an \$82 million increase in other revenues due to higher transmission revenues across all jurisdictions and higher Clean Energy Connection subscription revenues at Duke Energy Florida; and
- a \$60 million increase in retail sales due to favorable weather compared to prior year.

Partially offset by:

- a \$978 million decrease in fuel revenues primarily due to net lower rates in the current year, partially offset by higher volumes.

**Operating Expenses.** The variance was driven primarily by:

- a \$781 million increase in operation, maintenance and other primarily driven by higher storm amortization at Duke Energy Florida, increased litigation and environmental costs, as well as joint owner reimbursements in the prior year at Duke Energy Carolinas, an increase in TDSIC rider amortizations at Duke Energy Indiana, increased customer products and services program costs and higher employee-related expenses across all jurisdictions, partially offset by lower storm costs in the current year at Duke Energy Progress, Duke Energy Carolinas and Duke Energy Florida;
- a \$361 million increase in depreciation and amortization primarily due to higher depreciable base across all jurisdictions and higher depreciation rates driven by rate cases; and
- a \$110 million increase in property and other taxes due to a higher base on which property taxes are levied.

Partially offset by:

- a \$940 million decrease in fuel used in electric generation and purchased power primarily due to lower fuel cost recovery and lower purchased power driven by the expiration of contracts in the prior year at Duke Energy Florida and higher recovery of fuel expense in the prior year at Duke Energy Carolinas, partially offset by higher fuel costs and purchased power at Duke Energy Progress and Duke Energy Ohio; and
- a \$40 million decrease in impairment of assets and other charges primarily related to the 2024 South Carolina rate case order in the prior year at Duke Energy Carolinas and Duke Energy Progress.

**Other Income and Expense.** The increase was primarily driven by higher AFUDC equity base and rates compared to the prior year across all jurisdictions.

**Interest Expense.** The increase was primarily driven by higher outstanding debt balances, current year return on deferred nuclear PTC liability, absence of prior year return on deferred South Carolina grid costs, partially offset by lower intercompany interest expense and current year return on deferred storm costs at Duke Energy Carolinas and Duke Energy Progress.

**Income Tax Expense.** The increase in tax expense was primarily due to an increase in pretax income, mostly offset by an increase in the amortization of nuclear PTCs, investment tax credits and EDIT. The ETRs for the nine months ended September 30, 2025, and 2024, were 13.4% and 14.8%, respectively. The decrease in the ETR was primarily due to an increase in the amortization of nuclear PTCs and investment tax credits.

**Gas Utilities and Infrastructure**

(in millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Variance	2025	2024	Variance
<b>Operating Revenues</b>	\$ 394	\$ 332	\$ 62	\$ 2,027	\$ 1,615	\$ 412
<b>Operating Expenses</b>						
Cost of natural gas	110	70	40	642	380	262
Operation, maintenance and other	125	113	12	379	359	20
Depreciation and amortization	106	100	6	325	294	31
Property and other taxes	41	36	5	129	120	9
Total operating expenses	382	319	63	1,475	1,153	322
<b>Operating Income</b>	12	13	(1)	552	462	90
<b>Other Income and Expenses, net</b>	19	15	4	51	49	2
<b>Interest Expense</b>	67	67	—	197	189	8
<b>(Loss) Income Before Income Taxes</b>	(36)	(39)	3	406	322	84
<b>Income Tax (Benefit) Expense</b>	(10)	(14)	4	77	57	20
<b>Segment Income</b>	\$ (26)	\$ (25)	\$ (1)	\$ 329	\$ 265	\$ 64
Piedmont LDC throughput (dekatherms)	150,368,042	162,163,516	(11,795,474)	457,572,934	453,695,306	3,877,628
Duke Energy Midwest LDC throughput (Mcf)	9,505,511	9,607,415	(101,904)	63,843,944	55,774,760	8,069,184

**Three Months Ended September 30, 2025, as compared to September 30, 2024**

GU&I's results were impacted primarily by margin growth, partially offset by higher operations, maintenance and other. The following is a detailed discussion of the variance drivers by line item.

**Operating Revenues.** The variance was driven primarily by:

- a \$52 million increase in cost of natural gas revenues primarily due to higher commodity prices; and
- a \$7 million increase due to higher pricing from the 2024 Piedmont North Carolina rate case.

**Operating Expenses.** The variance was driven primarily by:

- a \$40 million increase in the cost of natural gas due primarily to higher commodity prices, partially offset by lower storage balancing charges in the current year; and
- a \$12 million increase in operations, maintenance and other primarily due to higher customer information technology (IT) system costs.

**Income Tax (Benefit) Expense.** The decrease in the tax benefit was primarily due to a decrease in pretax losses and the amortization of EDIT. The ETRs for the three months ended September 30, 2025, and 2024, were 27.8% and 35.9%, respectively. The decrease in the ETR was primarily due to AFUDC equity and the amortization of EDIT in relation to pretax losses.

**Nine Months Ended September 30, 2025, as compared to September 30, 2024**

GU&I's results were impacted primarily by higher revenues from the 2024 Piedmont North Carolina rate case, partially offset by higher depreciation and amortization. The following is a detailed discussion of the variance drivers by line item.

**Operating Revenues.** The variance was driven primarily by:

- a \$274 million increase in cost of natural gas revenues primarily due to higher commodity prices;
- a \$92 million increase due to higher pricing from the 2024 Piedmont North Carolina rate case; and
- a \$21 million increase in Midwest rider revenue.

**Operating Expenses.** The variance was driven primarily by:

- a \$262 million increase in the cost of natural gas primarily due to higher commodity prices, partially offset by lower storage balancing charges in the current year;
- a \$31 million increase in depreciation and amortization primarily due to higher depreciable base, partially offset by lower Tennessee depreciation due to assets meeting the held for sale criteria; and
- a \$20 million increase in operations, maintenance and other primarily due to higher customer IT system costs and employee-related expenses.

**Income Tax (Benefit) Expense.** The increase in tax expense was primarily due to an increase in pretax income. The ETRs for the nine months ended September 30, 2025, and 2024, were 19.0% and 17.7%, respectively. The increase in the ETR was primarily due to a decrease in the amortization of EDIT.

#### Other

(in millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Variance	2025	2024	Variance
Operating Revenues	\$ 40	\$ 42	\$ (2)	\$ 122	\$ 120	\$ 2
Operating Expenses	43	31	12	187	157	30
Gains on Sales of Other Assets and Other, net	5	5	—	16	16	—
Operating Income (Loss)	2	16	(14)	(49)	(21)	(28)
Other Income and Expenses, net	40	72	(32)	102	218	(116)
Interest Expense	332	321	11	968	921	47
Loss Before Income Taxes	(290)	(233)	(57)	(915)	(724)	(191)
Income Tax Benefit	(79)	(66)	(13)	(243)	(207)	(36)
Less: Preferred Dividends	14	39	(25)	41	92	(51)
Less: Preferred Redemption Costs	—	16	(16)	—	16	(16)
Net Loss	\$ (225)	\$ (222)	\$ (3)	\$ (713)	\$ (625)	\$ (88)

#### Three Months Ended September 30, 2025, as compared to September 30, 2024

Other's results were primarily driven by lower interest income and higher interest expense, partially offset by impacts from the redemption of the Company's Series B Preferred Stock in the prior year.

**Operating Expenses.** The increase was driven by accrued reserves released in the prior year.

**Other Income and Expenses, net.** The decrease was primarily driven by lower money pool interest income.

**Interest Expense.** The increase was primarily due to higher outstanding long-term debt balances.

**Income Tax Benefit.** The increase in the tax benefit was primarily due to an increase in pretax losses. The ETRs for the three months ended September 30, 2025, and 2024, were 27.2% and 28.3%, respectively. The decrease in the ETR was primarily due to lower state tax benefits and tax impacts related to the NMC investment.

**Preferred Dividends.** The decrease was due to the redemption of the Company's Series B Preferred Stock in the prior year.

**Preferred Redemption Costs.** The decrease was due to the redemption of the Company's Series B Preferred Stock in the prior year.

#### Nine Months Ended September 30, 2025, as compared to September 30, 2024

Other's results were primarily driven by lower interest income, higher interest expense and lower equity earnings from the NMC investment, partially offset by impacts from the redemption of the Company's Series B Preferred Stock in the prior year.

**Operating Expenses.** The increase was driven by higher captive insurance losses due to claims experience and accrued reserves released in the prior year, partially offset by contributions to the Duke Energy Foundation in the prior year.

**Other Income and Expenses, net.** The decrease was primarily driven by lower money pool interest income, lower equity earnings from the NMC investment and lower return on investments that fund certain employee benefit obligations.

**Interest Expense.** The increase was primarily due to higher outstanding long-term debt balances and higher money pool interest expense, partially offset by lower short-term commercial paper borrowings.

**Income Tax Benefit.** The increase in the tax benefit was primarily due to an increase in pretax losses. The ETRs for the nine months ended September 30, 2025, and 2024, were 26.6% and 28.6%, respectively. The decrease in the ETR was primarily due to lower state tax benefits and tax impacts related to the NMC investment.

**Preferred Dividends.** The decrease was due to the redemption of the Company's Series B Preferred Stock in the prior year.

**Preferred Redemption Costs.** The decrease was due to the redemption of the Company's Series B Preferred Stock in the prior year.

#### INCOME (LOSS) FROM DISCONTINUED OPERATIONS, NET OF TAX

(in millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Variance	2025	2024	Variance
Income (Loss) From Discontinued Operations, net of tax	\$ —	\$ 25	\$ (25)	\$ (1)	\$ 12	\$ (13)

#### Three Months Ended September 30, 2025, as compared to September 30, 2024

The variance was primarily driven by prior year operating results related to the Commercial Renewables Disposal Groups.

**Nine Months Ended September 30, 2025, as compared to September 30, 2024**

The variance was primarily driven by prior year operating results related to the Commercial Renewables Disposal Groups.

**DUKE ENERGY CAROLINAS****Results of Operations**

(in millions)	Nine Months Ended September 30,			Variance
	2025	2024		
<b>Operating Revenues</b>	\$ 7,387	\$ 7,411		\$ (24)
<b>Operating Expenses</b>				
Fuel used in electric generation and purchased power	2,080	2,531		(451)
Operation, maintenance and other	1,471	1,358		113
Depreciation and amortization	1,402	1,306		96
Property and other taxes	283	271		12
Impairment of assets and other charges	—	32		(32)
Total operating expenses	5,236	5,498		(262)
<b>Gains on Sales of Other Assets and Other, net</b>	6	1		5
<b>Operating Income</b>	2,157	1,914		243
<b>Other Income and Expenses, net</b>	187	181		6
<b>Interest Expense</b>	584	537		47
<b>Income Before Income Taxes</b>	1,760	1,558		202
<b>Income Tax Expense</b>	138	153		(15)
<b>Net Income</b>	\$ 1,622	\$ 1,405		\$ 217

The following table shows the percent changes in GWh sales and average number of customers. The percentages for retail customer classes represent billed sales only. Total sales includes billed and unbilled retail sales and wholesale sales to incorporated municipalities, public and private utilities and power marketers. Amounts are not weather-normalized.

Increase (Decrease) over prior year	2025
Residential sales	3.3 %
Commercial sales	— %
Industrial sales	(1.2) %
Wholesale power sales	3.5 %
Joint dispatch sales	23.0 %
Total sales	1.9 %
Average number of customers	1.9 %

**Nine Months Ended September 30, 2025, as compared to September 30, 2024**

**Operating Revenues.** The variance was driven primarily by:

- a \$462 million decrease in fuel revenues due to lower fuel rates, partially offset by higher volumes, including JDA sales.

Partially offset by:

- a \$279 million increase due to higher pricing from the 2024 South Carolina rate case and Year 2 of the North Carolina MYRP;
- a \$107 million increase in weather-normal retail sales volumes;
- a \$29 million increase in retail sales due to improved weather compared to prior year; and
- an \$11 million increase in transmission revenues due to network demand and rates.

**Operating Expenses.** The variance was driven primarily by:

- a \$451 million decrease in fuel used in electric generation and purchased power primarily due to the increased recovery of fuel cost in the prior year, partially offset by higher purchased power costs, including JDA, natural gas prices and volumes; and
- a \$32 million decrease in impairment of assets and other charges primarily related to the 2024 South Carolina rate case order in the prior year.

Partially offset by:

- a \$113 million increase in operation, maintenance and other primarily due to increased costs related to customer products and services programs, litigation and environmental costs and higher employee-related expenses, partially offset by lower storm costs in the current year; and
- a \$96 million increase in depreciation and amortization primarily due to higher net amortizations and depreciation rates driven by the 2024 South Carolina rate case and Year 2 of the North Carolina MYRP.

**Interest Expense.** The increase was primarily due to higher outstanding debt balances, current year return on deferred nuclear production tax credit liability and absence of prior year return on deferred South Carolina grid costs, partially offset by current year return on deferred storm costs.

**Income Tax Expense.** The decrease in tax expense was primarily due to an increase in the amortization of nuclear PTCs, investment tax credits and EDIT, partially offset by an increase in pretax income.

## PROGRESS ENERGY

### Results of Operations

(in millions)	Nine Months Ended September 30,		
	2025	2024	Variance
<b>Operating Revenues</b>	\$ 11,110	\$ 10,445	\$ 665
<b>Operating Expenses</b>			
Fuel used in electric generation and purchased power	3,306	3,729	(423)
Operation, maintenance and other	2,475	1,869	606
Depreciation and amortization	1,910	1,795	115
Property and other taxes	548	494	54
Impairment of assets and other charges	(2)	6	(8)
Total operating expenses	8,237	7,893	344
<b>Gains on Sales of Other Assets and Other, net</b>	19	20	(1)
<b>Operating Income</b>	2,892	2,572	320
<b>Other Income and Expenses, net</b>	209	178	31
<b>Interest Expense</b>	830	796	34
<b>Income Before Income Taxes</b>	2,271	1,954	317
<b>Income Tax Expense</b>	361	320	41
<b>Net Income</b>	\$ 1,910	\$ 1,634	\$ 276

### Nine Months Ended September 30, 2025, as compared to September 30, 2024

**Operating Revenues.** The variance was driven primarily by:

- a \$550 million increase in storm recovery revenues at Duke Energy Florida;
- a \$253 million increase due to higher pricing from the 2024 Duke Energy Florida rate case and Duke Energy Progress Year 2 of the North Carolina MYRP;
- a \$90 million increase in rider revenues primarily due to higher rates for the SPP at Duke Energy Florida and NCEMPA rider at Duke Energy Progress;
- an \$83 million increase in weather-normal retail sales volumes; and
- a \$61 million increase in other revenues due to higher transmission revenues at Duke Energy Florida and Duke Energy Progress and higher Clean Energy Connection subscription revenues at Duke Energy Florida.

Partially offset by:

- a \$422 million decrease in fuel revenues primarily due to lower fuel and capacity rates billed to retail customers at Duke Energy Florida and lower retail fuel rates at Duke Energy Progress, partially offset by an increase in fuel volumes at Duke Energy Progress.

**Operating Expenses.** The variance was driven primarily by:

- a \$606 million increase in operation, maintenance and other primarily due to higher storm amortization at Duke Energy Florida and increased costs related to customer products and services and higher employee-related expenses, partially offset by lower storm costs in the current year at Duke Energy Progress;
- a \$115 million increase in depreciation and amortization due to higher depreciable base at Duke Energy Florida and Duke Energy Progress and Year 2 of the North Carolina MYRP at Duke Energy Progress; and
- a \$54 million increase in property and other taxes primarily due to higher base upon which property taxes are levied at Duke Energy Florida and Duke Energy Progress.

Partially offset by:

- a \$423 million decrease in fuel used in electric generation and purchased power primarily due to lower fuel cost recovery and lower purchased power costs driven by the expiration of contracts in the prior year at Duke Energy Florida and increased recovery of fuel cost in the prior year at Duke Energy Progress, partially offset by higher volumes and higher natural gas prices.

**Other Income and expenses, net.** The increase was primarily due to higher AFUDC equity rate and base compared to the prior year and intercompany interest income at Duke Energy Progress.

**Interest Expense.** The increase was primarily due to higher outstanding debt balances at Duke Energy Progress and Duke Energy Florida, partially offset by lower intercompany interest expense and current year return on deferred storm costs at Duke Energy Progress.

**Income Tax Expense.** The increase in tax expense was primarily due to an increase in pretax income, partially offset by an increase in solar PTCs.

## DUKE ENERGY PROGRESS

### Results of Operations

(in millions)	Nine Months Ended September 30,			Variance
	2025	2024		
<b>Operating Revenues</b>	\$ 5,612	\$ 5,338	\$	274
<b>Operating Expenses</b>				
Fuel used in electric generation and purchased power	1,928	1,896		32
Operation, maintenance and other	1,100	1,077		23
Depreciation and amortization	1,049	999		50
Property and other taxes	159	144		15
Impairment of assets and other charges	(2)	6		(8)
Total operating expenses	4,234	4,122		112
<b>Gains on Sales of Other Assets and Other, net</b>	1	2		(1)
<b>Operating Income</b>	1,379	1,218		161
<b>Other Income and Expenses, net</b>	142	107		35
<b>Interest Expense</b>	392	370		22
<b>Income Before Income Taxes</b>	1,129	955		174
<b>Income Tax Expense</b>	151	135		16
<b>Net Income</b>	\$ 978	\$ 820	\$	158

The following table shows the percent changes in GWh sales and average number of customers. The percentages for retail customer classes represent billed sales only. Total sales includes billed and unbilled retail sales and wholesale sales to incorporated municipalities, public and private utilities and power marketers. Amounts are not weather-normalized.

Increase (Decrease) over prior period	2025
Residential sales	5.1 %
Commercial sales	2.0 %
Industrial sales	1.8 %
Wholesale power sales	4.9 %
Joint dispatch sales	0.4 %
Total sales	3.1 %
Average number of customers	1.7 %

**Nine Months Ended September 30, 2025, as compared to September 30, 2024****Operating Revenues.** The variance was driven primarily by:

- a \$94 million increase due to higher pricing from Year 2 of the North Carolina MYRP;
- a \$60 million increase in weather-normal retail sales volumes;
- a \$26 million increase in rider revenues primarily due to the NCEMPA rider;
- a \$26 million increase in fuel revenues due to higher fuel volumes, partially offset by lower retail fuel rates;
- a \$21 million increase in wholesale revenues, net of fuel, due to higher capacity volumes; and
- a \$15 million increase due to transmission revenues from higher network demand and rates.

**Operating Expenses.** The variance was driven primarily by:

- a \$50 million increase in depreciation and amortization primarily due to Year 2 of the North Carolina MYRP and higher depreciable base;
- a \$32 million increase in fuel used in electric generation and purchased power primarily due to higher volumes, including JDA purchases, and natural gas prices, partially offset by increased recovery of fuel cost in the prior year; and
- a \$23 million increase in operation, maintenance and other primarily due to increased costs related to customer products and services and higher employee-related expenses, partially offset by lower storm costs in the current year.

**Other Income and expenses, net.** The increase was primarily due to higher AFUDC equity rate and base compared to the prior year and intercompany interest income.**Interest Expense.** The increase was primarily due to higher outstanding debt balances, partially offset by lower intercompany interest expense and the current year return on deferred storm costs.**Income Tax Expense.** The increase in tax expense was primarily due to an increase in pretax income, partially offset by an increase in the amortization of EDIT and higher AFUDC equity.**DUKE ENERGY FLORIDA****Results of Operations**

(in millions)	Nine Months Ended September 30,		
	2025	2024	Variance
<b>Operating Revenues</b>	\$ 5,486	\$ 5,092	\$ 394
<b>Operating Expenses</b>			
Fuel used in electric generation and purchased power	1,378	1,833	(455)
Operation, maintenance and other	1,365	779	586
Depreciation and amortization	861	796	65
Property and other taxes	389	350	39
Total operating expenses	3,993	3,758	235
<b>Gains on Sales of Other Assets and Other, net</b>	2	2	—
<b>Operating Income</b>	1,495	1,336	159
<b>Other Income and Expenses, net</b>	67	67	—
<b>Interest Expense</b>	352	339	13
<b>Income Before Income Taxes</b>	1,210	1,064	146
<b>Income Tax Expense</b>	235	212	23
<b>Net Income</b>	\$ 975	\$ 852	\$ 123

The following table shows the percent changes in GWh sales and average number of customers. The percentages for retail customer classes represent billed sales only. Wholesale power sales include both billed and unbilled sales. Total sales includes billed and unbilled retail sales and wholesale sales to incorporated municipalities, public and private utilities and power marketers. Amounts are not weather-normalized.

Increase (Decrease) over prior period	2025
Residential sales	1.4 %
Commercial sales	0.4 %
Industrial sales	(3.0)%
Wholesale power sales	(21.2)%
Total sales	(0.9)%
Average number of customers	1.4 %

**Nine Months Ended September 30, 2025, as compared to September 30, 2024****Operating Revenues.** The variance was driven primarily by:

- a \$550 million increase in storm recovery revenues;
- a \$159 million increase due to higher pricing from the 2024 Florida rate case;
- a \$64 million increase in rider revenues primarily due to higher rates for the SPP;
- a \$46 million increase in other revenues due to higher transmission revenues primarily from higher demand and rates and Clean Energy Connection subscription revenues; and
- a \$23 million increase in weather-normal retail sales volumes.

Partially offset by:

- a \$448 million decrease in fuel revenues primarily due to lower fuel and capacity rates; and
- a \$25 million decrease in wholesale base revenues primarily due to lower capacity volumes.

**Operating Expenses.** The variance was driven primarily by:

- a \$586 million increase in operation, maintenance and other primarily due to higher storm amortization;
- a \$65 million increase in depreciation and amortization primarily due to higher depreciable base; and
- a \$39 million increase in property and other taxes primarily due to higher base upon which property taxes are levied and higher gross receipts tax driven by higher revenues.

Partially offset by:

- a \$455 million decrease in fuel used in electric generation and purchased power primarily due to lower fuel cost recovery and lower purchased power costs driven by the expiration of contracts in the prior year, partially offset by higher fuel costs driven by higher natural gas prices.

**Interest Expense.** The increase was primarily driven by higher outstanding debt balances and interest rates.**Income Tax Expense.** The increase in tax expense was primarily due to an increase in pretax income, partially offset by an increase in solar PTCs.**DUKE ENERGY OHIO****Results of Operations**

(in millions)	Nine Months Ended September 30,		
	2025	2024	Variance
<b>Operating Revenues</b>			
Regulated electric	\$ 1,546	\$ 1,431	\$ 115
Regulated natural gas	553	460	93
Total operating revenues	2,099	1,891	208
<b>Operating Expenses</b>			
Fuel used in electric generation and purchased power	485	416	69
Cost of natural gas	148	100	48
Operation, maintenance and other	366	378	(12)
Depreciation and amortization	353	297	56
Property and other taxes	326	303	23
Total operating expenses	1,678	1,494	184
<b>Operating Income</b>			
Operating Income	421	397	24
<b>Other Income and Expenses, net</b>			
Other Income and Expenses, net	18	12	6
<b>Interest Expense</b>			
Interest Expense	150	144	6
<b>Income Before Income Taxes</b>			
Income Before Income Taxes	289	265	24
<b>Income Tax Expense</b>			
Income Tax Expense	47	42	5
<b>Net Income</b>			
Net Income	\$ 242	\$ 223	\$ 19

The following table shows the percent changes in GWh sales of electricity, dekatherms of natural gas delivered and average number of electric and natural gas customers. The percentages for retail customer classes represent billed sales only. Total sales includes billed and unbilled retail sales and wholesale sales to incorporated municipalities, public and private utilities and power marketers. Amounts are not weather-normalized.

	Electric	Natural Gas
	2025	2025
<b>Increase (Decrease) over prior year</b>		
Residential sales	2.7 %	24.5 %
Commercial sales	5.2 %	19.8 %
Industrial sales	(10.7)%	4.6 %
Wholesale electric power sales	3.6 %	n/a
Other natural gas sales	n/a	(1.0)%
Total sales	1.3 %	14.5 %
Average number of customers	0.7 %	0.3 %

#### Nine Months Ended September 30, 2025, as compared to September 30, 2024

**Operating Revenues.** The variance was driven primarily by:

- a \$102 million increase in fuel-related revenues primarily due to higher natural gas costs passed through to customers and higher full-service retail sales volumes;
- a \$33 million increase in retail revenue riders primarily due to the Distribution Capital Investment Rider, Uncollectible Expense Riders and Ohio CEP Rider, partially offset by a decrease in the Distribution Storm Rider;
- a \$23 million increase in revenues related to higher OVEC rider collections and OVEC sales into PJM;
- a \$20 million increase in weather-normal retail sales volumes; and
- a \$13 million increase primarily due to higher pricing from the 2024 Duke Energy Kentucky electric rate case.

**Operating Expenses.** The variance was driven primarily by:

- a \$117 million increase in fuel expense primarily driven by higher retail prices for natural gas and purchased power;
- a \$56 million increase in depreciation and amortization primarily driven by an increase in distribution plant in service and higher amortization related to the increased collections of the Uncollectible Expense Riders; and
- a \$23 million increase in property and other taxes primarily due to a higher base upon which property taxes are levied and higher franchise taxes.

Partially offset by:

- a \$12 million decrease in operation, maintenance and other expense primarily due to lower customer charge-offs.

#### DUKE ENERGY INDIANA

##### Results of Operations

(in millions)	Nine Months Ended September 30,		
	2025	2024	Variance
<b>Operating Revenues</b>	\$ 2,671	\$ 2,342	\$ 329
<b>Operating Expenses</b>			
Fuel used in electric generation and purchased power	803	761	42
Operation, maintenance and other	601	510	91
Depreciation and amortization	617	507	110
Property and other taxes	44	37	7
<b>Total operating expenses</b>	<b>2,065</b>	<b>1,815</b>	<b>250</b>
<b>Operating Income</b>	<b>606</b>	<b>527</b>	<b>79</b>
<b>Other Income and Expenses, net</b>	<b>46</b>	<b>44</b>	<b>2</b>
<b>Interest Expense</b>	<b>182</b>	<b>173</b>	<b>9</b>
<b>Income Before Income Taxes</b>	<b>470</b>	<b>398</b>	<b>72</b>
<b>Income Tax Expense</b>	<b>60</b>	<b>65</b>	<b>(5)</b>
<b>Net Income</b>	<b>\$ 410</b>	<b>\$ 333</b>	<b>\$ 77</b>

The following table shows the percent changes in GWh sales and average number of customers. The percentages for retail customer classes represent billed sales only. Total sales includes billed and unbilled retail sales and wholesale sales to incorporated municipalities, public and private utilities and power marketers. Amounts are not weather-normalized.

Increase (Decrease) over prior year	2025
Residential sales	5.5 %
Commercial sales	5.3 %
Industrial sales	(4.4) %
Wholesale power sales	9.9 %
Total sales	4.4 %
Average number of customers	1.5 %

#### Nine Months Ended September 30, 2025, as compared to September 30, 2024

**Operating Revenues.** The variance was driven primarily by:

- a \$193 million increase primarily due to higher pricing from the 2024 Indiana rate case, net of certain rider revenues moving to base;
- a \$61 million increase in fuel revenues primarily due to higher retail fuel rates and non-firm revenues;
- a \$38 million increase in weather-normal retail sales volumes; and
- a \$14 million increase in retail sales due to improved weather compared to prior year.

**Operating Expenses.** The variance was driven primarily by:

- a \$110 million increase in depreciation and amortization primarily due to higher depreciation rates from the 2024 Indiana rate case;
- a \$91 million increase in operation, maintenance and other primarily due to an increase in the amortization of riders, plant maintenance and higher employee-related expenses; and
- a \$42 million increase in fuel used in electric generation and purchased power primarily due to higher natural gas costs and purchased power expense, partially offset by lower coal costs.

**Income Tax Expense.** The decrease in tax expense was primarily due to an increase in the amortization of EDIT, mostly offset by an increase in pretax income.

#### PIEDMONT

##### Results of Operations

(in millions)	Nine Months Ended September 30,		
	2025	2024	Variance
<b>Operating Revenues</b>	\$ 1,463	\$ 1,139	\$ 324
<b>Operating Expenses</b>			
Cost of natural gas	494	280	214
Operation, maintenance and other	301	267	34
Depreciation and amortization	210	191	19
Property and other taxes	56	47	9
Total operating expenses	1,061	785	276
<b>Operating Income</b>	402	354	48
<b>Other Income and Expenses, net</b>	40	48	(8)
<b>Interest Expense</b>	143	135	8
<b>Income Before Income Taxes</b>	299	267	32
<b>Income Tax Expense</b>	56	49	7
<b>Net Income</b>	\$ 243	\$ 218	\$ 25

The following table shows the percent changes in dekatherms delivered and average number of customers. The percentages for all throughput deliveries represent billed and unbilled sales. Amounts are not weather-normalized.

Increase (Decrease) over prior year	2025
Residential deliveries	5.2 %
Commercial deliveries	6.2 %
Industrial deliveries	1.2 %
Power generation deliveries	(0.4)%
For resale	10.7 %
Total throughput deliveries	0.9 %
Secondary market volumes	77.1 %
Average number of customers	1.7 %

#### Nine Months Ended September 30, 2025, as compared to September 30, 2024

**Operating Revenues.** The variance was driven primarily by:

- a \$214 million increase in cost of natural gas revenues primarily due to higher commodity prices; and
- a \$92 million increase due to higher pricing from the 2024 North Carolina rate case.

**Operating Expenses.** The variance was driven primarily by:

- a \$214 million increase in the cost of natural gas primarily due to higher commodity prices;
- a \$34 million increase in operations, maintenance and other primarily due to higher customer IT system costs, employee-related expenses and Tennessee divestitures fees; and
- a \$19 million increase in depreciation and amortization due to higher depreciable base and higher rates due to 2024 North Carolina rate case, partially offset by lower Tennessee depreciation due to assets meeting the held for sale criteria.

#### LIQUIDITY AND CAPITAL RESOURCES

##### Sources and Uses of Cash

Duke Energy relies primarily upon cash flows from operations, debt and equity issuances and its existing cash and cash equivalents to fund its liquidity and capital requirements. Duke Energy's capital requirements arise primarily from capital and investment expenditures, repaying long-term debt and paying dividends to shareholders. In 2024, Duke Energy Carolinas, Duke Energy Progress and Duke Energy Florida began monetizing tax credits in the transferability markets established by the IRA and are working with the state utility commissions on the appropriate regulatory process to pass the net realizable value back to customers over time. See Note 17 to the Condensed Consolidated Financial Statements, "Income Taxes," for further information. Duke Energy's Annual Report on Form 10-K for the year ended December 31, 2024, included a summary and detailed discussion of projected primary sources and uses of cash for 2025 to 2027.

In 2025, Duke Energy executed several equity forward sales agreements as part of the ATM program. Settlement of the forward sales agreements is expected to occur by December 31, 2026. See Note 15 to the Condensed Consolidated Financial Statements, "Stockholders' Equity" for further details.

In March 2025, Duke Energy extended the termination date of its existing Master Credit Facility to March 2030 and increased its capacity from \$9 billion to \$10 billion. As of September 30, 2025, Duke Energy had \$688 million of cash on hand and \$7.5 billion available under its Master Credit Facility. Duke Energy expects to have sufficient liquidity in the form of cash on hand, cash from operations and available credit capacity to support its funding needs.

See Note 2 to the Condensed Consolidated Financial Statements, "Dispositions," for the timing and use of final proceeds received in April 2025 from the sale of certain Commercial Renewables assets to affiliates of Brookfield.

In July, Piedmont entered into an agreement with Spire Inc., to sell Piedmont's Tennessee business for \$2.48 billion. Piedmont expects to complete the sale on March 31, 2026, and proceeds are expected to be used for debt reduction at Piedmont and to efficiently fund Duke Energy's capital plan, primarily by displacing the issuance of common equity in the near term. See Note 2 to the Condensed Consolidated Financial Statements, "Dispositions," for further details.

In August 2025, Duke Energy, Progress Energy and Florida Progress entered into an investment agreement for Florida Progress to receive \$6 billion in exchange for a 19.7% indirect investment in Duke Energy Florida. The transaction is expected to be completed through a series of closings through June 30, 2028. Proceeds from the minority interest investment are expected to be used to efficiently fund Duke Energy's growing capital and investment expenditures plan, primarily by displacing certain previously planned issuances of long-term debt and common equity through 2029. See Note 2 to the Condensed Consolidated Financial Statements, "Dispositions," for information on the timing and use of proceeds related to the transaction.

##### Debt

As discussed in Note 13 to the Condensed Consolidated Financial Statements, "Variable Interest Entities," Duke Energy Carolinas terminated and repaid DERF in January 2025 and Duke Energy Progress terminated and repaid DEPR in March 2025. As a result of these repayments, DERF and DEPR have ceased operations.

From August through October 2024, a series of major storm events occurred that resulted in significant damage to utility infrastructure within our service territories and primarily impacted Duke Energy Carolinas', Duke Energy Progress' and Duke Energy Florida's electric utility operations. As discussed in Note 4, to the Condensed Consolidated Financial Statements, "Regulatory Matters," hurricanes Debby, Helene and Milton caused widespread outages and included unprecedented damage to certain assets, including the hardest-hit areas on the western coast of Florida and certain regions in western North Carolina and upstate South Carolina. Funding restoration activities and, in some cases, the complete rebuild of critical infrastructure, for a series of sequential events of this magnitude have resulted in incremental financing needs until cost recovery occurs. See "Matters Impacting Future Results" for further details and Note 6 to the Condensed Consolidated Financial Statements, "Debt and Credit Facilities," for information regarding term loans executed in response to these major storm events and storm recovery bonds issued in September 2025.

Additionally, see Note 6 for information related to the Duke Energy (Parent) and Piedmont term loans executed in the third quarter of 2025.

#### Cash Flow Information

The following table summarizes Duke Energy's cash flows.

(in millions)	Nine Months Ended September 30,	
	2025	2024
Cash flows provided by (used in):		
Operating activities	\$ 8,672	\$ 8,951
Investing activities	(9,976)	(9,851)
Financing activities	1,622	990
Net increase in cash, cash equivalents and restricted cash	318	90
Cash, cash equivalents and restricted cash at beginning of period	421	357
Cash, cash equivalents and restricted cash at end of period	\$ 739	\$ 447

#### OPERATING CASH FLOWS

The following table summarizes key components of Duke Energy's operating cash flows.

(in millions)	Nine Months Ended September 30,		
	2025	2024	Variance
Net income	\$ 3,865	\$ 3,387	\$ 478
Non-cash adjustments to net income	6,380	4,971	1,409
Contributions to qualified pension plans	—	(100)	100
Payments for asset retirement obligations	(374)	(417)	43
Working capital	(1,595)	720	(2,315)
Other assets and Other liabilities	396	390	6
Net cash provided by operating activities	\$ 8,672	\$ 8,951	\$ (279)

The variance is primarily driven by:

- a \$2,315 million decrease in net working capital amounts, primarily due to lower recovery of fuel costs and the timing of accruals and payments, including payments related to restoration activities from the 2024 storm season.

Partially offset by:

- a \$1,887 million increase in net income, after adjustment for non-cash items, primarily due to the implementation of new rates and riders including Duke Energy Florida's storm recovery surcharge, along with higher retail sales volumes, partially offset by higher interest expense, operation and maintenance expense and property taxes; and
- a \$100 million increase due to contributions to qualified pension plans in the prior year.

**INVESTING CASH FLOWS**

The following table summarizes key components of Duke Energy's investing cash flows.

(in millions)	Nine Months Ended September 30,		
	2025	2024	Variance
Capital, investment and acquisition expenditures	\$ (9,881)	\$ (9,199)	\$ (682)
Proceeds from the sales of Commercial Renewables Disposal Groups and other assets	559	—	559
Other investing items	(654)	(652)	(2)
Net cash used in investing activities	\$ (9,976)	\$ (9,851)	\$ (125)

The variance is primarily due to higher capital expenditures within the EU&I segment in the current year, partially offset by proceeds received from the sales of the Commercial Renewables Disposal Groups.

**FINANCING CASH FLOWS**

The following table summarizes key components of Duke Energy's financing cash flows.

(in millions)	Nine Months Ended September 30,		
	2025	2024	Variance
Issuances of long-term debt, net	\$ 4,806	\$ 4,927	\$ (121)
Issuances of common stock	16	26	(10)
Redemption of preferred stock	—	(1,000)	1,000
Notes payable, commercial paper and other short-term borrowings	(824)	(515)	(309)
Dividends paid	(2,455)	(2,411)	(44)
Contributions from noncontrolling interests	—	47	(47)
Other financing items	79	(84)	163
Net cash provided by financing activities	\$ 1,622	\$ 990	\$ 632

The variance is primarily due to:

- a \$1 billion increase due to the redemption of Series B preferred stock in the prior year.

Partially offset by:

- a \$309 million decrease in net borrowings from notes payable and commercial paper.

**OTHER MATTERS****Environmental Regulations**

The Duke Energy Registrants are subject to federal, state and local regulations regarding air and water quality, hazardous and solid waste disposal, coal ash and other environmental matters. These regulations can be changed from time to time and result in new obligations of the Duke Energy Registrants. Refer to Note 4, "Regulatory Matters," in Duke Energy's Annual Report on Form 10-K for the year ended December 31, 2024, for more information regarding potential plant retirements and Note 4, "Regulatory Matters," to the Condensed Consolidated Financial Statements, for further information regarding regulatory filings related to the Duke Energy Registrants.

**GHG Standards and Guidelines**

In April 2024, the EPA issued final rules under section 111 of the Clean Air Act (EPA Rule 111) regulating GHG emissions from existing coal-fired and new natural gas-fired power plants, referred to as electric generating units. Duke Energy is participating in legal challenges to EPA Rule 111 as a member of Electric Generators for a Sensible Transition, a coalition of similarly affected utilities, and as a member of a utility trade group. The litigation is currently pending in the U.S. Court of Appeals for the District of Columbia Circuit (the Court). On February 5, 2025, the EPA requested the Court to withhold issuing an opinion and place the case in a 60-day abeyance to allow time for new EPA leadership to review the issues and EPA Rule 111 to determine how they wish to proceed. On February 19, 2025, the Court granted the EPA's request. On April 21, 2025, the EPA filed a motion with the Court requesting a continuing abeyance while it conducts a new notice-and-comment rulemaking to reconsider the challenged EPA Rule 111. As part of this request, the EPA indicated it intended to issue a final rule by December 2025. On April 25, 2025, the Court granted the EPA's motion and ordered that the litigation continue to remain in abeyance pending further order of the Court. On June 17, 2025, the EPA published a proposed rule to repeal EPA Rule 111 based on a finding that fossil fuel-fired power plants "do not contribute significantly to dangerous air pollution" under the meaning of section 111 of the Clean Air Act. The EPA also published an alternative proposal to repeal a narrower set of requirements leaving in place only GHG emission standards for new and reconstructed stationary combustion turbine electric generating units. Comments on the proposed rule were due by August 7, 2025.

**Coal Combustion Residuals**

In April 2024, the EPA issued the 2024 CCR Rule, which significantly expands the scope of the 2015 CCR Rule by establishing regulatory requirements for inactive surface impoundments at retired generating facilities (Legacy CCR Surface Impoundments). Duke Energy, as part of a group of similarly affected electric utilities, filed a petition to challenge the 2024 CCR Rule in the U.S. Court of Appeals for the District of Columbia Circuit (the Court) on August 6, 2024. On February 13, 2025, the EPA requested the Court to withhold issuing an opinion and place the case in a 120-day abeyance to allow time for new EPA leadership to review the issues and the 2024 CCR Rule to determine how they wish to proceed. On that same day, the Court granted EPA's motion to hold the case in abeyance pending further order of the Court. On June 13, 2025, the EPA requested, and the Court granted, a 60-day extension of the abeyance to give the agency time to "decide the full scope of reconsideration." On August 11, 2025, the EPA filed a motion to govern further proceedings in the legacy CCR surface impoundments rule litigation, and on August 13, 2025, the Court granted an abeyance in the case until December 15, 2025.

Cost recovery for future expenditures is anticipated and will be pursued through the normal ratemaking process with federal and state utility commissions, which permit recovery of reasonable and prudently incurred costs associated with Duke Energy's regulated operations.

**South Carolina Energy Security Act**

Act 41, also referred to as the South Carolina Energy Security Act, was signed into law on May 12, 2025. The law promotes evaluating new generation resources, including hydro pumped storage, hydrogen-capable natural gas, and advanced nuclear, while streamlining siting, permitting and construction of certain new resources located in South Carolina. Act 41 establishes a new process for evaluating new potential generation projects over 75 MW located in North Carolina that are planned to serve South Carolina retail customers. This legislation also establishes an electric rate stabilization mechanism for electric utilities to elect into a framework that provides for annual adjustments to base rates, including for CWIP and other cost categories. Electric utilities electing the mechanism must file a general rate case at least every five years.

**North Carolina Power Bill Reduction Act**

In 2021, the state of North Carolina passed HB951, which among other things, directed the NCUC to develop and approve a carbon reduction plan that would target a 70% reduction in CO<sub>2</sub> emissions from Duke Energy Progress' and Duke Energy Carolinas' electric generation in the state by 2030 and carbon neutrality by 2050, considering all resource options and the latest technology, while balancing affordability and reliability for customers. On July 29, 2025, North Carolina Senate Bill 266, or the Power Bill Reduction Act (SB266), was passed into law which retained HB951's 2050 carbon neutrality goal but eliminated the state's interim 2030 carbon reduction target and implemented other actions designed to reduce electricity costs for customers including enhanced cost recovery mechanisms for baseload generation by establishing an annual CWIP recovery for baseload generation and a construction project monitoring process. SB266 also provides more timely recovery of fuel costs, allows for the recovery of CTs in MYRP proceedings and authorizes the prudent continued use of securitization for certain costs and investments serving North Carolina retail electric customers, including increasing the eligible securitization amounts for sub-critical coal assets up to 100% of their respective net book value upon retirement.

**Carolinas Resource Plan**

On October 1, 2025, Duke Energy Carolinas and Duke Energy Progress filed their systemwide 2025 Carolinas Resource Plan (the 2025 Plan) with the NCUC, which builds upon the approved 2023 Carolinas Resource Plan, outlines development and procurement activities related to a diverse set of generation assets and presents an updated execution strategy to meet growing energy demands reliably and cost-effectively in the coming decades. A hearing is anticipated in the second quarter of 2026, and an order from the NCUC is expected to be issued by December 31, 2026. The 2025 Plan is expected to be filed with the PSCSC in November 2025.

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

For an in-depth discussion of the Duke Energy Registrants' market risks, see "Quantitative and Qualitative Disclosures about Market Risk" in Item 7 of Duke Energy's Annual Report on Form 10-K for the year ended December 31, 2024.

**ITEM 4. CONTROLS AND PROCEDURES****Disclosure Controls and Procedures**

Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed by the Duke Energy Registrants in the reports they file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified by the SEC rules and forms.

Disclosure controls and procedures include, without limitation, controls and procedures designed to provide reasonable assurance that information required to be disclosed by the Duke Energy Registrants in the reports they file or submit under the Exchange Act is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Under the supervision and with the participation of management, including the Chief Executive Officer and Chief Financial Officer, the Duke Energy Registrants have evaluated the effectiveness of their disclosure controls and procedures (as such term is defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act) as of September 30, 2025, and, based on this evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that these controls and procedures are effective in providing reasonable assurance of compliance.

**Changes in Internal Control over Financial Reporting**

Under the supervision and with the participation of management, including the Chief Executive Officer and Chief Financial Officer, the Duke Energy Registrants have evaluated changes in internal control over financial reporting (as such term is defined in Rules 13a-15 and 15d-15 under the Exchange Act) that occurred during the fiscal quarter ended September 30, 2025, and have concluded no change has materially affected, or is reasonably likely to materially affect, internal controls over financial reporting.

**ITEM 1. LEGAL PROCEEDINGS**

The litigation matter of NTE Carolinas II, LLC Litigation included in Part 1, Item 1 of this Quarterly Report on Form 10-Q, within Note 5, "Commitments and Contingencies" of the Condensed Consolidated Financial Statements, is incorporated herein by reference.

In addition, the Duke Energy Registrants are, from time to time, parties to various lawsuits and regulatory proceedings in the ordinary course of their business. For information regarding legal proceedings, including regulatory and environmental matters, see Note 4, "Regulatory Matters," and Note 5, "Commitments and Contingencies," to the Condensed Consolidated Financial Statements. For additional information, see Item 3, "Legal Proceedings," in Duke Energy's Annual Report on Form 10-K for the year ended December 31, 2024.

For open litigation, unless otherwise noted, Duke Energy cannot predict the outcome or ultimate resolution of these matters.

**MTBE Litigation**

In December 2017, the state of Maryland filed suit in Baltimore City Circuit Court against Duke Energy Merchants and other defendants alleging contamination of state waters by MTBE leaking from gasoline storage tanks and is seeking an unspecified amount of monetary damages. MTBE is a gasoline additive intended to increase the oxygen levels in gasoline and make it burn cleaner. The case was removed from Baltimore City Circuit Court to federal District Court. Initial motions to dismiss filed by the defendants were denied by the court in September 2019, and the matter is now in discovery. In December 2020, the plaintiff and defendants selected 50 focus sites, none of which have any ties to Duke Energy Merchants. Discovery will be specific to those sites. Duke Energy Merchants has reached an agreement in principle with the state of Maryland to resolve the litigation. The settlement agreement is being finalized and the amount is not material.

**The Town of Carrboro Litigation**

On December 4, 2024, the town of Carrboro, North Carolina, filed a lawsuit against Duke Energy in the North Carolina Superior Court, Orange County, alleging that Duke Energy and its predecessor companies knew since the late 1960s that fossil fuel emissions could cause global climate changes and engaged in a campaign to conceal the dangers of fossil fuel emissions from the public, regulators, legislators, and others, resulting in a delayed transition away from fossil fuel emissions and worsening climate change. The lawsuit also alleges that Duke Energy misled the public regarding Duke Energy's support for, and actions toward, transitioning its fossil fuel portfolio to renewable energy. The damages alleged range from road and stormwater system impacts to increased electricity costs and recurring invasions and interferences from extreme weather events. The lawsuit asserts state law claims for public nuisance, private nuisance, trespass, negligence, and gross negligence, and is seeking an unspecified amount of monetary damages. The case has been transferred to the North Carolina Business Court. Duke Energy filed a motion to dismiss the litigation based on lack of subject matter jurisdiction on March 17, 2025, and filed a motion to dismiss based on failure to state a claim on which relief can be granted on May 9, 2025. Oral argument regarding Duke Energy's motions to dismiss was held on September 25, 2025. As requested by the court, supplemental briefing addressing various aspects of causation, including traceability and proximate cause, was filed on October 25, 2025.

**ITEM 1A. RISK FACTORS**

In addition to the other information set forth in this report, careful consideration should be given to the factors discussed in Part I, "Item 1A. Risk Factors" in Duke Energy's Annual Report on Form 10-K for the year ended December 31, 2024, which could materially affect the Duke Energy Registrants' financial condition or future results. The information presented below updates, and should be read in conjunction with, the risk factors and information disclosed in the Annual Report on Form 10-K for the year ended December 31, 2024.

**Failure to complete strategic transactions could adversely affect the Duke Energy Registrants' financial condition, credit profile and ability to execute their business strategy.**

There can be no assurance that strategic transactions, including merger and acquisition activities and the disposition of assets or businesses, will be completed as expected or at all. These transactions are subject to various closing conditions, including regulatory approvals, and delays or failures may occur due to factors beyond our control. If the proposed transactions are not consummated, we could face a range of negative outcomes, including:

- Inability to achieve anticipated proceeds could require Duke Energy to seek alternative funding sources to execute its capital plan and impede our ability to reduce debt or accomplish strategic initiatives;
- Adverse impacts to our credit metrics and potential pressure on our credit ratings;
- Negative reactions from financial markets and stakeholders, including reputational effects;
- Opportunity costs, lost strategic optionality, and foregone operational or financial benefits; and
- Costs incurred in connection with these transactions, including advisory fees and management diversion, for which we may receive little or no benefit.

Additionally, even if completed, strategic transactions may not deliver the anticipated strategic, operational or financial results. Integration or separation challenges, unfavorable regulatory outcomes or unforeseen liabilities could further impact our business, results of operations or financial condition.

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

None.

**ITEM 5. OTHER INFORMATION**

**Director and Officer Trading Arrangements**

During the three months ended September 30, 2025, no director or officer of the Company adopted, terminated or modified a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement, as each term is defined in Item 408(a) of Regulation S-K.

## ITEM 6. EXHIBITS

Exhibits filed herein are designated by an asterisk (\*). All exhibits not so designated are incorporated by reference to a prior filing, as indicated. Items constituting management contracts or compensatory plans or arrangements are designated by a double asterisk (\*\*). The Company agrees to furnish upon request to the commission a copy of any omitted schedules or exhibits upon request on all items designated by a triple asterisk (\*\*\*)�

Exhibit Number	Duke Energy	Duke Energy Carolinas	Progress Energy	Duke Energy Progress	Duke Energy Florida	Duke Energy Ohio	Duke Energy Indiana	Piedmont
*2.1*** <a href="#">Asset Purchase Agreement, dated as of July 27, 2025, by and between Piedmont Natural Gas Company, Inc. and Spire Inc.</a>								X
4.1 <a href="#">Thirty-fifth Supplemental Indenture, dated as of September 11, 2025, to the Indenture, dated as of June 3, 2008, between the registrant and The Bank of New York Mellon Trust Company, N.A., as Trustee, and forms of global notes (incorporated by reference to Exhibit 4.1 to registrant's Current Report on Form 8-K filed on September 11, 2025, File No. 1-32853).</a>	X							
*10.1*** <a href="#">Investment Agreement by and among Duke Energy Corporation, Progress Energy, Inc., Florida Progress, LLC, and Peninsula Power Holdings L.P., dated as of August 4, 2025.</a>	X		X					
*31.1.1 <a href="#">Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>	X							
*31.1.2 <a href="#">Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>		X						
*31.1.3 <a href="#">Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>			X					
*31.1.4 <a href="#">Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>				X				
*31.1.5 <a href="#">Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>					X			
*31.1.6 <a href="#">Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>						X		
*31.1.7 <a href="#">Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>							X	
*31.1.8 <a href="#">Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>								X
*31.2.1 <a href="#">Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>	X							
*31.2.2 <a href="#">Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>		X						
*31.2.3 <a href="#">Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>			X					
*31.2.4 <a href="#">Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>				X				
*31.2.5 <a href="#">Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>					X			
*31.2.6 <a href="#">Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>						X		

*31.2.7	<u>Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>								X
*31.2.8	<u>Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>								X
*32.1.1	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>	X							
*32.1.2	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>		X						
*32.1.3	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>			X					
*32.1.4	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>				X				
*32.1.5	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>					X			
*32.1.6	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>						X		
*32.1.7	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>							X	
*32.1.8	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>								X
*32.2.1	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>	X							
*32.2.2	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>		X						
*32.2.3	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>			X					
*32.2.4	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>				X				
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*32.2.7	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>							X	
*32.2.8	<u>Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>								X
*101.INS	XBRL Instance Document (this does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document).	X	X	X	X	X	X	X	X

*101.SCH	XBRL Taxonomy Extension Schema Document.	X	X	X	X	X	X	X	X
*101.CAL	XBRL Taxonomy Calculation Linkbase Document.	X	X	X	X	X	X	X	X
*101.LAB	XBRL Taxonomy Label Linkbase Document.	X	X	X	X	X	X	X	X
*101.PRE	XBRL Taxonomy Presentation Linkbase Document.	X	X	X	X	X	X	X	X
*101.DEF	XBRL Taxonomy Definition Linkbase Document.	X	X	X	X	X	X	X	X
*104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101).	X	X	X	X	X	X	X	X

The total amount of securities of the registrant or its subsidiaries authorized under any instrument with respect to long-term debt not filed as an exhibit does not exceed 10% of the total assets of the registrant and its subsidiaries on a consolidated basis. The registrant agrees, upon request of the SEC, to furnish copies of any or all of such instruments to it.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on their behalf by the undersigned thereunto duly authorized.

DUKE ENERGY CORPORATION  
DUKE ENERGY CAROLINAS, LLC  
PROGRESS ENERGY, INC.  
DUKE ENERGY PROGRESS, LLC  
DUKE ENERGY FLORIDA, LLC  
DUKE ENERGY OHIO, INC.  
DUKE ENERGY INDIANA, LLC  
PIEDMONT NATURAL GAS COMPANY, INC.

Date: November 7, 2025

/s/ BRIAN D. SAVOY

Brian D. Savoy  
Executive Vice President and Chief Financial Officer (Principal Financial Officer)

Date: November 7, 2025

/s/ CYNTHIA S. LEE

Cynthia S. Lee  
Senior Vice President, Chief Accounting Officer  
and Controller  
(Principal Accounting Officer)

**ASSET PURCHASE AGREEMENT**

**by and**

**between**

**PIEDMONT NATURAL GAS COMPANY, INC.,**  
**as Seller,**

**and**

**SPIRE INC.,**  
**as Buyer**

**Dated as of July 27, 2025**

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## **APPENDICES AND EXHIBITS**

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Exhibit B	Sample Calculation of Adjustment Amount
Exhibit C	Form of Assignment and Assumption Agreement
Exhibit D	Form of Transition Services Agreement
Exhibit E	Form of Assignment of Easements
Exhibit F	Form of Assignment of Leases

Exhibit G Form of Special Warranty Deed

Exhibit H Form of Quitclaim Deed

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of July 27, 2025 (the “Effective Date”), by and between Piedmont Natural Gas Company, Inc., a North Carolina corporation (“Seller”), and Spire Inc., a Missouri corporation (“Buyer”).

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller’s right, title and interest in and to certain Purchased Assets as specified in this Agreement, upon the terms and subject to the conditions set forth herein;

WHEREAS, Seller desires to transfer to Buyer, and Buyer desires to assume from Seller, certain Assumed Obligations as specified in this Agreement, upon the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein made, and in consideration of the representations and warranties herein contained, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties, intending to become legally bound, hereby agree as follows:

### ARTICLE I DEFINITIONS

**1. Definitions.** As used in this Agreement, the following terms have the meanings specified in this Section 1.1:

“Accounting Principles” means the principles, policies, and procedures set out below:

(i) the accounting principles, practices, policies, judgments and methodologies set forth on Exhibit A;

(ii) solely to the extent not inconsistent with clause (i), the accounting principles, practices, policies, categorizations, classifications, procedures, assumptions, judgments, and methodologies as interpreted and used in the preparation of the balance sheet of the Business as of December 31, 2024; and

(iii) to the extent not addressed in clause (i) or (ii), GAAP as in effect on the Closing Date.

For the avoidance of doubt, in event of any conflict, clause (i) above shall take precedence over clauses (ii) and (iii), and clause (ii) shall take precedence over clause (iii).

“Adjustment Amount” means (a) the Net Working Capital Adjustment *plus* (b) the Capital Expenditures Adjustment *plus* (c) the Regulatory Assets and Liabilities Adjustment, which Adjustment Amount may be positive or negative.

“Adjustment Dispute Notice” has the meaning set forth in Section 3.2(c).

“Affiliate” has the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended.

“Agreement” has the meaning set forth in the Preamble.

“Allocable Amount” has the meaning set forth in Section 3.3.

“Alternative Financing” has the meaning set forth in Section 7.23(d).

“Ancillary Agreements” means the Confidentiality Agreement, each Assignment and Assumption Agreement, each Quitclaim Deed, each Special Warranty Deed, each Assignment of Easements, each Assignment of Leases, the Transition Services Agreement and each other agreement and instrument to be executed and delivered pursuant to this Agreement, including such transfer forms, notices or returns, if any, as are required to be delivered by applicable federal, state and local law in connection with the conveyance of the Real Property.

“Asset Taxes” means all ad valorem, real property Taxes, personal property Taxes, excise, sales, use, and similar Taxes based upon the operation or ownership of the Purchased Assets, Assumed Obligations and the Business, but excluding, for the avoidance of doubt, Taxes based on income or receipts and Transfer Taxes.

“Assignment and Assumption Agreement” means one or more assignment and assumption agreements, dated as of the Closing Date and substantially in the form set forth on Exhibit C.

“Assignment of Easements” means the assignments and assumptions of Seller’s right, title, and interest in the Purchased Easements to be executed and delivered by Seller and Buyer at the Closing, substantially in the form on Exhibit E (or in such other form as is required to be provided pursuant to the terms of such Purchased Easements and otherwise in form and substance mutually reasonably acceptable to each of Buyer and Seller) and subject to approval by a title company mutually reasonably acceptable to each of Buyer and Seller in the applicable counties.

“Assignment of Leases” means the assignments and assumptions of Seller’s right, title, and interest in the Leases to be executed and delivered by Seller and Buyer at the Closing, substantially in the form set forth on Exhibit F (or in such other form as is required to be provided pursuant to the terms of such Leases and otherwise in form and substance mutually reasonably acceptable to each of Buyer and Seller).

“Assumed Obligations” has the meaning set forth in Section 2.3.

“Balance Sheets” has the meaning set forth in Section 5.4.

“Base Purchase Price” has the meaning set forth in Section 3.1.

“Benefit Plan” has the meaning set forth in Section 5.18(a).

“Billed Revenues” means all outstanding bills to customers served by the Business that have not been paid as of the Effective Time less allowance for bad debt, which shall be calculated in the Ordinary Course of Business.

“Burdensome Condition” shall mean any undertakings, terms, conditions, liabilities, obligations, commitments or sanctions in connection with any Required Regulatory Approval that, individually or in the aggregate, has or would reasonably be expected to have a material adverse effect on the business, assets, properties, results of operations, or condition (financial or otherwise) of Buyer and its Affiliates taken as a whole, as contemplated to exist immediately after giving effect to the Transactions; *provided*, that for these purposes only, Buyer and its Affiliates, taken as a whole, shall be deemed to be a consolidated group of entities of the size and scale of a hypothetical company that is equal to the size of the Business as the Effective Date; *provided, further*, that any adverse effects related to the terms of any Alternative Financing shall be disregarded for purposes hereof and instead such adverse effect shall be determined as if the terms of the Debt Financing remained effective.

“Business” means the natural gas utility business conducted by Seller and its Affiliates serving customers in the Territory.

“Business Confidential Information” means confidential information, proprietary information and other Trade Secrets Exclusively Related to the Business, excluding any such information that relates to Business Employees or other current or former employees of Seller and its Affiliates.

“Business Day” means any day other than Saturday, Sunday, or any day on which banks in Charlotte, North Carolina or New York, New York are authorized by applicable Law to close.

“Business Employee” means those employees of Seller or an Affiliate who provide services to Seller and its Affiliates on behalf of the Business and are set forth on Schedule 7.11(a), as updated in accordance with Section 7.11(a).

“Business Intellectual Property” means (a) all Intellectual Property owned or purported to be owned by or exclusively licensed to Seller or its Affiliates that is Exclusively Related to the Business and (b) the Business Marks, but excluding any other Trademarks and any Excluded IP.

“Business Marks” means the business or trade names and Trademarks that include or comprise the term “Nashville Gas” or “NashvilleGas” and any derivations, adaptations, translations or abbreviations thereof.

“Buyer” has the meanings set forth in the Preamble.

“Buyer Indemnified Parties” has the meaning set forth in Section 7.18(a).

“Buyer Required Amount” has the meaning set forth in Section 6.4(a).

“Buyer Savings Plan” has the meaning set forth in Section 7.12(d).

“Buyer’s Counsel” has the meaning set forth in Section 10.17(b).

“Buyer’s Knowledge” or words to similar effect, means the actual knowledge, and the knowledge such persons would reasonably be expected to obtain if each of them had made due inquiry of their direct reports, of the Persons set forth on Schedule 1.1-A.

“Capital Expenditures” means any capital expenditures incurred by Seller or its Affiliates related to the Business of the type set forth in the Capital Expenditures Budget and calculated in accordance with the past practice of the Business applying the same cost components, classifications and capitalization policies that were used in preparing the Capital Expenditures Budget. For the avoidance of doubt, actual Capital Expenditures shall include capital expenditures amounts recorded within current liabilities as of the Effective Time.

“Capital Expenditures Adjustment” means an amount, which may be positive or negative, equal to: (a)(i) any actual Capital Expenditures made by Seller with respect to the Business for the period between January 1, 2025 and December 31, 2025 *minus* (ii) Target 2025 Capital Expenditures (in each case, prorated for the partial year in the case of clause (ii) to the extent the Closing Date occurs prior to December 31, 2025) *plus* (b) if the Closing Date is after December 31, 2025, (i) the actual Capital Expenditures made by Seller with respect to the Business between January 1, 2026 and the earlier of (x) the Closing Date and (y) March 31, 2026 *minus* (ii) Target 2026 First Quarter Capital Expenditures (in each case, prorated for the partial quarter in the case of clause (ii) to the extent the Closing Date occurs prior to March 31, 2026) *plus* (c) if the Closing Date is after March 31, 2026, any actual Capital Expenditures made by Seller with respect to the Business for the period between April 1, 2026 and the Closing Date.

“Capital Expenditures Budget” has the meaning set forth in Section 7.1(b)(ix).

“Cash and Cash Equivalents” means all cash, certificates of deposit, checks, money orders, commercial paper, treasury bills and notes, marketable securities, and other cash equivalents of the Business.

“CBA Employees” has the meaning set forth in Section 7.11(a).

“Claims” means any and all administrative, regulatory, or judicial actions or causes of action, suits, petitions, proceedings (including arbitration proceedings), investigations, inquiries, hearings, demands, demand letters, claims, or notices or other allegations of noncompliance or violation delivered by any Governmental Entity or other Person.

“Closing” has the meaning set forth in Section 4.1.

“Closing Date” has the meaning set forth in Section 4.1.

“Closing Net Working Capital” means, as of the Effective Time and without duplication, the aggregate current assets of the Business that are included in the Purchased Assets *minus* the aggregate current liabilities of the Business that are included in the Assumed Obligations, in each case (i) as determined in accordance with the Accounting Principles, (ii) including only the general ledger accounts set forth in the Sample Calculation of Adjustment Amount attached on Exhibit B and (iii) excluding the Excluded Assets and Excluded Liabilities.

“Closing Payment Amount” has the meaning set forth in Section 3.2(a).

“Closing Regulatory Assets” means, as of the Effective Time and without duplication, the aggregate regulatory assets of the Business that are included in the Purchased Assets, in each case (i) as determined in accordance with the Accounting Principles, (ii) including only the general ledger accounts set forth in the Sample Calculation of Adjustment Amount attached on Exhibit B and (iii) excluding the Excluded Assets and Excluded Liabilities.

“Closing Regulatory Liabilities” means, as of the Effective Time and without duplication, the aggregate regulatory Liabilities of the Business that are included in the Assumed Obligations, in each case (i) as determined in accordance with the Accounting Principles, (ii) including only the general ledger accounts set forth in the Sample Calculation of Adjustment Amount attached on Exhibit B and (iii) excluding the Excluded Assets and Excluded Liabilities.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collective Bargaining Agreements” has the meaning set forth in Section 5.9(a)(iii).

“Compliant” means, in respect of Required Information, that (i) such information does not, taken as a whole, contain any untrue statement of material fact, or, taken as a whole, omit to state any material fact necessary to make the statements in such Required Information, in light of the circumstances under which they were made, not misleading, (ii) such information (including financial information) is compliant in all material respects with all applicable requirements of Regulation S-X and Regulation S-K under the Securities Act that are applicable to offerings of securities on an automatic shelf registration statement of Buyer on Form S-3, (iii) Seller Parent’s auditor shall not have withdrawn, or advised Seller Parent in writing that they intend to withdraw, any audit opinion with respect to any financial information contained in the Required Information (as applicable), (iv) Seller Parent has not determined to undertake a restatement of any historical financial statements contained in the Required Information of Seller Parent or that any such restatement is under consideration, (v) with respect to any interim financial statements, such interim financial statements have been reviewed by the Seller’s auditors as provided in the procedures specified by the Public Company Accounting Oversight Board in AS 4105, and (vi) the combined financial statements and other financial information included in such Required Information are sufficient to permit the Financing Parties (including underwriters, placement agents or initial purchasers) to receive customary comfort letters from Seller Parent’s independent auditors, including as to customary negative assurances and change period (it being understood that monthly financial statements will not be separately prepared), in order to consummate any offering of debt, equity, equity-linked or equity-backed securities.

“Confidentiality Agreement” means that certain letter agreement regarding confidentiality by and between Seller Parent and Buyer, dated March 28, 2025.

“Continuation Period” has the meaning set forth in Section 7.12(a).

“Continuing Credit Support” has the meaning set forth in Section 7.25.

**“Contract”** means any legally binding contract or agreement, but excluding: (i) non-binding supplements or addenda (including those created by Seller for its internal business purposes), (ii) any Order, Franchise, Easement, or Permit and (iii) any Benefit Plan.

**“Controlled Group Liabilities”** means any and all Liabilities (i) under any Multiemployer Plan, (ii) under Title IV of ERISA, (iii) under Section 302 of ERISA or Section 412 and 4971 of the Code, and (iv) as a result of the failure to comply with the continuation of coverage requirements of ERISA Section 601 et seq., and Section 4980B of the Code.

**“Credit Support”** means, collectively, all obligations and liabilities relating to, arising out of or in connection with any guaranties, letters of credit, comfort letters, surety bonds, support agreements and other credit support of a comparable nature provided or maintained by Seller or any Affiliate thereof to the extent related to the Business.

**“Customary Post-Closing Consents”** means consents and approvals from Governmental Entities or other Third Parties for the assignment of the Purchased Assets to Buyer that are customarily obtained after the assignment of properties similar to the Purchased Assets at or after the Closing, including, for the avoidance of doubt, crossing agreements (including railroad, highway, and pipeline crossings and rights of way), easements on property owned by Governmental Entities, and Environmental Permits.

**“Customer”** means any past, present or future customer of the Business, including any industrial, commercial, governmental or residential customer of the Business.

**“Data Processor”** means any Person that Processes Seller Data on behalf of or at the direction of the Seller, including, but not limited to, a “service provider,” “contractor,” or “processor,” as those terms are defined by applicable privacy and data security Laws.

**“Debt Financing”** has the meaning set forth in Section 6.4(b).

**“Debt Financing Agreements”** has the meaning set forth in Section 7.23(a).

**“Debt Financing Commitment Letters”** has the meaning set forth in Section 6.4(b).

**“Debt Financing Source Provisions”** means Section 10.5 and Section 10.18.

**“Debt Financing Sources”** shall mean shall mean the agents, arrangers, lenders and other entities (other than Buyer or any of its Affiliates) that have committed to provide or arrange or otherwise entered into agreements in connection with all or any part of the Debt Financing or the Alternative Financing in connection with the Transactions, including the parties to any joinder agreements, indentures, note purchase agreements or credit agreements entered into in connection therewith, together with their respective Affiliates and their respective Affiliates’ officers, directors, employees, controlling persons, agents and representatives and their respective successors and assigns.

**“Disputed Items”** has the meaning set forth in Section 3.2(d).

**Easements** means all of Seller's and any of its Affiliate's right, title, and interest in and to all servitudes, easements, crossing agreements (including railroad, highway, utility and pipeline crossings and rights-of-way), service agreements, surface rights, rights-of-way, leases, licenses, orders of possession and other property right awards resulting from eminent domain, access (ingress and egress) and similar use, transmission, distribution and access rights (and all related connections, delivery points, flanges and pipelines for the same) of, or leased, obtained, maintained or granted to, Seller or its Affiliates Located Within the Territory and Primarily Related to the Business, whether appurtenant or in gross, including as the same have been recorded in the register of deeds in the applicable counties (but excluding, for the avoidance of doubt, Permits and Franchises).

**Effect** has the meaning set forth in the definition of "Material Adverse Effect" in this Section 1.1.

**Effective Date** has the meaning set forth in the Preamble.

**Effective Time** has the meaning set forth in Section 4.1.

**Encumbrance** means any mortgage, deed of trust, security interest, pledge, lien, collateral security agreement, Uniform Commercial Code financing statement, reservation, equitable interest, charge, preference, priority, title defect, lease, sublease, conditional sale or other title retention agreement, right of first refusal, right of first offer, hypothecation, covenant, condition, servitude, right of way, encroachment, variance, option, warrant, claim, community property interest, right of others, proxy, restrictive covenant, restriction (including any restriction on use, voting, transfer, ownership, alienation, receipt of income or exercise of any other attribute of ownership), voting trust, matter of record, easement or encumbrance of any kind.

**Environment** means the indoor or outdoor environment, including all or any of the following: soil, land surface and subsurface strata, soil vapor, surface or subsurface waters, groundwater, drinking water supply, sediments, ambient or indoor air, plant and animal life, and any natural resource.

**Environmental Claims** means any and all Claims arising pursuant to any Environmental Laws or Environmental Permits, or arising from the presence, Release or threatened Release into the Environment of any Hazardous Materials, or arising from exposure to or transportation or disposal of, any Hazardous Materials, including any and all Claims for enforcement, investigation, monitoring, cleanup, remediation, removal, response, abatement, natural resource damages, bodily injury, property damage, or death, or other actions or damages, contribution, indemnification, cost recovery, compensation, or injunctive relief pursuant to any Environmental Law.

**Environmental Laws** means all Laws relating to the protection of human health or safety (as it relates to the handling of, or exposure to, Hazardous Materials), pollution or the Environment, including Laws relating to the exposure to, or Release or threatened Release of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, import,

registration, labeling, use, treatment, storage, transport, disposal, or handling of Hazardous Materials.

“Environmental Permits” means all Permits issued under or with respect to applicable Environmental Laws.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“Estimated Purchase Price” has the meaning set forth in Section 3.2(a).

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Claims” has the meaning set forth in Section 7.18(d).

“Excluded Information” means any (i) pro forma financial statements and information, including post-Closing or pro forma cost savings, synergies, capitalization, ownership or other pro forma adjustments, (ii) any financial projections, (iii) description of all or any portion of the Debt Financing, including any “description of notes,” and other information customarily provided by Debt Financing Sources or their counsel, (iv) risk factors relating to all or any component of the Debt Financing, (v) “MD&A” section to be contained in any document prepared in connection with the Debt Financing and (vi) other information required by Rules 3-05, 3-09, 3-10, 3-16 and Article 13 of Regulation S-X, the Compensation Discussion and Analysis or other information required by Item 10, Item 402 or Item 601 of Regulation S-K, XBRL exhibits and the executive compensation and related person disclosure rules related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A.

“Excluded IP” means the Intellectual Property set forth on Schedule 1.1-B.

“Excluded IT” means the IT Assets set forth on Schedule 1.1-C.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Exclusively Related to the Business” means exclusively related to, arising from, used in or held for use in the Business or the Purchased Assets; *provided* that any *de minimis* usage of an asset for purposes unrelated to the Business shall not, in and of itself, result in an asset (or any related Liability) being deemed not Exclusively Related to the Business.

“Fee Letters” has the meaning set forth in Section 6.4(b).

“FERC” means the Federal Energy Regulatory Commission, or any successor thereto.

“FERC Filing” means a petition for waiver of FERC regulations or policies to facilitate the permanent release or assignment to Buyer of the interstate natural gas transportation capacity and related gas supply agreements used in the Business within the Territory.

“Final Allocation” has the meaning set forth in Section 3.3.

“Final Purchase Price” has the meaning set forth in Section 3.2(e).

“Financial Statements” has the meaning set forth in Section 5.4.

“Franchise” means each franchise, agreement, ordinance, statutory right, or other grant by a municipality, town, county, parish, or other local Governmental Entity or state Governmental Entity that provides the Business the right to operate a natural gas utility system in such jurisdiction.

“Fraud” means a knowing misrepresentation of a material fact or concealment of a material fact by a Party with respect to any representations or warranty by the Party in Article V or Article VI or in any certificate delivered by a Party pursuant to Section 8.2(c) or Section 8.3(c), as applicable (but not, for the avoidance of doubt, in any other actual or alleged representation or warranty made orally or in writing), which is made or concealed with the specific intent of inducing another Party to act or refrain from acting in reliance on it, and upon which such other Party has reasonably relied (and does not include any fraud claim based on constructive knowledge, negligent misrepresentation, recklessness or a similar theory) and suffered damage as a proximate result thereof.

“GAAP” means United States generally accepted accounting principles applied on a consistent basis.

“Gas Inventory” has the meaning set forth in Section 2.1(c).

“Good Utility Practice” means (a) the practices, methods and acts generally engaged in or approved by a significant portion of natural gas distribution utilities operating in the southeastern region of the United States during the relevant time period, or (b) the practices, methods and acts, that, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would reasonably have been expected to accomplish the desired result in a manner compliant with requirements of applicable Law, at a reasonable cost, and consistent with reliability, safety, environmental protection, economy and expedition; *provided* that in the case of both clause (a) and clause (b), Good Utility Practice is not intended to be limited to the optimum practices, methods or acts, to the exclusion of all others, but rather is intended to include a spectrum of practices, methods or acts generally acceptable in such region during the relevant period in light of the circumstances.

“Governing Documents” of a Party means the articles or certificate of incorporation and bylaws, or comparable governing documents, of such Party.

“Governmental Entity” means the United States of America and any other federal, state, county, parish, city, municipal, local or foreign government or political subdivision or regulatory authority, department, agency, commission, body, court, tribunal, legislature, executive, or other governmental or quasi-governmental entity, or any subdivision, department or branch of any of the foregoing, including, for the avoidance of doubt, TPUC and FERC.

**“Hard Consent”** means any consent to assignment with respect to which the failure to obtain such consent would (i) cause the assignment to Buyer of the Purchased Assets (or portion thereof affected thereby) to be void or voidable or otherwise result in a material loss of the benefits thereof, (ii) cause the termination of, or material breach or default under, the instrument subject to the consent under the express terms thereof or (iii) permit the holder of the consent the right to terminate such instrument; *provided, however,* that a “Hard Consent” will not include any Required Regulatory Approval.

**“Hazardous Material”** means any chemicals, materials, substances, or wastes which are defined as or included in the definition of “hazardous substance,” “hazardous material,” “hazardous waste,” “solid waste,” “toxic substance,” “extremely hazardous substance,” “pollutant,” “contaminant,” or words of similar import under, or for which Liability or standards of conduct may be imposed pursuant to, any applicable Environmental Laws, including any petroleum, petroleum products (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel (or mixtures of natural gas and such synthetic gas), per- and polyfluoroalkyl substances, oil and gas exploration or production waste, polychlorinated biphenyls, asbestos containing materials, mercury, and lead based paints.

**“HSR Act”** means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

**“HSR Filing”** means an appropriate filing of a Notification and Report Form pursuant to the HSR Act and the expiration or earlier termination of all waiting periods (and any extensions thereof) under the HSR Act applicable to the Transactions.

**“Included Franchises”** has the meaning set forth in Section 2.1(p).

**“Income Statements”** has the meaning set forth in Section 5.4.

**“Indebtedness”** means, with respect to a Person, and without duplication, all obligations of such Person (i) for indebtedness for borrowed money; (ii) evidenced by notes, bonds (including performance bonds and surety bonds), debentures or similar instruments; (iii) for deferred or unpaid purchase or acquisition price of property or services (including “earn-outs,” “seller-notes” and any post-closing true-up obligations with respect to the acquisition of any business, assets or securities), other than trade accounts payable arising, and accrued expenses incurred, in the Ordinary Course of Business; (iv) the guaranty or other assumption of liability for, or grant of an Encumbrance or provision of collateral to secure, the obligations of any other Person; (v) finance lease obligations; (vi) all reimbursement and other obligations (contingent or otherwise) in respect of letters of credit or similar instruments; (vii) in respect of interest rate protection agreements, foreign currency exchange agreements or other interest or exchange rate hedging agreements; and (viii) for all interest, whether accrued for or not, prepayment premiums or penalties or breakage fees related to any of the foregoing. The term “Indebtedness” shall exclude any amounts included in the calculation of the Adjustment Amount. For the avoidance of doubt, “Indebtedness” shall not include any Taxes.

**“Indemnified Parties”** has the meaning set forth in Section 7.18(b).

“Independent Accounting Firm” means KPMG LLP, but if such firm refuses or is otherwise unable to accept the appointment, then any other independent accounting firm of national reputation mutually appointed by Seller and Buyer with significant experience in resolving purchase price disputes; *provided, however*, that if the Parties are unable to so agree, each Party shall select an accounting firm of national reputation, and such accounting firms shall mutually agree upon and appoint a third independent accounting firm of national reputation, which shall be the Independent Accounting Firm.

“Intellectual Property” means all intellectual property and proprietary rights arising under the Laws any jurisdiction, whether registered or unregistered, including all (i) patents and patent applications, (ii) Trademarks, social media accounts and domain-name registrations; (iii) copyrights, works of authorship and copyrightable subject matter (including rights in software) and registrations, applications, extensions and renewals thereof; and (iv) trade secrets under applicable Law and other intellectual property rights in confidential or proprietary information and know-how, including technologies, databases, processes, ideas, techniques, protocols, methods, models, algorithms, layouts, blueprints, specifications, strategies, customer lists, supplier lists, business plans and inventions (whether or not patentable or reduced to practice) (collectively, “Trade Secrets”).

“Interests” with respect to any Person means shares, partnership interests, limited liability company interests or any other equity interests in such Person.

“Interim Period” has the meaning set forth in Section 7.1(a).

“Inventory” has the meaning set forth in Section 2.1(d).

“IT Assets” has the meaning set forth in Section 2.1(e).

“Knowledge” means, with respect to Seller, Seller’s Knowledge, and with respect to Buyer, Buyer’s Knowledge, as the context may require.

“Large Volume Meters” has the meaning set forth in Section 3.5.

“Law” means any and all federal, state, provincial, municipal, local or similar United States or foreign laws, statutes, constitutions, rules, regulations, judgments, decrees, codes, ordinances, Orders and rulings of any Governmental Entity (including applicable common law).

“Leased Real Property” has the meaning set forth in Section 2.1(a).

“Leases” has the meaning set forth in Section 2.1(a).

“Leave Employee” has the meaning set forth in Section 7.11(a).

“Legal Restraint” has the meaning set forth in Section 8.1(b).

“Liabilities” means all liabilities, adverse claims, risks, commitments, and obligations of whatever kind and nature, primary or secondary, direct or indirect, asserted or unasserted,

absolute or contingent, matured or unmatured, liquidated or unliquidated, known or unknown, whether or not accrued whenever or however arising (including whether arising out of any contract, tort, or based on negligence or strict liability and whether or not reflected or required to be reflected on the financial statements of a Person).

“Listed Consents” has the meaning set forth in Section 7.19(a).

“Located Within” means, with respect to any tangible asset or Liability, such asset or Liability is physically located within the subject geographical region.

“Losses” means all losses, Liabilities, costs, expenses (including the costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements, and compromises relating thereto, reasonable out-of-pocket attorneys’ fees, reasonable disbursements, interest, penalties and all reasonable and out-of-pocket expenses incurred in investigating, preparing or defending against any litigation commenced or threatened or any Claim or Order in connection therewith), settlement payments, awards, judgments, fines, penalties, damages, deficiencies, interest, Taxes, or other charges of any kind.

“Material Adverse Effect” means (a) with respect to the Business, any effect, change, event, condition or development (each, an “Effect”) that, individually or in the aggregate with any other Effects, has had or would reasonably be expected to have a material adverse effect on the business, assets, properties, results of operations, or condition (financial or otherwise) of the Business, taken as a whole, but shall not include an Effect that results from or arises out of: (i) the announcement or pendency of this Agreement and the Transactions, or the performance of this Agreement or any Ancillary Agreement and the Transactions, including any adverse change in customer, supplier, governmental, landlord, employee, or similar relationships resulting therefrom or with respect thereto; (ii) factors generally affecting the international, national, or regional economy, financial markets, capital markets, including changes in interest rates and currency exchange rates, or commodities markets or tariffs; (iii) any change in regulatory or political conditions; (iv) any issuance of or change in Law or Order (other than a Law adopted or an Order issued specifically with respect to the Business, the Purchased Assets, Assumed Obligations or the Transactions); (v) any change in GAAP or in the generally applicable principles used in the preparation of the financial statements as required by the TPUC; (vi) any changes or developments in national, regional, state, or local wholesale or retail markets for natural gas or related products, including those due to actions by competitors or due to changes in commodities prices or hedging markets therefor; (vii) any changes or developments in national, regional, state, or local natural gas transmission or distribution systems; (viii) any changes or developments in national, regional, state, or local wholesale or retail natural gas prices; (ix) any actions taken or omitted to be taken by or at the written request or with the prior written consent of Buyer, or as expressly permitted or expressly prescribed under this Agreement; (x) any changes in global or national political conditions, including the outbreak or escalation of hostilities or acts of war (whether or not declared, and including the war in Ukraine and conflict in the Middle East (including involving Israel)), military conflict, sabotage, or acts of terrorism; (xi) any natural disaster, changes in weather or climate, or acts of God or any escalation or worsening thereof; (xii) any matters that are cured or no longer exist by the earlier

of Closing and the termination of this Agreement; (xiii) any epidemic, pandemic, or disease outbreak (including the COVID-19 Pandemic); (xiv) any failure of the Business to meet any projections, business plans, or forecasts, including forecasted natural gas demand (*provided*, that this clause (xiv) shall not prevent a determination that any change or effect underlying such failure to meet projections, business plans, or forecasts has resulted in a Material Adverse Effect (to the extent such change or effect is not otherwise excluded from this definition of Material Adverse Effect)); and (xvi) seasonal fluctuations; *provided, however*, that the items set forth in clauses (ii), (iii), (iv), (v), (vi), (vii), (x), (xi), and (xiii) above shall be taken into account in determining whether a “Material Adverse Effect” has occurred or would reasonably be expected to occur solely to the extent such items have a substantially disproportionate effect on the Business relative to other gas utility businesses operating in the southeastern region of the United States; and (b) with respect to Seller, any event, occurrence, or circumstance that would reasonably be expected to prevent or materially delay the performance by Seller or its Affiliates of its obligations under this Agreement, or the consummation of the Transactions.

“Material Contract” has the meaning set forth in Section 5.9(a).

“Material Gas Contract” has the meaning set forth in Section 7.8(b).

“Modified Conveyance Document” has the meaning set forth in Section 4.5.

“Multiemployer Plan” has the meaning set forth in Section 5.18(c)(iii).

“Must-Cure Item” means any mortgage or deed of trust, delinquent tax, judgment lien or mechanic’s lien that was caused by any action or omission of Seller or any of its Affiliates.

“Net Working Capital Adjustment” means (a) Closing Net Working Capital *minus* (b) Target Net Working Capital. The Net Working Capital Adjustment shall be reflected as (i) an increase to the Base Purchase Price if the Closing Net Working Capital is greater than the Target Net Working Capital and (ii) a decrease to the Base Purchase Price if the Closing Net Working Capital is less than the Target Net Working Capital.

“Nonassignable Asset” has the meaning set forth in Section 7.19(b)(i).

“Notifying Party” has the meaning set forth in Section 7.22(a).

“Order” means any order, decision, judgment, writ, injunction, decree, directive, or award of a court, administrative judge or other Governmental Entity, whether acting in an adjudicative, administrative, or regulatory capacity or otherwise, or of an arbitrator with applicable jurisdiction over the subject matter, whether civil, criminal or administrative, made, issued, entered or rendered.

“Ordinary Course of Business” means, with respect to the Business, the ordinary course of business of the Business consistent with past practices in all material respects, including the Pandemic Measures and any other action taken, or omitted to be taken, in response to a Pandemic.

“Owned Real Property” has the meaning set forth in Section 2.1(a).

“Pandemic” means any epidemic, pandemic, or disease outbreak, including the COVID-19 or SARS-CoV-2 virus (or any mutation or variation thereof) or related or associated epidemics, pandemics, or disease outbreaks.

“Pandemic Measures” means any reasonable actions taken or not taken to respond to any impact or probable impact on the Business due to a Pandemic or measures taken to comply with Laws, Orders, recommendations, guidelines, and directives issued by any applicable Governmental Entity or industry group relating a Pandemic, including the Coronavirus Aid, Relief and Economic Security Act (CARES Act), in each case, including reasonable changes in relationship with employees, customers, and suppliers.

“Party” means Buyer or Seller, as indicated by the context, and “Parties” means Buyer and Seller.

“Permits” means all permits, certifications, licenses, registrations, exemptions, approvals, consents, waivers, or other authorizations of Governmental Entities issued under or with respect to applicable Laws or Orders. For the avoidance of doubt, “Permits” excludes Franchises and Real Property.

“Permitted Encumbrances” means (i) those Encumbrances set forth on Schedule 1.1-D; (ii) liens for Taxes not yet overdue by more than thirty (30) days or the validity or amount of which is being contested in good faith by appropriate proceedings, in each case, for which appropriate reserves have been established in accordance with GAAP; (iii) construction, mechanics’, materialmen’s, carriers’, workers’, repairers’, landlords’, and other similar liens, including all statutory liens, arising or incurred in the Ordinary Course of Business, or pledges, deposits, or other liens securing the performance of bids, tenders, trade Contracts, leases, or other agreements, including rent security deposits, surety and appeal bonds, performance bonds or similar obligations (including workers’ compensation, unemployment insurance, or other social security legislation), in each case, not yet due and payable or the validity or amount of which is being contested in good faith by appropriate proceedings, in each case, for which appropriate reserves have been established in accordance with GAAP; (iv) Permits and all applicable variances, building codes and zoning, entitlement, restriction, and other land use or similar ordinances and environmental regulations and all other applicable Law; (v) all Encumbrances arising under Orders related to the Business or Purchased Assets which have been issued by any Governmental Entities; (vi) with respect to Real Property, any encroachments that do not, and would not reasonably be expected to individually or in the aggregate, materially interfere with the operation of the Business; (vii) with respect to Leased Real Property: (a) Encumbrances existing under or as a result of any Leases of Real Property set forth in the applicable lease (or ancillary documents) or otherwise expressly identified in the Seller Disclosure Schedules or (b) the interests and rights of the respective lessors with respect thereto and all Encumbrances to which such lessors’ interests and rights in such Leased Real Property are subject, in each case, not materially interfering with the use or occupancy of such Leased Real Property; (viii) Encumbrances created by or through Buyer as of the Closing (including pursuant to this Agreement); (ix) with respect to Real Property, any title defect or irregularity resulting from the

failure to record any lease, sublease, easement or other instrument (but excluding any vesting deed of any Owned Real Property), which would not reasonably be expected to, individually or in the aggregate, materially interfere with the operation of the Business; (x) matters affecting any of the Real Property which would be disclosed on current title reports, by an accurate survey or inspection of any land, buildings, improvements, and fixtures erected thereon and all appurtenances related thereto, or that are otherwise disclosed in any real property files that have been made available to Buyer, provided such matters, individually or in the aggregate, would not materially impair the present use of such Real Property; (xi) any license to Business Intellectual Property granted by Seller or its Affiliates in the Ordinary Course of Business (excluding any license of any Business Mark); (xii) statutory or contractual liens of lessors or liens on the lessor's interest, in each case, not materially interfering with the use or occupancy of such Leased Real Property; (xiii) any Encumbrance that is discharged by Seller at or prior to Closing; (xiv) the Listed Consents; (xv) all rights with respect to the ownership, mining, extraction and removal of oil, gas or minerals of whatever kind and character (including any rights to gravel, hard rock aggregate or water extraction) that have existed or reserved prior to the date hereof in the public records; (xvi) Encumbrances arising out of judgments or other proceedings being contested in good faith through appropriate proceedings and expressly identified in the Seller Disclosure Schedules and for which appropriate reserves have been established in accordance with GAAP; (xvii) any restriction on transfer imposed by applicable federal and state securities Laws; (xviii) Encumbrances arising from a Uniform Commercial Code financing statement that was filed solely as a precautionary measure in connection with leases or consignment of goods or with respect to any other Permitted Encumbrances; and (xix) such other Encumbrances that do not, individually or in the aggregate, materially interfere with Buyer's operation of the Business or use of any of the Purchased Assets in the manner currently used.

“Person” means any individual, partnership, limited liability company, joint venture, corporation, joint stock company, trust, estate, unincorporated organization, Governmental Entity, or other similar entity or association.

“Personal Data” means “personal data,” “personal information,” “protected health information,” “nonpublic personal information,” or other similar terms as defined by applicable privacy and data security Laws.

“Post-Closing Adjustment Statement” has the meaning set forth in Section 3.2(b).

“Post-Closing Tax Period” means any taxable period beginning on or after the Closing Date and the portion of any Straddle Period beginning on the Closing Date (such Taxes for a Straddle Period to be allocated in accordance with Section 3.4(b) and (c)).

“Pre-Closing Return” has the meaning set forth in Section 7.10(b).

“Pre-Closing Tax Contest” has the meaning set forth in Section 7.10(d).

“Pre-Closing Tax Period” means any taxable period ending prior to the Closing Date and the portion of any Straddle Period that ends on the day prior to the Closing Date (such Taxes for a Straddle Period to be allocated in accordance with Section 3.4(b) and (c)).

“Preliminary Adjustment Statement” has the meaning set forth in Section 3.2(a).

“Primarily Related to the Business” means primarily related to, arising from, used in or held for use in the Business or the Purchased Assets.

“Processing,” “Process,” or “Processed” means any collection, access, acquisition, storage, protection, use, recording, maintenance, operation, dissemination, re-use, disposal, disclosure, re-disclosure, deletion, destruction, sale, transfer, modification, or any other processing (as defined by applicable privacy or data security Laws) of Seller Data or IT Assets.

“Purchase Price” has the meaning set forth in Section 3.1.

“Purchased Assets” has the meaning set forth in Section 2.1.

“Purchased Documents” means books of account, ledgers, general, financial and accounting records, environmental records, files, data, databases, invoices, customer and supplier lists, other distribution lists, Tax records (other than income Tax records of the Seller or its Affiliates), and customer billing and credit records (or portions thereof), in each case, to the extent related to the Purchased Assets, the Assumed Obligations, or the Business, that Seller has retained and that are in the possession and control of Seller or its Affiliates as of the Closing Date, for the avoidance of doubt, solely in the form in which they exist as of the Closing Date; *provided*, that the term “Purchased Documents” excludes: (i) such portions of any of the foregoing materials to the extent related to the Excluded Assets or Excluded Liabilities; (ii) any of the foregoing materials that Seller was permitted to destroy prior to the Effective Date in accordance with its standard document retention policies; (iii) information that Seller determines with advice of counsel, which may be internal counsel, if provided to Buyer, would violate any applicable Law or Order; (iv) any valuations of or related to the sale of the Business, the Purchased Assets, or the Assumed Obligations; (v) any human resources records, except as set forth in Section 7.11(b); (vi) any of the foregoing materials to the extent related to any Benefit Plans; or (vii) any of the foregoing materials to the extent subject to the attorney client privilege, attorney work product privilege, or other applicable legal privilege of Seller or any of its Affiliates or Representatives.

“Purchased Easements” has the meaning set forth in Section 2.1(a).

“Quitclaim Deed” means the quitclaim deed or deeds to be executed and delivered by Seller at the Closing, substantially in the form set forth on Exhibit H, subject to approval by a title company reasonably acceptable to each of Buyer and Seller in the applicable counties, with respect to the Owned Real Property located in the Territory.

“Real Property” has the meaning set forth in Section 2.1(a).

“Real Property Objection” has the meaning set forth in Section 7.27(b).

“Regulatory Assets and Liabilities Adjustment” means (a) the difference between (i) the Closing Regulatory Assets *minus* (ii) the Target Regulatory Asset Amount *minus* (b) the

difference between (i) the Closing Regulatory Liabilities (expressed as a positive amount) *minus* (ii) the Target Regulatory Liability Amount.

“Regulatory Counsel” has the meaning set forth in Section 10.17(c).

“Regulatory Matters” has the meaning set forth in Section 10.17(c).

“Regulatory Order” means (a) any Order made available to the Buyer (including if such Order is publicly available) and issued by the TPUC that affects or governs the rates, services, or other utility operations of the Business and (b) any Order issued by the TPUC in connection with the Required Regulatory Approvals.

“Related Persons” has the meaning set forth in Section 10.16.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, abandoning, or disposing of Hazardous Materials on, into or through the Environment.

“Remedial Work” has the meaning set forth in Section 7.26.

“Remedy Exceptions” has the meaning set forth in Section 5.2.

“Representatives” means, with respect to any Person, the officers, directors, managers, employees, agents, accountants, consultants, attorneys, advisors, bankers, and other representatives of such Person and its Affiliates.

“Required Information” means (i) (a) the audited consolidated balance sheets of the Business as of December 31, 2023 and December 31, 2024 and for each fiscal year of the Business occurring after the date hereof and ended at least seventy-five (75) days prior to Closing, which may be prepared on a carve-out basis; (b) the audited consolidated statements of operations and comprehensive income for the fiscal years ended December 31, 2023 and December 31, 2024 and for each fiscal year of the Business occurring after the date hereof and ended at least seventy-five (75) days before Closing, which may be prepared on a carve-out basis; and (c) the unaudited interim condensed consolidated balance sheets of the Business and the related unaudited consolidated statements of operations, comprehensive income cash flows and changes in equity as of September 30, 2025 and for the nine-month periods ended September 30, 2025 and 2024, and for the three-month period ended December 31, 2024, and to the extent any audited financial statements are delivered pursuant to the foregoing clauses (i) (a) and (b) for the year ending December 31, 2025, as of and for each of the fiscal quarters (that is not a fiscal year-end) ending thereafter and at least forty-five (45) days prior to Closing, in each case, which may be prepared on a carve-out basis; and (ii) such other pertinent and customary information (including financial information and financial data) regarding the Business as may be reasonably requested with specificity and in writing by Buyer to the extent such information is of the type and form required in a registration statement on Form S-3 by Regulation S-X and Regulation S-K under the Securities Act for registered offerings of securities at such time, or of the type customarily included in registration statements, offering memoranda, private placement

memoranda, prospectuses and similar documents for a registered securities offering, senior secured bank financing or offering of debt, equity, equity-linked or equity-backed securities pursuant to Rule 144A under the Securities Act or Section 4(a)(2) of the Securities Act, as applicable, subject to exceptions customary for such financings. Notwithstanding anything to the contrary in this definition, the Required Information shall not include any Excluded Information.

“Required Regulatory Approvals” means: (i) the filings by Seller and Buyer required by the HSR Act and the expiration or earlier termination of all waiting periods (and any extensions thereof) under the HSR Act applicable to the Transactions and (ii) approval of the TPUC Application.

“Retained Agreements” has the meaning set forth in Section 2.2(f).

“Reverse Termination Fee” has the meaning set forth in Section 9.3(b).

“RWI Policy” has the meaning set forth in Section 6.8.

“Sanctions” has the meaning set forth in Section 5.14(c).

“SEC” means the United States Securities and Exchange Commission.

“Seller” has the meaning set forth in the Preamble.

“Seller Data” means all data, information, and data compilations contained in the IT Assets or any databases owned or used in the operation of the Business by Seller, including Personal Data and confidential information, that are used by, or necessary to the operation of, the Business.

“Seller Disclosure Schedules” means, collectively, all Schedules to be provided by Seller pursuant to this Agreement.

“Seller Fundamental Representations” means the representations and warranties contained in Section 5.1 (Organization and Good Standing), Section 5.2 (Authority and Enforceability) and Section 5.22 (Brokers and Finders).

“Seller Indemnified Parties” has the meaning set forth in Section 7.18(b).

“Seller Mark Use Period” has the meaning set forth in Section 7.15(a).

“Seller Marks” means the business or trade names and Trademarks (other than the Business Marks), owned, used, or held for use, by Seller or its Affiliates, including all business or trade names and Trademarks that include or comprise the term “Duke”, “Duke Energy”, “Piedmont” or “Piedmont Natural Gas”, alone or in combination with other words or elements, and any derivations, adaptations, translations or abbreviations thereof.

“Seller Parent” means Duke Energy Corporation, a Delaware corporation.

“Seller Parties” has the meaning set forth in Section 7.14.

“Seller Savings Plan” has the meaning set forth in Section 7.12(d).

“Seller’s Counsel” has the meaning set forth in Section 10.17(a).

“Seller’s Knowledge” or words to similar effect, means the actual knowledge, and the knowledge such persons would reasonably be expected to obtain if each of them had made due inquiry of their direct reports, of the Persons set forth on Schedule 1.1-E.

“Shared Contract” means any Contract (a) between Seller or any of its Affiliates, on the one hand, and any Third Party, on the other hand, that relates, on one hand, to the Business, and, on the other hand, to: (i) any business other than the Business conducted by Seller or any of its Affiliates; (ii) any Excluded Asset; or (iii) any Excluded Liability and (b) that is not Exclusively Related to the Business.

“Shared Policies” has the meaning set forth in Section 7.13(b).

“Special Warranty Deed” means the special warranty deed or deeds to be executed and delivered by Seller at the Closing, substantially in the form set forth on Exhibit G, subject to approval by a title company mutually reasonably acceptable to each of Buyer and Seller in the applicable counties.

“Specified Site” means the real property owned by Seller located at 800 2<sup>nd</sup> Avenue North, Nashville, TN 37201.

“Specified Site Matters” means all Liabilities of Seller or any of its Affiliates arising from the Specified Site, including all Liabilities and obligations of Seller (i) under Environmental Law or otherwise relating to Hazardous Materials and (ii) under the Agreement for Purchase and Sale of Real Property by and between Seller and the Metropolitan Government of Nashville and Davidson County, Tennessee.

“Straddle Period” means any taxable period beginning before and ending on or after the Closing Date.

“Straddle Period Tax Contest” has the meaning set forth in Section 7.10(d).

“Subsidiary” means, with respect to any Person, any other Person of which fifty percent (50%) or more of the outstanding voting securities or ownership interests are owned or controlled, directly or indirectly, by such first Person, by any one or more of its Subsidiaries, or by such first Person and one or more of its Subsidiaries.

“Target 2025 Capital Expenditures” means \$168,067,008.

“Target 2026 First Quarter Capital Expenditures” means the amount of Capital Expenditures forecast for the Business as set forth in the Capital Expenditures Budget for the period between (a) January 1, 2026 and (b) the earlier of (i) the Closing Date (prorated for any

partial month) and (ii) March 31, 2026, which the Parties acknowledge and agree is equal to \$27,133,889 for purposes of clause (b) (ii) of this definition.

“Target Net Working Capital” means \$48,500,000.

“Target Regulatory Asset Amount” means \$68,549,711.

“Target Regulatory Liability Amount” means \$54,511,329.

“Tax” and “Taxes” means all taxes, including income, gross receipts, capital gain, ad valorem, value-added, goods and services, excise, real property, personal property, sales, use, transfer, withholding, employment, payroll, estimated, license and franchise taxes or other similar fees, levies, charges or other assessments imposed by a Governmental Entity, including any interest, penalties, assessments or additions to tax resulting therefrom or attributable thereto.

“Tax Contest” has the meaning set forth in Section 7.10(d).

“Tax Return” means any return, report, information return, declaration, claim for refund or other document supplied or required to be supplied to any Governmental Entity with respect to Taxes, including any schedule or attachment thereto and any amendment thereof.

“Termination Date” has the meaning set forth in Section 9.2(b).

“Territory” means Seller’s service territory in the state of Tennessee.

“Third Party” means any Person other than a Party or an Affiliate of a Party.

“Third Party Claim” has the meaning set forth in Section 7.22(a).

“Third Party Claim Notice” has the meaning set forth in Section 7.22(a).

“Title Objection Period” has the meaning set forth in Section 7.27(b).

“Title Policy” has the meaning set forth in Section 7.27(c).

“TPUC” means the Tennessee Public Utility Commission.

“TPUC Application” means with respect to the TPUC, an application under Tenn. Code Ann. §65-4-113 approving the Transactions.

“Trade Secrets” has the meaning set forth in the definition of “Intellectual Property” in this Section 1.1.

“Trademarks” means trademarks, service marks, logos, trade dress, and all other indicia of source or origin, and all registrations and applications for registration of the foregoing, and any goodwill associated therewith.

“Transactions” means the transactions contemplated by this Agreement or any of the Ancillary Agreements.

“Transfer Taxes” has the meaning set forth in Section 7.10(a).

“Transferable Permits” has the meaning set forth in Section 2.1(k).

“Transferred CBA Employees” has the meaning set forth in Section 7.12(b).

“Transferred Contracts” has the meaning set forth in Section 2.1(j).

“Transferred Employees” has the meaning set forth in Section 7.12(a).

“Transferred IT Assets” has the meaning set forth in Section 2.1(e).

“Transition Committee” has the meaning set forth in Section 7.8(a).

“Transition Services Agreement” means the Transition Services Agreement in substantially the form set forth on Exhibit D.

“Treasury Regulations” means the final and temporary regulations promulgated under the Code.

“Unbilled Revenues” means receivables related to the volume of gas allocable to Seller under Section 3.5 but not yet billed to customers served by the Business.

“Vehicles” has the meaning set forth in Section 2.1(f).

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended and any similar state and local applicable Laws related to plant closings, relocations, mass layoffs and employment losses.

## **2. Terms Generally.**

- (a) The definitions in Section 1.1 shall apply equally to both the singular and plural forms and to correlative forms of the terms defined.
- (b) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- (c) The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”
- (d) The words “hereby,” “herewith,” “hereto,” “herein,” “hereof,” and “hereunder” and words of similar import refer to this Agreement (including the Exhibits and Schedules to this Agreement and the Seller Disclosure Schedules) in its entirety and not to any part hereof unless the context shall otherwise require.

(e) The word “or” shall be deemed to be disjunctive but not necessarily exclusive (*i.e.*, unless the context dictates otherwise, “or” shall be interpreted to mean “and/or” rather than “either/or”).

(f) Unless the context shall otherwise require, all references herein to Articles, Sections, Exhibits, Schedules, and the Seller Disclosure Schedules shall be deemed references to Articles, Sections, and Exhibits of, and Schedules and the Seller Disclosure Schedules to, this Agreement and references to “paragraphs” or “clauses” shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.

(g) Unless the context shall otherwise require, any references to any Contract (including this Agreement) or Law shall be deemed to be references to such Contract or Law as amended, supplemented, or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions).

(h) Unless the context shall otherwise require, references to any Person include references to such Person’s successors and permitted assigns, and in the case of any Governmental Entity, to any Person(s) succeeding to its functions and capacities.

(i) Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context shall otherwise require.

(j) Any reference in this Agreement to a “day” or a number of “days” (without explicit reference to “Business Days”) shall be interpreted as a reference to a calendar day or number of calendar days. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(k) All monetary figures shall be in United States dollars unless otherwise specified.

(l) The phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if”.

(m) The phrases “delivered,” “provided to,” “made available,” and “furnished to” and phrases of similar import when used herein, unless the context otherwise requires, mean that such information, document, or material was made available for review by Buyer or any of its Affiliates or Representatives in the Datasite virtual data room set up by Seller in connection with this Agreement at least two Business Days prior to the date hereof.

## **ARTICLE II** **PURCHASE AND SALE**

### **1. Purchased Assets.**

Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, and for the consideration specified in Section 3.1, at the Closing, Seller shall sell, assign, convey, transfer, and deliver (or cause to be sold, assigned, conveyed, transferred, and delivered) to Buyer, and Buyer shall purchase, acquire and receive from Seller (or an Affiliate of Seller, as the case may be), free and clear of all Encumbrances (except for Permitted Encumbrances), all of Seller’s or Seller’s Affiliates’ right, title, and interest in, to, and under all of the assets, interests, properties, rights, licenses and contracts described below, in each case, as

the same exists at the Effective Time (and, as expressly permitted or expressly contemplated by this Agreement, with such additions and deletions as shall occur from the date hereof through the Effective Time), but, in each case, other than the Excluded Assets (collectively, the “Purchased Assets”):

(a) all parcels of real property and real property interests, including any buildings, structures, facilities, fixtures, systems and/or improvements located thereon or appurtenant thereto, (i) Located Within the Territory that are owned in fee by Seller or its Affiliates (together with any mineral interests owned by Seller or its Affiliates with respect to such real property, the “Owned Real Property”), (ii) Located Within the Territory that are held by, licensed, used, leased, subleased, rented or otherwise occupied by Seller or its Affiliates (the “Leased Real Property”) pursuant to any lease, sublease, license, concession, or other occupancy agreement (together with all amendments, extensions, renewals and guaranties with respect thereto, the “Leases”); and (iii) the Easement interests under the Easements (such Easement interests, the “Purchased Easements”) and (iv) and all other real property interests included in the Purchased Assets (all of the foregoing, including as listed on Schedule 2.1(a), the “Real Property”), but, in each case, only to the extent of Seller’s or Seller’s Affiliates’ right, title, and interest in, to, and under such real property and real property interests;

(b) all natural gas distribution utility assets Located Within the Territory to the extent owned or leased by Seller or its Affiliates (together with all of Seller’s or its Affiliates’ rights in such leases), and used or held for use in the Business, including all natural gas mains, services, meters, plants and stations located within the area depicted on Schedule 2.1(b);’

(c) the inventory of natural gas and natural gas products described in the general ledger accounts listed on Schedule 2.1(c) that is Primarily Related to the Business (the “Gas Inventory”);

(d) all parts, items, equipment, material, supplies and other inventory (but excluding the Gas Inventory) that is Primarily Related to the Business (collectively, the “Inventory”);

(e) all information technology assets and computer systems (including information technology and telecommunication hardware) and related equipment (“IT Assets”) Located Within the Territory and Exclusively Related to the Business, to the extent owned or leased by or licensed to Seller or any of its Affiliates (together with all of Seller’s or its Affiliates’ rights in such leases or licenses) (the “Transferred IT Assets”);

(f) all motor vehicles, trailers, and similar rolling stock that is Primarily Related to the Business, to the extent owned or leased by Seller or its Affiliates (together with all of Seller’s or its Affiliates’ rights in such leases) including as described on Schedule 2.1(f) (the “Vehicles”);

(g) all furnishings, fixtures, machinery, equipment, materials, and other tangible personal property (other than Gas Inventory, IT Assets, and Vehicles) Located Within the Territory, or that have, in the 12-month period prior to the Effective Date, been primarily Located Within the Territory, and that is Primarily Related to the Business, to the extent owned or leased by Seller or any of its Affiliates (together with all of Seller’s or its Affiliates’ rights in such leases);

(h) all Billed Revenues and Unbilled Revenues Exclusively Related to the Business, which for the avoidance of doubt and notwithstanding any other provision of this Agreement to the contrary, shall constitute current assets for purposes of calculating the Adjustment Amount;

(i) the assets of Seller and its Affiliates with respect to over-recovered or under-recovered purchased gas cost adjustment charges, and all prepayments, deferred charges, and regulatory assets, to the extent related to the Business;

(j) all Contracts to which Seller or its Affiliate is a party Exclusively Related to the Business (excluding, (i) for the avoidance of doubt, all human resources, personnel and medical records, Benefit Plans and Shared Contracts; (ii) all Contracts between Seller or any of its Affiliates, on the one hand, and any Affiliate of Seller or any director, officer or employee of Seller or any of its Affiliates, on the other hand and (iii) as otherwise provided in Section 2.2(f) (the “Transferred Contracts”);

(k) all Permits used or held by Seller or its Affiliates Primarily Related to the Business, or the ownership or operation of any of the Purchased Assets, including the Permits set forth on Schedule 2.1(k) (except, in all cases to the extent that, notwithstanding compliance by Seller with its obligations hereunder, any such Permits are prohibited by applicable Law or the terms of such Permits from being transferred or assigned to Buyer in connection with the Transactions) (the “Transferable Permits”);

(l) the Purchased Documents;

(m) all warranties (other than those included in Shared Contracts) against manufacturers, service providers, vendors or other Third Parties on or relating to any of the Purchased Assets, and to the extent transferable;

(n) all Business Intellectual Property and all goodwill associated with the Business Marks, together with rights to sue for all past, present, and future infringement, misappropriation, or violation thereof, and all royalties, proceeds and other amounts payable with respect to the foregoing;

(o) Claims and defenses of Seller or its Affiliates to the extent such Claims or defenses are related to the Business, Purchased Assets or Assumed Obligations; *provided* that such Claims and defenses (in each case, to the extent related to the Business, Purchased Assets or Assumed Obligations) will be assigned by Seller or its Affiliates to Buyer without warranty or recourse; *provided, further*, that if such transfer would prejudice any such Claims or defenses, the Parties shall cooperate in good faith to avoid such prejudice;

(p) the Franchises, including those set forth on Schedule 2.1(p) (collectively, the “Included Franchises”);

(q) all goodwill associated with any of the assets described in this Section 2.1;

(r) all rights to proceeds, recoveries and other monies receivable to the extent set forth under Section 7.13; and

(s) any other assets that, as of the Effective Time, are (x) Primarily Related to the Business to the extent Located Within the Territory or (y) Exclusively Related to the Business to the extent not Located Within the Territory, excluding assets of or with respect to Benefit Plans.

**2. Excluded Assets.** The Purchased Assets do not include, and Seller and its Affiliates shall reserve and retain all assets and properties of Seller and its Affiliates that are not, Purchased Assets, including the following assets (all assets excluded pursuant to this Section 2.2, the “Excluded Assets”); *provided*, that nothing in this Section 2.2 shall limit Buyer’s rights under the Transition Services Agreement:

- (a) all Cash and Cash Equivalents;
- (b) certificates of deposit, shares of stock, securities, bonds, debentures, evidence of Indebtedness, and any other debt or equity interest in any Person;
- (c) other than the Transferred IT Assets, all assets used by Seller in performing corporate, support, administrative, and other services, whether or not Located Within the Territory;
- (d) all Benefit Plans and all assets, trusts, and contracts of or relating to the Benefit Plans and all other assets arising out of or directly or indirectly relating to employee benefits or employee benefit or compensation plans, programs, agreements or arrangements maintained or contributed to (or formerly maintained or contributed to) by the Seller or any of its Affiliates or with respect to which the Seller or any of its Affiliates has, or could reasonably be expected to have, any Liability;
- (e) all IT Assets and related network resources, software, websites and integrated systems, which, for the avoidance of doubt, may also be used in connection with the Business and the operation of the Purchased Assets and may include assets to which the Transferred IT Assets connect or with which the Transferred IT Assets communicate, including all Excluded IT, in each case, other than the Transferred IT Assets;
- (f) (i) all Contracts to which Seller or any of its Affiliates is a party existing as of the date hereof that are not Transferred Contracts (including all Shared Contracts), (ii) any Contract that is entered into after the date hereof that would qualify as a Transferred Contract and of which Seller provides written notice to Buyer, solely in the event Buyer has provided written notice to Seller that it does not desire to include such Contract in the Purchased Assets and (iii) any Contract that is entered into after the date hereof that would not qualify as a Transferred Contract (all of the foregoing, the "Retained Agreements");
- (g) any assets that have been disposed of by Seller or its Affiliates in compliance with this Agreement after the Effective Date and prior to the Effective Time;
- (h) all books and records other than the Purchased Documents, including: (A) the corporate seal, Governing Documents, minute books, or stock books of Seller or any of its Affiliates, and the original financial and accounting books and records and Tax Returns of Seller or any of its Affiliates (including supporting work papers and other documents relating to the financial, accounting, and Tax policies of Seller, such as transfer pricing studies and other proprietary information related to the preparation and filing of Tax Returns, calculations of Tax, and similar matters but, excluding for the avoidance of doubt, any Tax records that are Purchased Documents); and (B) copies of any documents and books and records to the extent relating to the ongoing businesses (other than the Business) of Seller or any of its Affiliates;
- (i) the Seller Marks and any other Intellectual Property that is not Business Intellectual Property, including all Excluded IP;
- (j) any refund or credit related to Taxes paid by or on behalf of Seller, whether such refund is received as a payment or as a credit (in lieu of refund) against future Taxes payable (except to the extent such refund or credit relates to Tax payments allocated to Buyer pursuant to Section 3.4(b));
- (k) except as otherwise provided in Sections 2.1(m) and 2.1(o), all Claims of Seller or its Affiliates against any Person;

(l) all insurance policies, and, subject to Buyer's rights under Section 7.13, rights thereunder, including any such policies and rights in respect of the Purchased Assets or the Business;

(m) the rights of Seller and its Affiliates arising under or in connection with this Agreement, any certificate or other document (including the Ancillary Agreements) delivered in connection herewith, and any of the Transactions;

(n) subject to Buyer's rights under Section 10.17, all attorney-client privilege, attorney work product privilege or other applicable legal privilege of Seller or any of its Affiliates or Representatives arising with respect to legal counsel representation of Seller or its Affiliates or the Business and all documents to the extent subject to the attorney-client privilege, attorney work product privilege or other applicable legal privilege described in this Section 2.2(n);

(o) all rights in, to, and under all Permits and other rights under any Law, other than the Transferable Permits;

(p) any investment in the Interests of (or any intercompany advances to) any Affiliate of Seller;

(q) all records relating to the Business that Seller or any Affiliate of Seller is required by applicable Law to retain in its possession to the extent so required and all human resources, medical, and personnel records (other than any Purchased Documents);

(r) all documents maintained by Seller or its Affiliates in connection with the Transactions;

(s) the assets and other rights set forth on Schedule 2.2(s);

(t) except as otherwise provided in Section 2.1(a), all real property and real property interests located in the Territory owned, held, used, or leased by Seller or its Affiliates that are not Primarily Related to the Business;

(u) except as otherwise provided in Section 2.1(b), all interstate gas transportation assets owned by Seller or its Affiliates; and

(v) any other asset, property, or right of every kind or description, wherever located, whether real, personal, or mixed, tangible or intangible of Seller or any of its Affiliates that is not a Purchased Asset.

**3. Assumed Obligations.** Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, at the Closing, subject to Section 2.4, Buyer will assume and become responsible to perform, discharge, and pay when due all Liabilities of Seller and its Affiliates, known or unknown, in each case, solely to the extent arising from, based upon, related to or associated with the Business or the Purchased Assets, regardless of whether such Liabilities arose prior to, on or after the Effective Time (unless otherwise specified in this Section 2.3 or Section 2.4), including, for the avoidance of doubt, Liabilities relating in any manner to the ownership, operation, and use thereof (the "Assumed Obligations"). Without limiting the application of the foregoing, subject to Section 2.4, the Assumed Obligations shall include all of the following Liabilities:

(a) any trade accounts payable or other accrued and unpaid current expenses;

(b) all Liabilities arising out of or relating to over-recovered or under-recovered purchased gas cost adjustment charges, and all customer deposits, customer advances for construction, deferred credits, regulatory Liabilities, and other similar items;

(c) all Liabilities (including Tax Liabilities) of any kind arising out of or relating to any Regulatory Order applicable to the Business, Customers, or the Purchased Assets, including any Liabilities or obligations imposed (whether on the Business, Seller or its Affiliates or Buyer or its Affiliates) pursuant to any Regulatory Order issued in connection with or relating to the Transactions as a condition for approval or otherwise, other than (i) payment obligations of Seller or its Affiliates arising in respect of periods prior to the Effective Time (to the extent not included in the Adjustment Amount) or (ii) Liabilities of Seller or its Affiliates to the extent related to any Excluded Assets (for the avoidance of doubt, obligations pursuant to any Regulatory Order issued in connection with or relating to the Transactions shall not be considered arising in respect of periods prior to the Effective Time);

(d) all Liabilities arising out of or relating to the Real Property, the Transferred Contracts, and the Transferable Permits;

(e) any Liabilities for Taxes imposed with respect to, arising out of or relating to the Purchased Assets, the Assumed Obligations or the Business, in each case to the extent such Liabilities are incurred in, or attributable to, any Post-Closing Tax Period;

(f) any Transfer Taxes for which Buyer is responsible under Section 7.10(a);

(g) all Liabilities, obligations, or commitments to the extent arising out of or relating to the Business or Purchased Assets and to the extent arising under, based upon, or relating to, any Environmental Law, Environmental Permit, Environmental Claims, or Hazardous Materials;

(h) all Liabilities related to the Specified Site Matters; and

(i) the Liabilities, obligations and commitments listed on Schedule 2.3(i).

**4. Excluded Liabilities.** Notwithstanding anything to the contrary in Section 2.3, the Assumed Obligations do not include, and Seller and its Affiliates shall retain, all Liabilities of Seller and its Affiliates that are not Assumed Obligations, known or unknown, regardless of whether such Liabilities arose prior to, on or after the Effective Time, including the following Liabilities (all Liabilities excluded pursuant to this Section 2.4, the “Excluded Liabilities”):

(a) any trade accounts payable or other accrued and unpaid current expenses to the extent not included in the calculation of the Adjustment Amount;

(b) any Liabilities of Seller or its Affiliates to the extent related to any Excluded Assets or that are otherwise not Assumed Obligations;

(c) any Liabilities of Seller or its Affiliates in respect of Indebtedness, including any Indebtedness secured by any Purchased Assets;

(d) without duplication of any right to recovery herein, and in no event including any Taxes that are Assumed Obligations, (i) any Liabilities for Taxes imposed with respect to, arising out of or related to the Purchased Assets, the Excluded Liabilities or the Business, in each case to the extent such Liabilities are incurred in, or attributable to, any Pre-Closing Tax Period and (ii) any Liabilities for Taxes of Seller or any member of any consolidated, affiliated, combined or unitary group of which Seller is or has been a member;

(e) (i) all employment, labor, compensation, pension, employee welfare, severance, WARN Act, wage withholding Taxes, employer payroll, social security and similar Taxes, employee benefits related Liabilities and any other similar Liabilities, commitments and claims relating to each current or former employee or other service provider of Seller or its Affiliates who does not become a Transferred Employee (or any dependent or beneficiary of any such employee) in respect of all periods, whether before, at or after Closing and (ii) the workers' compensation Liabilities for Business Employees for which Seller and its Affiliates are responsible under Section 7.12(h);

(f) all Liabilities at any time arising under, pursuant to or in connection with (i) each Benefit Plan and any other benefit or compensation plan, program, policy, contract, agreement or arrangement at any time maintained, sponsored, contributed to or required to be contributed to by Seller or any of its Affiliates, or with respect to which Seller or any of its Affiliates has, or could reasonably be expected to have, any Liability, or (ii) Section 302 or Title IV of ERISA, Section 412 of the Code, or COBRA;

(g) except as otherwise provided in this Agreement, any Liabilities of Seller or its Affiliates arising under or in connection with this Agreement, any certificate or other document delivered in connection herewith (including the Ancillary Agreements), and any of the Transactions, including fees and expenses of counsel, accountants, consultants and other advisors to Seller or any Affiliate thereof; and

(h) the Liabilities, obligations and commitments listed on Schedule 2.4(h).

### ARTICLE III PURCHASE PRICE

**1. Purchase Price.** Subject to the terms and conditions of this Agreement, the aggregate purchase price (the "Base Purchase Price") for the Purchased Assets shall be (a) an amount in cash equal to Two Billion Four Hundred Eighty Million Dollars (\$2,480,000,000), increased by the Adjustment Amount if the Adjustment Amount is a positive number, or decreased by the Adjustment Amount if the Adjustment Amount is a negative number (the Base Purchase Price as adjusted, the "Purchase Price") and (b) Buyer's assumption of the Assumed Obligations in accordance with this Agreement. The Adjustment Amount will be determined in accordance with this Agreement, including the Accounting Principles, and in the same format as Exhibit B.

**2. Determination of Purchase Price.**

(a) No later than four (4) Business Days prior to the Closing Date, Seller will deliver to Buyer a written statement of Seller's good faith, reasonable estimate of the Purchase Price (the "Estimated Purchase Price"), calculated in accordance with this Agreement, including the Accounting Principles, and in the same format as Exhibit B (the "Preliminary Adjustment Statement"), together with Seller's reasonably detailed supporting calculations and reasonable supporting documentation. Prior to the Closing Date, Buyer may deliver to Seller a written report containing all changes that Buyer proposes to be made to the Preliminary Adjustment Statement and the Estimated Purchase Price, if any, together with reasonable supporting documentation showing Buyer's calculation of the disputed amounts, in which case the Parties shall endeavor to reconcile their differences in good faith by negotiation prior to the Closing Date; *provided*, that in the event the Parties are unable to reconcile their differences, Seller's estimate of the Estimated Purchase Price as set forth in the Preliminary Adjustment Statement shall prevail. The amount of the Estimated Purchase Price as set forth in the Preliminary Adjustment Statement (or the amount of the Estimated Purchase Price to which the Parties agree in accordance with this Section 3.2(a)) (the "Closing Payment Amount") shall be paid by Buyer to Seller at the Closing.

(b) Within ninety (90) days after the Closing Date, Buyer will deliver, or cause to be prepared and delivered, to Seller a calculation of the Purchase Price, calculated in good faith in accordance with this Agreement and in the same form and format as Exhibit B (the “Post-Closing Adjustment Statement”), together with Buyer’s reasonably detailed supporting calculations and reasonable supporting documentation. Buyer agrees that, following delivery of the Post-Closing Adjustment Statement, Buyer will provide Seller with reasonable access during normal business hours (subject to execution of customary access letters) to its and its Affiliates’ books, records, information, materials and Representatives and employees as Seller may reasonably request and to the extent reasonably required by Seller in order for Seller to review the Post-Closing Adjustment Statement.

(c) The amounts determined by Buyer as set forth in the Post-Closing Adjustment Statement will, subject to Section 3.4(d), be final, binding, and conclusive for all purposes unless, and only to the extent, that within forty-five (45) days after Buyer has delivered the Post-Closing Adjustment Statement, Seller delivers to Buyer a written report containing any good faith proposed changes to each item set forth in the Post-Closing Adjustment Statement, an explanation of any such changes, and the reasons therefor, accompanied by reasonably detailed documentation showing Seller’s calculation of the disputed amounts (an “Adjustment Dispute Notice”); *provided*, that the disagreement may be based for purposes of this Section 3.2(c) solely only on mathematical errors or amounts reflected in the Post-Closing Adjustment Statement not being calculated in accordance with this Agreement and the Accounting Principles. Any changes not included in the Adjustment Dispute Notice shall be deemed waived, and Buyer’s determinations with respect to all such elements of the Post-Closing Adjustment Statement that are not addressed in the Adjustment Dispute Notice shall prevail. If (i) Seller fails to timely deliver an Adjustment Dispute Notice to Buyer containing changes Seller proposes to be made to the Post-Closing Adjustment Statement in accordance with this Section 3.2(c) or (ii) the Final Purchase Price set forth in the Post-Closing Adjustment Statement is mutually agreed upon by Seller and Buyer, in each case, the Post-Closing Adjustment Statement and the Final Purchase Price set forth therein shall be final and binding on the Parties.

(d) If Seller delivers an Adjustment Dispute Notice in compliance with Section 3.2(c), and Seller and Buyer are unable to reach a resolution in good faith with respect to all disputed items set forth in the Adjustment Dispute Notice (such remaining disputed items, the “Disputed Items”) within thirty (30) days of delivery of the Adjustment Dispute Notice, Seller and Buyer shall promptly retain the Independent Accounting Firm and promptly submit the Disputed Items for determination and resolution to the Independent Accounting Firm. Any disputed items set forth in the Adjustment Dispute Notice and resolved in writing between the Parties within such thirty (30) day period shall be final and binding with respect to such items. The Independent Accounting Firm will be instructed by the Parties to, and shall, determine, and resolve any such remaining Disputed Items in accordance with this Agreement and the Accounting Principles, and report to the Parties, within twenty (20) days after such submission, of the Independent Accounting Firm’s determination and resolution. In resolving the Disputed Items, the Independent Accounting Firm: (i) shall limit its review to the Disputed Items; (ii) shall limit its review to correcting mathematical errors and determining whether the Disputed Items were determined in accordance with this Agreement and Accounting Principles and shall not make any other determination, including any determination as to whether any estimates on the Post-Closing Adjustment Statement are correct, adequate, or sufficient, and limit any adjustments to only those that are necessary to correct such errors or for the calculation of the Final Purchase Price to comply with the provisions of this Agreement; (iii) shall make its determination based solely on the documentation submitted by, and presentations made by, the Parties (and such documentation and presentations must be provided to the other Party concurrently with their submission or presentation to the Independent Accounting Firm) and (iv) may not assign a value to any Disputed Item greater than the greatest value claimed for such Disputed Item or less than the smallest value for such Disputed Item claimed by either Buyer or

Seller (in the Adjustment Dispute Notice or the Post-Closing Adjustment Statement, respectively); *provided, however,* that to the extent the determination of the value of any Disputed Item affects any other item used in calculating the Final Purchase Price, such effect may be taken into account by the Independent Accounting Firm. The report of the Independent Accounting Firm will be final, binding, and conclusive on the Parties for all purposes absent manifest error or fraud. None of Seller, Buyer nor any of their respective Affiliates shall have any ex-parte communications or meetings with the Independent Accounting Firm regarding the subject matter hereof without the other Party's prior written consent. In acting under this Agreement, the Independent Accounting Firm shall function solely as an expert and not as an arbitrator. The fees and disbursements of the Independent Accounting Firm will be allocated between Seller and Buyer so that Buyer's share of such fees and disbursements will be in the same proportion that the aggregate amount of any such remaining disputed items so submitted to the Independent Accounting Firm that is unsuccessfully disputed by Buyer (as finally determined by the Independent Accounting Firm) bears to the total amount of such disputed amounts initially submitted to the Independent Accounting Firm. For example, if Seller disputes a total of \$100 and the Independent Accounting Firm awards \$60 in favor of Seller, Buyer shall pay sixty percent (60%) of the fees of the Independent Accounting Firm. The fees and disbursements of the Representatives of each Party incurred in connection with the preparation or review of the Post-Closing Adjustment Statement and preparation or review of any Adjustment Dispute Notice, as applicable, shall be borne by such Party.

(e) Within ten (10) Business Days following the final determination of the Purchase Price pursuant to Section 3.2(c) or Section 3.2(d) (as so determined, the "Final Purchase Price"), (i) if the Final Purchase Price is greater than the Closing Payment Amount, Buyer will pay or cause to be paid the difference to Seller or (ii) if the Final Purchase Price is less than the Closing Payment Amount, Seller will pay or cause to be paid the difference to Buyer. Any amount paid under this Section 3.2(e) shall be paid in cash by wire transfer of immediately available funds to the account specified by the Party receiving payment. Neither the determination of the Final Purchase Price nor any payment thereof shall be deemed to waive or limit in any respect any representation, warranty, or rights in respect thereof under this Agreement.

(f) The Parties hereby acknowledge and agree that any payments made pursuant to this Section 3.2 shall be treated for Tax purposes as an adjustment to the Purchase Price to the maximum extent permitted by applicable Law.

**3. Allocation of Purchase Price.** The payments of the Purchase Price contemplated by this Article III and any other relevant items for Tax purposes (including the Assumed Obligations, the "Allocable Amount") shall be allocated among the Purchased Assets in accordance with (i) Section 1060 of the Code and the other applicable requirements in the Code and the Treasury Regulations and comparable provisions of state and local Tax Law and (ii) using the methodology set forth in Schedule 3.3. As soon as practicable following the determination of the Final Purchase Price in accordance with Section 3.2 (but in no event more than one hundred eighty (180) days after the Closing Date), Seller shall prepare a draft schedule reflecting the allocation of the Allocable Amount in accordance with this Section 3.3 and shall submit such allocation to Buyer for review. Buyer shall review such draft schedule and provide any comments thereon in writing to Seller within thirty (30) days after Seller's delivery of such draft schedule; *provided*, that if Buyer does not provide any such written comments prior to the expiration of such thirty (30)-day period, the draft schedule as prepared by Seller shall be final, binding and conclusive on Buyer and Seller absent manifest error or fraud. If Buyer provides written comments within such thirty (30)-day period, Buyer and Seller shall use commercially reasonable efforts to agree on the amount and proper allocation of the Allocable Amount. If Buyer and Seller have not agreed on the allocation within thirty (30) days after Seller's delivery of the draft schedule, then Buyer, on the one hand, and Seller, on the other hand, shall each have the right to deliver notice to the other party of its intent to refer the matter for resolution to the

Independent Accounting Firm. Buyer and Seller shall each deliver to the other Party and to the Independent Accounting Firm a notice setting forth in reasonable detail their proposed allocations. Within thirty (30) days after receipt thereof, the Independent Accounting Firm will deliver the allocation schedule and provide a written description of the basis for its determination of the allocations therein (such allocation, whether agreed to by Buyer and Seller or determined by the Independent Accounting Firm, shall be final, binding and conclusive on Buyer and Seller absent manifest error or fraud (the “Final Allocation”)). The fees and disbursements of the Independent Accounting Firm will be allocated between Seller and Buyer so that Buyer’s share of such fees and disbursements will be in the same proportion that the aggregate amount of any disputed items in the draft schedule submitted to the Independent Accounting Firm that is unsuccessfully disputed by Buyer (as finally determined by the Independent Accounting Firm) bears to the total amount of such disputed amounts initially submitted to the Independent Accounting Firm. Each of Buyer and Seller shall, and shall cause their respective Affiliates to, file all Tax Returns consistent with the Final Allocation and not take any position contrary thereto in any Tax proceeding except as otherwise required by a “determination” within the meaning of Section 1313(a) of the Code; *provided, however, subject to Section 7.10(d)*, that nothing contained herein shall be construed so as to prevent any Party from settling, or require any Party to commence or participate in any Tax proceeding based upon or arising out of the Final Allocation. Each of the Parties shall promptly notify the other upon receipt by a Party or any of its Affiliates of notice of any pending or threatened Tax proceeding challenging the Final Allocation. Subsequent adjustments to the Final Purchase Price shall be allocated in accordance with the Final Allocation.

**4. Prorations.** Except as otherwise provided in this Agreement:

(a) For purposes of determining the Purchase Price, fees with respect to any Transferable Permits, rents under any Leases or personal property included as part of the Purchased Assets, or other similar expenses with respect to Purchased Assets, that are not due or assessed until after the Effective Time but which are attributable in whole or in part to any period commencing prior to the Effective Time, and any other amounts that by the terms of this Agreement are to be allocated between the Parties, will be prorated as of the Effective Time, with Seller liable to the extent such items relate to any period prior to the Effective Time, and Buyer liable to the extent such items relate to any period from and after the Effective Time.

(b) Whenever it is necessary to determine the liability for Asset Taxes imposed on a periodic basis for any Straddle Period, the Taxes for the portion of the Straddle Period ending before, and for the portion of the Straddle Period beginning on, the Closing Date shall be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of calendar days during the Straddle Period before the Closing Date, or the number of calendar days during the Straddle Period beginning on the Closing Date, as applicable, and the denominator of which is the number of calendar days in the entire Straddle Period.

(c) Whenever it is necessary to determine the liability for all Taxes not referenced in Section 3.4(b) (such as income, employee, payroll Taxes and any Taxes imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible)), subject to Section 7.10, it shall be determined as if the Straddle Period ended at the end of the day immediately preceding the Closing Date (except that (i) solely for purposes of determining the marginal Tax rate applicable to income or receipts during such period in a jurisdiction in which such Tax rate depends upon the amount or level of income or receipts, annualized income or receipts may be taken into account if appropriate for an equitable sharing of such Taxes and (ii) exemptions, allowances and deductions that are otherwise calculated on an annual basis shall be apportioned on a daily basis).

(d) The proration of all items estimated under this Section 3.4 shall be recalculated by Buyer within a reasonable period of time following the date upon which the actual amounts become available to Buyer. Buyer shall notify Seller of such recalculated amounts and shall provide Seller with all documentation relating to such recalculations, including Tax statements and other notices from Third Parties. The Parties shall make such payments to each other as are necessary to reconcile any estimated amounts prorated as of the Effective Time with the final amounts to be prorated. Seller and Buyer agree to furnish each other with such documents and other records as may be reasonably requested in order to confirm all proration calculations made pursuant to this Section 3.4. Buyer shall incorporate Seller's reasonable comments to such recalculations. The Parties shall work together in good faith to resolve any disputes relating to such recalculations. Notwithstanding the other dispute resolution provisions in this Agreement, in the event that an agreement has not been reached within thirty (30) days, or such longer period as mutually agreed to by the Parties, following Buyer's receipt of Seller's comments to such recalculations, the unresolved disputed items shall be determined by the Independent Accounting Firm in accordance with the procedures set forth in Section 3.2(d), *mutatis mutandis*, and such determination shall be final, binding and conclusive on the Parties absent manifest error or fraud.

5. **Unbilled Revenues.** Prior to the Closing Date, Seller shall read all customer meters in their normal cycle and in due course render the related bills to its customers served by the Business. Seller shall also read each daily read transportation customer meter (collectively, the "Large Volume Meters") on the day immediately preceding the Closing Date. Seller shall provide Buyer with the last meter reading from each of the Large Volume Meters made on the day immediately preceding the Closing Date as soon as practicable after the Closing Date and in any event within ten (10) Business Days of the Closing Date. On and after the Closing Date, Buyer shall read the customer meters for their first time, in the normal cycle, and in due course render bills for service during the period between Seller's last reading in the normal cycle and Buyer's first reading in the normal cycle to the customers served by the Business. Buyer shall determine the volume of gas sold by Seller prior to the Closing Date through Large Volume Meters by Seller's meter readings on the day immediately preceding the Closing Date. Buyer shall determine by allocation the volumes of gas sold through all meters other than Large Volume Meters, by Seller prior to the Closing Date, and by Buyer on and after the Closing Date and prior to its first meter reading, through meters without charts. Such allocation shall be consistent with Seller's past practices for unbilled revenues.

6. **Withholding.** The Parties shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement to any Person such amounts as are required to be deducted and withheld under the Code or any other applicable Tax Law with respect to the making of such payment. Assuming delivery of the Internal Revenue Service Form W-9 contemplated by Section 4.2(g), the Parties agree that no such deduction or withholding is required with respect to any payment due to Seller or any Affiliate thereof, unless such withholding is required by a change in Law following the Effective Date. If Buyer determines that any deduction or withholding is required with respect to any amounts payable to Seller pursuant to this Agreement, Buyer shall use commercially reasonable efforts to provide Seller at least fifteen (15) days' advance written notice of its intent to deduct or withhold. Such notice shall include a reasonably detailed description of the legal basis for and computation of the amount of such deduction or withholding, and the Parties shall cooperate to mitigate any such requirement. Buyer shall timely pay any withheld or deducted amounts to the appropriate Governmental Entity and shall promptly furnish to Seller the original receipt issued by such Governmental Entity, if any, or otherwise such other documentation available to Buyer and reasonably satisfactory to Seller, evidencing such payment. To the extent that amounts are deducted and withheld and timely paid to the appropriate Governmental Entity in accordance with this Section 3.6, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction or withholding was made.

## ARTICLE IV THE CLOSING

**1. Time and Place of Closing.** Upon the terms and subject to the satisfaction or, when permissible, waiver in writing of the conditions set forth in Article VIII, the closing of the Transactions (the “Closing”) will take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 1440 New York Avenue, N.W., Washington, DC 20005 (or remotely via the electronic exchange of closing deliverables), commencing at 9:00 a.m. prevailing Eastern Time: (i) on the day that is five (5) Business Days after the date on which the last of the conditions set forth in Article VIII (other than any such conditions which, by their terms or nature, are not capable of being satisfied until the Closing Date but subject to the satisfaction or, when permissible, waiver in writing of such conditions at the Closing) is satisfied or, when permissible, waived in writing or (ii) on such other date or at such other time or place as the Parties may mutually agree upon in writing. The date on which the Closing occurs is referred to herein as the “Closing Date.” The Closing shall be effective for all purposes at 12:01 a.m. prevailing Eastern Time on the Closing Date (the “Effective Time”).

**2. Seller’s Closing Deliveries.** At or prior to the Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

- (a) the certificate contemplated by Section 8.2(c), duly executed by a duly authorized officer of Seller;
- (b) a counterpart to the Assignment and Assumption Agreements, duly executed by Seller;
- (c) a counterpart to the Assignment of Leases, duly executed by Seller;
- (d) subject to Section 4.5, one or more Special Warranty Deeds of conveyance of the Owned Real Property, substantially in the form of the applicable Special Warranty Deed, duly executed and acknowledged by Seller, and in recordable form;
- (e) one or more instruments of assignment or conveyance, substantially in the applicable form of the Assignment of Easements, as are necessary to transfer the Purchased Easements, duly executed and acknowledged by Seller and in recordable form;
- (f) a counterpart to the Transition Services Agreement, duly executed by Seller;
- (g) an Internal Revenue Service form W-9 properly completed and executed by Seller; and
- (h) all consents, waivers or approvals that have been obtained by Seller prior to Closing from Third Parties in connection with this Agreement.

**3. Buyer’s Closing Deliveries.** At or prior to the Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

- (a) an amount equal to the Closing Payment Amount by wire transfer of immediately available funds to the account or accounts that have been designated by Seller to Buyer in writing prior to the Closing;
- (b) the certificate contemplated by Section 8.3(c) duly executed by a duly authorized officer of Buyer;

- (c) the RWI Policy, duly executed by Buyer and the insurer(s), in such form and with such terms as specified in Section 7.14 and paid in full by Buyer as of the time of delivery;
- (d) a counterpart to the Assignment and Assumption Agreements, duly executed by Buyer;
- (e) a counterpart to the Assignment of Leases, duly executed by Buyer;
- (f) a counterpart to the Assignments of Easements duly executed (and acknowledged, as applicable) by Buyer; and
- (g) a counterpart to the Transition Services Agreement, duly executed by Buyer.

**4. Records.** As promptly as practical, but no later than 30 days following the Closing Date, Seller shall make available to Buyer, at Seller's sole expense, the Purchased Documents to which Buyer is entitled pursuant to the terms of this Agreement; *provided*, that to the extent the Purchased Documents are Located Within the Territory or otherwise reasonably accessible to Seller, such Purchased Documents shall be delivered at Closing; and; *provided, further*, that to the extent Purchased Documents are accessible to Buyer pursuant to and during the term of the Transition Services Agreement, Seller shall have no further obligation to make available, provide, transfer, or deliver to Buyer such Purchased Documents after the term of the Transition Services Agreement, except as otherwise provided under Section 7.3.

**5. Quitclaim Instruments.** Notwithstanding anything to the contrary in Section 4.2 or otherwise in this Agreement, in the event Seller reasonably determines prior to the Closing that Seller does not hold a fee interest, leasehold, easement or other real property interest in any portion of the Real Property, or if any Encumbrance clouds title with respect to Seller's interest in such Real Property then (a) if such property is an Owned Real Property and Seller reasonably determines prior to the Closing that Seller does not hold a fee interest in any portion of any such Owned Real Property, in lieu of being required to deliver a Special Warranty Deed with respect to such Owned Real Property, Seller shall instead be required to deliver a Quitclaim Deed with respect to the same, (b) if such property is an Owned Real Property and Seller reasonably determines prior to the Closing that any Encumbrance clouds title with respect to Seller's interest in such Owned Real Property, Seller shall modify the Special Warranty Deed to note that the grant of such Owned Real Property is subject to any applicable Encumbrance, and (c) if such property is a Purchased Easement or Leased Real Property, then the applicable Assignment of Easement, Assignment of Lease or other transfer document shall be modified as appropriate (as so modified, a "Modified Conveyance Document") to clarify that Seller may not be the record owner of interests in such property or otherwise modified to make any representations of Seller contained therein true and correct, and, in either case of (a) or (b), so long as the same would not, individually or in the aggregate, have a Material Adverse Effect, the delivery of such Quitclaim Deed or Modified Conveyance Document shall be deemed to satisfy (i) Seller's obligation under Section 4.2 to deliver a transfer instrument with respect to such interest and (ii) the obligations of Seller under the first paragraph of Section 2.1 with respect to such property.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the Seller Disclosure Schedules, Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date (unless such representation

and warranty is expressly made as of a specific date, in which case Seller represents and warrants to Buyer as of such date) as follows:

**1. Organization and Good Standing.** Seller is a corporation duly organized, validly existing, and in good standing under the Laws of the State of North Carolina and has all requisite corporate power and authority to own, lease, and operate the Purchased Assets and to carry on the Business as presently conducted. Seller is duly qualified or licensed to do business as a foreign corporation and is in good standing in each jurisdiction in which the conduct of the Business, or the ownership or operation of any of the Purchased Assets, by Seller makes such qualification necessary, except, in each case, for any such failures that would not, individually or in the aggregate, be material and adverse to the Business.

**2. Authority and Enforceability.** Seller has all requisite corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery by Seller of this Agreement and the Ancillary Agreements to which it is a party, the performance by Seller of this Agreement and the Ancillary Agreements and the consummation by Seller of the Transactions have been duly and validly authorized by all necessary corporate action on Seller's part. This Agreement has been, and each Ancillary Agreement to which it is a party will be, duly and validly executed and delivered by Seller, and constitutes or will constitute, assuming the due authorization, execution, and delivery by the other parties thereto, a valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting creditors' rights generally and by general principles of equity (whether considered in a proceeding in equity or at law) (the "Remedy Exceptions").

**3. No Conflicts.** Except as set forth on Schedule 5.3, assuming the Required Regulatory Approvals are sought and obtained in accordance with this Agreement, none of the execution, delivery, and performance by Seller of this Agreement or any Ancillary Agreement, nor the consummation of the Transactions do or, will:

- (a) violate or conflict with any of Seller's Governing Documents in any material respect;
- (b) violate any Law or Order applicable to the Business, Seller, its Affiliates or any of the Purchased Assets, except for any such violations of applicable Law or Order that would not reasonably be expected to materially and adversely affect Buyer's operation of the Business as currently operated or use of the Purchased Assets in the manner currently used or that arise as a result of any facts or circumstances relating particularly to Buyer or any of its Affiliates;
- (c) other than in connection with the Required Regulatory Approvals, require any declaration, filing, or registration by Seller or any of its Affiliates with, or notice by Seller or any of its Affiliates to, or authorization, consent, or approval of, any Governmental Entity, except for any such declarations, filings, registrations, notices, authorizations, consents, or approvals: (i) with the SEC under the Exchange Act as may be required in connection with this Agreement and the Transactions; (ii) for which the failure to make (or obtain, as applicable) in compliance with all applicable requirements would not reasonably be expected to materially and adversely affect Buyer's operation of the Business as currently operated or use of the Purchased Assets in the manner currently used; (iii) that arise as a result of any facts or circumstances particularly relating to Buyer or any of its Affiliates; (iv) relating to Permits that will terminate in accordance with their terms prior to the Closing and are not subject to renewal in the Ordinary Course of Business; or (v) the Customary Post-Closing Consents; or
- (d) except as set forth on Schedule 5.3(d), violate, conflict with, result in a breach of, require any consent or approval of, or (with or without notice or lapse of time or both) constitute

a default, give rise to any right of modification, acceleration, payment, cancellation or termination, or result in the creation or imposition of any Encumbrance (other than a Permitted Encumbrance) upon any of the Purchased Assets: (i) under or pursuant to any Permit or Environmental Permit; or (ii) under or pursuant to any Material Contract, except, in each case, for any such violations, conflicts, breaches, consents, approvals, defaults, or other occurrences: (A) that would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Business; (B) that arise as a result of any facts or circumstances relating to Buyer or any of its Affiliates; (C) that relate to Contracts that will terminate in accordance with their terms prior to the Closing and are not subject to renewal; or (D) the Customary Post-Closing Consents.

**4. Financial Information.** Schedule 5.4 sets forth accurate and complete copies of the unaudited balance sheets of the Business as of December 31, 2023 and 2024 (the “Balance Sheets”) and the income statements for the Business for the 12-month periods ended December 31, 2023 and 2024 (the “Income Statements”, and collectively the Balance Sheets and Income Statements, the “Financial Statements”). The Financial Statements are based upon and consistent with information contained in the books and records of Seller kept in the Ordinary Course of Business (which books and records are true, correct, and complete in all material respects). Each Financial Statement was prepared in accordance with GAAP and fairly presents, in all material respects, the financial condition and results of operation of the Business as of the dates thereof or for the periods covered thereby; except that (A) the Financial Statements lack footnote disclosures (none of which if presented, would materially and adversely alter the financial condition or financial results of the Business), (B) throughout the periods covered by the Financial Statements, the Business has not operated as a separate stand-alone entity of Seller, and instead the balance sheets and results of operations of the Business have been reported within the consolidated financial statements of Seller and their Affiliates, (C) stand-alone financial statements have not historically been prepared for the Business, (D) the Financial Statements are unaudited and may not include all adjustments that an audit may require and (E) the Financial Statements include estimated allocations of certain expenses for services and other costs attributable to the Business which may not necessarily reflect amounts that the Business would incur on a standalone basis.

**5. No Undisclosed Liabilities.** Except as set forth on Schedule 5.5, neither Seller nor any of its Affiliates has any Liabilities with respect to the Business other than Liabilities: (i) that are specifically reflected and adequately reserved against in the Balance Sheets; (ii) that were incurred in the Ordinary Course of Business since December 31, 2024 (none of which is a liability resulting from a breach of contract, breach of warranty, tort, infringement or misappropriation or violation of applicable Law); (iii) that are executory liabilities and obligations arising under Contracts of Seller and its Affiliates; (iv) that are Excluded Liabilities; or (v) which would not, individually or in the aggregate, reasonably be expected to be material to the Business.

**6. Absence of Certain Changes.** Except as set forth on Schedule 5.6, since December 31, 2024, (a) the Business has been operated, in all material respects, in the Ordinary Course of Business (except as otherwise contemplated by this Agreement, including Section 7.1(b)), and (b) no change or event has occurred which, either individually or in the aggregate, has resulted in, or with the passage of time, would reasonably be expected to result in, a Material Adverse Effect.

**7. Sufficiency of Purchased Assets.** Except for: (a) the services to be provided in the Transition Services Agreement and (b) as set forth in Schedule 5.7, and subject to the receipt of the necessary consents to transfer any Transferred Contracts, the Purchased Assets, together with any rights granted or services to be provided to Buyer under this Agreement or any Ancillary Agreement, constitute all of the material assets and Contracts, owned, used, held for use or licensed by Seller or its Affiliates required for the conduct and operation of the Business in substantially the same manner as currently conducted by Seller; *provided* that the foregoing is

not a representation or warranty with respect to infringement, misappropriation or any other violation of Intellectual Property (which is addressed in Section 5.11(c)).

**8. Title.** Seller or one or more of its Affiliates has, or as of immediately prior to the Closing will have, good, valid, and marketable title to, or a valid leasehold interest in or a valid license to use, all of the material Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances). Except as would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Business, the Purchased Assets: (a) are in good operating condition and repair, ordinary wear and tear excepted and except for ordinary routine or planned maintenance and any other maintenance or repairs that are not material in cost and (b) are suitable and adequate for continued use in the Ordinary Course of Business.

**9. Material Contracts.**

(a) Schedule 5.9(a) sets forth an accurate and complete list of all of the following Contracts to which Seller or any of its Affiliates is a party or is otherwise bound with respect to the Business or the Purchased Assets which are in effect on the Effective Date, excluding Easements (each such Contract that is required to be listed on Schedule 5.9(a), except for those referenced in clause (xii) below, the “Material Contracts”):

(i) all Transferred Contracts that individually involved expenditures or issued purchase orders (whether by or to Seller or an Affiliate thereof) in excess of \$1,500,000 in the calendar year ended December 31, 2024;

(ii) all Transferred Contracts between Seller and any of its Affiliates that will not be terminated prior to Closing that individually is expected to involve future expenditures (whether by or to Seller) in excess of \$1,500,000 in any year;

(iii) all collective bargaining agreements or other agreements with any labor union, employees’ association, or other employee representative of a group of Business Employees (“Collective Bargaining Agreements”);

(iv) all Transferred Contracts providing for the extension of credit by Seller in excess of \$1,500,000 in any year, other than the extension of credit to vendors in the Ordinary Course of Business;

(v) all Transferred Contracts for gas transportation or gas storage that involved payments by the Business in excess of \$1,500,000 in the year ended December 31, 2024;

(vi) all Transferred Contracts restricting the right of Seller to compete with any Person or in any line of business or geographic area or containing exclusivity, fixed pricing, “most favored nations” or similar obligations, in each case, that would be binding on, or otherwise impair Buyer’s and its Affiliates’ operation of, the Business after the Closing;

(vii) all Transferred Contracts concerning the use, licensing, development or maintenance of Intellectual Property or IT Assets, other than nondisclosure or confidentiality agreements entered into in the Ordinary Course of Business or agreements with Business Employees or independent contractors entered into in the Ordinary Course of Business on the Seller’s or an Affiliate’s form agreement;

(viii) all Contracts with any Governmental Entity relating to the Business, the Purchased Assets or the Assumed Obligations (other than customer Contracts in the Ordinary Course of Business) that will involve payment after the Effective Time of any

material amount or impose any other material obligation (including any conduct-related obligation) after the Effective Time;

(ix) all Leases that are material to the operation of the Business as currently conducted with an annual base rent in excess of \$5,000,000;

(x) all partnership, joint venture, and joint ownership agreements, and all similar material agreements (however named) involving a sharing of assets, profits, losses, costs, or Liabilities relating to the Business, the Purchased Assets or the Assumed Obligations;

(xi) each Contract that requires any capital commitment or capital expenditure (including any series of related capital expenditures) in respect of the Business of greater than \$5,000,000; and

(xii) all Shared Contracts that individually involved expenditures or issued purchase orders (whether by or to Seller or an Affiliate thereof) with respect to the Business in excess of \$1,500,000 in the calendar year ended December 31, 2024.

(b) Seller has made available to Buyer copies of all Material Contracts together with all material amendments, waivers, and other changes thereto, which are correct and complete in all material respects, except as set forth on Schedule 5.9(b). Except as set forth on Schedule 5.9(b): (i) each Material Contract is a valid and binding obligation of Seller, enforceable against it in accordance with its terms, including by estoppel or waiver by the parties thereto, and, to Seller's Knowledge, is a valid and binding obligation of each other party thereto, enforceable against it in accordance with its terms, including by estoppel or waiver by the parties thereto, in each case except as the same may be limited by the Remedy Exceptions; and (ii) neither Seller, nor, to Seller's Knowledge, any other party thereto, is (or, upon the passage of time or the giving of notice, or both, would be) in default under or breach of any Material Contract, in each case, except for breaches, violations, or defaults as would not be material, individually or in the aggregate, to the Business.

**10. Support Obligations.** Schedule 5.10 sets forth an accurate and complete list of all Credit Support in effect as of the Effective Date and maintained by Seller or its Affiliates for the benefit of the Business pursuant to applicable Law or the terms of a Material Contract or any Permit, including guarantees, letters of credit, escrows, sureties, performance bonds, security agreements and other similar arrangements.

**11. Intellectual Property.**

(a) Seller and its Affiliates solely and exclusively own all right, title and interest to and in the Business Intellectual Property, free and clear of Encumbrances other than Permitted Encumbrances. Seller and each of its Affiliates take commercially reasonable measures to preserve confidentiality of all Business Confidential Information of Seller or any of its Affiliates, or of any Third Party to which Seller or any of its Affiliates has an obligation of confidentiality, in its possession. To Seller's Knowledge, (i) no Business Confidential Information has been disclosed to any Person, except to any Person that is subject to a non-disclosure or similar agreement that contains reasonable obligations restricting the disclosure and use thereof, and (ii) there has been no default or breach of such obligations by any party to any such agreement, in each case of clause (i) and (ii) except as would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Business.

(b) The Business Intellectual Property combined with the (i) Intellectual Property licensed pursuant to (A) the Shared Contracts and (B) the Transferred Contracts included in the Purchased Assets and (ii) the Intellectual Property (A) that will be available to Buyer or the

Business under the Transition Services Agreement or (B) that will be utilized by Seller to provide “Transition Services” to Buyer under the Transition Services Agreement (assuming, in each case, all necessary third party consents are obtained), and (iii) the Seller Marks, constitute all of the Intellectual Property necessary for or used in the operation of the Business as conducted as of the date of this Agreement; *provided* that the foregoing is not a representation or warranty with respect to infringement, misappropriation or any other violation of Intellectual Property (which is addressed in Section 5.11(c)).

(c) Neither the Seller nor any of its Affiliates in connection with the operation of the Business, nor the conduct of the Business is or has since January 1, 2023, infringed, diluted, misappropriated or otherwise violated the Intellectual Property rights of any Person in any material respect. No Claim is pending or threatened in writing (or to Seller’s Knowledge, threatened orally) that alleges any such infringement, misappropriation, dilution or other violation, except for such Claims that would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Business. To Seller’s Knowledge, no Person is infringing, misappropriating, or otherwise violating any Business Intellectual Property in any material respect. No Claim is pending or threatened in writing (or to Seller’s Knowledge, threatened orally) by Seller or its Affiliates against another Person that alleges any such infringement, misappropriation, or other violation of the Business Intellectual Property.

(d) Except as would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Business, (i) each independent contractor or any other Third Party who is or was involved in the creation or development of any Intellectual Property by or for Seller or any of its Affiliates in connection with the Business has executed an enforceable written agreement that (A) assigns to Seller or to such Affiliate, as applicable, all right, title and interest to and in all such Intellectual Property created within the scope of such Person’s employment or engagement thereby and (B) includes confidentiality provisions protecting such Intellectual Property and (ii) each employee of Seller or any of its Affiliates who is or was involved in the creation or development of any material Intellectual Property by or for Seller or any of its Affiliates in connection with the Business has acknowledged that all right, title and interest to and in all such material Intellectual Property created within the scope of such Person’s employment or engagement thereby is owned by Seller or such Affiliate.

**12. Legal Proceedings.** Except as set forth on Schedule 5.12, (a) there are no, and since January 1, 2023 there have been no Claims pending or threatened in writing (or to Seller’s Knowledge, threatened orally) against Seller, its Affiliates or their respective directors or officers (in their capacity as such), with respect to the Business, the Purchased Assets or the Assumed Obligations and (b) there are no Claims pending, or threatened in writing, by Seller or its Affiliates on behalf of the Business, the Purchased Assets or the Assumed Obligations against any Third Party, which, in the case of both (a) and (b) if adversely determined against the Business would be material and adverse to the Business. There are no Orders imposed upon the Seller or any of its Affiliates with respect to the Business outstanding as of the Effective Date which have, individually or in the aggregate, a material and adverse effect on the Business.

**13. Compliance with Law; Orders; Permits.**

(a) Except as set forth on Schedule 5.13(a), Seller and its Affiliates are, and at all times since January 1, 2023 have been, in compliance with all Laws, Orders, and Permits applicable to the Purchased Assets or the Business, except for violations which would not, individually or in the aggregate, have a Material Adverse Effect.

(b) Except as set forth on Schedule 5.13(b), Seller or its Affiliates possess all Permits necessary to own and operate the Business and the Purchased Assets as currently operated, all of such Permits are in full force and effect, and no appeal or other proceeding is pending or threatened in writing (or to Seller’s Knowledge, threatened orally) to revoke any such Permits,

except where the failure to have such Permit, such failure to be in effect, or such appeals or proceedings would not, individually or in the aggregate, be material and adverse to the Business.

(c) Seller has all Franchises and other rights required under applicable Law necessary or required for the lawful conduct of the Business within the Territory, except for the absence of such Franchises as would not reasonably be expected to materially and adversely affect Buyer's operation of the Business as currently operated or use of the Purchased Assets in the manner currently used.

#### **14. Anti-Corruption; Anti-Money Laundering; Sanctions.**

(a) Since January 1, 2023, neither Seller nor its directors or officers has, on behalf of the Business or the Purchased Assets, violated in any material respect any applicable anti-corruption Laws, including the U.S. Foreign Corrupt Practices Act.

(b) Each of Seller and any Person controlling Seller are, with respect to the Business and the Purchased Assets, in compliance in all material respects with all anti-money laundering Laws related to the prevention of money laundering and terrorist financing, including the Bank Secrecy Act and the USA PATRIOT Act in the jurisdictions in which Seller, or such Person controlling Seller, as applicable, operate.

(c) Seller is not a Person that is, or is fifty percent (50%) or more owned or controlled by a Person or Persons that are: (i) the subject of any economic or financial sanctions or trade embargoes imposed, administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State or other relevant sanctions authority (collectively, "Sanctions"), or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions.

(d) To Seller's Knowledge, no sale or other transaction contemplated by this Agreement will violate Sanctions.

#### **15. Environmental Matters.**

(a) Except as set forth on Schedule 5.15(a), or except as would not, individually or in the aggregate, be material and adverse to the Business, (i) Seller or its Affiliates hold all Environmental Permits necessary for Seller and its Affiliates to operate the Business as currently operated and (ii) Seller and its Affiliates are, and have been since January 1, 2023, in compliance with applicable Environmental Laws and all such Environmental Permits. Except as would not, individually or in the aggregate, be material and adverse to the Business, all such Environmental Permits are in full force and effect, and no appeal or other proceeding is pending or threatened in writing (or to Seller's Knowledge, threatened orally) to revoke any such Environmental Permits. Seller or its Affiliates have timely filed any required applications for renewal of any such Environmental Permits.

(b) Except as would not, individually or in the aggregate, be material and adverse to the Business, neither Seller nor any of its Affiliates is subject to any Order, or any settlement agreement, or, since January 1, 2023, has received any written notice (or to Seller's Knowledge oral notice) or request for information regarding any actual or alleged violation of Environmental Laws or any Liabilities or potential Liabilities, including any obligations for sampling, investigation, monitoring, corrective action, cleanup, remediation or removal, arising under Environmental Laws, or in connection with Hazardous Materials, including the presence, Release or threatened Release of, or exposure to, Hazardous Materials, except for Orders, notices, or settlement agreements with respect to matters that have been fully and completely

resolved, settled, or withdrawn and for which there are no outstanding obligations, in each case relating to the ownership or operation of the Business or the Purchased Assets.

(c) Except as set forth on Schedule 5.15(c), or as would not, individually or in the aggregate, be material and adverse to the Business, there are no Environmental Claims pending or threatened in writing (or to Seller's Knowledge, threatened orally) that relate to the Purchased Assets or the Business.

(d) There are no material Environmental Permits held by Seller or its Affiliates to operate the Business as currently operated, and there have been no material environmental audits, assessments or reports in respect of any of the Real Property, the other Purchased Assets, or the Business, which audits, assessments or reports identify undisclosed issues that would, individually or in the aggregate, be material and adverse to the Business, other than those for which copies of such Environmental Permits, and audits, assessments or reports within Seller's or such Affiliate's possession have been made available to Buyer.

(e) Except as set forth on Schedule 5.15(e), or as would not, individually or in the aggregate, be material and adverse to the Business, neither Seller, nor any of its Affiliates or the Business has expressly assumed or undertaken any Liability relating to Environmental Laws of another Person, nor has agreed to indemnify any other Person against Liability under Environmental Laws, except with respect to Liabilities for which the Seller, any of its Affiliates or the Business would be liable for independent of its contractual agreement with such Person.

(f) Except as would not, individually or in the aggregate, be material and adverse to the Business, in connection with the Purchased Assets and the Business, no presence, Release or threatened Release of Hazardous Materials exists or has occurred, and no exposure to Hazardous Materials has occurred, for which Seller or any of its Affiliates, with respect to the Business, is required to conduct sampling, investigation, monitoring, corrective action, cleanup, remediation or removal under Environmental Law, or which otherwise would reasonably be expected to give rise to material Liability under any Environmental Law.

**16. Taxes.** Except as set forth on Schedule 5.16:

(a) All material Tax Returns required to be filed with respect to Asset Taxes have been timely filed, and all such Tax Returns are true, correct and complete in all material respects.

(b) All material Asset Taxes due and payable, whether or not shown to be due on any Tax Return, have been timely paid in full.

(c) All material amounts required to be withheld in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other Person by or with respect to the Purchased Assets, the Assumed Obligations or the Business have been duly withheld or collected, and have been paid over to the proper Governmental Entity, and each of Seller and its Affiliates has otherwise complied in all material respects with all applicable Laws relating to the withholding and collection of such Taxes.

(d) No deficiency with respect to a material amount of Asset Taxes has been claimed, proposed, asserted or assessed against or with respect to Seller which has not been fully paid or finally settled.

(e) No material Tax Return required to be filed with respect to any Asset Taxes has been audited by any Governmental Entity for any Tax year which remains open and subject to audit. There is no audit, claim or assessment asserted, pending or threatened in writing, with respect to any material Tax or material Tax Return related to Asset Taxes. No voluntary

disclosure proceeding with respect to the Asset Taxes has been commenced in any U.S. state, local or non-U.S. jurisdiction.

(f) Since October 3, 2016, no claim has been made in writing by any Governmental Entity in a jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction with respect to Asset Taxes.

(g) No waiver of any statute of limitations regarding, or extension of any period for the assessment of, any material Asset Taxes, is currently in effect that will remain in effect following the Closing, and no request for such waiver or extension is pending.

(h) There are no Encumbrances for material Taxes on any of the Purchased Assets other than Permitted Encumbrances.

(i) Buyer will not be held liable for any material unpaid Taxes that are or have become due on or prior to the Closing Date as a successor or transferee, by statute, contract or otherwise, as a result of the transfer of the Purchased Assets, Assumed Obligations, or Business pursuant to this Agreement.

(j) None of the Seller or any of its Affiliates has applied for any private letter ruling, request for administrative relief, request for technical advice, request for a change in method of accounting of the IRS or comparable rulings of any Governmental Entity, in each case, with respect to any Asset Taxes.

(k) None of the Seller or any of its Affiliates is party to any “closing agreement” as described in Section 7121 of the Code (or any similar provision of state, local or foreign Law) or any other agreement with any Governmental Entity with respect to Asset Taxes payable by Buyer in any period after the Closing.

(l) None of the Purchased Assets or the Business is subject to any Tax partnership agreement or is otherwise treated, or required to be treated, as held in an arrangement requiring a partnership income Tax Return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code, and no transfer of any part of the Purchased Assets or the Business will be treated as a transfer of an interest or interests in any partnership for U.S. federal income tax purposes.

(m) Notwithstanding anything to the contrary in this Agreement, the representations and warranties set forth in this Section 5.16 and, to the extent relating to Taxes, Section 5.17 and Section 5.18 are Seller’s sole and exclusive representations regarding income Taxes and income Tax Returns.

**17. Labor Matters.** Except as set forth on Schedule 5.17:

(a) Since January 1, 2023, Seller has not received written notice that any representation petition respecting the Business Employees has been filed with the National Labor Relations Board; and (i) there has not been any labor strike, slowdown, work stoppage, or lockout actually pending or threatened in writing (or to Seller’s Knowledge, threatened orally) involving any Business Employees.

(b) Since January 1, 2023, (i) Seller has not been, and is currently not a, party to, or bound by, any Collective Bargaining Agreement with respect to any Business Employees; (ii) no Collective Bargaining Agreement has been negotiated by Seller or any Affiliate thereof with respect to the Business Employees and no such agreement is currently being negotiated; and (iii) no Business Employees are represented by a labor union, labor organization, works council or employee representative.

(c) Since January 1, 2023, Seller has complied in all material respects with all applicable Laws which relate to employment, including all Laws which relate to wages, hours, wage payment, employment record keeping, discrimination in employment, equal employment opportunity, classification of workers as exempt and non-exempt or as employees versus independent contractors, equal pay, immigration (including applicable I-9 Requirements of Law), leaves, reasonable accommodations, occupational safety and health, confidentiality, labor relations and collective bargaining, and are not liable for any arrears of wages or any Taxes or penalties for failure to comply with any of the foregoing. Except as would not be expected to result in material Liability to the Business, there is no pending or threatened in writing, (or to Seller's Knowledge, threatened orally) claim or investigation in respect of any such Laws (including any employment discrimination charge or employment-related multi-claimant or class actions claims).

(d) In the ninety (90) days prior to the date hereof, Seller has complied with the WARN Act with respect to any work location where any Person employed by Seller or any of its Affiliates who performs services for the Business is employed.

(e) Except as would not be expected to result in material Liability to the Business, Seller and each of its Affiliates has timely paid in full (or adequately accrued for such amounts) to all of the Business Employees, independent contractors who provide services for the Business, and former employees and independent contractors who have provided services for the Business since January 1, 2023, all compensation, including wages, salaries, commissions, bonuses, guaranteed payments, and benefits due and payable as of the date of the Agreement.

## **18. Employee Benefits.**

(a) Schedule 5.18(a) sets forth an accurate and complete list of each material employee benefit plan (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA) and each other material plan, program, policy, agreement, or arrangement providing compensation or benefits to Business Employees, in each case, that is sponsored, maintained by, contributed to, or required to be contributed to by Seller or any of its Affiliates (or to which Seller or an Affiliate is a party or has, or could reasonably be expected to have, any Liability) (without reference to any materiality qualifier, each a "Benefit Plan").

(b) With respect to each material Benefit Plan, Seller has made available to Buyer true and complete copies of each of the following documents, to the extent applicable: (i) each plan document governing such Benefit Plan (including all amendments thereto) or, in the case of any unwritten Benefit Plan, a written summary of the material terms thereof; (ii) the most recent summary plan description, together with each summary of material modifications, if required under ERISA, with respect to such Benefit Plan; (iii) the most recently filed annual report on the Internal Revenue Service Form 5500 with respect to such Benefit Plan; and (iv) the most recent Internal Revenue Service determination, opinion, or advisory letter.

(c) Except as set forth on Schedule 5.18(c):

(i) Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a determination (or is entitled to rely on an opinion or advisory letter) from the Internal Revenue Service that such Benefit Plan is so qualified and, to Seller's Knowledge, each such Benefit Plan is so qualified. To Seller's Knowledge, nothing has occurred that would be reasonably expected to adversely affect the qualified status of any such Benefit Plan.

(ii) Except as would not reasonably be expected to result in a material Liability to Buyer, (A) each Benefit Plan has been maintained, funded, and administered

in compliance with its terms and in compliance with all applicable Laws, including ERISA and the Code; (B) there are no pending or threatened in writing (or to Seller's Knowledge, threatened orally) Claims, audits or investigations relating to or by or on behalf of any of the Benefit Plans, by any Business Employee or any beneficiary thereof covered under any such Benefit Plan or otherwise involving any such Benefit Plan (other than routine claims for benefits); (C) all contributions and distributions required to be made with respect to any Benefit Plan on or prior to the date hereof have been timely made; (D) all reports, returns, notices and similar documents required to be filed with any Governmental Entity or distributed to any Benefit Plan participant have been timely filed or distributed; and (E) there has been no breach of fiduciary duty within the meaning of Part 4 of Subtitle B of Title I of ERISA with respect to any Benefit Plan.

(iii) Except as will not, or would not reasonably be expected to, result in any Liability to Buyer or any of its Affiliates, no Benefit Plan is, and neither Seller nor any of its Affiliates has ever sponsored, contributed to (or had an obligation to contribute to) or has, or could have, any Liability with respect to (A) a "multiemployer plan" within the meaning of Section 3(37) or Section 4001(a)(3) of ERISA (a "Multiemployer Plan"); (B) a multiple employer plan that is subject to Section 413(c) of the Code or Sections 4063 or 4064 of ERISA; (C) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA, or (D) a plan subject to Title IV of ERISA or the minimum funding standards of Section 302 of ERISA or Section 412 of the Code.

(iv) There does not now exist, nor do any circumstances exist that could reasonably be expected to result in, any Controlled Group Liability of Seller or any of its Affiliates that would be a Liability of Buyer or any of its Affiliates following the Closing.

(d) Except as set forth on Schedule 5.18(d), the consummation of the Transactions will not (i) accelerate the vesting or the time of payment, or increase the amount, of any compensation or benefits of any Business Employee, (ii) result in the payment or provision of benefits to, or cancellation of indebtedness of, any Business Employee, or (iii) result in the payment of any "excess parachute payment" (within the meaning of Section 280G(b) of the Code) to any Business Employee.

(e) Except as would not reasonably be expected to result in a material Liability to any Business Employee, each Benefit Plan that is subject to Section 409A of the Code has been established, administered, operated, and maintained in all respects according to the requirements of Section 409A of the Code.

## **19. Information Technology and Data Security.**

(a) To Seller's Knowledge, the Transferred IT Assets are functioning properly (in the case of hardware, ordinary wear and tear excepted) in all material respects as necessary for the conduct of the Business as currently conducted. Seller has implemented reasonable industry standard methods to seek to minimize the possibilities of the introduction of viruses, trojan horses, backdoors or other malicious code into the Transferred IT Assets and, to Seller's Knowledge, the Transferred IT Assets do not contain any such malicious code or defect, in each case, except as would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Business. Except for (i) the services to be provided in the Transition Services Agreement and (ii) as set forth in Schedule 5.7, and subject to the receipt of the necessary consents to transfer any Transferred Contracts, any Seller Data included in the Purchased Assets will continue to be available for Processing by Buyer following the Closing on substantially the same terms and conditions as existed immediately before the Closing in all material respects (subject to any related services provided under the Transition Services Agreement).

(b) Since January 1, 2023, Seller and, with respect to the Processing of Seller Data, to Seller's Knowledge, its Data Processors have, with respect to the Business, complied in all material respects with all applicable Laws and Contracts relating to privacy, data security and the processing of personal information collected, used or held for use by the Business. To Seller's Knowledge, Seller has in place Contracts with all Data Processors to ensure that the Data Processor maintains the confidentiality and security of the Seller Data and materially complies at all times with applicable privacy and data security Laws, and such Contracts include Processing provisions as required under such Laws. Seller has, with respect to the Business, taken commercially reasonable measures designed to ensure that personal information is protected against unauthorized access, use, or disclosure.

(c) To Seller's Knowledge, since January 1, 2023, Seller and its Data Processors have not suffered any material security breach and have not been and are not required to report any security breach to any Governmental Entity or any affected individual, in either case in connection with the Business.

**20. Insurance.** Except as would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Business, (a) all insurance policies of Seller providing coverage for the Purchased Assets, Assumed Obligations and the Business (other than any such policies comprising a Benefit Plan) are in full force and effect, (b) Seller is not in breach of or default under, and, to Seller's Knowledge, no event has occurred which, with notice or the lapse of time or both, would constitute such a breach of or default under, or permit termination or modification under, any such policies, (c) all premiums due with respect to each such policy have been timely paid, (d) Seller has not received any written notice of cancellation of, premium increases with respect to, or alteration of coverage under, any such policies (other than in connection with renewals in the Ordinary Course of Business) and (e) the Seller and its Affiliates maintain insurance coverage in respect of the Business in such amounts and against such risks as are reasonable and adequate in Seller's reasonable judgement. True, correct and complete copies of all such insurance policies that the Buyer has requested Seller to provide have been made available to Buyer.

**21. Real Property.**

(a) Except as would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Business, the Seller or an Affiliate has good, valid and marketable indefeasible fee simple title to each Owned Real Property free and clear of Encumbrances, except for Permitted Encumbrances. True and complete copies of all deeds and other instruments (as recorded), as applicable, by which the Seller or an Affiliate acquired such Owned Real Property in possession or control of the Seller or an Affiliate and relating to the Owned Real Property have been made available to the Buyer and/or its agents. No Owned Real Property is subject to any sales contract, purchase option, right of first refusal, right of first offer, similar agreement or other contractual obligation to sell, assign or dispose of any of the Owned Real Property or any portion thereof or interest therein to any Person. The Seller or an Affiliate is in possession of the Owned Real Property and has not leased, licensed, sublicensed or otherwise granted the right to use, operate or occupy any parcel or any portion of any parcel of any Owned Real Property to any other Person. Except as set forth on Schedule 5.21(a), neither the Seller nor any Affiliate is a party to any Contract or option to purchase any real property or interest therein that has not closed as of the Closing Date.

(b) True and correct copies of all Leases, together with all amendments, extensions, renewals and guaranties with respect thereto, have been provided or otherwise made available to Buyer and/or its agents in all material respects. Seller or an Affiliate has a valid, existing, binding and enforceable leasehold estate in, and enjoys peaceful and undisturbed possession of, all the Leased Real Property pursuant to the Leases. Each Lease is in full force and effect, legal, valid and binding on the parties thereto, and enforceable in accordance with its terms. Except as would

not, individually or in the aggregate, reasonably be expected to be material and adverse to the Business, there are no subleases, licenses or similar agreements granting to any Person other than the Seller or any of its Affiliates the right to use or occupy any Leased Real Property. As of the date hereof, neither the Seller nor any of its Affiliates has received any written or oral notice from any counterparty of any Lease of, nor does the Seller or any of its Affiliates have Knowledge of the existence of, any material default, event, condition or circumstance that, with or without notice, lapse of time, or both, would constitute a material default under any of the Leases, or would permit termination, cancelation, material modification or acceleration of rent under such Lease.

(c) Except as would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Business, the Real Property constitutes all of the real property used and occupied by the Seller and its Affiliates Primarily Related to the Business as currently conducted. All Real Property is in compliance with applicable Laws in all material respects. Neither the Seller nor any Affiliate has received any written notice (or to Seller's Knowledge, any oral notice), affecting any of the Real Property, of any pending or threatened condemnation, eminent domain, taking, transfer in lieu thereof, rezoning or other similar proceedings by any Governmental Entity, or any zoning, building code or other moratorium legal proceeding to impose any special assessment.

(d) To Seller's Knowledge, all buildings, structures, foundations, improvements, fixtures, buildings systems and equipment, and all components thereof, located on the Real Property are in good operating condition and repair (normal wear and tear excepted) in all material respects and are fit and sufficient for use and no significant repairs thereof are required for which Seller or any of its Subsidiaries would have an obligation under applicable Law to undertake.

(e) Except as would not, individually or in the aggregate, reasonably be expected to be material and adverse to the Business, each Easement, or memorandum of such Easement (or similar document) with respect to such Easement, has been filed for record in the real property records of the applicable county or counties in which the real property subject to each Easement is situated to the extent the same is required to be filed for record in the Ordinary Course of Business and reasonably industry standard methods. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all material portions of the Seller's pipelines and appurtenant facilities are located on land that is: (1) Real Property, or (2) an Easement. The Seller has adequate ingress and egress rights to access each Easement for all purposes related to the purposes of such Easement. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) no Easement has been relocated or terminated, (ii) there are no material defaults, and no event has occurred or circumstance exists which, with or without notice, lapse of time, or both, would constitute such a material breach or default or permit the termination, modification or relocation of such Easement, and (iii) all Easements in place permit Seller to operate its pipelines and appurtenant facilities in the manner Seller's Business is currently conducted in all material respects.

## **22. Brokers and Finders**

. Seller and its Affiliates have not incurred, and will not incur, any Liability for a finder's fee, brokerage commission, or similar payment relating to the Transactions for which Buyer or any of its Affiliates will have any responsibility.

## **23. Exclusivity of Representations and Warranties. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS ARTICLE V AND THE CERTIFICATE DELIVERED BY SELLER PURSUANT TO SECTION 4.2(a) (IN**

EACH CASE, AS QUALIFIED BY THE SELLER DISCLOSURE SCHEDULES), NEITHER SELLER NOR ANY OF ITS AFFILIATES, NOR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, EQUITYHOLDERS, PARTNERS, MEMBERS, OR OTHER REPRESENTATIVES HAS MADE, OR IS MAKING, ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, RELATING TO THE PURCHASED ASSETS TO BUYER OR ANY OF ITS AFFILIATES OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, EQUITYHOLDERS, PARTNERS, MEMBERS, OR OTHER REPRESENTATIVES, AND SELLER, ON BEHALF OF ITSELF, ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, EQUITYHOLDERS, PARTNERS, MEMBERS, OR OTHER REPRESENTATIVES, AND SUCH PARTIES HEREBY DISCLAIM ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES AND ALL LIABILITY AND RESPONSIBILITY FOR ALL PROJECTIONS, FORECASTS, ESTIMATES, FINANCIAL STATEMENTS, FINANCIAL INFORMATION, APPRAISALS, STATEMENTS, PROMISES, ADVICE, DATA, OR INFORMATION MADE, COMMUNICATED, OR FURNISHED (ORALLY OR IN WRITING, INCLUDING ELECTRONICALLY) TO BUYER OR ANY OF BUYER'S AFFILIATES OR REPRESENTATIVES, INCLUDING OMISSIONS THEREFROM, AND NEITHER SELLER, ITS AFFILIATES, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, EQUITYHOLDERS, PARTNERS, MEMBERS, OR OTHER REPRESENTATIVES SHALL BE LIABLE IN RESPECT OF THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO BUYER OR ANY OF ITS AFFILIATES OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, EQUITYHOLDERS, PARTNERS, MEMBERS, OR OTHER REPRESENTATIVES OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS ARTICLE V AND THE CERTIFICATE DELIVERED BY SELLER PURSUANT TO SECTION 4.2(a) (IN EACH CASE, AS QUALIFIED BY THE SELLER DISCLOSURE SCHEDULES).

## **ARTICLE VI REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Closing Date (unless such representation and warranty is expressly made as of a specific date, in which case Buyer represents and warrants to Seller as of such date) as follows:

**1. Organization and Good Standing.** Buyer is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Missouri and has all requisite organizational power and authority to own, lease, and operate its assets and to carry on its business as presently conducted. As of the Closing, Buyer will be duly qualified and licensed to do business as a foreign entity in good standing in each jurisdiction in which the conduct of the Business, or the ownership or operation of any Purchased Assets, by Buyer makes such qualification and licensing necessary, except, in each case, for any such failures that would not, individually or in the aggregate, have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement or consummate the Transactions on a timely basis.

**2. Authority and Enforceability.** Buyer has all requisite organizational power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery by Buyer of this Agreement and the Ancillary Agreements to which it is a party, the performance by Buyer of this Agreement and the Ancillary Agreements, and the consummation by Buyer of the Transactions have been duly and validly authorized by all necessary organizational action on Buyer's part. This Agreement has been, and each Ancillary Agreement to which it is a party will be, duly and validly executed and delivered by Buyer, and constitutes or will constitute, assuming the due authorization, execution and delivery by the other parties thereto, a valid and

binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms, except to the extent that enforceability may be limited by the Remedy Exceptions.

**3. No Conflicts.** Except as set forth on Schedule 6.3, assuming: (i) the Required Regulatory Approvals are sought and obtained in accordance with this Agreement and (ii) the receipt of all Listed Consents, none of the execution, delivery, and performance by Buyer of this Agreement or any Ancillary Agreement, nor the consummation of the Transactions, do or will:

- (a) violate or conflict with any of Buyer's Governing Documents in any material respect;
- (b) violate any Law or Order applicable to Buyer or any of its property, except for any such violations of applicable Law or Order that would not have a material and adverse effect on the ability of Buyer to perform its obligations under this Agreement or consummate the Transactions, or that arise as a result of any facts or circumstances relating to Seller or any of its Affiliates;
- (c) other than in connection with the Required Regulatory Approvals, require any declaration, filing, or registration by Buyer or any of its Affiliates with, or notice by Buyer or any of its Affiliates to, or authorization, consent, or approval of, any Governmental Entity, except for any such declarations, filings, registrations, notices, authorizations, consents, or approvals, the failure of which to obtain or make would not have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement or consummate the Transactions; or
- (d) other than in connection with the Required Regulatory Approvals, violate, conflict with, result in a breach of, require any consent or approval of, or (with or without notice or lapse of time or both) constitute a default, give rise to any right of modification, acceleration, payment, cancellation, or termination under or pursuant to any loan agreement, note, bond, mortgage, indenture, or other material instrument or agreement to which Buyer or its Affiliates is a party or by which Buyer or any of its Affiliates or any of their assets may be bound, except for any such violations, conflicts, breaches, consents, approvals, defaults, or other occurrences that (i) would not have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement or consummate the Transactions on a timely basis or (ii) arise as a result of any facts or circumstances relating to Seller or its Affiliates.

#### **4. Financial Capability.**

(a) Assuming the conditions set forth in Section 8.1 and Section 8.2 are satisfied or waived at or prior to Closing, Buyer will have available to it at the Closing funds in connection with the Debt Financing in an aggregate amount, when added with unrestricted cash or amounts from any other available sources of funding, that will enable Buyer to pay the Purchase Price and any fees, costs, and expenses incurred by Buyer in connection with the Transactions and to perform its other obligations hereunder (the "Buyer Required Amount"). As of the Effective Date, Buyer does not know of any circumstance or condition that would or would reasonably be expected to prevent or delay the availability of such funds or otherwise impair Buyer's ability to consummate the Transaction and pay the Buyer Required Amount at the Closing.

(b) Buyer has delivered to Seller true, correct, complete and fully executed copies of executed commitment letters, dated as of the date hereof, between Buyer and the Debt Financing Sources party thereto (including all exhibits, schedules, joinders and annexes related thereto, and the executed fee letters (the "Fee Letters") associated therewith (*provided* that any Fee Letter may be redacted in a customary manner solely as to the fee amount, pricing caps, and other sensitive economic information; *provided, further*, that none of the redacted terms would or would reasonably be expected to (i) adversely affect or delay the availability of the Debt

Financing or (ii) adversely affect the conditionality, availability, enforceability or aggregate principal amount of the Debt Financing or the ability to terminate the Debt Financing), as the same may be amended pursuant to Section 7.23, collectively, the “Debt Financing Commitment Letters”) pursuant to which the lender parties thereto have agreed, subject to the terms and conditions thereof, to provide or cause to be provided the debt financing in the amounts set forth therein (the “Debt Financing”) for the purpose of satisfying Buyer’s obligations under this Agreement, including to pay the Buyer Required Amounts.

(c) As of the Effective Date, the Debt Financing Commitment Letters and the terms of the Debt Financing have not been withdrawn (and no party thereto has indicated an intent to so withdraw), amended, restated or otherwise modified or waived, and the respective commitments contained therein have not been terminated, reduced, withdrawn, modified or rescinded in any respect, and to the Knowledge of Buyer, no such amendment, restatement, modification or waiver thereto is contemplated. As of the Effective Date, the Debt Financing Commitment Letters are in full force and effect and constitute the legal, valid and binding obligation of Buyer and, to the Knowledge of Buyer, the other parties thereto, enforceable against each party thereto in accordance with its terms (in each case, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation, liquidation, preferential transfer, moratorium and similar Laws now or hereafter affecting creditors’ rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at equity or law)).

(d) Buyer acknowledges and agrees that its obligation to consummate the Transactions contemplated by this Agreement are not subject to any conditions regarding Buyer’s or any other Person’s ability to obtain financing for the consummation of the Transactions.

(e) There are no side letters or other legally binding agreements, contracts, or arrangements, or understandings of any kind (written or oral) relating to the funding or investing, as applicable, of the full amount of the Debt Financing, other than as expressly set forth in the Debt Financing Commitment Letters. The Debt Financing is not subject to any conditions precedent other than those expressly set forth in each Debt Financing Commitment Letter.

(f) Buyer has fully paid all commitment fees and other fees required to be paid on or prior to the Effective Date in connection with the Debt Financing.

(g) As of the Effective Date, (i) no event has occurred which would constitute or would reasonably be expected to constitute a breach or default (or an event which with notice or lapse of time or both would constitute or would reasonably be expected to constitute a default) on the part of Buyer, or, to the Knowledge of Buyer, any other party to the Debt Financing Commitment Letters, under the Debt Financing Commitment Letters, and (ii) Buyer has no reason to believe that any of the conditions to the Debt Financing will not be satisfied on a timely basis (or that the full amount of the Debt Financing will not be available to Buyer) on or prior to the Closing Date. Buyer will fully pay when due (and has paid to the extent required to be paid prior to the Effective Date) any and all commitment and other fees, costs and expenses that are required to be paid pursuant to the Debt Financing Commitment Letters or otherwise in connection with the Debt Financing.

**5. Brokers and Finders.** Buyer and its Affiliates have not incurred, and will not incur, any Liability for a finder’s fee, brokerage commission, or similar payment relating to the Transactions for which Seller or any of its Affiliates will have any responsibility.

**6. Legal Proceedings.** There are no Claims pending or, to Buyer’s Knowledge, threatened in writing, which, individually or in the aggregate, would reasonably be expected to

materially impair or delay the ability of Buyer to effect the consummation of the Transactions or otherwise prevent Buyer from performing in all material respects their obligations under this Agreement or any of the Ancillary Agreements. To Buyer's Knowledge, there is no fact relating to Buyer's or any of its Affiliates' respective businesses, operations, assets, financial condition, or legal status, including any officer's, director's, or current employee's status, that would reasonably be expected to impair or delay the ability of the Parties to promptly obtain the Required Regulatory Approvals.

7. **Regulatory Status.** Except as set forth on Schedule 6.7, neither Buyer nor any of its Affiliates (a) operate natural gas pipeline or distribution facilities subject to state public utility requirements or (b) are otherwise subject to the regulatory authority of the TPUC.

8. **RWI Policy.** As soon as reasonably practicable following the Effective Date, Buyer shall have conditionally bound a buyer-side representation and warranty insurance policy(ies) (the "RWI Policy"). The RWI Policy provides coverage on reasonable terms for the benefit of Buyer or its designee as the named insured for breaches of representations and warranties of Seller set forth in Article V that result in any Losses to Buyer. Prior to inception of the RWI Policy, Buyer shall have provided Seller with a reasonable opportunity to review and comment on the draft RWI Policy.

9. **Solvency.** As of (a) the Effective Date and (b) as of the Closing and immediately after consummating the Transactions (including the Debt Financing), Buyer and its consolidated Subsidiaries, taken as a whole, will not: (i) be insolvent (either because their financial condition is such that the sum of their debts and Liabilities is greater than the fair value of their assets or because the present fair salable value of its assets will be less than the amount required to pay their probable Liability on their debts and Liabilities as they become absolute and matured); (ii) have unreasonably small capital with which to engage in their businesses; or (iii) have incurred, or plan to incur, debts beyond their ability to repay such debts as they become absolute and matured. No transfer of property is being made by Buyer and no obligation is being incurred by Buyer in connection with the Transactions (including the Debt Financing) with the intent to hinder, delay, or defraud either present or future creditors of Buyer or its Subsidiaries.

10. **Investigation by Buyer.** Buyer has performed all due diligence that it has deemed necessary to perform concerning the Business, the Purchased Assets, and the Assumed Obligations in connection with its decision to enter into this Agreement and the Ancillary Agreements and to consummate the Transactions, and acknowledges that Buyer, its Affiliates, and its Representatives have been provided access to the personnel, properties, premises, and records of Seller for such purpose. In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis and the representations and warranties of Seller set forth in Article V and any Ancillary Agreement, and Buyer:

(a) acknowledges that none of Seller or any of its Affiliates or Representatives makes or has made any representation or warranty, of any kind or nature whatsoever, either express or implied, oral or written, as to the accuracy or completeness of any of the information provided or made available to Buyer or any of its Affiliates or Representatives, except that the foregoing limitations shall not apply with respect to Seller to the specific representations and warranties set forth in Article V and in the certificate delivered by Seller pursuant to Section 4.2(a) or any Ancillary Agreement, but always subject to the limitations and restrictions contained herein;

(b) agrees, to the fullest extent permitted by applicable Law, that none of Seller or any of its Affiliates or Representatives shall have any Liability whatsoever to Buyer on any basis based upon any information provided or made available, or statements made, whether oral or written, to Buyer or any of its Affiliates or Representatives (including any documents, financial statements, estimates, budgets, forecasts, including forecasted natural gas demand, information, projected information, Third Party reports, such as the quality of earnings report or the market and regulatory vendor due diligence report, or other material), in any "data rooms," teaser, confidential information memorandum, due diligence discussions, management presentations, or otherwise in connection with the Transactions except with respect to the representations and

warranties set forth in Article V of this Agreement and in the certificate delivered by Seller pursuant to Section 4.2(a) and the Ancillary Agreements; *provided*, that nothing in this Section 6.10 shall in any way be deemed to limit or modify any rights of Buyer or its Affiliates under the RWI Policy or to the extent arising from or related to Fraud or inhibit Buyer from obtaining any remedies Buyer may have against any insurer under the RWI Policy or to the extent arising from or related to Fraud;

(c) acknowledges that (i) there are inherent uncertainties in any estimates, budgets, forecasts, including forecasted natural gas demand, Third Party reports, projected information estimates, or similar information, and (ii) that Buyer takes full responsibility for making its own evaluation of the adequacy and accuracy of any such estimates, budgets, forecasts, Third Party reports, projected information estimates, or similar information (including the reasonableness of the assumptions underlying any such estimates, budgets, forecasts, projected information estimates, or similar information); and

(d) acknowledges that, except as expressly set forth in Article V and in the certificate delivered by Seller pursuant to Section 4.2(a) and the Ancillary Agreements, as qualified by the Seller Disclosure Schedules, or in the Ancillary Agreements there are no representations or warranties of any kind, express or implied, oral or written, with respect to the Business, the Purchased Assets, or the Assumed Obligations.

## ARTICLE VII COVENANTS OF THE PARTIES

### 1. Conduct of the Business.

(a) From the Effective Date and prior to the earlier to occur of the Closing Date and the date that this Agreement is validly terminated in accordance with Article IX (the “Interim Period”), except: (i) as expressly required or expressly permitted by this Agreement (including as described on Schedule 7.1 and the other matters expressly contemplated by the other Schedules and Exhibits hereto) or any of the other Ancillary Agreements or as required by applicable Law (including any Pandemic Measures and any action taken, or omitted to be taken, by Seller or its Affiliates pursuant thereto); (ii) in connection with necessary repairs due to unanticipated breakdown or casualty, or other actions in accordance with Good Utility Practices in response to a business emergency or other unforeseen operational matters (in which case, Seller shall provide Buyer with written notice of such repairs or other actions reasonably in advance of taking such actions to the extent reasonably practicable under the circumstances, or otherwise reasonably promptly thereafter); or (iii) as otherwise approved in advance in writing by Buyer (which approval shall not be unreasonably withheld, conditioned or delayed), Seller shall, and shall cause its Affiliates to, use commercially reasonable efforts to operate the Purchased Assets and the Business in the Ordinary Course of Business.

(b) Without limiting the generality of the foregoing, during the Interim Period, except (x) as otherwise expressly contemplated by this Agreement (including as described on Schedule 7.1 and the other matters expressly contemplated by the other Schedules and Exhibits hereto) or any of the other Ancillary Agreements (y) as required by applicable Law (including any Pandemic Measures and any action taken, or omitted to be taken, by Seller or its Affiliates pursuant thereto) or (z) as otherwise approved in advance in writing by Buyer (which approval shall not be unreasonably withheld, conditioned, or delayed), Seller shall not (with respect to the Business, Purchased Assets and Assumed Obligations), and shall cause its Affiliates, not to, directly or indirectly:

(i) sell, lease (as lessor), sublease, license, assign, mortgage, pledge, transfer, encumber or otherwise dispose of any of the Purchased Assets (other than (x) Real

Property, which is addressed in Section 7.1(b)(viii) and (y) Business Intellectual Property, which is addressed in Section 7.1(b)(xii)), other than: (A) the use, disposal or sale of Inventory in the Ordinary Course of Business; (B) the disposal of Purchased Assets having an aggregate value of less than \$5,000,000; or (C) the disposal of obsolete, defective, or surplus Purchased Assets that are no longer useful in the Business;

(ii) terminate, assign, relinquish or permit to lapse (other than in accordance with the terms of such Material Contract or Transferable Permit) any material rights under, grant any material waiver or material consent under, or amend in any material respect, any of the Material Contracts or Transferable Permits (or any contract or Permit which, if in effect as of the date hereof, would be a Material Contract or a Transferable Permit) except for: (A) the expiration of any Material Contract or Transferable Permit in accordance with its terms or extensions that become automatically effective unless a party thereto provides prior notice of an intention not to renew or extend and (B) amendments in the Ordinary Course of Business, including to extend the term of any Material Contract or Transferable Permit;

(iii) enter into any Transferred Contract that would constitute a Material Contract if in existence as of the Effective Date (other than renewals of any Material Contract in the Ordinary Course of Business without any material changes to the terms thereof) unless such Transferred Contract is entered into in the Ordinary Course of Business and may be terminated by Buyer, without penalty or cost on no more than ninety (90) days prior written notice following the Closing;

(iv) increase or decrease the number of Business Employees, or transfer employees from or to the positions of employment in which Business Employees are employed, except for any transfers, increases or decreases (in the aggregate) that do not impact more than 10% of the total number of Business Employees listed on Schedule 7.11(a) as of the date hereof and that (A) are made in the Ordinary Course of Business to fill positions due to turnover in respect of any individual whose annual base compensation does not exceed \$200,000 or (B) result from a termination of a Business Employee's employment for cause as determined by Seller in its good faith discretion;

(v) grant any increase in the compensation of, or grant any bonus or retention or severance pay to, any Business Employee, except: (A) for increases in compensation and bonuses in the Ordinary Course of Business; (B) for bonuses, including long-term incentive awards, and retention and severance pay that will be fully paid by Seller and result in no Liability to Buyer or its Affiliates; (C) for any acceleration of the vesting or payment of any cash incentive, equity or equity-based compensation that will be paid by Seller and result in no Liability to Buyer or its Affiliates; and (D) as required by a Collective Bargaining Agreement;

(vi) establish, adopt, enter into, terminate or amend in any material respect any Benefit Plan other than as required by applicable Law, unless any such amendment applies in substantially the same manner to Business Employees and all other employees similarly situated of Seller and its Affiliates;

(vii) commence, waive, release, assign, settle or compromise any pending or threatened action, suit, or proceeding or any claim or claims, that (A) would reasonably be expected to result in injunctive or other equitable relief that would be material to and binding upon the Business or, following the Closing, the Buyer or (B) in the aggregate, would reasonably be expected to result in a monetary liability of greater than \$7,500,000;

(viii) enter into any Contract for the purchase, sale or lease of real property Primarily Related to the Business or amend, terminate, or grant any waiver or consent with respect to any Real Property, except (A) for any leases, subleases, licenses (as tenant, subtenant or licensee) of real property with an annual base rent of less than \$5,000,000 in aggregate or renewals or extensions of existing Leases in accordance with the terms thereof in the Ordinary Course of Business, (B) for any terminations that become automatically effective unless a party thereto provides prior notice of an intention not to renew or extend, (C) with respect to routine service, property management, asset management or similar services or equipment leasing contracts relating to the Real Property, in each case, in the Ordinary Course of Business or (D) sales, assignments, transfers, conveyances or disposals of any Real Property with a fair market value of less than \$5,000,000 in the aggregate;

(ix) fail to make capital expenditures in accordance with the capital plan set forth on Schedule 7.1(b)(ix) (the “Capital Expenditures Budget”), subject to a 15% aggregate variance in any calendar year;

(x) enter into any Contract with any union or labor organization (including any Collective Bargaining Agreement if entered into by Seller with respect to any Business Employees) or amend or modify any Collective Bargaining Agreements in any material respect, in each case, except as required by a Collective Bargaining Agreement or an arbitration decision or effects bargaining in connection with the Transactions (other than, with respect to effects bargaining, any Contract that results in material Liability to the Business following the Closing without prior consultation with Buyer);

(xi) (A) make any material Tax election outside the ordinary course of business and not required by applicable Law that would result in an increased Tax Liability of Buyer or (B) settle or compromise any material Tax Liability that would constitute an Assumed Obligation; *provided, however,* that nothing in this Section 7.1(b)(xi) shall prevent Seller from taking any action to the extent such action (1) affects solely the assets or business of Seller other than the Purchased Assets or the Business or (2) relates to income Taxes or income Tax Returns of Seller or any of its Affiliates;

(xii) sell, assign, transfer, license, dispose of, encumber, cancel, abandon or allow to lapse any material Business Intellectual Property, other than (A) non-exclusive licenses granted in the Ordinary Course of Business, or (B) expiration of Business Intellectual Property in accordance with the applicable statutory term; or

(xiii) agree or commit to take any action which would be a violation of the restrictions set forth in this Section 7.1(b).

Nothing in the foregoing shall prevent or prohibit Seller or its Affiliates from making necessary repairs due to unanticipated breakdown or casualty, or taking other actions in accordance with Good Utility Practice in response to a business emergency or other unforeseen operational matters so long as such action, and the basis therefor, is disclosed to Buyer in writing in advance to the extent reasonably practicable under the circumstances, and otherwise promptly thereafter. Any approval from Buyer for matters addressed in this Section 7.1 may be granted in writing (including through the minutes of a meeting of the Transition Committee) by a Buyer designee on the Transition Committee (including at a meeting of the Transition Committee or via email).

## 2. Access.

(a) Subject to confidentiality obligations that may be applicable to information furnished to Seller or any of its Subsidiaries by Third Parties that may be in Seller's or any of its Subsidiaries' possession from time to time, during the Interim Period, to the extent permitted by applicable Law, including in accordance with the HSR Act, Seller shall, and shall cause its Affiliates to, during ordinary business hours and upon reasonable notice: (i) give Buyer and any of its Affiliates and its and their respective Representatives reasonable access to the physical sites, properties, facilities, financial materials, books and records of Seller and its Affiliates to the extent related to the Business, the Purchased Assets and the Assumed Obligations; (ii) permit Buyer, its Affiliates and its and their respective Representatives to make such reasonable inspections thereof as Buyer may reasonably request; (iii) furnish Buyer, its Affiliates and its and their respective Representatives with (or provide access to) such financial and operating data and other information with respect to the Business, Purchased Assets and Assumed Obligations (and any properties, facilities, books and records related thereto) as Buyer may from time to time reasonably request; and (iv) furnish Buyer, its Affiliates and its and their respective Representatives with (or provide access to) a copy of each material report, schedule, or other Document (and any properties, facilities, financial materials, books and records related thereto) (which may be reasonably redacted by Seller to the extent not related to the Business) filed or submitted by Seller with, or received by Seller from, any Governmental Entity, in each case: (A) to comply with reporting, disclosure, filing, or other requirements imposed on Buyer or its Affiliates (including under applicable securities Laws) or for other bona fide business reasons; (B) to satisfy audit, accounting, claims, regulatory, litigation, subpoena, or other similar requirements; (C) to comply with the obligations of Buyer under this Agreement or the Ancillary Agreements or (D) to reasonably aid Buyer and its Affiliates with respect to the transition of the Business to Buyer from and after the Closing; *provided, however,* that any such access will be conducted at Buyer's risk and expense, at a reasonable time, under the supervision of Seller's or its Affiliates' personnel; and (w) any such investigation will be conducted in such a manner as not to interfere unreasonably with the operation of the Business or any other Person, including the business of Seller and its Affiliates; (x) none of Seller or its Affiliates shall be required to take any action which would constitute or result in a waiver of any of the foregoing to the extent subject to the attorney-client privilege, attorney work product privilege, or other applicable legal privilege of Seller or any of its Affiliates or Representatives; (y) Seller shall not be required to supply any information relating to the sale process for the Business and information and analysis (including financial analysis) relating thereto; and (z) none of Seller or its Affiliates shall be required to supply Buyer with any information which Seller or its Affiliate is under a legal obligation not to supply (*provided, that, in the case of this clause (z), to the extent reasonably practicable, Seller shall provide Buyer with a reasonably detailed summary of such withheld information in a manner which would not violate such legal obligation not to supply;*) *provided, further,* that Buyer's access to the Real Property may be limited to the extent Seller reasonably determines that (A) any such restrictions are required pursuant to any Contracts or instruments related to or governing the Real Property or (B) any such access would jeopardize the health and safety of any of its employees or other Representatives (including in light of any Pandemic). Notwithstanding the foregoing, Seller may, upon the advice of outside counsel, which may be internal counsel, reasonably designate any competitively sensitive material provided to Buyer under this Section 7.2 as "outside counsel only." Such materials and the information contained therein shall be given only to Buyer's outside counsel, and Buyer shall cause such outside counsel not to disclose such materials or information to Buyer's Affiliate or employees, officers, directors, or other Representatives of Buyer, unless express written permission is obtained in advance from the source of the materials. Notwithstanding anything herein to the contrary, no such access, disclosure, or copying shall be permitted for a purpose relating to a dispute or potential dispute between Seller and Buyer or any of its respective Affiliates. All requests for access and information pursuant to this Section 7.2 shall be made to such Representatives of Seller as Seller shall designate in writing, who shall be solely responsible for coordinating all such requests and all access permitted hereunder.

(b) Notwithstanding anything in this Section 7.2 to the contrary: (i) Buyer will not have access to human resources, personnel, and medical records if such access could, in Seller's opinion (in its sole discretion), subject Seller to risk of Liability or otherwise violate applicable Law, including the Health Insurance Portability and Accountability Act of 1996; (ii) Buyer will not have access to any information to the extent relating to any Tax Return of Seller or any of its Affiliates that does not constitute a Document; and (iii) any investigation of environmental matters by or on behalf of Buyer will be limited to visual inspections, site visits, records reviews, and employee interviews commonly included in the scope of "Phase 1" level environmental site assessments and environmental compliance reviews, and Buyer will not have the right to perform or conduct any sampling or testing at, in, on, or underneath any of the Purchased Assets without the express written consent of Seller (which consent can be withheld, conditioned or delayed in Seller's sole discretion). Buyer shall abide by Seller's safety rules, regulations, and policies (including the execution and delivery of any documentation or paperwork (e.g., Liability releases)) with respect to Buyer's access to any of the Real Property to the extent disclosed to Buyer in advance or at the time of such access. Seller shall have the right to have a Representative present at all times during any such inspections, interviews, and examinations. Buyer shall hold in confidence all such information on the terms and subject to the conditions contained in the Confidentiality Agreement. No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty, covenant, or agreement given or made by Seller in this Agreement.

(c) (i) BUYER, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE REPRESENTATIVES, AS APPLICABLE, WAIVE AND RELEASE ALL DAMAGES AND LOSSES AGAINST THE SELLER INDEMNIFIED PARTIES FROM AND (ii) BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SELLER INDEMNIFIED PARTIES FROM AND AGAINST ALL DAMAGES AND LOSSES RESULTING FROM OR RELATING TO THE ACTIVITIES OF BUYER, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE REPRESENTATIVES UNDER THIS SECTION 7.2, EVEN IF SUCH LOSSES ARISE OUT OF OR RESULT FROM, SOLELY OR IN PART, THE SOLE, ACTIVE, PASSIVE, CONCURRENT, OR COMPARATIVE NEGLIGENCE (INCLUDING GROSS NEGLIGENCE), WILLFUL MISCONDUCT, STRICT LIABILITY, OR OTHER FAULT OR VIOLATION OF LAW BY THE SELLER INDEMNIFIED PARTIES. The foregoing indemnification obligation shall survive the Closing or the termination of this Agreement.

**3. Access to Books and Records; Cooperation.** Each Party and its Affiliates shall retain the books, records, documents, instruments, accounts, correspondence, writings, evidences of title, and other papers relating to the Business, the Purchased Assets, including the Purchased Documents in its possession or control, and the Assumed Obligations, in each case, as of the Closing Date, for a period of six years following the Closing Date or such longer period as may be required by applicable Law or any applicable Order, and shall cause its Affiliates to provide the other Party and its Affiliates and Representatives reasonable access during regular business hours to such books and records (including the right to receive hard or electronic copies thereof) and to the employees of such Party as reasonably requested by the other Party or its Affiliates and will be conducted in such a manner as not to unreasonably interfere with the operation of the business of any Party or its respective Affiliates, including the Business after the Closing in the case of Buyer; *provided*, that such access for either Party or its Affiliates and Representatives will not include any records (a) to the extent prohibited by any obligation of confidentiality owed to a Third Party, (b) that involve information pertinent to any Claim in which either Party or its Affiliates, on the one hand, and the other Party and its Affiliates, on the other hand, are then currently engaged in, or (c) that are privileged under the attorney-client privilege, attorney work product privilege, or any other applicable privilege of a Party or that would otherwise result in an action that would constitute or result in a waiver of such privileges; *provided, however*, that in the case of clause (c), each Party shall use respective commercially reasonable efforts to disclose such applicable information in a manner that would not reasonably be expected to constitute a

waiver of the applicable privilege; *provided, further*, that the retention obligations and access rights in this Section 7.3 shall no longer apply to such books and records of a Party that have been provided in hard or electronic copy to the other Party. The Party exercising the right of access hereunder will be solely responsible for any costs or expenses incurred by either Party in connection therewith. This Section 7.3 shall not apply with respect to Taxes, which shall be governed by Section 7.10(c).

#### **4. Confidentiality.**

(a) Buyer acknowledges that the information being provided to it in connection with the Transactions and the consummation thereof (including the terms and conditions of this Agreement and the Ancillary Agreements) is subject to the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference. Except as provided in Section 7.4(b), Buyer, its Affiliates, and its and their respective Representatives shall hold in confidence all Confidential Information (as defined in the Confidentiality Agreement) obtained from Seller or its Affiliates or Representatives, in accordance with the provisions of the Confidentiality Agreement which, notwithstanding anything contained herein or therein, shall remain in full force and effect following the execution of this Agreement and shall survive any termination of this Agreement in accordance with its terms.

(b) Effective upon, and only upon, the Closing, the confidentiality provisions of the Confidentiality Agreement shall terminate with respect to Confidential Information relating solely to the Business, the Purchased Assets and the Assumed Obligations; *provided, however*, that Buyer acknowledges and agrees that, notwithstanding anything to the contrary in (including any shorter term as provided in) the Confidentiality Agreement, (i) any and all other Confidential Information provided (or made available) to it by or on behalf of Seller or any of its Affiliates or Representatives, whether prior to or after the Closing, concerning Seller, or any of its Affiliates or Representatives or their respective businesses, services, or operations shall remain subject to the terms and conditions of the Confidentiality Agreement, in each case after the Closing Date until the later of (x) the second anniversary of the Closing and (y) the first anniversary of the termination of the Transition Services Agreement and (ii) Buyer shall remain subject to Section 13 of the Confidentiality Agreement until the second anniversary of the Closing; *provided, however*, that the following actions shall not be considered a breach of that section: (A) solicitations for employment of any persons whose employment with Seller and its Subsidiaries ended at least six months prior to such solicitation or (B) the employment of any person who initiates contact with Buyer or its Affiliates without violation by Buyer of its obligations under Section 13 of the Confidentiality Agreement.

(c) From and after the Closing until the later of (x) the second anniversary of the Closing and (y) the first anniversary of the termination of the Transition Services Agreement, Seller will, and will cause its Affiliates and Representatives to, hold all Business Confidential Information in strict confidence and not disclose it to any Person other than its Affiliates and Representatives who have a need to know such information and are advised as to the confidential nature thereof, except to the extent such information (i) is in the public domain through no violation of this Agreement by Seller, its Affiliates, or their respective Representatives, (ii) is lawfully acquired by Seller, any of its Affiliates or their respective Representatives from and after the Closing from sources not actually known to be prohibited from disclosing such information to such Person by an obligation of confidentiality to Buyer or (iii) is developed independently by Seller, any of its Affiliates or any of their respective Representatives without the use of Business Confidential Information. Notwithstanding the foregoing, Seller or its Affiliates or Representatives may disclose Business Confidential Information to the extent that such information is required to be disclosed by Seller or its Affiliates, or Representatives by applicable Law or in connection with any proceeding by or before a Governmental Entity, including any disclosure, financial or otherwise, required to comply with the rules of any securities commission or exchange; *provided*, that Seller will (A) give Buyer advance notice

thereof as promptly as possible and (B) at Buyer's expense, reasonably cooperate with Buyer in seeking any protective orders or other relief as Buyer may reasonably request and (C) disclose only that portion of the Business Confidential Information as it is legally required to disclose. Seller shall be liable for any breach of this Section 7.4(c) by any of its Affiliates and Representatives.

(d) Notwithstanding anything herein or in the Confidentiality Agreement to the contrary, the term limitations set forth in Section 7.4(b) and Section 7.4(c) are expressly agreed by the Parties to modify any applicable term limitation contained in the Confidentiality Agreement with respect to such obligations.

**5. Contact: Non-Disparagement.** Except as otherwise provided in this Agreement or in the ordinary course of Buyer's business unrelated to the Transactions, during the Interim Period, Buyer shall not, and shall instruct their respective Affiliates and Representatives not to, contact or communicate with the employees, material customers or material suppliers, any other Persons actually known by Buyer to have a material business relationship with Seller or its Affiliates, or any Governmental Entity or Representatives thereof in connection with the Transactions whether in person or by telephone, mail, or other means of communication, without the prior written consent of Seller (which shall not be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary in the foregoing, until the second (2nd) anniversary of the Closing, Buyer and Seller shall not, and shall cause their respective Affiliates and Representatives not to, directly or indirectly, disparage any other Party or its Affiliates and Representatives or that has the purpose or intent of adversely affecting such other Party, its Affiliates or Representatives, in any written or oral communication with any Person; *provided*, that the foregoing shall not apply to true and factual statements or assertions made in the course of litigation or pursuant to any Claims, including in connection with the RWI Policy or in respect of indemnification claims in accordance with the terms of this Agreement but, for the avoidance of doubt, excluding any Claim related to any approvals or consents contemplated in Section 7.9 or Section 7.19.

**6. Interim Agreements.** During the Interim Period, Seller and its Affiliates may enter into new Transferred Contracts that would constitute Material Contracts, and Schedule 5.9(a) (Material Contracts) shall be deemed automatically supplemented to include such new Transferred Contracts if: (a) Buyer consents in writing thereto (which consent shall not be unreasonably withheld, conditioned, or delayed); *provided, however*, that in the event Seller has requested Buyer's consent to enter into such Transferred Contract and Buyer has not responded to such request within five (5) Business Days, Buyer shall be deemed to have consented to the entry into such Transferred Contract; or (b) such Transferred Contract does not require Buyer's consent under the terms of Section 7.1(b)(iii).

**7. Further Assurances.**

(a) Subject to the terms and conditions of this Agreement (including Section 7.9 (Governmental Approvals) and Section 7.19 (Listed Consents) which shall control with respect to matters described therein), each of the Parties shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper, or advisable under applicable Law to consummate and make effective the Transactions, including using commercially reasonable efforts to satisfy the conditions precedent to each Party's obligations hereunder or thereunder. Neither Party will, and each Party will cause its Affiliates not to, in each case, without the prior written consent of the other Party, take any action which would reasonably be expected to prevent or materially impede, interfere with, or delay the Transactions.

(b) Seller and Buyer each agree that, from time to time on or after the Closing Date, they shall execute and deliver, or cause their respective Affiliates to execute and deliver, such further documents, instruments, conveyances and assurances, and take (or cause their respective

Affiliates to take) such other action as may be reasonably necessary to carry out the purpose and intent of this Agreement and the Ancillary Agreements.

(c) In the event and for so long as either Party is actively contesting or defending any Third Party Claim in connection with any transaction contemplated under this Agreement, and without limiting the Parties' obligations under Section 7.22(b), the other Party shall use its commercially reasonable efforts to cooperate with the contesting or defending Party and its counsel in the contest or defense, make available its personnel and Representatives, and provide access to its books and records as is reasonably necessary in connection with the contest or defense; *provided* that, no Party shall be required to take any action which would constitute or result in a waiver of the attorney-client privilege, work product doctrine or other legal privilege unless the party to whom the privilege belongs waives such privilege.

## **8. Transition Committee; Planning.**

(a) As soon as reasonably practicable after the Effective Date, Buyer and Seller will each designate two (2) individuals reasonably acceptable to each other to a working committee (the "Transition Committee") for the purpose of, subject to the Confidentiality Agreement and compliance with applicable Law, coordinating during the Interim Period with respect to the migration and integration of the Purchased Assets, Assumed Obligations and Business to and into Buyer, including to (i) consider in good faith and negotiate the terms of Exhibit A to the Transition Services Agreement and (ii) identify and seek to obtain any required consent(s) from counterparties in respect of the provision of services contemplated under the Transition Services Agreement pursuant to Section 7.19(c). In the event that any such Transition Committee member is unable to attend a meeting of the Transition Committee or is otherwise temporarily unavailable to discharge his or her duties in connection with the Transition Committee, Buyer or Seller, as applicable, shall have the right to designate one "alternate" individual to the Transition Committee. Such "alternate" individual shall be entitled to attend meetings of the Transition Committee in place of the originally designated committee member for so long as such Transition Committee member is unable to attend meetings of the Transition Committee or is otherwise unavailable to discharge his or her duties in connection therewith. The Transition Committee will meet at least monthly during the Interim Period (and such meeting may be by telephonic or video conference in lieu of an in-person meeting). The obligations of the Parties under this Section 7.8 are in addition to any other obligations of the Parties in this Agreement.

(b) In furtherance of the transition and subject to Section 7.19, during the Interim Period, Seller shall, and shall cause its Affiliates to, work together with Buyer in good faith and the Parties shall use their commercially reasonable efforts to obtain any required consent(s) from counterparties to Seller's asset management agreements, interstate pipeline service agreements and natural gas purchase and sales contracts that are Transferred Contracts ("Material Gas Contracts") to (i) assign or novate such Material Gas Contracts, as appropriate, to Buyer at Closing (or for Buyer to enter into replacement agreements for such Material Gas Contracts), or (ii) in lieu of obtaining such consents, obtain from such counterparties capacity releases to preserve the capacity to which Seller is currently entitled through the transaction for the benefit of Buyer or its Affiliates. If such third party consents to assign or novate (or enter into replacements agreements for) such Material Gas Contracts have not been granted as of the Closing Date (or such counterparties have not provided the capacity releases referenced in the foregoing sentence), then Seller or its Affiliates shall continue the efforts described in this Section 7.8(b) under the terms of the Transition Services Agreement and, to the extent requested by Buyer, use commercially reasonable efforts to ensure that the capacity to which Seller is currently entitled under Material Gas Contracts is preserved through the transaction for the benefit of Buyer or its Affiliates on substantially the same economic basis. Such Material Gas Contracts may constitute a full, stand-alone Contract transferred from Seller to Buyer or a portion of a Contract where the portion of the rights and obligations under the Contract

Exclusively Related to the Business is transferred to Buyer and the remaining portion of rights and obligations under the Contract is retained by Seller.

(c) Notwithstanding anything to the contrary in this Section 7.8, Seller shall not be obligated to provide to Buyer any pricing or other information related to any Shared Contracts if provision of such information would violate the terms of the Contracts related to such Shared Contracts.

## **9. Governmental Approvals.**

(a) Upon the terms and subject to the conditions set forth in this Agreement, each Party shall cooperate and promptly prepare and file all necessary documentation to effect all necessary applications, notices, petitions and filings, and shall use reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things in order to, (i) obtain all approvals and authorizations of all Governmental Entities necessary or advisable to consummate and make effective, in the most expeditious manner reasonably practicable, the Transactions, including the Required Regulatory Approvals, (ii) make all registrations, filings and submissions, and thereafter, make any other required registrations, filings or submissions, and pay any fees due in connection therewith, with any Governmental Entity necessary in connection with the consummation of the Transactions, (iii) defend any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Transactions, (iv) seek to have lifted or rescinded any injunction or restraining order which may adversely affect the ability of the Parties to consummate the Transactions, in each case until the issuance of a final, non-appealable order with respect thereto, and (v) execute and deliver any additional agreements or instruments reasonably necessary to consummate the Transactions.

(b) In furtherance of the obligations set forth in Section 7.9(a) and otherwise subject to the terms of this Section 7.9, each of the Parties shall make or cause to be made, as promptly as reasonably practicable after the Effective Date and in any event within forty-five (45) days after the Effective Date, which may be extended by mutual agreement of the Parties, all necessary filings with Governmental Entities related to the Transactions, including (i) the Required Regulatory Approvals and (ii) the FERC Filing; provided that, to the extent required, the filings for any consents set forth on Schedule 7.9(b)(ii) shall be made at such time as mutually reasonably agreed by Buyer and Seller. Each of the Parties shall supply as promptly as reasonably practicable (and in any case within any applicable time period required by the applicable Governmental Entity) additional information and documentary material that may be requested by the Federal Trade Commission, the Department of Justice Antitrust Division, the TPUC, FERC or the applicable Governmental Entity with respect to any other approval or authorization necessary or advisable to consummate and make effective the Transactions.

(c) If the FERC approvals contemplated by the FERC Filing have not been granted as of the Closing Date, then Seller or its Affiliates shall continue the efforts to obtain such waivers pursuant to the terms of the Transition Services Agreement.

(d) In furtherance of the obligations set forth in Section 7.9(a) and Section 7.9(b) and otherwise subject to the terms of this Section 7.9, each Party will use its reasonable best efforts to take (and to cause its Subsidiaries and Affiliates to take) promptly any and all steps reasonably necessary, proper or advisable to obtain all approvals and authorizations of all Governmental Entities necessary or advisable to consummate and make effective the Transactions, including the Required Regulatory Approvals, so as to enable the Parties to close the Transactions as promptly as reasonably practicable, including, if necessary, by proposing, negotiating, committing to and implementing, by way of settlement, stipulation, operational restriction, consent decree, hold separate order, divestiture, undertaking or otherwise, all terms, conditions, Liabilities, commitments, sanctions or undertakings required by applicable Governmental

Entities in respect of each Party and any of their Affiliates; *provided*, that, in any case, such reasonable best efforts shall not require Seller or any of its Affiliates to pay any consideration (monetary or otherwise) or make any offer, acceptance or agreement or commitment to any undertakings, terms, conditions, liabilities, obligations, commitments or sanctions (including settlements, stipulations, operational restrictions, consent decrees, hold separate orders, divestitures or otherwise).

(e) Notwithstanding anything contained in this Agreement (including the obligations set forth in Section 7.9(a), Section 7.9(b) and Section 7.9(d)), (i) neither Party nor any of its Affiliates shall be required to, and each Party and its Affiliates shall not be permitted to without the other Party's prior written approval, in connection with obtaining any Required Regulatory Approvals, agree or consent to or accept any undertakings, terms, conditions, liabilities, obligations, commitments or sanctions (including settlements, stipulations, operational restrictions, consent decrees, hold separate orders, divestitures or otherwise) as a condition to obtaining the Required Regulatory Approvals that would, individually or in the aggregate, have or reasonably be expected to have a Burdensome Condition. Nothing contained in this Agreement (including the obligations set forth in Section 7.9(a), Section 7.9(b) and Section 7.9(d)) shall require Buyer or Seller or any of their respective Affiliates to agree or consent to or accept any undertakings, terms, conditions, Liabilities, obligations, commitments or sanctions (including settlements, stipulations, operational restrictions, consent decrees, hold separate orders, divestitures or otherwise) in connection with obtaining the Required Regulatory Approvals to take any action or agree to any commitment that is not conditioned on the Closing.

(f) Unless prohibited by applicable Law or by the applicable Governmental Entity, (i) to the extent reasonably practicable, neither Seller nor Buyer (nor their respective Representatives on their behalf) shall participate in or attend any meeting, or engage in any substantive discussion with any Governmental Entity (including any member of any Governmental Entity's staff) in respect of this Agreement or the Transactions (including with respect to any of the actions referred to in Section 7.9(a) and Section 7.9(b)) without providing prior notice of any such meeting or discussion to the other and allowing the other Party to attend such a meeting or discussion (subject to appropriate confidentiality restrictions), (ii) in the event a Party is prohibited by applicable Law or by the applicable Governmental Entity from participating in or attending any such meeting or engaging in any such discussion, the other Party shall keep such Party reasonably and promptly apprised with respect thereto, (iii) the Parties shall cooperate in the filing of any substantive memoranda, white papers, filings, correspondence or other written communications explaining or defending this Agreement or the Transactions, articulating any regulatory or competitive argument or responding to requests or objections made by any Governmental Entity or intervenor and allow the other Party a reasonable opportunity to comment thereon prior to submission and take account in good faith any such comments, and (iv) to the extent reasonably practicable, each Party shall promptly provide the other Party copies of all correspondence, filings (with the exception of the Parties' HSR Filings) and communications between it and its Affiliates and their respective Representatives, on the one hand, and any Governmental Entity (including any member of any Governmental Entity's staff), on the other hand, with respect to this Agreement or the Transactions; *provided* that (x) neither Party shall be under an obligation to disclose confidential information with respect to the Party or its Affiliates to the other Party and (y) the obligations in this sentence do not extend to meetings or discussions by the Parties with applicable Governmental Entities that are not arranged or held in connection with the Transactions, notwithstanding the fact that the Transactions or the Required Regulatory Approvals may be discussed in such meetings or discussions (*provided, however*, that, unless otherwise agreed by Buyer and Seller in advance, in any such meetings or discussions, (A) the Party present for such meeting or discussion shall only respond to questions or comments by a Governmental Entity relating to the Business during such meeting or discussion so long as such Party is not disclosing any confidential information of the Business or the other Party and its Affiliates and (B) to the extent reasonably practicable, any responses

provided by the Party present for such meeting or discussion shall be consistent in all material respects with the substance of the filings and other communications previously provided by the Parties to such Governmental Entity). Seller and Buyer shall jointly (A) control the strategy for obtaining any Required Regulatory Approvals and (B) coordinate the overall development of the positions to be taken and the regulatory actions to be requested in any filing with a Governmental Entity in connection with the Transactions and the Required Regulatory Approvals and in connection with any investigation or other inquiry or litigation by or before, or any negotiations with, a Governmental Entity relating to the Transactions and the Required Regulatory Approvals. For the avoidance of doubt, this Section 7.9(f) shall not apply to Tax matters.

(g) Seller and Buyer shall, and shall cause their respective Affiliates to, cooperate with each other and use commercially reasonable efforts to, as promptly as practicable (except in the case of Customary Post-Closing Consents or Listed Consents, which are governed by Section 7.19): (i) prepare and file all necessary applications, notices, petitions, and filings, and execute all agreements and documents, to the extent required by applicable Law, Order, or this Agreement for consummation of the Transactions (including the Required Regulatory Approvals); (ii) obtain the transfer or assignment to Buyer of all Transferable Permits; and (iii) obtain the consents, approvals, and authorizations of all Governmental Entities to the extent required by applicable Law or Order for consummation of the Transactions (including the Required Regulatory Approvals). Unless prohibited by applicable Law or by the applicable Governmental Entity, each Party shall promptly notify the other Party of any notice or other communication from any Person alleging that such Person's approval, authorization, consent or Permit is or may be required in connection with the Transactions. For the avoidance of doubt, the provisions of this Section 7.9(g) shall not be deemed to expand the rights or obligations of either Party to the extent expressly covered by any other provision of this Section 7.9.

(h) Notwithstanding anything to the contrary in this Agreement, Buyer shall not, nor shall it agree to, directly or indirectly through one or more of its Affiliates, (i) acquire or make any investment in any Person or any division or assets thereof, or enter into any other business combination or similar transaction that would reasonably be expected to prevent, materially impair or materially delay the ability of the Parties to consummate the Transactions or (ii) take any other action with the intent to prevent, materially impair or materially delay the ability of the Parties to consummate the Transactions. Any act by an Affiliate of Buyer that would be a violation of this Section 7.9(h) if taken by Buyer shall be a breach of this Section 7.9(h) by Buyer.

## **10. Tax Matters.**

(a) All transfer, documentary, sales (including bulk sales), use, value added, gross receipts, stamp, registration, recordation, occupation, privilege, conveyance, license, gains, excise, duty or other similar transfer Taxes incurred in connection with the transactions contemplated by the terms of this Agreement or the Ancillary Agreements, including all recording or filing fees, notarial fees (including penalties, interest and other charges with respect thereto) and any other similar costs of Closing (collectively, "Transfer Taxes"), that may be imposed, payable, collectible or incurred shall be paid by Buyer. Buyer shall prepare and file all necessary Tax Returns or other documents with respect to all such Transfer Taxes, and Seller shall reasonably cooperate in the preparation and filing of, and, to the extent required by applicable Law, join in the execution of, any such Tax Returns or other documents with respect to all such Transfer Taxes, and to timely sign and deliver such certificates or forms as may reasonably be necessary or appropriate to establish an exemption from or otherwise reduce, such Transfer Taxes.

(b) After the Closing Date, Buyer shall: (i) be responsible for paying any Asset Taxes relating to any Pre-Closing Tax Period (including the pre-Closing portion of any Straddle Period)

that become due and payable on or after the Closing Date and shall file with the appropriate Governmental Entity any and all Tax Returns required to be filed on or after the Closing Date with respect to such Asset Taxes (each such Tax Return, a “Pre-Closing Return”); (ii) submit each Pre-Closing Return to Seller no later than ten (10) Business Days prior to the due date for filing such Tax Return for Seller’s review and comment; and (iii) timely file any such Pre-Closing Return incorporating any reasonable comments received from Seller prior to the due date therefor. The Parties agree that this Section 7.10(b) is intended to solely address the timing and manner in which certain Tax Returns are filed and the Taxes shown thereon are paid to the applicable Governmental Entity and nothing within this Section 7.10(b) shall be interpreted as altering the manner in which Taxes are allocated and economically borne by the Parties pursuant to Article III or otherwise pursuant to this Agreement. For the avoidance of doubt, Pre-Closing Returns do not include any Tax Returns relating solely to Taxes for which Seller is not responsible under applicable Law and would not have any indemnity obligation under this Agreement.

(c) The Parties shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with (i) the preparation and filing of Tax Returns with respect to the Purchased Assets, the Assumed Obligations, or the Business, (ii) determining any liability for Taxes with respect to the Purchased Assets, the Assumed Obligations, or the Business, and (iii) any audit, demand, claim, proposed adjustment, assessment, examination or other administrative or court proceeding involving Taxes payable with respect to the Purchased Assets, the Assumed Obligations, or the Business. Such cooperation shall include the retention and (upon the other Party’s written request) the provision of records and information that are reasonably relevant to any such audit, demand, claim, proposed adjustment, assessment, examination or other administrative or court proceeding and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Any information obtained pursuant to this Section 7.10(c) or pursuant to any other provision of this Article VII providing for the sharing of information or review of any Tax Return or other schedule relating to Taxes with respect to any Seller shall be kept, unless otherwise required by applicable Law, confidential by the Parties and their respective legal and tax advisors. Notwithstanding any provision of this Agreement to the contrary, none of Buyer or any of its Affiliates shall be entitled to any income Tax Return (or copy thereof) of Seller or any of its Affiliates.

(d) If, after the Closing Date, Buyer receives notice of an audit or administrative or judicial proceeding with respect to any Asset Tax or Tax Return with respect to such Taxes (a “Tax Contest”) related to any Pre-Closing Tax Period (a “Pre-Closing Tax Contest”), Buyer shall notify Seller within ten (10) Business Days of receipt of such notice. Seller shall have the option, at its sole cost and expense, to control any such Pre-Closing Tax Contest and may exercise such option by providing notice to Buyer within fifteen (15) days of receiving notice of such Pre-Closing Tax Contest from Buyer; *provided*, that if Seller exercises such option, Seller shall (i) keep Buyer reasonably informed of the progress of such Pre-Closing Tax Contest; (ii) permit Buyer (or Buyer’s counsel) to participate, at Buyer’s sole cost and expense, in such Pre-Closing Tax Contest, including in meetings with the applicable Governmental Entity; and (iii) not settle, compromise or concede any portion of such Pre-Closing Tax Contest in connection with which Buyer otherwise could be adversely affected, which consent shall not be unreasonably withheld, conditioned or delayed. If, after the Closing Date, Buyer receives notice of a Tax Contest related to a Straddle Period (a “Straddle Period Tax Contest”), Buyer shall notify Seller within ten (10) Business Days of receipt of such notice. Buyer shall control any Tax Contest other than a Pre-Closing Tax Contest for which Seller assumes control; *provided*, that with respect to any Pre-Closing Tax Contest that Seller does not elect to control pursuant to this Section 7.10(d) or any Straddle Period Tax Contest, Buyer shall: (A) keep Seller reasonably informed of the progress of such Straddle Period Tax Contest; (B) permit Seller (or Seller’s counsel) to participate, at Seller’s sole cost and expense, in such Straddle Period Tax Contest,

including in meetings with the applicable Governmental Entity; and (C) not settle, compromise, or concede any portion of such Straddle Period Tax Contest relating to an Excluded Liability, or in connection with which Seller otherwise could be adversely affected, without the consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything herein to the contrary, Seller shall control any proceeding related to Taxes payable on any Tax Returns of Seller or any of its Affiliates and Buyer shall have no rights with respect thereto.

(e) Unless required by applicable Law, Buyer shall not, and shall not cause or permit any other Person to (i) amend, refile, revoke or otherwise modify, or consent to the amendment, refiling, revocation or modification of, any Tax Returns, or make or change any Tax elections or accounting methods with respect to the Purchased Assets or the Business relating to any Pre-Closing Tax Period or (ii) voluntarily approach any Governmental Entity regarding any Taxes or Tax Returns with respect to the Purchased Assets or the Business relating to any Pre-Closing Tax Period.

## 11. Employees.

(a) Schedule 7.11(a) sets forth a true and accurate list of each Business Employee and contains the following information for each such individual: unique identifier, hire date, position or title, whether covered by a Collective Bargaining Agreement, annual salary or hourly rate, as applicable, target bonus for 2025, commission eligibility, work location, status as full- or part-time, visa status (including visa type and expiration date), leave status (including leave type and expected return to work date, if known). Each Business Employee indicated on Schedule 7.11(a) as being (i) covered by a Collective Bargaining Agreement is a “CBA Employee,” and (ii) on a leave of absence is a “Leave Employee.” Schedule 7.11(a) shall be updated by Seller prior to the Closing Date to reflect any changes to the information contained therein, subject to Seller’s obligations under Section 7.11(b) and applicable Law, and upon Buyer’s reasonable advance written request.

(b) Not later than thirty (30) Business Days prior to the reasonably anticipated Closing Date and in compliance with the terms and conditions set forth in this Agreement, Buyer will make a written offer of employment to each Business Employee or cause an Affiliate to make a written offer of employment. Each written offer of employment made to any Business Employee under this Section 7.11(b) shall provide for a work location within twenty-five (25) miles of the Business Employee’s employment location set forth on the last updated version of Schedule 7.11(a), be effective as of, and subject to, the Closing Date (except as provided below with respect to Leave Employees), provide for terms and conditions of employment that comply with the requirements of Section 7.12(a), and in Buyer’s sole discretion, be made contingent on the Business Employee satisfying Buyer’s or its Affiliate’s generally applicable background checks, drug screens, work authorization verification and similar requirements and other requirements to execute and deliver non-competition, non-solicitation, confidentiality or other similar agreements. As applicable (and in lieu of the requirement described in the preceding sentence), offers of employment to CBA Employees shall comply with the requirements of the applicable Collective Bargaining Agreement, except to the extent that Buyer’s compliance with any provision of the Collective Bargaining Agreement is impossible, in which case Buyer will comply with any agreed-upon substitute term reached during effects bargaining (subject to Seller’s prior consultation with Buyer in accordance with Section 7.1(b)(x)), and if no agreed-upon term is reached, then with Seller’s last offer in effects bargaining (*provided* that Buyer was consulted with prior to Seller making any such offer). Buyer shall, or shall cause an Affiliate to, provide that for each Business Employee who is or becomes a Leave Employee before the Closing Date that such employee’s offer of employment with Buyer or an Affiliate shall be effective as of the date of such employee’s return to active work, *provided* that such return to active work occurs on or prior to twelve (12) months following the Closing Date. Buyer shall

provide to Seller, prior to making the offers described above, forms of the employment offer communications contemplated by this Section 7.11(b) and shall consider in good faith any comments of Seller with respect to such forms. All such employment offers shall contain a provision that informs the Business Employee that, by acceptance of the offer, the individual consents to the transfer of copies of all such individual employee's personnel records as are reasonably necessary (as determined by Seller) for Buyer to carry out its obligations hereunder, but only to the extent that such records pertain to: (i) skill and development training; (ii) seniority histories; (iii) salary and benefit information; (iv) Occupational, Safety and Health Administration reports and records; (v) active medical restriction forms; and (vi) I-9 or immigration information.

(c) With respect to CBA Employees, immediately following the Closing Date, Buyer will, or will cause an Affiliate to, assume the applicable Collective Bargaining Agreement and notwithstanding any other provision of this Agreement, to continue to abide by the terms and conditions of the applicable Collective Bargaining Agreement until its expiration, modification or termination in accordance with its terms or applicable Law, except to the extent Buyer's compliance with any provision of the Collective Bargaining Agreement is impossible, in which case Buyer will comply with any agreed-upon substitute term reached during effects bargaining (subject to Seller's prior consultation with Buyer in accordance with Section 7.1(b)(x)), and if no agreed-upon term is reached, then with Seller's last offer in effects bargaining (*provided* that Buyer was consulted with prior to Seller making any such offer). Offers of employment to CBA Employees shall be made in accordance with the Collective Bargaining Agreement, except to the extent Buyer's compliance with any provision of the Collective Bargaining Agreement is impossible, in which case Buyer will comply with any agreed-upon substitute term reached during effects bargaining (subject to Seller's prior consultation with Buyer in accordance with Section 7.1(b)(x)), and if no agreed-upon term is reached, then with Seller's last offer in effects bargaining (*provided* that Buyer was consulted with prior to Seller making any such offer), but shall otherwise comply with the requirements of Section 7.11(b).

## **12. Employee Benefits**

(a) During the twelve (12) month period immediately following the Closing Date (the "Continuation Period"), Buyer shall, or shall cause an Affiliate to, provide Business Employees who accept an offer of employment and commence employment (and remain employed) with Buyer or an Affiliate who are not CBA Employees ("Transferred Employees") with (i) base salary or hourly rate, as applicable, no less than those provided in respect of such Transferred Employees as of immediately before the Closing Date, (ii) cash target annual bonus opportunities no less than those provided in respect of such Transferred Employees as of immediately before the Closing Date, (iii) employee welfare and qualified retirement benefit opportunities (excluding any non-qualified deferred compensation, defined benefit pension benefits and retiree or post-termination welfare benefits) substantially comparable in the aggregate to those provided to such Transferred Employees as of the date hereof and (iv) eligibility for severance benefits no less favorable than either those available to such Transferred Employee immediately before the Closing Date in the event the Transferred Employee's employment is involuntarily terminated without cause or the Transferred Employee voluntarily terminates employment in connection with the failure of Buyer and its Affiliates to comply with the requirements of this Section 7.12(a).

(b) Notwithstanding the foregoing, Buyer shall provide or cause to be provided to CBA Employees who accept employment with Buyer or an Affiliate ("Transferred CBA Employees") with terms and conditions of employment following the Closing which comply with the requirements of the applicable Collective Bargaining Agreement (except to the extent Buyer's compliance with any provision of the Collective Bargaining Agreement is impossible, in which case Buyer will comply with any agreed-upon substitute term reached during effects

bargaining (subject to Seller's prior consultation with Buyer in accordance with Section 7.1(b)(x)), and if no agreed-upon term is reached, then with Seller's last offer in effects bargaining (*provided* that Buyer was consulted with prior to Seller making any such offer) until its expiration, modification or termination in accordance with its terms or applicable Law.

(c) Buyer shall, and shall cause each of its Affiliates to, recognize and grant each Transferred Employee full credit under all Buyer benefit plans, including Buyer's retirement contribution plans (but excluding any defined benefit pension plans, retiree or post-termination welfare benefit plans and retiree life insurance plans), for all service with Seller and its Affiliates including as applicable service with predecessor employers, for purposes of eligibility, vesting, entitlements to vacation and other leave and paid time off, educational reimbursement, severance benefits and level of benefits, in each case, to the extent recognized immediately before the Closing Date for such purpose by Seller or an Affiliate. For purposes of each benefit plan of Buyer or an Affiliate providing medical, dental, pharmaceutical or vision benefits to any Transferred Employee, Buyer shall use commercially reasonable efforts to cause all pre-existing condition exclusions and actively-at-work requirements of such Benefit Plan to be waived for such employee and his or her covered dependents, except to the extent such conditions would not have been waived under the comparable Seller Benefit Plan in which such employee participated immediately prior to the respective Transfer Date, and Buyer shall use commercially reasonable efforts to cause any eligible expenses incurred by such employee and his or her covered dependents under a Seller Benefit Plan during the portion of the plan year of the Seller Benefit Plan ending on the date such employee's participation in the corresponding Buyer benefit plan begins, to be taken into account under such Buyer Benefit Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with the Buyer Benefit Plan. Seller shall cause Buyer to be provided with the information required to comply with this Section 7.12(c), subject to applicable Law.

(d) Buyer shall, or shall cause an Affiliate to, (i) establish or designate a defined contribution plan intended to qualify under Sections 401(a) and 501(a) of the Code that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (the "Buyer Savings Plan") in which Transferred Employees and Transferred CBA Employees shall be eligible to participate on and after the Closing Date and (ii) cause the Buyer Savings Plan to accept from Seller Parent Retirement Savings Plan (the "Seller Savings Plan") the "direct rollover," within the meaning of Section 401(a)(31) of the Code, of the account balance (including the in-kind rollover of promissory notes evidencing outstanding loans) of each such Transferred Employee and Transferred CBA Employee who participated in each such Seller Savings Plan prior to the Closing Date and who elects such direct rollover in accordance with the terms of the Seller Savings Plan and the Code.

(e) As soon as administratively practicable, but no later than sixty (60) days after the Closing Date, Seller shall pay or cause to be paid to each Transferred Employee who participates in an annual bonus plan of Seller or an Affiliate an amount in respect of such bonus, calculated at the target level of performance and pro-rated for the portion of the calendar year which has elapsed as of the Closing Date. Seller may condition such payment on a release of claims in respect of any other annual bonus payment. Buyer shall be responsible for any annual bonus for periods following the Closing Date, which shall be in the discretion of Buyer, subject to the other provisions hereof.

(f) On or no later than sixty (60) days after the Closing Date, Seller shall pay or cause to be paid to each Transferred Employee such employee's accrued, unused paid time off balance if any.

(g) From and after the Closing, Seller or an Affiliate shall retain all assets of and Liabilities with respect to, the Seller Parent Retirement Cash Balance Plan and Buyer and its Affiliates shall not have any rights or obligations with respect to such plan or any assets thereof or otherwise. Nothing in this Agreement shall result in the Buyer or its Affiliates assuming any Liability or obligation under or in relation to Title IV of ERISA or on account of any violation of COBRA by Seller or any of its Affiliates or under any Benefit Plan or any other employee benefit plan of the Seller or any of its Affiliates, including all withholding and employment Taxes (including the employer portion of any payroll, social security, unemployment or other Taxes payable in connection with such amounts) and other costs related to such plans. Seller shall retain and shall satisfy as and when due, and shall hold Buyer and its Affiliates harmless from and against, any such Liabilities, regardless of when any such Liabilities arise, are incurred or are disclosed.

(h) Seller and its Affiliates shall be responsible for all workers' compensation liabilities and obligations for Business Employees to the extent such liabilities and obligations are for any injuries that occur prior to the Closing. Buyer shall cause the applicable post-Closing employer to assume all workers' compensation liabilities and obligations for Transferred Employees and Transferred CBA Employees to the extent such injuries occur on or after the Closing.

(i) Seller hereby waives and agrees that it will not enforce (and cause not to be enforced) with respect to Buyer and its Affiliates or any of their respective successors any restrictive covenant agreements (including any non-use or non-disclosure of confidential information) between a Transferred Employee, on the one hand, and Seller and its Affiliates, on the other hand, to the extent the restriction would prohibit or restrict such employee from performing his or her duties for Buyer or its Affiliates or any of their respective successors.

(j) Buyer shall employ those foreign nationals working in the United States in non-immigrant visa status, under terms and conditions such that Buyer qualifies as a "successor-in-interest" under applicable United States immigration laws effective as of the Closing Date. Buyer agrees to assume all immigration-related liabilities and responsibilities with respect to such employees.

(k) Prior to Closing and after Closing, Seller shall cooperate in good faith with Buyer's and its Affiliates' benefits and compensation integration efforts and the Seller shall and shall cause its Affiliates to timely provide, to the extent permissible under applicable Law, Buyer and its Affiliates or their designees with all information reasonably requested or necessary in order to implement such integration or to comply with any covenants set forth in this Section 7.12. Seller shall not and shall cause its Affiliates not to make any statements or announcements or otherwise communicate with any Business Employees regarding the compensation and benefits to be provided by Buyer or its Affiliates following the Closing Date without Buyer's prior written consent, except to the extent such communications are consistent with the terms of this Agreement or prior communications approved by Buyer.

(l) Nothing in this Agreement (including this Section 7.12) shall, or is intended to, (i) amend any Benefit Plan or effect the establishment or amendment of any plan or agreement of Seller or Buyer or an Affiliate of either or affect the rights of Seller, Buyer or any Affiliate of either to amend or terminate any Benefit Plan or other plan or agreement pursuant to the terms of such plan or agreement, (ii) confer upon any employee (including any Business Employee or Transferred Employee), any collective bargaining representative, or any other Person (other than a Party) any rights, benefits, or remedies, including any right to continued employment for any period or any terms or conditions of employment, or any third-party beneficiary rights hereunder or (iii) prevent the termination of employment of any Transferred Employee or Transferred CBA Employee at any time.

### **13. Insurance Policies.**

(a) Except as expressly provided in this Section 7.13, from and after the Closing, (i) the Business and the Purchased Assets shall cease to be insured by Seller and its Affiliates' current and historical insurance policies, including any self-insurance, fronted insurance, or captive insurance, and neither Buyer nor its Affiliates shall have any access, right, title or interest to or in any such insurance policies (including the right to make claims and receive proceeds thereunder) to cover the Business, the Purchased Assets or any Assumed Obligations, or any liability or loss arising from the operation of the Business at any time, whether before, at or after the Closing and (ii) Buyer shall be solely responsible, at its sole cost and expense, for providing insurance with respect to the Business, the Purchased Assets and the Assumed Obligations.

(b) From and after the Closing, Seller and its Affiliates shall use commercially reasonable efforts to cooperate with Buyer, at Buyer's reasonable written request, to allow Buyer to pursue bona fide insurance claims under (i) Seller and its Affiliates' occurrence-based insurance policies (other than any self-insurance, but including any fronted insurance or captive insurance) arising out of any occurrences relating to the Purchased Assets, the Assumed Obligations or the Business that took place prior to the Closing and that result or could reasonably be expected to result in Losses to Buyer or Assumed Obligations and (ii) Seller and its Affiliates' claims-made insurance policies (other than any self-insurance, but including any fronted insurance or captive insurance) arising out of any acts or omissions that took place prior to the Closing, but only with respect to insurance claims or notices of circumstances submitted to the applicable insurer(s) and pending under such claims-made insurance policies at or prior to the Closing (such policies referred to in the foregoing clauses (i) and (ii), collectively, the "Shared Policies"), subject to the terms and conditions of such Shared Policies; *provided* that (i) Buyer shall exclusively bear any deductibles, retentions, claims handling fees and any other amounts incurred or payable relating to any such insurance claims (subject to Section 7.13(c)); and (ii) subject to Buyer's compliance with its indemnification obligations under this Agreement for any Assumed Obligations relating to any insurance claim under any Shared Policies, Seller shall remit insurance proceeds actually received by Seller or any of its Affiliates for Buyer's claim under any such Shared Policy. Prior to the Closing, Seller and its Affiliates shall use commercially reasonable efforts to provide notice to the applicable insurer(s) under the applicable Shared Policy(ies) of any known claims, circumstances, occurrences, acts or omissions, as applicable, in each case, relating to the Purchased Assets, the Assumed Obligations or the Business that took place prior to the Closing and Seller reasonably believes are covered under the applicable Shared Policy(ies).

(c) Notwithstanding anything to the contrary in this Agreement, (i) in the event that Seller or any of its Affiliates, on the one hand, and Buyer, on the other hand, have competing claims under any Shared Policy and there are insufficient limits remaining under such Shared Policy, then Seller and its Affiliates shall have first right of access to the remaining limits (*provided, however, that, in any such case, the amount of any deductibles or retentions borne by Buyer pursuant to Section 7.13(b) shall be reduced proportionally*); (ii) neither Seller nor its Affiliates shall be liable to Buyer for any claims, or portions thereof, not covered under a Shared Policy for any reason; (iii) Buyer shall indemnify and hold harmless Seller and its Affiliates with respect to any loss, liability, costs or expenses incurred or payable by Seller and its Affiliates relating to any insurance claims by or on behalf of Buyer under the Shared Policies; and (iv) Seller and its Affiliates shall retain all rights to control the Shared Policies, including the right to erode, exhaust, settle, release, commute, buy back or otherwise resolve disputes with respect to any of the Shared Policies, notwithstanding the rights of Buyer set forth in this Section 7.13; *provided, however, that neither the Seller nor any of its Affiliates shall take any such action, or omit to take any action, with the intent of, or which would reasonably be expected to have the effect of, subverting the rights of Buyer under the Shared Policies.*

**14. RWI Policy.** Buyer shall use reasonable best efforts to take all actions necessary to complete the conditions in the conditional binder to the RWI Policy (other than the condition that the Closing has occurred) within the times set forth therein and shall maintain the RWI Policy in full force and effect. The RWI Policy shall explicitly provide that: (i) the RWI Policy insurer(s) irrevocably waives and agrees not to pursue, directly or indirectly, any and all rights of subrogation, contribution or any other rights that the RWI Policy insurer(s) might have against Seller, its Affiliates and any of their respective equityholders and Representatives (collectively, the “Seller Parties”) in connection with this Agreement and the Transactions, other than in the case of Fraud by any such Seller Party, and then only against such Seller Party to the extent of such Fraud by such Seller Party; (ii) the RWI Policy provisions required by this Section 7.14 may not be amended, modified or waived in a manner adverse to any of the Seller Parties without Seller’s prior written consent, which consent may be withheld in Seller’s sole discretion; and (iii) the Seller Parties are third party beneficiaries of the provisions set forth in this Section 7.14 regarding the RWI Policy. Seller and Buyer acknowledge that Buyer obtaining the RWI Policy is a material inducement to Seller entering into this Agreement and agreeing to consummate the Transactions, and Seller is relying on Buyer’s covenants and obligations set forth in this Section 7.14. Buyer shall provide a true and complete copy of the conditionally bound RWI Policy to Seller promptly following inception of the RWI Policy and shall provide a true and complete copy of the RWI Policy to Seller promptly following Closing. Buyer shall be solely responsible for all costs to procure, maintain and make claims under the RWI Policy, including all premiums, retentions, taxes, broker’s fees, expenses and costs of any nature whatsoever. Seller shall reasonably cooperate with reasonable requests from Buyer and its Representatives with respect to Buyer’s procurement of the RWI Policy.

**15. Use of Marks.**

(a) Buyer acknowledges and agrees that (a) Seller and its Affiliates own the Seller Marks, and (b) following the Closing, none of Buyer and its Affiliates will have any right, title, or interest in the Seller Marks. Promptly following the Closing, Buyer shall cause the Business to cease to hold itself out as having any affiliation with Seller or any of its Affiliates. Following the Closing and subject to this Section 7.15, Buyer shall, as soon as practicable, but in no event later than ninety (90) days following the Closing Date, cease using, and cause the Business to cease using, any Seller Marks; *provided* that, with respect to any uses of the Seller Marks necessary in connection with the receipt of the services under the Transition Services Agreement, until the date such applicable service is canceled or otherwise terminated pursuant to such Transition Services Agreement (“Seller Mark Use Period”). In furtherance thereof, as soon as practicable but in no event later than the end of the Seller Mark Use Period, Buyer shall remove, strike over, or otherwise eliminate or cause to be removed or otherwise eliminated all Seller Marks from the Purchased Assets and all other assets and materials owned or used by Buyer that are in Buyer’s possession or under Buyer’s control, including any vehicles, business cards, schedules, stationery, packaging materials, displays, signs, promotional materials, manuals, forms, websites, and other materials and systems (except to the extent any such materials must be retained to comply with applicable Laws or document retention notices issued by any Governmental Entity). Notwithstanding the foregoing, Buyer shall not be in breach of this Section 7.15(a) by reason of: (i) the appearance of the Seller Marks in or on written materials or other assets that are solely used for internal purposes in connection with the Purchased Assets; or (ii) the use by Buyer of the Seller Marks in a non-trademark manner for purposes of conveying to customers or the general public the historical origins of the Business. Any use by Buyer of any of the Seller Marks as permitted in this Section 7.15(a) is subject to Buyer’s compliance with the reasonable quality control requirements and guidelines provided in writing by Seller to Buyer in effect for the Seller Marks as of the Closing Date (as may be amended in writing by Seller from time to time following the Closing, and notice of such amendments shall be reasonably promptly provided to Buyer). Buyer shall not use the Seller Marks in a manner that reflects negatively or may be reasonably likely to reflect negatively on such Seller Marks or on Seller or its Affiliates. Notwithstanding the foregoing, Buyer shall not be in breach of this Section 7.15(a) by reason of

the appearance of the Seller Marks in or on written materials or other assets that are solely used for internal purposes.

(b) Following the Closing, Seller and its Affiliates shall, as soon as practicable, but in no event later than thirty (30) days following the Closing Date, cease all use of the Business Marks; *provided* that, with respect to any uses of the Business Marks necessary in connection with the provision of the services under the Transition Services Agreement, until the date such applicable service is canceled or otherwise terminated pursuant to such Transition Services Agreement. Following the Closing, neither Seller nor any of its Affiliates shall have any ownership rights in or to any Business Marks and, subject to the preceding sentence, no other right, title or interest in the Buyer Marks. Notwithstanding the foregoing, Seller shall not be in breach of this Section 7.15(b) by reason of the appearance of the Business Marks in or on written materials or other assets that are solely used for internal purposes. All goodwill arising from the use or display of any Business Marks by the Seller or any of its Affiliates following the Closing will inure to the sole benefit of Buyer.

**16. Notification of Customers.** As soon as practicable following the Closing, Seller and Buyer shall use reasonable best efforts to cause to be sent to customers of the Business written notice that such customers have been transferred from Seller to Buyer. Such notice will be delivered by Buyer and will contain such information, and otherwise be in form and substance, as is required by applicable Law and as approved by Buyer and Seller, which approval will not be unreasonably withheld, conditioned or delayed.

**17. Public Statements.** The mutual announcement of this Agreement and the Transactions immediately following the execution of this Agreement shall be as agreed by Buyer and Seller. Buyer and Seller shall consult with each other before issuing (and shall provide each other reasonable opportunity to review, comment upon and concur with, any other press release) or otherwise making any public statements with respect to this Agreement or the Transactions, and shall not issue any such press release or make any such public statement prior to obtaining the other Party's written approval (which approval shall not be unreasonably withheld, conditioned or delayed), except (a) as the Parties or their respective Affiliates may be required, at the advice of counsel (including internal counsel), to do by applicable Law or by obligations pursuant to any listing agreement with any applicable securities exchange (in which case such Party will, to the extent practicable, promptly inform the other Party in writing in advance of such compelled disclosure and provide the other Party with a copy of such disclosure), and (b) as is consistent with previous press releases, public disclosures or public statements made jointly by the Parties or otherwise in a manner consistent with this Section 7.17; *provided* that, in each such case, to the extent practicable, the Party intending to make such release shall use its reasonable best efforts consistent with Law to consult with the other Party in advance of such release with respect to the text thereof.

**18. Indemnification.**

(a) From and after the Closing, Seller shall indemnify, reimburse, defend and hold Buyer, its Affiliates, and its and their respective directors and officers, each in their capacity as such (the "Buyer Indemnified Parties") harmless against all Losses to the extent arising out of or relating to any Excluded Liabilities. Seller's obligations to indemnify the Buyer Indemnified Parties for such Losses shall be net of available insurance proceeds actually received by the applicable Buyer Indemnified Parties for such Losses (net of Buyer's and its Affiliates' reasonable costs of recovery thereof); *provided, however*, for the avoidance of doubt: (i) Seller shall be responsible for paying all defense, indemnification, and settlement costs for such Losses until insurance proceeds are actually received by the applicable Buyer Indemnified Parties for such Losses; (ii) the Buyer Indemnified Parties shall not be required to advance payment for any such defense, indemnification, or settlement costs for such Losses; and (iii) any insurance proceeds paid to the applicable Buyer Indemnified Parties for any such defense, indemnification,

or settlement costs for such Losses, to the extent previously paid by Seller, shall promptly be remitted to Seller.

(b) From and after the Closing, Buyer shall indemnify, reimburse, defend, and hold Seller, its Affiliates, and its and their respective directors and officers, each in their capacity as such (the “Seller Indemnified Parties” and together with the Buyer Indemnified Parties, the “Indemnified Parties”) harmless against (i) all Losses to the extent arising out of or relating to any Assumed Obligations and (ii) any Liability of Buyer and its Affiliates not related to the Business, whether arising before or after Closing. Buyer’s obligations to indemnify the Seller Indemnified Parties for such Losses shall be net of available insurance proceeds actually received by the applicable Seller Indemnified Parties for such Losses (net of Seller’s and its Affiliates’ reasonable costs of recovery thereof); *provided, however*, for the avoidance of doubt: (A) Buyer shall be responsible for paying all defense, indemnification, and settlement costs for such Losses until insurance proceeds are actually received by the applicable Seller Indemnified Parties for such Losses; (B) Seller Indemnified Parties shall not be required to advance payment for any such defense, indemnification, or settlement costs for such Losses; and (C) any insurance proceeds paid to the applicable Seller Indemnified Parties for any such defense, indemnification; or settlement costs for such Losses, to the extent previously paid by Buyer, shall promptly be remitted to Buyer.

(c) Each Indemnified Party shall use its commercially reasonable efforts to mitigate any Loss indemnifiable pursuant to this Section 7.18. Each of the Parties shall have the right, but not the obligation, and shall be afforded the opportunity to the extent reasonably possible, to take all available steps to minimize Losses for which such Party is obligated to provide indemnification to an Indemnified Party pursuant to this Section 7.18 before such Losses are actually incurred by the Indemnified Party.

(d) Except with respect to (i) claims for injunctive relief, specific performance, or other similar equitable remedies pursuant to Section 10.11, (ii) claims related to any breach of or failure to perform any covenant or agreement set forth in this Agreement, which by its express terms are required to be performed after the Closing; (iii) claims under (and pursuant to the terms of) the Ancillary Agreements; (iv) claims for indemnification pursuant to Section 7.10(d); (v) defense of Third Party Claims pursuant to Section 7.22, and (vi) claims for Fraud (the foregoing, collectively, “Excluded Claims”), following the Closing, indemnification pursuant to this Section 7.18 (and in the case of Buyer, claims under the RWI Policy) will be the sole and exclusive remedy of the Parties and any Person claiming by or through any party (including the Indemnified Parties) for any Losses related to or arising from the Excluded Liabilities and the Assumed Obligations, and none of Buyer or Seller will have any other rights or remedies in connection therewith, whether based on Contract, tort, strict liability, other Laws or otherwise.

(e) Except for Excluded Claims and claims for indemnification pursuant to this Section 7.18, from and after Closing, (i) Buyer releases, remises, and forever discharges Seller and all Seller Indemnified Parties and (ii) Seller releases, remises, and forever discharges Buyer and all Buyer Indemnified Parties, in each case, from any and all Liabilities in Law or in equity, known or unknown, which any of the Buyer Indemnified Parties or the Seller Indemnified Parties, as applicable, might now or subsequently may have, based on, relating to, or arising out of this Agreement and the Transactions, including the ownership, use or operation of the Purchased Assets prior to the Closing, or the condition, quality, status, or nature of the Purchased Assets prior to the Closing.

(f) The indemnities set forth in this Section 7.18 shall survive the Closing without time limit.

(g) The Parties hereby acknowledge and agree that any indemnification payments made pursuant to this Section 7.18 shall be treated for Tax purposes as an adjustment to the Purchase Price to the maximum extent permitted by applicable Law.

## **19. Listed Consents.**

(a) With respect to (i) each Hard Consent applicable to Transferred Contracts for gas transportation, gas storage, gas transport, construction or engineering, or which are otherwise regulated by FERC, in each case, as set forth on Schedule 7.19(a)(i) and (ii) each Hard Consent applicable to the Included Franchises, Leases and Purchased Easements set forth on Schedule 7.19(a)(ii), in each case other than Customary Post-Closing Consents (clauses (i) and (ii), collectively, the “Listed Consents”), prior to the Closing and, with respect to the Included Franchises, at such time as mutually reasonably agreed by Buyer and Seller, and otherwise as promptly as reasonably practicable following the Effective Date, Seller shall send or cause to be sent to the holder of each such Listed Consent a notice in compliance with the contractual provisions applicable to such Listed Consent and otherwise in form and substance reasonably acceptable to Buyer, seeking such holder’s consent to the Transactions.

(b) If Seller fails to obtain a Listed Consent prior to Closing:

(i) Seller shall not assign any Purchased Assets (or portions thereof) affected by such unobtained Listed Consent (each such Purchased Asset, a “Nonassignable Asset”), and there will be no reduction in the Purchase Price as a result thereof;

(ii) for a period of eighteen (18) months after the Closing, subject to Section 7.19(c), Seller and Buyer will use their respective commercially reasonable efforts (subject to Section 7.19(c), at the sole expense of Buyer and at no expense and without any Liability to Seller) to obtain such Listed Consents with respect to any such excluded Purchased Assets for the assignment or transfer thereof to Buyer as Buyer may reasonably request; *provided* that Seller will not be obligated to pay any money or incur any Liability or obligation to any Third Party from whom consent or approval is requested unless Buyer agrees to reimburse Seller therefor;

(iii) upon obtaining any Listed Consent, or if such Listed Consent is no longer required, with respect to a Nonassignable Asset, Seller shall promptly convey, transfer, assign, and deliver, or cause to be conveyed, transferred, assigned, and delivered, the Nonassignable Asset affected by such Listed Consent to Buyer at no additional cost; and

(iv) with respect to each Nonassignable Asset subject to a Listed Consent that is withheld from the Closing pursuant to Section 7.19(b)(i), during the period from and after the Closing until the earlier of (A) the date that any such Nonassignable Asset is assigned to Buyer pursuant to Section 7.19(b)(iii) and (B) eighteen (18) months from the Closing, the Parties agree that (x) Buyer shall, to the extent reasonably practicable, be provided with all benefits of ownership of such Nonassignable Asset, including all proceeds thereof, subject to the other provisions of this Agreement, as if such Nonassignable Asset had been assigned to Buyer at Closing, and Seller will use commercially reasonable efforts to enforce its and its Affiliates’ rights thereunder for the benefit of Buyer; and (y) all obligations and Losses caused by, arising out of, or resulting from such Nonassignable Asset, whether arising prior to, on, or after the Closing, subject to the other provisions of this Agreement, shall be deemed to be Assumed Obligations as if such Nonassignable Asset had been assigned to Buyer at Closing.

(c) Prior to Closing and after Closing, Seller shall use its commercially reasonable efforts to obtain the Listed Consents or any other consent or approval to be obtained in

connection with this Agreement or the provision of services contemplated under the Transition Services Agreement, including the Customary Post-Closing Consents; *provided, however,* that none of Seller or its Affiliates shall be required to incur any Liability, pay any money, or provide any other consideration in order to obtain any such Listed Consent or other consent unless Buyer agrees to reimburse Seller therefor. Buyer shall use its reasonable best efforts (without any obligation to incur any Liability, pay money, or provide any other consideration) to assist and cooperate with Seller in furtherance of Seller's efforts pursuant to this Section 7.19; *provided*, that, if any money is paid, or consideration is provided, by Seller to a Third Party with the prior written consent of Buyer in order to obtain any such Listed Consent or other consent, Buyer shall reimburse Seller within ten (10) Business Days of Seller's written notice to Buyer thereof. Except as otherwise provided herein, Buyer shall reimburse Seller for any money paid, or other consideration provided, by Seller to any Third Party for all fees, including application fees, administration fees, or processing fees, or any other charges applicable to obtaining any Listed Consent, Customary Post-Closing Consent, or any other consent or approval to be obtained in connection with this Agreement or the provision of services contemplated under the Transition Services Agreement, including, for the avoidance of doubt, all fees and expenses of agents, advisors, Representatives, counsel, and accountants with respect thereto, within ten (10) Business Days of Seller's payment of money or provision of other consideration; *provided*, that such moneys, consideration and other fees are approved in advance in writing by Buyer (such approval to be granted or withheld in Buyer's sole discretion).

**20. Intercompany Accounts.** Prior to the Effective Time, Seller shall cause all intercompany payables, receivables, and loans between the Business, on the one hand, and Seller and its Affiliates, on the other hand, to be settled or canceled.

**21. Wrong Pockets.** If at any time during the three (3) year period after the Closing:

(a) (i) Seller or any of its Affiliates receives or identifies any property, right, or other asset or amount held by Seller or its Affiliates that is a Purchased Asset or is otherwise properly due and owing to Buyer (including a Purchased Asset) or (ii) Buyer or any of its Affiliates pays any amounts in respect of any Liability of Seller or any of its Affiliates (including any Excluded Liability), then, in each case of clauses (i) and (ii), Seller promptly shall and shall cause its Affiliates to, as applicable, assign, transfer, remit, or pay, or cause to be assigned, transferred, remitted, or paid, as applicable, such property, rights or other asset or amount, net of any out-of-pocket expenses and costs (including Taxes) incurred in connection with determining, collecting, or obtaining such property, right, or other asset or amount to Buyer or any of its Affiliates for no further consideration than as set forth in this Agreement and (2) hold such Purchased Asset or other amount in trust for the use and benefit and burden of Buyer or an Affiliate of Buyer designated by Buyer until Seller or its applicable Affiliate effects such conveyance, transfer or assignment; or

(b) (i) Buyer or any of its Affiliates receives or identifies any property, right, or other asset or amount held by Buyer or its Affiliates that is an asset of Seller or any of its Affiliates (including an Excluded Asset), or is otherwise properly due and owing to Seller or any of its Affiliates or (ii) Seller or any of its Affiliates pays any amounts in respect of any Liability of the Business or Purchased Assets (including any Assumed Obligation), then, in each case of clauses (i) and (ii), Buyer shall (1) promptly assign, transfer, remit, or pay, or cause to be assigned, transferred, remitted, or paid, as applicable, such property, right, or other asset or amount, net of any out-of-pocket expenses and costs (including Taxes) incurred in connection with determining, collecting, or obtaining such property, right, or other asset or amount, to Seller or any of its Affiliates for no further consideration than as set forth in this Agreement and (2) hold such asset or other amount in trust for the use and benefit and burden of Seller or an Affiliate of Seller designated by Seller until Buyer or its applicable Affiliate effects such conveyance, transfer or assignment.

(c) Without limiting the foregoing, if any Purchased Asset is found to have been retained by Seller or any of its Affiliates in error, either directly or indirectly (including in preparation for the separation of the Business from Seller or its Affiliates), Seller shall, or shall cause its Affiliate to, as applicable, reasonably promptly transfer at no cost to Buyer or its Affiliates such Purchased Asset to Buyer or an Affiliate designated in writing by Buyer for no further consideration than as set forth in this Agreement.

(d) Buyer and Seller shall cause its applicable Affiliates to cooperate with the other Party, including by using commercially reasonable efforts to execute, acknowledge and deliver any further conveyances, notices, assumptions, releases and other instruments, and by taking such further actions, as may be reasonably necessary or appropriate to effect the transfers contemplated by this Section 7.21.

## **22. Litigation Defense.**

(a) Third Party Claims. From and after the Closing, if (x) Seller or any of its Affiliates is party to, or receives notice of, any Claim by any Person who is neither a Party to this Agreement nor an Affiliate of a Party to this Agreement which relates to an Assumed Obligation or a Purchased Asset, including any claim for which indemnification may be available pursuant to Section 7.18 or (y) Buyer or any of its Affiliates is party to, or receives notice of, any Claim by any Person who is neither a Party to this Agreement nor an Affiliate of a Party to this Agreement which relates to an Excluded Liability or an Excluded Asset, including any claim for which indemnification may be available pursuant to Section 7.18 (each, a “Third Party Claim”) Seller or Buyer, as applicable (the “Notifying Party”) shall promptly provide notice (a “Third Party Claim Notice”) of such Third Party Claim to the other Party. Any such Third Party Claim Notice shall describe the nature, facts, and circumstances of the Third Party Claim in reasonable detail. The Notifying Party shall provide the other Party with such other information known to it or in its possession with respect to the Third Party Claim as the other Party may reasonably request. The other Party, at its sole cost and expense, shall have the right, upon written notice to the Notifying Party within thirty (30) days (or such earlier time as may be required by the nature of the Third Party Claim) of receiving a Third Party Claim Notice, to assume the defense of the Third Party Claim through counsel of its choice; *provided* that the Notifying Party shall be entitled to retain its own counsel, at the Notifying Party’s sole cost and expense, if: (i) upon the advice of the Notifying Party’s counsel, a conflict of interest exists (or would reasonably be expected to arise) that would make it inappropriate for the same counsel to represent both Parties or their respective Affiliates in connection with a Third Party Claim; or (ii) such Third Party Claim (A) seeks non-monetary relief or (B) involves criminal allegations.

(b) Defense of Third Party Claims. If a Party assumes the defense of a Third Party Claim pursuant to Section 7.22(a) (in such capacity, the “Assuming Party”), the Assuming Party shall keep the other Party reasonably informed with respect to such defense. Such other Party shall, and shall cause its Affiliates to, cooperate with the Assuming Party and their counsel, including making available to the Assuming Party all witnesses, pertinent records, materials, and information in such Party’s possession or under its control relating thereto as is reasonably required by the Assuming Party. Such other Party will have the right to participate in such defense, including appointing separate counsel; *provided*, that, the costs of such participation shall be borne solely by such other Party. The Assuming Party shall, in consultation with the other Party, make all decisions and determine all actions to be taken with respect to the defense and settlement of the Third Party Claim; *provided, however*, the Assuming Party may not directly or indirectly enter into, or permit to be entered into, a settlement or compromise with respect to a Third Party Claim without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned, or delayed) unless: (i) the sole relief provided is monetary damages that will be paid in full by the Assuming Party, (ii) such settlement or

compromise includes a complete release of the other Party and its Affiliates and (iii) there is no finding or admission of any violation of applicable Law or of the rights of any Person.

(c) Failure to Assume Defense. If a Party elects not to defend a Third Party Claim or fails to promptly notify the applicable Notifying Party in writing of its election to defend, the Notifying Party may defend such Third Party Claim and seek indemnification for any and all Losses that would otherwise be Assumed Obligations or Excluded Liabilities, as applicable, pursuant to this Agreement and all other fees and expenses of agents, advisors, Representatives, counsel, and accountants with respect thereto; *provided, however*, that the Notifying Party shall not pay, compromise, settle, or otherwise dispose of such Third Party Claim without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned, or delayed).

(d) Conflict. The Parties agree that Section 7.10(d) shall control with respect to any Tax Contest.

## **23. Financing.**

(a) Buyer shall use its reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary, proper or advisable to obtain the Debt Financing and to consummate the Debt Financing on the Closing Date, including using reasonable best efforts to (i) negotiate, execute and deliver definitive agreements (such definitive agreements being referred to as the “Debt Financing Agreements”) with respect to the Debt Financing on the terms and conditions contained in the Debt Financing Commitment Letters (including any “market flex” provisions applicable thereto) or, if available, on other terms and conditions that are acceptable to Buyer, including under a Permanent Financing (as defined in the Debt Financing Commitment Letters) in lieu of all or a portion of the Debt Financing contemplated under the Debt Financing Commitment Letters; *provided* that such other terms and conditions (including any such terms and conditions under a Permanent Financing) would not and would not reasonably be expected to (A) reduce the aggregate amount of net proceeds of the Debt Financing below the amount required to satisfy the Buyer Required Amount or (B) add, expand or otherwise modify the conditions precedent or contingencies to the funding on the Closing Date if such additions, expansions or modifications are adverse to Buyer or otherwise would or would reasonably be expected to (x) make less likely the funding of the Debt Financing (or satisfaction of the conditions precedent to the funding of the Debt Financing) on or prior to the Closing Date, (y) adversely affect the ability of Buyer to timely consummate the Transactions or (z) adversely impact the ability of Buyer to enforce its rights against any other party to any of the Debt Financing Commitment Letters or the Debt Financing Agreements, (ii) satisfy on a timely basis or obtain the waiver of all conditions applicable to Buyer in the Debt Financing Commitment Letters, (iii) maintain in full force and effect the Debt Financing Commitment Letters in accordance with the terms thereof and not cancelling any commitments thereunder (subject to Buyer’s right to replace, restate, supplement, modify, assign, substitute, waive or amend the Debt Financing Commitment Letters in accordance with this Section 7.23), (iv) in the event that all conditions of each Debt Financing Commitment Letter have been satisfied or waived or, substantially concurrently with funding would be satisfied or waived, draw down upon and consummate the Debt Financing contemplated by the Debt Financing Commitment Letters and (v) paying all commitment or other fees and other amounts that become due and payable under or with respect to the Debt Financing Commitment Letters as they become due and payable.

(b) Buyer shall, promptly following the request of Seller, keep Seller informed with respect to all activity and developments concerning the Debt Financing, including advising and updating Seller, in a reasonable level of detail, with respect to status and providing copies of substantially final drafts of the primary Debt Financing Agreements. Without limiting the

generality of the foregoing, Buyer agrees to notify Seller as promptly as practical (i) if the commitments with respect to all or any portion of the Debt Financing shall expire or otherwise become unavailable or be terminated for any reason, (iii) of a breach, default, termination or repudiation (or alleged or purported breach, default, termination or repudiation) by any party to the Debt Financing Commitment Letters of which Buyer becomes aware, including any Debt Financing Source notifying Buyer in writing that such Debt Financing Source (or its applicable Affiliate) no longer intends to provide financing to Buyer on the terms set forth therein or Buyer receiving any written notice, or other communication with respect to, any actual or threatened breach, default, termination or repudiation by any party to any Debt Financing Commitment Letter or (iv) if Buyer has concluded in good faith that it will not be able to obtain, on or prior to the Closing Date, all or any portion of the Debt Financing contemplated by the Debt Financing Commitment Letters in an amount sufficient to fund the Buyer Required Amount.

(c) Buyer shall have the right from time to time to amend, replace, supplement or otherwise modify, or waive any of its rights under, any Debt Financing Commitment Letter (including replacements or reductions of any Debt Financing Commitment Letter in connection with any Permanent Financing issued or incurred in lieu of all or a portion of any facility contemplated by the Debt Financing Commitment Letter); *provided, however,* that Buyer shall not, without the prior written consent of Seller (which shall not be unreasonably withheld), agree to, or permit, any amendment, restatement, replacement, supplement or other modification of, or waiver or consent under, the Debt Financing Commitment Letters, any Debt Financing Agreement or any other documentation relating to the Debt Financing if such amendment, restatement, replacement, supplement or other modification of, or waiver or consent, taken as a whole, would or would reasonably be expected to (i) reduce the aggregate amount of net proceeds of the Debt Financing below the amount required to satisfy the Buyer Required Amount or (ii) add, expand or otherwise modify the conditions precedent or contingencies to the funding on the Closing Date if such additions, expansions or modifications would or would reasonably be expected to (x) make less likely the funding of the Debt Financing (or satisfaction of the conditions precedent to the funding of the Debt Financing) on the Closing Date in an amount equal to or greater than the Buyer Required Amount or (y) adversely affect the ability of Buyer to obtain the Debt Financing in an amount equal to or greater than the Buyer Required Amount; *provided,* that Buyer may amend the Debt Financing Commitment Letters to add initial lenders, lead arrangers, bookrunners, syndication agents or other similar roles of comparable creditworthiness that had not executed the Debt Financing Commitment Letters as of the Effective Date to the extent doing so would not impose new, modified or additional conditions or expand any existing conditions to the amount, receipt or availability of the Debt Financing or result in any amendments to the Debt Financing Commitment Letters that would not otherwise be permitted without Seller's consent. Upon any such replacement, amendment, supplement or other modification of, or waiver under, any Debt Financing Commitment Letter in accordance with this Section 7.23, the terms "Debt Financing" and "Debt Financing Commitment Letters" shall mean the Debt Financing contemplated by such Debt Financing Commitment Letter as so replaced, amended, supplemented, modified or waived and such Debt Financing Commitment Letter as so replaced, amended, supplemented, modified or waived, respectively.

(d) If all or any portion of the Debt Financing becomes unavailable, Buyer shall use its reasonable best efforts to arrange and obtain from the same or alternative Debt Financing Sources, alternative or additional financing on terms and in an amount sufficient to enable Buyer to pay the Buyer Required Amount ("Alternative Financing"); *provided* that Buyer shall use reasonable best efforts to ensure that any such Alternative Financing shall not expand upon the conditions precedent to the Debt Financing as set forth in the Debt Financing Commitment Letters on the Effective Date if such expansions would adversely affect the ability of Buyer to consummate the Transactions and to pay the Buyer Required Amount. In such event, the term "Debt Financing" as used in this Agreement shall be deemed to include any Alternative Financing, and the term "Debt Financing Commitment Letters" as used in this Agreement shall

be deemed to include the commitment letter(s) with respect to such Alternative Financing. Buyer shall promptly provide Seller with a correct and complete copy of any commitment letter and any related fee letter (or similar agreements) relating to such Alternative Financing (*provided* that any such fee letter may be redacted in a customary manner solely as to the fee amount, pricing caps, and other sensitive economic information; *provided, further*, that that none of the redacted terms would or would reasonably be expected to (i) adversely affect or delay the availability of the Alternative Financing or (ii) adversely affect the conditionality, availability, enforceability or aggregate principal amount of Alternative Debt Financing).

(e) Except as otherwise permitted pursuant to this Section 7.23, neither Buyer nor any of its Affiliates shall take any action that would reasonably be expected to materially impair, delay or prevent the consummation of the Debt Financing.

#### **24. Financing Cooperation.**

(a) In connection with any contemplated obtainment of Debt Financing, prior to the Closing, at Buyer's expense to the extent subject to the expense reimbursement provisions in Section 7.24(b), Seller and its Affiliates shall use reasonable best efforts to provide (and shall use reasonable best efforts to cause its and their Representatives to provide) to Buyer (at Buyer's sole expense) such cooperation and assistance as may be reasonably required by Buyer to assist Buyer in arranging and obtaining the Debt Financing (or any Alternative Financing in accordance with Section 7.23(d)), subject to Section 7.24(b). Such cooperation shall include, but not be limited to: (i) (x) furnishing to Buyer and its Representatives and the Debt Financing Sources the Required Information, (y) reasonable cooperation to update any Required Information in order to cause such Required Information to be Compliant; *provided* that such assistance shall be limited to be solely with respect to information and data derived or derivable from Seller's current, historical books and records or otherwise reasonably available to Seller without undue burden on Seller; (ii) preparation for and participation in a reasonable number (with reasonable advance notice) (at reasonable times and locations mutually agreed and it being understood that any such meeting may take place via videoconference or web conference) of meetings, conference calls, road shows, due diligence sessions, drafting sessions and presentations with prospective lenders and investors and with rating agencies, including direct contact between senior management of Seller, on the one hand, and the actual and potential Debt Financing Sources, on the other hand or other reasonable and customary financing activities, in each case, by officers of customary seniority and expertise of the Seller; (iii) providing information regarding the Business, the Purchased Assets and the Assumed Obligations as may be reasonably requested by Buyer to assist Buyer in preparing materials for rating agency presentations, offering documents, private placement memoranda, registration statements, prospectuses, bank information memoranda, a confidential information memorandum, packages (including, in each case, procuring permission for the use of industry reports and data referenced therein) and similar documents reasonably and customarily used to syndicate the Debt Financing; (iv) using commercially reasonable efforts to assist Buyer in the preparation of customary pro forma financial statements (it being agreed that the preparation of any such pro forma financial statements will be the sole responsibility of Buyer and not Seller), including assisting in the preparation of audited and unaudited, carve-out financial statements, as may be reasonably requested by Buyer to the extent that such information is of the type and form customarily included in a bank information memoranda or an offering memorandum with respect to a private placement of debt, equity or equity-linked securities pursuant to Rule 144A under the Securities Act, as applicable; *provided*, that neither Seller or its Representatives shall be required to provide any such assistance with respect to (A) the Excluded Information or (B) financial information or statements relating to the determination of the proposed aggregate amount of the Debt Financing, the interest rates thereunder or the fees and expenses relating thereto; *provided, further*, that (x) such assistance shall be limited to be solely with respect to information and data derived from Seller's historical books and records reasonably available to Seller and without undue burden on

Seller and (y) neither Seller nor its Representatives shall be required to certify or attest to any such pro forma financial statements or other forecasted information; (v) to the extent required by the Debt Financing Sources, providing customary authorization letters authorizing the distribution of information to prospective Debt Financing Sources regarding the Business, subject to customary terms and conditions, including that (x) Seller and its Affiliates shall not have any liability of any kind or nature resulting from the use of information contained in such marketing information materials or otherwise in all activity undertaken in connection with the syndication or other marketing of the Debt Financing and (y) each recipient of such authorization letters agrees that it shall be entitled to rely only on the representations and warranties contained in the Debt Commitment Letters and the Debt Financing Agreement; and (vi) in connection with any offering of securities as part of the Debt Financing, use commercially reasonable efforts to cause the independent registered public accountants of Seller to participate, consistent with customary practice, in due diligence sessions with the Debt Financing Sources, and to issue, consistent with customary practice, a customary comfort letter (including customary “negative assurance”) as reasonably requested by the Debt Financing Sources with respect to the financial information of the Business included in the offering documentation for any Debt Financing (subject to the completion by such accounts of customary procedures relating thereto).

(b) Nothing in this Section 7.24 will require Seller to (i) pay any fee or incur any other liability or obligation in connection with the Debt Financing; (ii) waive or amend any terms of this Agreement or agree to pay or reimburse any expenses for which it has not received prior reimbursement or is not otherwise indemnified by or on behalf of Buyer; (iii) approve, execute or deliver any definitive agreement (including any Debt Financing Agreement, including any certificate (including any solvency certificate), instrument, agreement or other documentation or agree to any change or modification of any existing certificate, instrument, agreement or other documentation); (iv) give any indemnities in connection with the Debt Financing; (v) take any action that, in the good faith determination of Seller, would adversely or unreasonably interfere with the conduct of the business or operations of Seller and its Affiliates or create an unreasonable risk of damage or destruction to any property or assets of Seller or any of its Affiliates; (vi) adopt resolutions (whether by the board of directors of Seller or otherwise) approving the agreements, documents and instruments pursuant to which the Debt Financing is obtained; (vii) provide any assistance or cooperation that (A) would cause any representation or warranty in this Agreement to be breached (or to not be true and current) or (B) cause any conditions to Closing set forth in Article VIII to fail to be satisfied by the Termination Date or otherwise result in a breach of this Agreement; (viii) provide any financial (or other information), except for the Required Information, that (1) is not produced in the ordinary course of business, (2) is not required to be provided pursuant to the terms of the documentation governing the Indebtedness of Seller or (3) cannot be produced or provided without unreasonable cost or expense prior to Closing; (ix) take any action that would conflict with, violate or result in a breach of or default (with or without notice, lapse of time or both) under its organizational documents or any contract or law (including with respect to privacy of employees) to which it or its property (or its Affiliates or their respective properties) is bound; (x) provide access to or disclose information that Seller determines in good faith would jeopardize any attorney client privilege (provided that Seller shall use reasonable best efforts to provide access to or disclose such information in a manner that would not jeopardize any attorney-client privilege), (xi) cause or be reasonably expected to cause any Representative of Seller to incur any personal liability, or (xii) deliver or cause the delivery of any legal opinions or reliance letter. Nothing in this Section 7.24 will require any Representative of Seller or any of its Affiliates to deliver any document, or take any action that would reasonably be expected to result in any actual or potential personal liability to any Representative of Seller or its Affiliates. Buyer shall promptly, upon request by Seller (and in any event within ten (10) Business Days of such request), reimburse Seller for all reasonable and documented out-of-pocket fees, costs and expenses incurred by Seller or any of its Affiliates (including reasonable and documented attorneys' fees

and expenses and accountants' fees and expenses) in connection with its cooperation contemplated by this Section 7.24.

(c) Buyer shall indemnify and hold harmless Seller and its Affiliates and their respective directors, officers, employees and other Representatives from and against any and all Losses suffered or incurred by them in connection with the arrangement and completion of any Debt Financing, capital markets transactions or related transactions by Buyer in connection with financing the Transactions and any information utilized in connection therewith except to the extent such losses result from the gross negligence or willful misconduct of such indemnified persons or the Seller's willful breach of its obligations under Section 7.23 or this Section 7.24. This Section 7.24(c) shall survive the consummation of the Closing and any termination of this Agreement, and is intended to benefit, and may be enforced by, the officers and directors of Seller and its Affiliates and their respective heirs, executors, estates and personal representatives who are each third party beneficiaries of this Section 7.24(c).

(d) Seller hereby consents, on behalf of itself and its Subsidiaries and its Affiliates, to the use of its and its Subsidiaries' and Affiliates' logos in connection with the Debt Financing; provided, that such logos are used in a manner that is not intended to or reasonably likely to harm or disparage Seller's or its Subsidiaries' or Affiliates' reputation or goodwill.

(e) The Parties acknowledge and agree that the provisions contained in this Section 7.24 represent the sole obligation of Seller and its Representatives with respect to any financing (including the Debt Financing) to be obtained by Buyer with respect to the transactions contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement (but without limitation of Seller's obligations under this Section 7.24), solely to the extent Compliant Required Information is not delivered prior to the Closing, as promptly as reasonably practicable following the Closing, Seller and its Affiliates shall use reasonable best efforts to (and shall use reasonable best efforts to cause its and their Representatives to) furnish to Buyer and its Representatives Compliant Required Information.

(f) Notwithstanding anything in this Agreement to the contrary, in no event shall the receipt by, or availability to, Buyer of any funds or financing or any other financing transaction (including the Debt Financing) be a condition to Buyer's obligation to effect the Closing.

(g) Seller shall use reasonable best efforts to provide to Buyer any necessary Uniform Commercial Code termination statements or other appropriate releases, in each case together with authorizations to file such termination statements or releases at and following the Closing, to evidence the release of any Encumbrance (other than Permitted Encumbrances) against the Purchased Assets, in each case, at least three (3) Business Days prior to Closing.

**25. Credit Support.** At or prior to the Closing, Buyer shall use its reasonable best efforts, and Seller shall reasonably cooperate therewith, to arrange for (a) substitute letters of credit, surety bonds, guarantees and other obligations to replace any Credit Support that is (i) outstanding as of the Effective Date, including the outstanding Credit Support set forth on Schedule 7.25(a), or (ii) entered into in the Ordinary Course of Business during the period beginning on the Effective Date and ending on the fifth (5th) Business Day prior to the Closing Date (with respect to which, on or prior to executing any such Credit Support, Seller shall have delivered to Buyer written notice describing such additional Credit Support in reasonable detail) or (b) Buyer or one or more of its Affiliates to assume all of Seller's or any of its Affiliates' obligations under each such outstanding Credit Support, including the outstanding Credit Support set forth on Schedule 7.25(a) obtaining from the creditor, beneficiary or other counterparty a full release (in a form reasonably satisfactory to Seller) of Seller or its Affiliates for reimbursement to the creditor or fulfillment of other obligations to a beneficiary or counterparty in connection with amounts drawn under such Credit Support; *provided*, that Buyer

may elect (but shall have no obligation) to terminate (and, if Buyer does so elect, Seller shall use its reasonable best efforts to cause such termination, at Buyer's expense, at the Closing) any of the underlying Contracts, obligations or arrangements to which such outstanding Credit Support relate. Notwithstanding anything to the contrary in this Section 7.25, (A) in obtaining the release of Seller or its Affiliates from any Liability pursuant to any of the outstanding Credit Support, Buyer and its Affiliates shall not be required to (1) agree to any amendment of or modification to any Contract or (2) otherwise agree to enter into any Contract on terms that are materially less favorable, in the aggregate, to Buyer than the terms applicable to Seller under the outstanding Credit Support, and (B) in replacing any of the Credit Support, Buyer shall be required only to furnish, obtain or post substantially equivalent credit support to the Credit Support being replaced. To the extent that Buyer has not elected to terminate the underlying Contracts, obligations or arrangements to which any outstanding Credit Support relate or the beneficiary or counterparty under any such Credit Support does not accept or Buyer is unable (after use of its reasonable best efforts) to implement any such substitute letter of credit, guarantee or other obligation proffered by Buyer (each such Credit Support, a "Continuing Credit Support"), Buyer shall, for so long as such Continuing Credit Support Obligations remain in effect, (i) reimburse Seller and its Affiliates for, and hold each of them harmless from, all amounts paid or payable to the relevant beneficiary, (ii) reimburse Seller and its Affiliates for any Third Party expenses reasonably incurred by Seller or its Affiliates for any Continuing Credit Support issued by Third Parties on Seller's or its Affiliate's behalf (excluding any internal costs or administrative overhead) and (iii) pay to Seller a fee equal to three percent (3%) p.a. from and after the date that is six (6) months following the Closing Date on the aggregate nominal amount of Continuing Credit Support issued by Seller or its Affiliates and then outstanding, as applicable, excluding the Credit Support set forth on Schedule 7.25(b) (solely to the extent Buyer is prohibited by applicable Law from replacing such Credit Support), with the fee pursuant to clause (iii) due and payable by Buyer to Seller in monthly installments (pro rated for partial months) and the reimbursement pursuant to clauses (i) and (ii) shall occur within ten (10) Business Days of Seller providing Buyer with evidence and documentation thereof reasonably satisfactory to Buyer. After the Closing, Buyer shall continue to use reasonable best efforts to replace such outstanding Continuing Credit Support as contemplated by the first sentence of this Section 7.25. Notwithstanding anything in this Agreement to the contrary, (x) during the Interim Period, Buyer, on a coordinated basis with Seller, shall have the right to contact and have discussions with each beneficiary of a Credit Support in order to satisfy its obligations under this Section 7.25 and Seller shall facilitate such communications with the counterparties to the Credit Support and (y) from and after the Closing, for a period of twenty-four (24) months, for so long as Buyer is not in breach of its obligations with respect to Continuing Credit Support, Seller and its Affiliates shall keep in place any Continuing Credit Support until such Continuing Credit Support terminates or expires by its terms or by consent of the applicable beneficiary or is replaced pursuant to this Section 7.25.

**26. Specified Site.** From and after the Closing, Buyer shall be solely responsible for the conduct, defense of and discharging of all Liabilities and obligations related to the Specified Site, including without limitation, conducting all required cleanup or remedial actions required to address, investigate, monitor, treat or remove Hazardous Materials at the site ("Remedial Work") at the Specified Site. Buyer shall keep Seller reasonably informed as to the progress of the Remedial Work and allow Seller to participate, at its own cost and expense, in activities related to the Remedial Work, including (i) attending and participating in meetings with respect to the determination of the nature or extent of any specific Remedial Work to be performed; and (ii) reviewing and providing comments on any remedial proposals, reports or other documents, which comments will be considered in good faith by Buyer. To the extent that Buyer elects to limit the extent of the Remedial Work to standards acceptable only for industrial properties, any future conveyances of the Specified Site by Buyer shall require the acquiror thereof to limit the use of the property to uses consistent with that remediation standard and will require the recordation of appropriate deed restrictions requiring compliance with any such limits.

## **27. Real Property Matters.**

(a) At no additional cost or other Liability to Seller, Buyer shall have the right to obtain (i) a commitment from an American Land Title Association fee owner's policy of title insurance in relation to the Owned Real Property and (ii) a current property condition report, zoning report and survey of the Owned Real Property, such reports and surveys performed by a registered land surveyor or engineer reasonably acceptable to Buyer, and all reports and surveys in such form and content as is reasonably acceptable to Buyer. At no additional cost or other Liability to Seller, Seller shall provide reasonable access, at reasonable times upon reasonable advance notice, to Buyer and its Representatives for purposes of such surveys and reports and shall reasonably cooperate with Buyer (at the expense of Buyer) in obtaining the foregoing.

(b) Within ninety (90) days of the Effective Date ("Title Objection Period"), Buyer shall be permitted to object to defects in title with respect to such Owned Real Properties listed on Schedule 7.27 (each, a "Real Property Objection") as disclosed by such title commitments or surveys that are not Permitted Encumbrances and that are reasonably expected to be material and adverse to the Business. If Buyer raises any Real Property Objections, Seller shall, if such defect is not a Must-Cure Item, use good faith commercially reasonable efforts to remove such title defect prior to the Closing. If such defect is a Must-Cure Item, Seller shall remove such defect prior to the Closing. If Seller is unwilling or unable to remove a monetary title defect prior to the Closing, Buyer may, in its sole discretion, pay such amounts and receive credit against the amounts due to Seller at Closing. Seller shall pay all reasonable costs of recording any instruments required to discharge and/or release the Must-Cure Items and any other costs necessary or appropriate to effect such discharge and/or release of the Must-Cure Items.

(c) On the Closing Date, if requested by Buyer, Seller shall execute and deliver customary owner's affidavits and gap indemnities with respect to the Owned Real Property and other customary authority documentation reasonably requested by the title company, as may be in a form reasonably acceptable to Seller and the title company to (i) effect the transfer of the Owned Real Property to Buyer, and (ii) issue an ALTA extended coverage form of owner's title insurance policy with respect to each parcel of Owned Real Property listed on Schedule 7.27 (each, a "Title Policy"). The issuance of any Title Policy and the obligations set forth in this Section 7.27 shall not be a condition to Closing. If the Closing occurs prior to the Title Objection Period or within ten (10) days of the expiration of the Title Objection Period, Seller's obligations set forth in this Section 7.27 shall survive the Closing for a period not to exceed ninety (90) days (and any references in Section 7.27(b) and this Section 7.27(c) to the Closing or the Closing Date shall refer to such extended period).

## **ARTICLE VIII CONDITIONS TO CLOSING**

**1. Conditions to Each Party's Closing Obligations.** The respective obligations of each Party to consummate the Transactions are subject to the satisfaction (or, where legally permissible, waiver in writing by such Party, in its sole and absolute discretion) at or prior to the Closing of each of the following conditions:

(a) The Required Regulatory Approvals shall have been obtained; and

(b) No Order (whether temporary, preliminary, or permanent) which prevents the consummation of the Transactions shall have been issued and remain in effect (without limiting each Party's obligations in this Agreement), and no Law shall have been enacted which prohibits or makes unlawful the consummation of the Transactions (any such Order or Law, a "Legal Restraint").

**2. Conditions to Buyer's Closing Obligations.** The obligation of Buyer to consummate the Transactions is subject to the satisfaction (or, where legally permissible, waiver in writing by Buyer, in its sole and absolute discretion) at or prior to the Closing of each of the following additional conditions:

(a) Seller shall have performed and complied in all material respects with all of the covenants and agreements hereunder required to be performed and complied with by Seller on or prior to the Closing;

(b) (i) The Seller Fundamental Representations shall be true and correct in all material respects, disregarding any materiality, Material Adverse Effect, material adverse effect or similar qualifications therein, as of the Effective Time as though made at and as of the Effective Time (except to the extent that any such representation or warranty which by their express provisions are made as of a particular date, in which case such representation and warranty will be true and correct only as of such date) and (ii) all other representations and warranties of Seller set forth in Article V shall be true and correct, disregarding any materiality, Material Adverse Effect, material adverse effect or similar qualifications therein, as of the Effective Time as though made at and as of the Effective Time (except to the extent that any such representation or warranty which by its express provisions are made as of a particular date, in which case such representation or warranty will be true and correct only as of such date), except for any failure or failures of such representations and warranties to be true and correct that would not, individually or in the aggregate, result in a Material Adverse Effect;

(c) Buyer shall have received a certificate from Seller, duly executed by a duly authorized officer of Seller and dated the Closing Date, to the effect that the conditions set forth in Section 8.2(a), Section 8.2(b) and Section 8.2(e) have been satisfied;

(d) Seller shall be ready, willing, and able to deliver all agreements, instruments, and documents required to be delivered by or on behalf of Seller pursuant to Section 4.2;

(e) Since the Effective Date, no fact, circumstance, effect, change, event or development that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect, shall have occurred; and

(f) No Order granting any of the Required Regulatory Approvals shall impose terms or conditions that, individually or in the aggregate (when taken together with the other Orders granting such Required Regulatory Approvals), would reasonably be expected to result in a Burdensome Condition.

**3. Conditions to Seller's Closing Obligations.** The obligation of Seller to consummate the Transactions is subject to the satisfaction (or, where legally permissible, waiver in writing by Seller, in its sole and absolute discretion) at or prior to the Closing Date of each of the following additional conditions:

(a) Buyer shall have performed and complied in all material respects with all of the covenants and agreements hereunder required to be performed and complied with by Buyer prior to the Closing;

(b) the representations and warranties of Buyer set forth in Article VI shall be true and correct, disregarding any materiality, material adverse effect or similar qualifications therein, as of the Effective Time as though made at and as of the Effective Time (except to the extent that any such representation or warranty which, by their express provisions, are made as of a particular date, in which case such representation or warranty will be true and correct only as of such date), except for any failure or failures of such representations and warranties to be true and

correct that would not, individually or in the aggregate, cause such representations and warranties of Buyer to be materially inaccurate taken as a whole or have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement or the Ancillary Agreements or consummate the Transactions;

(c) Seller shall have received a certificate from Buyer, duly executed by a duly authorized officer of Buyer and dated the Closing Date, to the effect that the conditions set forth in Section 8.3(a) and Section 8.3(b) have been satisfied; and

(d) Buyer shall be ready, willing, and able to deliver all agreements, instruments, and documents required to be delivered by Buyer under Section 4.3.

## ARTICLE IX SURVIVAL, TERMINATION AND OTHER REMEDIES

### 1. Survival.

(a) Except in the case of Fraud, none of the representations and warranties of any Party contained in this Agreement (including any certificates to be delivered under Section 4.2(a) and Section 4.3(b)) shall survive the Closing. None of the covenants or obligations of any Party required to be performed by such Party at or before the Closing shall survive the Closing; *provided*, that for the avoidance of doubt, the obligations hereunder to make payments at or in connection with the Closing shall survive until performed in accordance with their terms. Unless otherwise indicated herein, the covenants and agreements set forth in this Agreement, which by their express terms are required to be performed after the Closing, shall survive the Closing until they have been performed or satisfied.

(b) Except to the extent arising from or related to Fraud (and then only to the extent of such Fraud) and subject to Section 7.18 and claims for injunctive relief, specific performance or other similar equitable remedies pursuant to Section 10.11, the rights provided under the RWI Policy will be Buyer's sole recourse for any breach of any representation and warranty contained in this Agreement (even in the event the RWI Policy is never issued by an insurer, the RWI Policy is revoked, canceled, or modified in any manner after issuance for any reason, a claim is denied, in whole or in part, by any insurer under the RWI Policy or coverage is unavailable under the RWI Policy for any reason, including due to exclusions from coverage thereunder), and Seller will have no Liability (other than in the event of Fraud, and then only to the extent of such Fraud) for any breach of any representation or warranty contained in this Agreement. Nothing in this Section 9.1 will in any way be deemed to limit or modify any rights of Buyer or its Affiliates under the RWI Policy or inhibit Buyer from obtaining any remedies they may have against any insurer under the RWI Policy.

2. **Termination.** Without prejudice to other remedies which may be available to the Parties by applicable Law or this Agreement, this Agreement may be terminated and the Transactions may be abandoned at any time prior to the Closing:

(a) by mutual written consent of Seller and Buyer;

(b) by either Seller or Buyer by giving written notice to the other Party if the Closing shall not have occurred by the date that is nine (9) months after the Effective Date (the "Termination Date"), unless extended by written agreement of Seller and Buyer; *provided*, that if the only outstanding condition to Closing (other than any conditions that by their terms are to be satisfied at Closing and that remain capable of being satisfied) is one or more of the conditions set forth in Section 8.1(a) or Section 8.1(b), then the Termination Date shall automatically be extended by an additional three (3) months; *provided, further*, that the right to terminate this

Agreement under this Section 9.2(b) shall not be available to any Party if such failure of the Closing to occur by the Termination Date was due to the material breach or violation of, or material failure to perform, any of the representations, warranties, covenants, or agreements contained in this Agreement by such Party; *provided, further*, that the right to terminate this Agreement pursuant to this Section 9.2(b) shall not be available to any Party (i) during the pendency of any proceeding for specific performance of this Agreement provided by Section 10.11, and in such case, the Termination Date shall automatically be extended following completion of such proceeding such that the Termination Date shall be five (5) Business Days following the completion of such proceeding, or (ii) during the time period referred to in Section 4.1, starting on the date on which the last of the conditions set forth in Article VIII (other than any such conditions which, by their terms or nature, are not capable of being satisfied until the Closing Date but subject to the satisfaction or, when permissible, waiver in writing of such conditions at the Closing) is satisfied or, when permissible, waived in writing, and in such case, the Termination Date shall automatically be extended such that the Termination Date will be one (1) Business Day after the day Closing was required to occur in accordance with Section 4.1;

(c) by either Seller or Buyer by giving written notice to the other Party if: (i) any Required Regulatory Approval or any approval or waiting period expiration or termination listed in clause (i) of the definition of Required Regulatory Approval, has been denied by the applicable Governmental Entity and such denial has become final and non-appealable; (ii) any Governmental Entity in the United States has issued an Order or enacted a Law permanently restraining, enjoining, or otherwise prohibiting or making unlawful the Closing, and such Order or Law, if applicable, has become final and non-appealable or (iii) (A) with respect to termination by Buyer under this clause (iii), a Burdensome Condition exists, and (B) the undertakings, terms, conditions, liabilities, obligations commitments or sanctions giving rise to such Burdensome Condition have become final and non-appealable; *provided, however*, that the right to terminate this Agreement under this Section 9.2(c) shall not be available to any Party if the denial, Order or Law described in clauses (i), (ii) or (iii) hereof is the result of the failure of such Party to perform or comply with any of its covenants, agreements, obligations or conditions contained in this Agreement to be performed or complied with by it prior to the Closing;

(d) by either Seller or Buyer by giving written notice to the other Party if such other Party has breached any of its representations, warranties, covenants, agreements, or other obligations in this Agreement in a manner that would reasonably be expected to cause any condition of such Party giving notice set forth in Article VIII not to be satisfied and, except in the case of a breach of Buyer's obligation to pay the Purchase Price in accordance with the terms of Article III, such breach is of a character that is not capable of being cured or has not been cured by the earlier of (i) the Termination Date and (ii) thirty (30) days after written notification thereof by the Party seeking termination hereunder; *provided*, that the right to terminate this Agreement under this Section 9.2(d) shall not be available to a Party if such Party is then in material breach of or there is a material failure to perform any of such Party's covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing, or if any representation or warranty contained in Article V (if such Party is Seller) or Article VI (if such Party is Buyer) is or becomes untrue or inaccurate in any material respect with respect to such Party and such breach or failure to perform or such untrue or inaccurate representation or warranty would result in the failure of any condition set forth in Section 8.1 or Section 8.2 (if such Party is Seller) or Section 8.1 or Section 8.3 (if such Party is Buyer) to be satisfied; or

(e) by Seller, upon written notice to Buyer, if (i) all the conditions to Closing set forth in Section 8.1 and Section 8.2 have been and continue to be satisfied or waived as of the date the Closing should have been consummated pursuant to the terms of this Agreement (other than those conditions that, by their terms or by their nature, are to be satisfied at the Closing, each of which shall be capable of being satisfied if the Closing were to occur), (ii) Seller has irrevocably certified in writing to Buyer, on or prior to the date on which the Closing is required to occur

pursuant to Section 4.1, that all conditions to Closing set forth in Section 8.1 and Section 8.3 have been satisfied or, when permissible, waived (other than any such conditions which by their terms or nature are not capable of being satisfied until the Closing, each of which are, at the time that such written notice is delivered, capable of being satisfied if the Closing were to occur at the time that such written notice is delivered) and that Seller is ready, willing and able to, and will proceed with and immediately consummate, the Closing when required pursuant to Section 4.1, and (iii) Buyer fails to consummate the Closing within five (5) Business Days following the time the Closing is required to occur pursuant to Section 4.1 (and Seller did not, in fact, prevent Buyer from consummating the Closing on a subsequent date prior to Seller's termination of this Agreement pursuant to this Section 9.2(e)); *provided*, that the right to terminate this Agreement pursuant to this Section 9.2(e) will not be available to Seller if Seller is then in material breach of or there is a material failure to perform any of Seller's covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing, or if any representation or warranty contained in Article V is or becomes untrue or inaccurate in any material respect and such breach or failure to perform or such untrue or inaccurate representation or warranty would result in the failure of any condition set forth in Section 8.1 or Section 8.2 to be satisfied.

### **3. Effect of Termination.**

(a) In the event of any termination of this Agreement pursuant to Section 9.2, all rights and obligations of the Parties hereunder shall terminate without any Liability on the part of either Party or its Affiliates or other Related Persons in respect thereof, except that (i) the provisions of, and the obligations of Buyer and Seller under Section 1.2, Section 7.2(c), Section 7.4(a), Section 7.17, this Section 9.3, Section 10.1, Section 10.2, Section 10.3, Section 10.4, Section 10.5, Section 10.6, Section 10.7, Section 10.9, Section 10.10, Section 10.11, Section 10.12, Section 10.16, Section 10.17 and Section 10.18 (and any definitions in Article I referenced in any of the foregoing), and the Confidentiality Agreement shall remain in full force and effect and (ii) subject to Section 9.3(e), such termination shall not relieve any Party of any Liability for any willful and intentional breach of this Agreement prior to such termination.

(b) Notwithstanding anything to the contrary in this Agreement, if: (i) (A) either Seller or Buyer terminates this Agreement (1) pursuant to Section 9.2(b) and, at the time of such termination, any of the conditions set forth in Section 8.2(f) or, in connection with the Required Regulatory Approvals, Section 8.1(a) or Section 8.1(b) shall have not been satisfied, or (2) in connection with the Required Regulatory Approvals, pursuant to Section 9.2(c)(i) or Section 9.2(c)(ii), (B) Buyer terminates this Agreement pursuant to Section 9.2(c)(iii) or (C) Seller terminates this Agreement pursuant to Section 9.2(d) based on a failure by Buyer to perform its covenants or agreements under Section 7.9, and (ii) in each case of the foregoing clauses (A), (B) and (C), at the time of such termination, all other conditions to the Closing set forth in Section 8.1(b) (other than Legal Restraints arising in connection with the Required Regulatory Approvals), Section 8.2(a), Section 8.2(b) and Section 8.2(e) shall have been satisfied or waived (except for (I) those conditions that by their nature are to be satisfied at the Closing but which conditions would be satisfied or would be capable of being satisfied if the Closing Date were the date of such termination or (II) those conditions that have not been satisfied as a result of a breach of this Agreement by Buyer), then Buyer shall, within two (2) Business Days following any such termination, pay to Seller or its designee in cash by wire transfer in immediately available funds to an account designated by Seller a non-refundable fee in an amount equal to six and a half percent (6.5%) of the Base Purchase Price (the "Reverse Termination Fee").

(c) Nothing herein shall be construed to prohibit Seller from first seeking specific performance in accordance with the terms of Section 10.11 but thereafter terminating this

Agreement and electing to receive the Reverse Termination Fee as liquidated damages in lieu of fully prosecuting its claim for specific performance.

(d) The Parties acknowledge that the agreements contained in Section 9.3(b) are an integral part of the Transactions, and that, without these agreements, the Parties would not enter into this Agreement. If Buyer fails to promptly pay an amount due pursuant to Section 9.3(b) and, in order to obtain such payment, Seller commences an action against Buyer, Buyer shall pay to Seller (if Seller is the prevailing party in such action), on the one hand, or Seller shall pay to Buyer (if Buyer is the prevailing party in such action), on the other hand, such prevailing party's reasonable and documented out-of-pocket costs and expenses (including reasonable attorneys' fees) in connection with such action, together with interest on the amount of such payment from the date such payment was required to be made until the date of payment at the U.S. prime rate as quoted by The Wall Street Journal in effect on the date such payment was required to be made.

(e) Each of the Parties acknowledges and agrees that the Reverse Termination Fee is not intended to be a penalty, but rather is liquidated damages in a reasonable amount that will compensate Seller in the circumstances in which such Reverse Termination Fee is due and payable, for the efforts and resources expended and opportunities forgone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision. As such, notwithstanding anything to the contrary in this Agreement, (i) without limiting the rights of Seller under Section 10.11 and any reimbursement obligations hereunder prior to the termination of this Agreement, if this Agreement is terminated under circumstances in which Buyer is obligated to pay the Reverse Termination Fee under Section 9.3(b), upon payment of the Reverse Termination Fee, and, if applicable, the costs and expenses of Seller pursuant to Section 9.3(d) in accordance therewith, Buyer and its Related Persons and Debt Financing Sources shall have no further liability with respect to this Agreement or the Transactions to Seller or its Related Persons, and payment of the Reverse Termination Fee and such costs and expenses by Buyer shall be the sole and exclusive remedy (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity) of Seller and its Related Persons for any action, losses, liabilities, damages, judgments, inquiries, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, suffered or incurred by Seller or any other Person in connection with this Agreement or the Transactions, including for the failure of the Closing to occur for any reason, or any matter forming the basis for such termination, and Seller shall not have, and expressly waives and relinquishes, any other right, remedy or recourse (whether in contract or in tort or otherwise, or whether at law (including at common law or by statute) or in equity). The Parties acknowledge and agree that, notwithstanding anything to the contrary set forth in this Agreement, in no event shall (A) Seller be entitled to payment of both (x) monetary damages (including in connection with Fraud or a willful and intentional breach of this Agreement or breaches under other Ancillary Agreements) and (y) the Reverse Termination Fee or (B) Seller be entitled to both (x) payment of any monetary damages (including in connection with Fraud or a willful and intentional breach of this Agreement or breaches under other Ancillary Agreements) or the Reverse Termination Fee and (y) a grant of specific performance of this Agreement or any other equitable remedy that results in the Closing occurring.

(f) Except as otherwise provided in this Agreement, in the event that a Party having the right to unilaterally terminate this Agreement desires to terminate this Agreement, such Party shall give the other Party notice of such termination, specifying the basis for such termination, and this Agreement will terminate and the Transactions will be abandoned, without further action by either Party, whereupon the Liabilities of the Parties hereunder will terminate, except as otherwise expressly provided in this Section 9.3. Upon any termination of this Agreement: (i) all filings, applications, and other submissions made pursuant to this Agreement, to the extent

applicable and practicable, will, within a commercially reasonable time thereafter, be withdrawn by the filing Party from the Governmental Entity or other Person to which they were made; and (ii) Buyer shall return or destroy, at Buyer's sole expense, all data and information (including all copies, extracts, and other reproductions, in whole or in part) furnished by Seller or any of its Affiliates or Representatives to Buyer or any of its Affiliates or Representatives or prepared by or on behalf of Buyer in connection with its due diligence investigation of the Transactions, in each case, in accordance with the Confidentiality Agreement and the terms of this Agreement, and an officer of Buyer shall certify the same to Seller in writing.

## ARTICLE X MISCELLANEOUS PROVISIONS

**1. Expenses.** Buyer shall bear one hundred percent (100%) of all filing fees of either Party incurred in connection with any Required Regulatory Approvals. Further, Buyer shall bear: (a) all costs and expense related to the RWI Policy; and (b) all filing, recording, transfer, or other fees or charges of any nature in connection or otherwise payable pursuant to any provision of any Law, Order, or franchise in connection with the sale, transfer, and assignment by Seller or its Affiliates of the Purchased Assets and the Assumed Obligations to Buyer or its Affiliates. Except as provided in the foregoing, or to the extent otherwise specifically provided herein (including Section 7.10(a)), and irrespective of whether the Transactions are consummated, all other costs and expenses incurred in connection with this Agreement and the Transactions will be borne by the Party incurring such costs and expenses, including all fees and expenses of agents, advisors, Representatives, counsel (including in connection with the preparation and prosecution of any and all applications and proceedings with respect to the TPUC Application), and accountants.

**2. Amendment.** Except as set forth in Section 7.6, Section 7.8 and Schedule 7.11(a), this Agreement may not be amended, supplemented, or otherwise modified except in a written instrument executed by each of the Parties. No waiver by any of the Parties of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party sought to be charged with such waiver. Notwithstanding the foregoing, no amendments or modifications to Section 10.18 nor any waiver to the provisions in Section 10.18 shall be permitted in a manner adverse to any Debt Financing Source without the prior written consent of such Debt Financing Source.

**3. Notices.** All notices and other communications required or permitted to be given by any provision of this Agreement shall be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested) or sent by hand or overnight courier, or e-mail transmission (when demonstrably transmitted from the email server of the sender and so long as such transmission does not generate an error message or notice of non-delivery), charges prepaid,

and addressed to the intended recipient as follows, or to such other addresses or numbers as may be specified by a Party from time to time by like notice to the other Party:

(a) If to Seller, to:

Piedmont Natural Gas Company, Inc.  
c/o Duke Energy Corporation  
550 S. Tryon Street, DEC45A  
Charlotte, NC 28202  
Attn: Greer Mendelow  
Email: [greer.mendelow@duke-energy.com](mailto:greer.mendelow@duke-energy.com)

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

Skadden, Arps, Slate, Meagher & Flom LLP  
1440 New York Avenue, N.W.  
Washington, DC 20005  
Attn: Pankaj Sinha; Erik Elsea  
Email: [psinha@skadden.com](mailto:psinha@skadden.com); [erik.elsea@skadden.com](mailto:erik.elsea@skadden.com)

(b) if to Buyer, to:

c/o Spire Inc.  
700 Market Street, 6th Floor  
St. Louis, MO 63101  
Attn: Matt Aplington, Senior Vice President and Chief Legal Officer  
Email: [Matt.Aplington@spireenergy.com](mailto:Matt.Aplington@spireenergy.com)

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

Sidley Austin LLP  
787 Seventh Avenue  
New York, NY 10019  
Attn: Jeffrey Kochian; Brittany Harrison  
Email: [jeffrey.kochian@sidley.com](mailto:jeffrey.kochian@sidley.com); [brittany.harrison@sidley.com](mailto:brittany.harrison@sidley.com)

All notices and other communications given in accordance with the provisions of this Agreement shall be deemed to have been given and received: (i) when delivered by hand or transmitted by e-mail (when demonstrably transmitted from the email server of the sender and so long as such transmission does not generate an error message or notice of non-delivery); (ii) three (3) Business Days after the same are sent by certified or registered mail, postage prepaid, return receipt requested; or (iii) one (1) Business Day after the same are sent by a reliable overnight courier service, with acknowledgment of receipt.

**4. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign (by Contract, stock sale, operation of applicable Law, or otherwise) either this Agreement or any of

its rights, interests, or obligations hereunder without the express prior written consent of the other Party, and any attempted assignment, without such consent, shall be null and void; *provided*, that Buyer may, without the consent of Seller, assign or delegate all or any part of its rights under this Agreement to (a) reasonably in advance of the making of the initial filings with Governmental Entities related to the Required Regulatory Approvals as contemplated by Section 7.9(b), any of its wholly-owned Subsidiaries or (b) any of its lenders as collateral security for their obligations under any of their debt financing arrangements (including the lenders or other Persons providing Debt Financing) so long as such assignment does not result in a breach of any representation or covenant of Buyer in this Agreement and would not reasonably be expected to delay, hinder or prohibit the consummation of the Transactions; *provided, however*, that, in each case, no such assignment shall relieve Buyer of, or constitute a discharge of, any of Buyer's liabilities and obligations under this Agreement.

**5. Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended or shall be construed to give any Person, other than the Parties, their respective successors and permitted assigns and the Indemnified Parties with respect to Section 7.18, any legal or equitable right, remedy, claim, or benefit under or in respect of this Agreement, and the Indemnified Parties may directly enforce the provisions of Section 7.18. Notwithstanding anything to the contrary herein (including in this Section 10.5), the Debt Financing Sources shall be intended third party beneficiaries of and may enforce the Debt Financing Source Provisions (and any defined term or provision of this Agreement to the extent a modification, waiver or termination of such defined term or provision would modify the substance of such Debt Financing Source Provisions) and such provisions (including this Section 10.5) may not be modified, waived or terminated in a manner that impacts or is adverse in any respect to the Debt Financing Sources without the prior written consent of such Debt Financing Sources.

**6. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, all other provisions of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void, or unenforceable, shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Furthermore, in lieu of such invalid, illegal, void, or unenforceable provision, there shall be added automatically as a part of this Agreement a valid, legal and enforceable provision as similar in terms to such invalid, illegal, void or unenforceable provision as may be possible so that the Transactions are fulfilled to the greatest extent possible.

**7. Entire Agreement.** This Agreement (including the Schedules and the Exhibits hereto) and the Ancillary Agreements constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede any prior understandings, negotiations, agreements, or representations among the Parties of any nature, whether written or oral, to the extent they relate in any way to the subject matter hereof or thereof.

**8. Counterparts.** This Agreement may be executed in any number of original, PDF, or facsimile counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Documents shall include images of manually executed signatures transmitted by facsimile or other electronic format (including "pdf", "tif" or "jpg") and other electronic signatures (including DocuSign and AdobeSign). In the event that any signature to this Agreement or any agreement or certificate delivered pursuant hereto, or any amendment thereof, is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. No Party will raise the use of a facsimile machine or e-mail delivery of a ".pdf" format data file to deliver any such signature page or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a ".pdf" format data file as a defense to the formation or enforceability of a Contract and each Party forever waives any such defense.

**9. Governing Law.** This Agreement and all claims or causes of action based upon, arising out of or relating to this Agreement and the Transactions, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict, or choice of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

**10. Consent to Jurisdiction; Waiver of Jury Trial.**

(a) Each of the Parties irrevocably submits to the exclusive jurisdiction of the Delaware Chancery Court (or, if the Delaware Chancery Court shall be unavailable, any other court of the State of Delaware, or in the case of Claims to which the federal courts have exclusive subject matter jurisdiction, any federal court of the United States of America sitting in the State of Delaware, and, in each case, appellate courts therefrom) for the purposes of any suit, Claim, or other proceeding arising out of or relating to this Agreement or any Transactions (and irrevocably agrees not to commence any Claim, suit, or proceeding relating hereto except in such courts). Each of the Parties further irrevocably agrees that service of any process, summons, notice, or document hand delivered or sent by U.S. registered mail to such Party's respective address set forth in Section 10.3 shall be effective service of process for any Claim, suit, or proceeding with respect to any matters to which it has submitted to jurisdiction as set forth in the immediately preceding sentence. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any Claim, suit, or proceeding arising out of or relating to this Agreement or the Transactions in (x) state courts of the State of Delaware or (y) the United States District Court for the District of the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Claim, suit, or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each Party agrees that a final judgment in any Claim, suit or proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided in law or in equity.

(b) EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ANCILLARY AGREEMENTS, THE TRANSACTIONS OR THE ANCILLARY AGREEMENTS, OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF OR THEREOF.

**11. Specific Performance.** Notwithstanding anything in this Agreement to the contrary: (a) each Party recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement shall cause the other Party to sustain irreparable harm for which it would not have an adequate remedy at law, and, therefore, in the event of any such breach the aggrieved Party shall, without the posting of bond or other security (any requirement for which the Parties hereby waive), be entitled to the remedy of specific performance of such covenants and agreements, including injunctive and other equitable relief, in addition to any other remedy to which it might be entitled; (b) a Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement; and (c) in the event that any action is brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense or counterclaim, that there is an adequate remedy at law. For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, under no circumstances shall Seller be entitled to receive both a grant of specific performance to require Buyer to consummate the Closing and payment of the Reverse Termination Fee. Notwithstanding anything in this Agreement to the contrary, in no event shall Seller or any of its Affiliates or Representatives (or any other Person) be entitled to, or permitted to seek, specific performance in respect of any Debt Financing Source or Buyer's or its Affiliates' respective

rights under the Debt Commitment Letters or any other agreements with any Debt Financing Source relating to the Debt Financing.

**12. No Special Damages; Sole and Exclusive Remedy.**

(a) In no event shall either Party be liable for (i) special, punitive, exemplary, incidental, consequential, or indirect damages; (ii) lost profits or lost business, loss of enterprise value, diminution in value, damage to reputation, or loss of goodwill; or (iii) damages calculated based on a multiple of profits, revenue, or any other financial metric hereunder, in each case, except to the extent payable by the Indemnified Party to a Third Party in connection with a matter for which such Indemnified Party is otherwise entitled to indemnification under Section 7.18.

(b) Furthermore, Buyer and Seller acknowledge and agree that:

(i) the Parties have voluntarily agreed to define their rights, Liabilities, and obligations respecting the Transactions exclusively in contract pursuant to the express terms and provisions of this Agreement and hereby waive any statutory and common law remedies, with respect to matters relating to the Transactions;

(ii) the sole and exclusive remedies for any breach of the terms and provisions of this Agreement, or any action otherwise arising out of or related to the Transactions, shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement, including pursuant to Section 7.18 and Section 9.3(e));

(iii) the provisions of and the limited remedies provided in this Section 10.12 were specifically bargained for between the Parties and were taken into account by the Parties in arriving at the Purchase Price;

(iv) after the Closing, no Party or its Affiliates may seek the rescission of the Transactions; and

(v) the Parties each hereby acknowledge that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations, and the Parties specifically acknowledge that no Party has any special relationship with another Party that would justify any expectation beyond that of an ordinary buyer and an ordinary seller in an arm's-length transaction.

**13. Exhibits and Schedules.**

(a) All Exhibits and Schedules and the Seller Disclosure Schedules attached hereto are hereby incorporated herein by reference and made a part hereof.

(b) Any disclosure made by Seller in the Seller Disclosure Schedules with reference to any Section or Schedule of this Agreement shall be deemed to be a disclosure with respect to all other Sections or Schedules to which the relevance of such disclosure is reasonably apparent on its face. Certain information set forth in the Seller Disclosure Schedules is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made in this Agreement nor shall such information be deemed to establish a standard of materiality.

**14. Headings.** The table of contents and Section headings contained in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement or affect in any way the meaning or interpretation of this Agreement.

**15. Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

**16. No Recourse.** Notwithstanding anything to the contrary in this Agreement or in any Ancillary Agreement, this Agreement and the Ancillary Agreements may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the Ancillary Agreements, or the Transactions may only be brought against, the Persons that are expressly named as parties hereto or thereto, and then only with respect to, and to the extent of, the specific obligations set forth herein and therein with respect to such party. Except to the extent such Person is a named party to this Agreement or the Ancillary Agreements (and then only to the extent of the specific obligations undertaken by such named party in this Agreement or the Ancillary Agreements, and not otherwise), no past, present, or future equity holder, controlling person, director, officer, employee, agent, attorney, Affiliate, member, manager, general or limited partner, stockholder, investor, or assignee of any party to this Agreement, nor any past, present or future equity holder, controlling person, director, officer, employee, agent, attorney, Affiliate, member, manager, general or limited partner, stockholder, investor, or assignee of any of the foregoing (collectively, "Related Persons"), shall have any Liability or obligation (whether in contract, tort, equity, or otherwise) for any one or more of the representations, warranties, covenants, agreements, or other obligations or Liabilities of Seller or Buyer under this Agreement or the applicable parties to the Ancillary Agreements (whether for indemnification or otherwise) of or for any claim based on, arising out of, or related to this Agreement, the Ancillary Agreements or the Transactions. For the avoidance of doubt, nothing in this Agreement shall limit the recourse of Buyer or any of its Affiliates in respect of Fraud.

**17. Transaction Privilege.**

(a) Seller or certain of its Affiliates have engaged Skadden, Arps, Slate, Meagher & Flom LLP, McGuireWoods LLP and Holland & Knight LLP (each "Seller's Counsel") as their legal counsel in connection with the Transactions. By entering into this Agreement, Buyer and its Affiliates: (a) consent to the continued representation of Seller and certain of its Affiliates by Seller's Counsel in connection with the Transactions; (b) waive any actual or alleged conflict of Seller's Counsel that may arise from Seller's Counsel's representation of Seller and certain of its Affiliates in connection with the Transactions; and (c) agree not to seek to disqualify or otherwise prevent Seller's Counsel from representing Seller and certain of its Affiliates in the Transactions. This consent and waiver extend to Seller's Counsel representing Seller and certain of its Affiliates against Buyer and its Affiliates in litigation, arbitration, or mediation in connection with this Agreement or the Transactions. Nothing contained herein shall be deemed to constitute a waiver of any privilege or consent to the disclosure of any confidential information.

(b) Buyer or certain of its Affiliates have engaged Sidley Austin LLP and Bradley Arant Boult Cummings LLP (each "Buyer's Counsel") as their legal counsel in connection with the Transactions. By entering into this Agreement, Seller and its Affiliates: (a) consent to the continued representation of Buyer and certain of its Affiliates by Buyer's Counsel in connection with the Transactions; (b) waive any actual or alleged conflict of Buyer's Counsel that may arise from Buyer's Counsel's representation of Buyer and certain of its Affiliates in connection with the Transactions; and (c) agree not to seek to disqualify or otherwise prevent Buyer's Counsel from representing Buyer and certain of its Affiliates in the Transactions. This consent and waiver extend to Buyer's Counsel representing Buyer and certain of its Affiliates against Seller and its Affiliates in litigation, arbitration, or mediation in connection with this Agreement or the

Transactions. Nothing contained herein shall be deemed to constitute a waiver of any privilege or consent to the disclosure of any confidential information.

(c) Seller acknowledges and agrees on behalf of itself and its Affiliates that, if Buyer wishes to engage: (i) after the date hereof and prior to the Closing and on a joint basis with Seller or its applicable Affiliate, McGuireWoods LLP in respect of the Required Regulatory Approval set forth in clause (ii) of the definition thereof or (ii) following the Closing, McGuireWoods LLP and/or Holland & Knight LLP (each of the foregoing, whether engaged in accordance with the foregoing clause (i) or (ii), as applicable, “Regulatory Counsel”) in respect of any regulatory matters related to the Business (collectively, the “Regulatory Matters”), by entering into this Agreement, Seller and its Affiliates: (x) consent to the representation of Buyer and certain of its Affiliates by Regulatory Counsel in connection with any Regulatory Matters; and (y) waive any actual or alleged conflict of Regulatory Counsel that may arise from Regulatory Counsel’s representation of Buyer and certain of its Affiliates solely in connection with any Regulatory Matters; *provided* that (1) such waiver is made with the understanding that Regulatory Counsel’s advice and services to Buyer and its Affiliates are not rendered in anticipation of litigation, arbitration, regulatory proceeding, or other adversarial legal proceeding by Buyer or any of its Affiliates against Seller or any of its Affiliates, or in connection with matters reasonably likely to lead to any such proceedings, and (2) nothing contained herein shall be deemed to constitute a waiver of any privilege by Seller or its Affiliates or a consent to the disclosure of any confidential information of Seller or its Affiliates to Buyer and its Affiliates or any other Person.

**18. Debt Financing Sources**. Notwithstanding anything to the contrary contained in this Agreement, each of the Parties: (a) agrees that it will not bring or support any Person in any Claim of any kind or description, whether at law or in equity, whether in contract or in tort or otherwise, against any of the Debt Financing Sources in any way relating to this Agreement or any of the Transactions, including any dispute arising out of or relating in any way to the Debt Financing Commitment Letters or the performance thereof or the financings contemplated thereby, in any forum other than the Supreme Court of the State of New York, County of New York, or, if, under applicable law, exclusive jurisdiction is vested in the Federal courts, the United States District Court for the Southern District of New York sitting in New York County (and appellate courts thereof); (b) agrees that, except as specifically set forth in the Debt Financing Commitment Letters, all claims or causes of action (whether at law, in equity, in contract, in tort or otherwise) against any of the Debt Financing Sources in any way relating to the Debt Financing Commitment Letters or the performance thereof or the financings contemplated thereby, shall be exclusively governed by the State of New York, without giving effect to principles or rules of conflicts of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction; and (c) hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation (whether at law or in equity, whether in contract or in tort or otherwise) directly or indirectly arising out of or relating in any way to the Debt Financing Commitment Letters or the performance thereof or the financings contemplated thereby. Notwithstanding anything to the contrary contained in this Agreement, subject to the rights of the parties to any Debt Financing Commitment Letters, (i) the Parties hereby acknowledge and agree that no Party or any of its or their respective Affiliates, directors, officers, employees, agents, partners, managers, members or equityholders or any successors or assigns of any of the foregoing (x) shall have any rights or claims against any Debt Financing Sources in any way relating to this Agreement, the Debt Financing, the Debt Financing Commitment Letters or any of the Transactions, or in respect of any other document or any of the Transactions, or in respect of any oral or written representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Financing Commitment Letters or the performance thereof or the financings contemplated thereby, whether at law or in equity, in contract, in tort or otherwise and (y) agrees not to commence any Claim against any Debt Financing Sources in connection with this Agreement, the Debt Financing, the Debt

Financing Commitment Letters or any of the Transactions, or in respect of any oral or written representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Financing Commitment Letters or the performance thereof or the Debt Financing, and (ii) no Debt Financing Source shall have any Liability (whether in contract, in tort or otherwise) to any Party and its or their respective Affiliates, directors, officers, employees, agents, partners, managers, members, representatives or equityholders or any successors or assigns of any of the foregoing for any Liabilities of any Party under this Agreement or for any claim based on, in respect of, or by reason of, the Transactions or in respect of any oral or written representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Financing Commitment Letters or the performance thereof or the financings contemplated thereby, whether at law or in equity, in contract, in tort or otherwise. Notwithstanding anything to the contrary contained in this Agreement, the Debt Financing Sources are intended third party beneficiaries of, and shall be entitled to the protections of, this provision. Notwithstanding anything in this Agreement to the contrary, in no event shall Seller or any of its Affiliates or Representatives (or any other Person) be entitled to, or permitted to seek, specific performance in respect of any Debt Financing Source or Buyer's or its Affiliates' respective rights under the Debt Financing Commitment Letters or any other agreements with any Debt Financing Source relating to the Debt Financing.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

**PIEDMONT NATURAL GAS COMPANY, INC.**

By: Brian D. Savoy

Name: Brian D. Savoy

Title: Executive Vice President and Chief Financial Officer

**SPIRE INC.**

By: Scott Doyle

Name: Scott Doyle

Title: President and Chief Executive Officer

*[Signature Page to Asset Purchase Agreement]*

*Execution Version*

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**INVESTMENT AGREEMENT**

**by and among**

**PROGRESS ENERGY, INC.,**

**FLORIDA PROGRESS, LLC,**

**DUKE ENERGY CORPORATION**

**and**

**PENINSULA POWER HOLDINGS L.P.**

**Dated as of August 4, 2025**

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Exhibit A – Form of A&R LLC Agreement

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## **SCHEDULES**

Progress Energy Disclosure Schedules

## INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT (including all schedules and exhibits attached hereto, this “Agreement”), dated as of August 4, 2025 (the “Agreement Date”), is entered into by and among Progress Energy, Inc., a North Carolina corporation (“Progress Energy”), Florida Progress, LLC, a Florida limited liability company (the “Company”), Duke Energy Corporation, a Delaware corporation (“Duke”), and Peninsula Power Holdings L.P., a Delaware limited partnership (“Investor”) (Progress Energy, the Company, Duke and Investor being sometimes hereinafter referred to individually as a “Party” and together as the “Parties”).

### RECITALS

WHEREAS, Duke owns, directly or indirectly, one hundred percent (100%) of the Equity Interests of Progress Energy;

WHEREAS, Progress Energy owns one hundred percent (100%) of the issued and outstanding membership interests of the Company (the “Company Membership Interests”);

WHEREAS, on the terms and subject to the conditions set forth herein, the Company wishes to issue and sell to Investor, and Investor wishes to purchase from the Company, certain newly issued Company Membership Interests such that, after giving effect to the Transactions (as defined below), Investor will own the aggregate Acquired Percentage of the Company Membership Interests;

WHEREAS, contemporaneously with the First Closing, Progress Energy, Investor and the Company will enter into an Amended and Restated Limited Liability Company Agreement of the Company substantially in the form attached hereto as Exhibit A (the “A&R LLC Agreement”) to memorialize their mutual agreements and understandings relating to the ownership, management and operation of the Company; and

WHEREAS, contemporaneously herewith, (a) Brookfield Super-Core Infrastructure Partners L.P., Brookfield Super-Core Infrastructure Partners (ER) SCSp, Brookfield Super-Core Infrastructure Partners (CAN) L.P., Brookfield Super-Core Infrastructure Partners (NUS) L.P., and Brookfield Super-Core Infrastructure Partners (CAN) TE L.P. (together, “BSIP”) and the Company have entered into a Limited Guarantee (the “Guarantee”) pursuant to which BSIP will guarantee certain obligations of Investor under this Agreement, (b) BSIP and Investor have entered into an equity commitment letter (the “BSIP Equity Commitment Letter”), pursuant to which BSIP has committed, subject to the terms and conditions thereof, to invest in Investor, directly or indirectly, equity funding in the amount set forth therein (the “First Closing Equity Financing”) and (c) Brookfield Asset Management Ltd. (“BAM”) and Investor have entered into an equity commitment letter (the “BAM Equity Commitment Letter,” and together with the BSIP Equity Commitment Letter, the “Equity Commitment Letters”) pursuant to which BAM has committed, subject to the terms and conditions thereof, to invest in Investor, directly or indirectly, equity funding in the amount set forth therein (the “Subsequent Closing Equity Financing”).

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NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## Article I

### **DEFINITIONS**

Section 1.1 **Definitions**. As used in this Agreement the following terms have the following meanings:

“A&R LLC Agreement” has the meaning given in the Recitals. For purposes of this Agreement, any reference to the “A&R LLC Agreement” in this Agreement shall refer to (1) with respect to any time period prior to the First Closing, the form of the A&R LLC Agreement attached hereto as Exhibit A as if such agreement were in effect as of the date of this Agreement and (2) with respect to any time period from and after the First Closing, the A&R LLC Agreement then in effect.

“Acquired Interests” means the First Closing Acquired Interests and the Subsequent Closing Acquired Interests acquired by Investor at one or more Subsequent Closings, individually or collectively, as applicable and as the context requires.

“Acquired Percentage” means the First Closing Acquired Percentage and the Subsequent Closing Acquired Percentage acquired by Investor at one or more Subsequent Closings, individually or collectively, as applicable and as the context requires.

“Action or Proceeding” means any notice, charge, assertion, appeal, action, demand, inquiry, citation, summons, litigation, suit, proceeding, complaint, audit, hearing, mediation, grievance, arbitration or investigation by or before any Governmental Authority or any validly constituted arbitral panel or similar body, of any nature (criminal, civil, administrative, regulatory, investigative or otherwise), and whether at law or at equity.

“Additional Capital Investment” means the amount of any cash equity capital contributions to, or investments of any additional cash equity capital in, the Company for “Necessary Expenses” (as defined in the A&R LLC Agreement) made by Progress Energy on or after the Agreement Date and prior to the First Closing in connection with an “Unforeseen Event” (as defined in the A&R LLC Agreement); provided, that, (a) the amount of Additional Capital Investment shall be reduced by the aggregate amount of any outstanding balances owed to the Group Companies by any Affiliate of the Company (other than the Group Companies) as part of the cash management policies of the Duke Consolidated Group and (b) in no event shall any Additional Capital Investment include any capital contributions where such amounts are used by the Company (and not, for the avoidance of doubt, its Subsidiaries) to satisfy any intercompany obligation of the Company (and not, for the avoidance of doubt, its Subsidiaries) where the Company (and not, for the avoidance of doubt, its Subsidiaries) is the obligor and the payee is an Affiliate of the Company (other than a Group Company); provided, further, that in no event shall the amount of Additional Capital Investment be less than \$0.00 or more than \$1,000,000,000.00.

“Adjusted Company Equity Value” means (a) the Base Company Equity Value, plus (b) any Additional Capital Investment.

“Affiliate” means, with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such first Person (which, for the avoidance of doubt, with respect to Affiliates of Investor, includes the members of Investor, the Brookfield Group and their respective Affiliates); provided, however, that, with respect to Investor for purposes of the first sentence of Section 6.3(e), the second sentence of Section 6.3(d), the first sentence of Section 6.5, Section 6.11(e) and Section 10.13, only members of the Brookfield Group shall be considered Affiliates of the Investor.

“Affiliate Contract” means any Contract between any of the Group Companies, on the one hand, and any Affiliate of the Group Companies (other than any other Group Company), on the other hand.

“Affiliate Guidelines” has the meaning given in Section 4.21(a).

“After-Tax Cash Interest Payments” means, for any applicable period, the cash interest paid in such period with respect to any Debt (as defined in the A&R LLC Agreement) of the Company (excluding, for the avoidance of doubt, Debt of the Company’s Subsidiaries) minus the amount Duke or its Affiliates (other than a Group Company) paid to the Company under the Tax Sharing Agreement with respect to such cash interest.

“Agreement” has the meaning given in the Preamble.

“Agreement Date” has the meaning given in the Preamble.

“Alternative Financing” has the meaning given in Section 6.11(d).

“AML Laws” has the meaning given in Section 4.20.

“Ancillary Agreements” means the agreements, instruments and certificates to be executed and delivered by a Party at or prior to the applicable Closing pursuant to Section 2.2(f)(iv).

“Anti-Corruption Laws” means any Laws concerning or relating to bribery or corruption imposed, administered or enforced by any Governmental Authority.

“Assets” means any and all direct and indirect interests in both tangible and intangible property, including all Permits, Real Property, Intellectual Property Rights and rights under Contracts.

“Balance Sheet Date” has the meaning given in Section 4.6(a).

“BAM” has the meaning given in the Recitals.

“BAM Equity Commitment Letter” has the meaning given in the Recitals.

“Base Company Equity Value” means thirty billion, four hundred fifty-six million, eight hundred fifty-two thousand, seven hundred ninety-one dollars and eighty-eight cents (\$30,456,852,791.88).

“Brookfield Group” means Brookfield Super-Core Infrastructure Partners GP LLC and its direct and indirect Subsidiaries and controlled investment vehicles (excluding any portfolio company thereof).

“BSIP” has the meaning given in the Recitals.

“BSIP Equity Commitment Letter” has the meaning given in the Recitals.

“Burdensome Condition” means any requirement or condition (a) to enter into any agreement or undertaking that requires the holding of direct or indirect Equity Interests in the Company through proxy holders or in a voting trust, (b) to alter the governance arrangements with respect to the Group Companies in a manner that adversely affects or limits the governance rights of Investor in any material respect (other than as expressly provided by Section 6.8(g) of the A&R LLC Agreement), (c) to diminish in any material respect the scope of Investor’s information rights with respect to the Group Companies (other than as expressly provided by Section 6.8(g) of the A&R LLC Agreement), (d) to propose, negotiate, commit to or effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of any assets or businesses of Investor or any of its Affiliates or, after the First Closing, the Group Companies, (e) otherwise to take or commit to take any actions that would reasonably be expected to materially and adversely (i) affect one or more of the businesses, product lines or assets of Investor or of Investor’s Affiliates or, after the First Closing, the Group Companies, or (ii) limit the ability of Investor, any of its Subsidiaries or Investor’s and such Subsidiaries’ respective Affiliates or, after the First Closing, the Group Companies, to retain, one or more of their businesses, product lines or assets or (f) to commence or participate in any action, suit or other litigation proceeding (other than regulatory proceedings with respect to the Required Approvals).

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banks in New York, New York are authorized or required by Law to be closed.

“Business Intellectual Property” means all Intellectual Property Rights used in, held for use in or necessary for the operation of the business of the Group Companies.

“CFIUS” means the Committee on Foreign Investment in the United States and each member agency thereof acting in such capacity.

“CFIUS Approval” means (a) written notification issued by CFIUS that it has determined that the issuance and sale of the Acquired Interests is not a “covered transaction” pursuant to the CFIUS Statute; (b) CFIUS has issued a written notice that it has concluded all action under the CFIUS Statute with respect to the issuance and sale of the Acquired Interests, and there are no unresolved national security concerns with respect to the issuance and sale of the Acquired

Interests; or (c) if CFIUS shall have sent a report to the President of the United States requesting the President's decision with respect to the issuance and sale of the Acquired Interests, then either (i) the President shall have announced a decision not to take any action to suspend, prohibit or place any limitations on the issuance and sale of the Acquired Interests, or (ii) having received a report from CFIUS requesting the President's decision, the time permitted by the CFIUS Statute for such action shall have expired without any such action being announced or taken.

“CFIUS Notice” has the meaning given in Section 6.3(b).

“CFIUS Statute” means Section 721 of the Defense Production Act of 1950 (50 U.S.C. §4565), and all rules and regulations thereunder, including those codified at 31 C.F.R. Part 800.

“CFIUS Turndown” has the meaning given in Section 6.3(b).

“Charter Documents” means, with respect to any Person, all organizational documents and all shareholder agreements, member agreements or similar Contracts relating to the ownership or governance of such Person.

“Claim Notice” has the meaning given in Section 9.5.

“Closing” has the meaning given in Section 2.2(a).

“Closing Actions” has the meaning given in Section 2.2(f).

“Closing Date” means the date upon which a Closing occurs pursuant to Section 2.2.

“Closing Purchase Price” means the First Closing Purchase Price and the Subsequent Closing Purchase Price payable for the Subsequent Closing Acquired Interests acquired by Investor at a Subsequent Closing, individually or collectively, as applicable and as the context requires.

“Closing Purchase Price Adjustment Amount” means the First Closing Purchase Price Adjustment Amount or a Subsequent Closing Purchase Price Adjustment Amount, as applicable. Illustrative calculations of the Closing Purchase Price Adjustment Amounts are attached hereto as Exhibit B in the form made available to Investor by Representatives of Duke and Progress Energy on July 31, 2025 for demonstration purposes only. To the extent of any conflict between Exhibit B and the terms of this Agreement, this Agreement shall control.

“COBRA” has the meaning given in Section 4.13(c).

“Code” means the Internal Revenue Code of 1986 and any successor thereto.

“Commitment Letters” has the meaning given in Section 5.10(d).

“Company” has the meaning given in the Preamble.

“Company Counsel” has the meaning given in Section 10.13.

“Company Data” means all confidential data, information, and data compilations owned or otherwise controlled or Processed by the Group Companies, including Personal Data, to the extent Processed by the Group Companies or, with respect to data, information and data compilations Processed in connection with the business or operations of the Group Companies, their Affiliates.

“Company Intellectual Property” means all Intellectual Property Rights owned or purported to be owned by any of the Group Companies or, with respect to Intellectual Property Rights exclusively used in connection with the business or operations of the Group Companies, their Affiliates.

“Company Membership Interests” has the meaning given in the Recitals.

“Company Privacy Policies” means any (a) external data protection, data usage, data privacy and security policies of the Group Companies or, to the extent applicable to the Group Companies, of their Affiliates and (b) contractual obligations of the Group Companies or, to the extent applicable to the Group Companies, of their Affiliates, relating to privacy, security, or the Processing of Personal Data.

“Confidentiality Agreement” means the Confidentiality Agreement, dated February 28, 2025, between Duke and Brookfield Infrastructure Group LLC.

“Contract” means any agreement, contract, lease, consensual obligation, promissory note, evidence of indebtedness, purchase order, letter of credit, license, promise or undertaking of any nature (whether written or oral and whether express or implied), including letters of intent, executed term sheets and similar evidences of an agreement in principle.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. The term “Control” when used as a verb in the referenced clauses shall have a correlative meaning.

“Controlled Group Liabilities” means any and all Liabilities (a) under Title IV of ERISA, (b) under Section 302 or 4068(a) of ERISA, (c) under Section 412 or 4971 of the Code and (d) for violation of the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4980B of the Code or the group health requirements of Sections 701 et seq. of ERISA and Sections 9801 et seq. of the Code.

“Data Breach” means any unauthorized Processing of Company Data or IT Systems, or any other data security incident, including any of the foregoing as may require notification to any Person or Governmental Authority under Privacy Laws.

“Data Processor” means a natural or legal Person, public authority, agency or other body that Processes Personal Data on behalf of or at the direction of a Group Company.

**“Debt”** means all (a) obligations of a Person for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, including obligations of such Person evidenced by bonds, debentures, notes or similar instruments; (b) obligations of such Person to pay any deferred purchase price, including “earn-out” payments, post-closing true-up obligations, conditional sale obligations, obligations under any title retention agreement or similar contingent obligations; (c) obligations under commodity hedging arrangements, exchange rate contracts, interest rate protection agreements or other hedging or derivatives arrangements, solely to the extent such obligations would have been considered indebtedness on the Reference Balance Sheet; (d) obligations to reimburse the issuer of any letter of credit, surety bond, performance bond or other guarantee of contractual performance, in each case to the extent drawn; (e) obligations of a Person under leases classified as capital or finance leases in its financial statements or required to be so classified in accordance with GAAP (prior to the implementation of ASC 842); (f) guarantees with respect to obligations of other Persons of the type referred to in clauses (a) through (e); (g) obligations of the type referred to in clauses (a) through (f) of other Persons secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Lien on any property or asset of such Person, including in each case, the outstanding principal amount, any unpaid or accrued interest and any other payment obligations in respect thereof; and (h) any accrued interest, prepayment or similar penalties or premiums related to any of the foregoing. “Debt” does not include any (A) ordinary course intercompany obligations solely between or among the Group Companies to the extent eliminated in consolidation or (B) trade accounts payable of the Group Companies in favor of non-Affiliates that are incurred in the ordinary course of business and included in net working capital in accordance with GAAP.

**“Debt Commitment Letters”** has the meaning given in Section 5.10(d).

**“Debt Financing”** has the meaning given in Section 5.10(d).

**“Debt Financing Agreements”** has the meaning given in Section 6.11(a).

**“Debt Financing Commitment Letters”** has the meaning given in Section 5.10(d).

**“Debt Financing Failure Event”** has the meaning given in Section 6.11(b).

**“Debt Financing Sources”** shall mean the agents, arrangers, lenders, bookrunners and other entities (other than Investor or any of its Affiliates) that have committed to provide or arrange or otherwise entered into agreements in connection with all or any part of the Debt Financing or the Alternative Financing in connection with the Transactions, including the parties to any commitment letters, engagement letters, joinder agreements, indentures, note purchase agreements or credit agreements entered into in connection therewith, together with their respective Affiliates and their respective Affiliates’ officers, directors, employees, controlling persons, agents and representatives and their respective successors and assigns.

**“DEF”** means Duke Energy Florida, LLC, a Florida limited liability company.

**“Designated Tax Sharing Payment”** has the meaning given in Section 6.2(e).

“Duke” has the meaning given in the Preamble.

“Duke Consolidated Group” means the “affiliated group” (as defined in Section 1504 of the Code) of which Duke is the common parent.

“Emergency Situation” means, with respect to the business of the Group Companies, any abnormal system condition or abnormal situation requiring immediate action to maintain system frequency or voltage or to prevent material loss of firm load, material equipment damage or tripping of system elements that could materially and adversely affect reliability of an electric system or any other occurrence or condition that otherwise requires immediate action to prevent an immediate and material threat to the environment or safety of persons or the operational integrity of the Assets and business of the Group Companies or any other condition or occurrence requiring implementation of emergency procedures as defined by the applicable transmission grid operator or transmitting utility.

“Employee Benefit Plan” has the meaning given in Section 4.13(a).

“Environmental Claim” means any and all written or oral claims alleging potential Liability, administrative or judicial actions, suits, orders, liens or notices alleging Liability, notices of violation, investigations, complaints, requests for information relating to the Release or threatened Release of Hazardous Substances, proceedings, or other written or oral communication, whether criminal, civil or administrative based upon, alleging, asserting, or claiming any actual or potential (a) violation of, or Liability under, any Environmental Law, (b) violation of any Environmental Permit, or (c) Liability for investigatory costs, cleanup costs, removal costs, remedial costs, response costs, monitoring costs, natural resource damages, property damage, personal injury, fines, or penalties arising out of, based on, resulting from, or related to the presence, Release, or threatened Release of any Hazardous Substances at any location.

“Environmental Laws” means any and all Laws relating to pollution, the protection of the indoor or outdoor environment or natural resources (including all air, surface water, groundwater, soil vapor, stormwater or land, including land surface or subsurface, coastlines, sovereign submerged lands, flora and fauna and other natural resources), water use, historic or cultural resources, or human health and safety (to the extent related to exposure to harmful or deleterious substances), electric or magnetic fields, or relating to the processing, distribution, use, treatment, storage, disposal, Release or handling of, or exposure to Hazardous Substances.

“Environmental Permits” has the meaning given in Section 4.12(a).

“Equity Commitment Letters” has the meaning given in the Recitals.

“Equity Financing” has the meaning given in Section 6.11(f).

“Equity Interests” means (a) capital stock, partnership or membership interests or units (whether general or limited), or any other voting securities or interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distribution of the assets of,

the issuing entity, or (b) subscriptions, calls, warrants, options or commitments of any kind or character relating to, or entitling any Person or entity to acquire, or securities convertible into or exercisable or exchangeable for any of the foregoing.

“ERISA” has the meaning given in Section 4.13(a).

“ERISA Affiliate” means any trade or business (whether or not incorporated) that together with any of the Group Companies would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(b) of ERISA.

“Fee Letter” has the meaning set forth in Section 5.10(d).

“FERC” means the Federal Energy Regulatory Commission or any successor agency thereto.

“FERC Approval” has the meaning given in Section 6.3(a).

“Fifth Installment Acquired Interests” means a number of Company Membership Interests that will result in Investor owning the Fifth Installment Acquired Percentage of the Company Membership Interests.

“Fifth Installment Acquired Percentage” means the quotient of (a) the Fifth Installment Amount, divided by (b) the First Closing Price Per Percentage Interest.

“Fifth Installment Amount” means one billion dollars (\$1,000,000,000.00).

“Final Longstop Date” means June 30, 2028.

“First Closing” means the first Closing under this Agreement.

“First Closing Acquired Interests” means a number of Company Membership Interests that will result in Investor owning the First Closing Acquired Percentage of the Company Membership Interests immediately following the consummation of the First Closing.

“First Closing Acquired Percentage” means the quotient of (a) the First Closing Purchase Price, divided by (b) the Adjusted Company Equity Value (expressed as a percentage and rounded to the nearest hundredth of a percentage point).

“First Closing Date” means the date upon which the First Closing occurs.

“First Closing Equity Financing” has the meaning given in the Recitals.

“First Closing Interest Adjustment Amount” means the sum of (a) the cumulative After-Tax Cash Interest Payments for the period from January 1, 2025 to the First Closing Date minus (b) Undeclared Dividends as of the First Closing Date; provided that, in any case, the First Closing Interest Adjustment Amount shall not be less than zero dollars (\$0).

“First Closing Price Per Membership Interest” means the First Closing Purchase Price divided by the number of First Closing Acquired Interests.

“First Closing Price Per Percentage Interest” means the First Closing Purchase Price divided by the First Closing Acquired Percentage.

“First Closing Principal Adjustment Amount” means (a) the quotient of (i) the First Closing Interest Adjustment Amount divided by (ii) (x) one (1) minus (y) the First Closing Acquired Percentage (expressed as a decimal) minus (b) the First Closing Interest Adjustment Amount.

“First Closing Purchase Price” means two billion, eight hundred million dollars (\$2,800,000,000.00).

“First Closing Purchase Price Adjustment Amount” means the product of (a) the sum of (i) the First Closing Interest Adjustment Amount plus (ii) the First Closing Principal Adjustment Amount, multiplied by (b) the First Closing Acquired Percentage.

“Fourth Installment Acquired Interests” means a number of Company Membership Interests that will result in Investor owning the Fourth Installment Acquired Percentage of the Company Membership Interests.

“Fourth Installment Acquired Percentage” means the quotient of (a) the Fourth Installment Amount, divided by (b) the First Closing Price Per Percentage Interest.

“Fourth Installment Amount” means one billion, five hundred million dollars (\$1,500,000,000.00).

“FPA” means the Federal Power Act.

“FPSC” means the Florida Public Service Commission or any successor agency thereto.

“Fraud” means a Party’s knowing and intentional misrepresentation with respect to the making of the representations and warranties set forth in Article III or Article IV (in the case of Duke or Progress Energy, as applicable) or Article V (in the case of Investor), as applicable, or in any Ancillary Agreement. For the avoidance of doubt, “Fraud” does not include equitable fraud, promissory fraud, unfair dealings fraud, constructive fraud or any claim based on constructive knowledge, negligent or reckless misrepresentation or any similar theory.

“Fundamental Representations” has the meaning given in Section 10.1(a).

“GAAP” means United States generally accepted accounting principles as in effect during the applicable periods.

“Good Utility Practice” means (a) any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry operating in the United States during the relevant time period or (b) any of the practices, methods and acts that, in the exercise of

reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to optimum practices, methods or acts to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the United States of the performance of such practice, method or act.

“Government Contract” means any Contract for the sale of supplies or services currently in performance or that has not been closed that is between any Group Company on one hand and a Governmental Authority on the other or entered into by a Group Company as a subcontractor at any tier in connection with a contract between another Person and a Governmental Authority.

“Government Official” means any officer or employee of a Governmental Authority, or any person acting in an official capacity for or on behalf of any such Governmental Authority, or any political party, party official, candidate for public office or political campaign.

“Governmental Approvals” means any authorization, approval, consent, license, ruling, permit, tariff, certification, exception, Order, variance, recognition, grant, confirmation, clearance, filing, declaration or registration (other than a Permit) from, of, or with any Governmental Authority.

“Governmental Authority” means any federal, national, regional, state, municipal or local government, district, or special district, any political subdivision or any governmental, judicial, public, administrative, Tax, regulatory, arbitral, statutory or other instrumentality, tribunal, court, agency, authority, body, commission or other quasi-governmental or regulatory bureau, authority, body or entity having jurisdiction over the matter or Person in question, including, as applicable, FERC, the FPSC, the NERC, SERC and the NRC.

“Group Companies” means the Company and its Subsidiaries.

“Group Return” has the meaning given in Section 6.2(c).

“Guarantee” has the meaning given in the Recitals.

“Hazardous Substances” means (a) any petrochemical or petroleum products, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, per- or polyfluoroalkyl substances and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “contaminants” or “pollutants” or words of similar meaning and regulatory effect; or (c) any other chemical, material or substance, exposure to which is prohibited, limited, or regulated by, or for which standards of conduct or liability may be imposed under any applicable Environmental Law.

“Indemnified Group” has the meaning given in Section 9.1(a).

“Indemnified Losses” has the meaning given in Section 9.3(c).

“Indemnified Party” has the meaning given in Section 9.1(a).

“Indemnitor” has the meaning given in Section 9.1(a).

“Indemnity Cap” has the meaning given in Section 9.3(a).

“Indemnity Deductible” has the meaning given in Section 9.3(c).

“Information Security Program” means a commercially reasonable written information security program that complies with Privacy Laws and that includes: (a) policies and procedures regarding the Processing of Personal Data; (b) administrative, technical and physical safeguards to protect the security, confidentiality, and integrity of any Personal Data Processed by any Group Company; (c) requirements for protecting the security, confidentiality, and integrity of any Personal Data Processed by, and IT Systems operated by, any third party operating on behalf of or at the direction or for the benefit of any Group Company; (d) disaster recovery, business continuity, incident response, and security plans, procedures and facilities; and (e) protections against Data Breaches, Malicious Code, and against loss, misuse or unauthorized access to and Processing of Company Data and IT Systems owned or controlled by the Group Companies.

“Installment Acquired Percentage” means the Second Installment Acquired Percentage, the Third Installment Acquired Percentage, the Fourth Installment Acquired Percentage and the Fifth Installment Acquired Percentage, individually or collectively, as applicable and as the context requires.

“Intellectual Property Rights” means all intellectual property and intellectual property or proprietary rights as they exist in any jurisdiction throughout the world, whether registered or unregistered, published or unpublished, including the following: (a) patents, patent applications and similar rights including provisionals, continuations, divisionals, continuations-in-part, reissues or reexaminations thereof; (b) trademarks, trade names, service marks, trade dress, and registrations and applications for registration thereof, Internet domain names, any other indicia of source or origin and the goodwill associated with any of the foregoing; (c) all works of authorship (whether or not copyrightable), copyrightable works, moral rights, and copyrights and registrations and applications for registration thereof; and (d) rights in processes, software, technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing), and any confidential information, proprietary information and trade secrets (including customer lists or data or databases, business and marketing plans and marketing information).

“Intercompany Transactions” has the meaning given in Section 4.21(b).

“Investment Credit Interest Adjustment” means, for any Subsequent Closing, the aggregate After-Tax Cash Interest Payments with respect to the period beginning on the immediately preceding Closing Date and ending on the applicable Subsequent Closing Date.

“Investment Credit Principal Adjustment” means, for any Subsequent Closing, (a) the quotient of (i) the Investment Credit Interest Adjustment divided by (ii) (x) one (1) minus (y) the aggregate Acquired Interest immediately following such Subsequent Closing minus (b) the Investment Credit Interest Adjustment.

“Investor” has the meaning given in the Preamble.

“Investor Related Party” has the meaning given in Section 8.2(c).

“Investor Required Amount” has the meaning given in Section 5.10(a).

“Investor Required Approvals” has the meaning given in Section 5.4.

“Investor’s Knowledge” means the actual knowledge, after inquiry of their respective direct reports, of each of the individuals set forth on Exhibit C; provided, however, that such individual(s) shall not have any personal Liability for any breach of any provision of this Agreement so qualified.

“IT Systems” means the hardware, software, firmware, middleware, information technology equipment, electronics, platforms, servers, workstations, routers, hubs, switches, interfaces, data communication lines, network and telecommunications equipment, websites and Internet-related information technology infrastructure, wide area network and other data communications or information technology equipment, owned, leased by, used by, licensed to, or Processed in the conduct of the business of the Group Companies.

“Law” means any statute, law (including common law), ordinance, treaty, Order, rule or regulation of a Governmental Authority.

“Leased Real Property” means the real property leased, subleased, licensed or otherwise occupied by any of the Group Companies as lessee, sublessee, licensee or in another similar capacity, which is primarily used, held primarily for use in, or necessary for, the business of such Group Company.

“Liabilities” means any direct or indirect liability, indebtedness, obligation, guarantee, commitment, damage, penalty, fine, assessment, charge, loss, claim, demand or expense, whether accrued, unaccrued, absolute, contingent, asserted, unasserted, matured, unmatured, liquidated, unliquidated, known or unknown, secured or unsecured, of every kind and description, including all expenses related thereto.

“Lien” means any mortgage, deed of trust, pledge, lien (including any Tax lien), charge, claim, option, right of first refusal, equitable interest, security interest, third party right, assignment, hypothecation, license, encumbrance, easement, right of way, title, defect, encroachment, or other covenant, condition, agreement or arrangement that has the same or a similar effect to the granting of security or of any similar right of any kind (including any conditional sale or other title retention agreement).

“Longstop Date” means (a) with respect to the Second Installment Acquired Percentage, December 31, 2026, (b) with respect to the Third Installment Acquired Percentage, June 30, 2027, (c) with respect to the Fourth Installment Acquired Percentage, December 31, 2027 and (d) with respect to the Fifth Installment Acquired Percentage, the Final Longstop Date.

“Lookback Date” means January 1, 2022.

“Loss” means, with respect to a Person, the amount of (a) any loss, cost, expense, Tax, damage or liability, including interest, fines, reasonable legal and accounting fees and expenses of a Person including, with respect to an owner of Acquired Interests, any diminution in the value of such Acquired Interests (assuming a proportionate, dollar-for-dollar reduction in the value of the Acquired Interests based on the underlying reduction in value of the Group Companies and, for the avoidance of doubt, taking into account the percentage ownership of the Company of such owner (which, with respect to Investor, shall be deemed to be (i) from and after the First Closing, the First Closing Acquired Percentage and (ii) from and after a Subsequent Closing, the aggregate Acquired Percentage held by Investor at such time) and whether and when such Loss will actually be recovered through DEF’s rates), reduced by (b) any amounts actually received by such Person as a result of any recovery, settlement, or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person in connection with the circumstances giving rise to such Loss. If Investor issues a Claim Notice prior to one or more Subsequent Closings, and such Subsequent Closings thereafter occurs, the aggregate Acquired Percentage held by Investor at the time the subject matter of the Claim Notice is resolved shall apply to the calculation of such Loss.

“Malicious Code” means any “back door,” “drop dead device,” “time bomb,” “Trojan horse,” “virus,” “ransomware,” or “worm” (as such terms are commonly understood in the software industry) or any other code or mechanism designed or intended to have, or capable of performing, any of the following functions: (a) disrupting, disabling, harming, interfering with or otherwise impeding in any manner the operation of, or providing access to, a computer system or network or other device on which such code is stored or installed, in each case without authorization; or (b) damaging or destroying any data or file without the user’s consent. For the avoidance of doubt, none of the following are Malicious Code: (i) code that enables a third party licensor or service provider to disable, prevent access to, or delete software or data in accordance with the terms of the applicable Contract, and (ii) code that disables access to software or an IT System for security purposes, such as the use of incorrect passwords or other security tokens.

“Material Adverse Effect” means any condition, circumstance, development, event, effect or change that, individually or in the aggregate with any other such conditions, circumstances, events or changes, (a) with respect to Duke, Progress Energy or the Company, has had or would reasonably be expected to have a material adverse effect on the ability of such Person to consummate the Transactions (as applicable) or to perform its obligations under the Transaction Documents and (b) with respect to the Group Companies, has had or would reasonably be expected to have a material adverse effect on the business, assets, financial condition or results of operations of the Group Companies, taken as a whole; provided, however, that with respect to

the foregoing clause (b) only, a Material Adverse Effect shall not include any such condition, circumstance, development, event, effect or change or resulting from, relating to or arising out of (i) changes in economic or financial market conditions generally or in the industries in which the Group Companies operate, whether international, national or regional, (ii) changes in international, national, regional or state wholesale or retail markets (including market description or pricing) for energy, electricity, capacity, fuel supply or ancillary services, including those due to actions by competitors, (iii) changes in general regulatory or political conditions, including any acts of war, civil unrest or terrorist activities (or similar activities), (iv) changes in international, national, regional or state electric transmission or distribution systems, including the operation or condition thereof, (v) any changes in the market price of commodities, including fuel and other consumables, or changes in the price of energy, capacity or ancillary services, (vi) effects of weather or meteorological events, including climate change, (vii) changes or adverse conditions in the securities markets, including those relating to debt financing, interest rates or currency exchange rates, (viii) any change in Law or GAAP or regulatory policy adopted or approved by any Governmental Authority, (ix) the announcement, execution or delivery of this Agreement or the consummation of the Transactions (except that this clause (ix) shall not apply with respect to the representations or warranties in Section 3.4, Section 3.5 or Section 4.2 or, to the extent related thereto, the closing condition in Section 7.2(a)), (x) any actions specifically required to be taken or consented to by Investor in accordance with this Agreement, (xi) natural disasters or “acts of God” or other “force majeure” events, including pandemics (including the COVID-19 pandemic) or any escalation or worsening thereof or (xii) strikes, work stoppages or other labor disturbances; provided that the items set forth in clauses (i) through (viii) and clause (xi) above shall be taken into account in determining whether a Material Adverse Effect has occurred or would be reasonably expected to occur to the extent such items have a disproportionate effect on the Group Companies taken as a whole relative to other participants in the industry and markets in which the Group Companies conduct their respective business.

“Material Contract” means (a) any Contract to which any of the Group Companies is a party, or by the terms of which any of the Group Companies or the Assets of any of the Group Companies may be bound (including Contracts to which Duke, Progress Energy, any of the Group Companies or any of their respective Affiliates is a party and for which any of the Group Companies currently benefits, or to which it contributes, pursuant to intercompany agreements, whether documented or not), as to which the expected total cost of performing such Contract by the applicable Group Company or Group Companies or the total revenue expected to be received under such Contract by the applicable Group Company or Group Companies in the ordinary course exceeds twenty-five million dollars (\$25,000,000) per annum or one hundred million dollars (\$100,000,000) over the life of the Contract, (b) any Contract to which any of the Group Companies is a party or by which it is bound that provides for non-monetary obligations on the part of any of the Group Companies, the non-performance of which obligations would reasonably be expected to materially and adversely affect the Group Companies, taken as a whole, (c) any Affiliate Contract, (d) any Contract to which any of the Group Companies is a party or by which it is bound (i) containing exclusivity agreements with any material contractor, manufacturer, utility or supplier binding on any Group Company, (ii) containing covenants limiting the ability of any Group Company to engage in any line of business or to compete with

any Person or in any geographic area, that are material to the Group Companies, taken as a whole, (iii) granting any Person a preferential or other right (including requirements or take-or-pay, “most favored nation clause” or similar rights) to purchase or license (other than with respect to Intellectual Property Rights) any material Assets or any Equity Interests of the Group Companies, (iv) that is a joint venture or joint ownership agreement, (v) that is (A) with any Governmental Authority that provides for payments to any of the Group Companies that exceeds ten million dollars (\$10,000,000) per annum, excluding tariff Contracts, and (B) is material to the Group Companies, taken as a whole, or (vi) that involves any resolution or settlement against any Group Company of any actual or threatened Action or Proceeding with a value in excess of twenty-five million dollars (\$25,000,000) or that provides for any injunctive or other non-monetary relief, (e) any Contract that limits or restricts or would, by its express terms, otherwise adversely affect the ability of any of the Group Companies to pay dividends or distributions, (f) any Contract (I) for which the primary subject is (aa) the licensing of Intellectual Property Rights that are material to the Group Companies taken as a whole by any Group Company (whether as licensee or licensor, other than nonexclusive licenses of Intellectual Property Rights granted or obtained in the ordinary course of business), or (bb) the ownership, development, or use of any Intellectual Property Rights that are material to the Group Companies taken as a whole (other than Intellectual Property Rights assignment agreements entered into with employees and independent contractors in the ordinary course of business), or (II) affecting any Group Company’s ability to use or enforce any Intellectual Property Rights that are material to the Group Companies taken as a whole (including covenant-not-to-sue, coexistence, concurrent use, or settlement agreements) and (g) any amendments or supplements to any of the foregoing; provided that the foregoing (other than clause (a) with respect to Property Contracts relating to Leased Real Property) shall exclude Property Contracts.

“Maximum Acquired Percentage” means an amount equal to (a) the First Closing Acquired Percentage plus (b) the quotient of (x) three billion, two hundred million dollars (\$3,200,000,000) divided by (y) the First Closing Price Per Percentage Interest; provided that in no event shall the Maximum Acquired Percentage exceed nineteen and seven-tenths percent (19.7%).

“MBR Authority” means a final order issued by FERC under Section 205 of the FPA (a) granting authorization to make sales of electric energy, capacity and certain ancillary services at wholesale at negotiated, market based rates, (b) accepting for filing a tariff providing for such sales, and (c) granting such regulatory waivers and blanket authorizations as are customarily granted by FERC to persons authorized to sell electric energy, capacity and certain ancillary services at negotiated market based rates, including blanket authorization to issue securities and assume liabilities under Section 204 of the FPA and FERC’s regulations at 18 C.F.R. Part 34.

“Minimum Acquired Percentage” means the quotient of (a) two hundred million dollars (\$200,000,000), divided by (b) the First Closing Price Per Percentage Interest.

“NERC” means the North American Electric Reliability Corporation or any successor entity thereto.

“Normalization Rules” has the meaning given in Section 4.11(c).

“NRC” means the Nuclear Regulatory Commission or any successor agency thereto.

“NRC Approval” means either (i) receipt of the NRC Consent, or (ii) receipt of the Threshold Determination.

“NRC Consent” has the meaning given in Section 6.3(c).

“Order” means any legally binding award, consent, order, injunction, judgment, decree, order, ruling, subpoena, verdict or other decision (other than a Permit) issued, promulgated or entered by or with any Governmental Authority or arbitrator of competent jurisdiction, applicable to a Party or its business or properties, or the Transactions.

“Owned Real Property” means all real property owned in fee by any of the Group Companies which is primarily used, held primarily for use in, or necessary for, the business of such Group Company.

“Party” or “Parties” has the meaning given in the Preamble.

“Permit” means all licenses, permits, certificates of authority, exemptions, variances, authorizations, approvals, conditions of certification, certifications, agreements, registrations, franchises and similar consents granted by a Governmental Authority in connection with the ownership or operation of the business of the Group Companies.

“Permitted Real Property Liens” means, with respect to the Real Property and any interests therein, (a) all Liens for Taxes, assessments, both general and special, and other governmental charges that are not yet due and payable or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with applicable Law and GAAP, (b) all Liens for mechanics’, materialmen’s, workmen’s, repairmen’s, warehousemen’s, carriers’ and similar Liens that are not yet due and payable or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with applicable Law and GAAP, (c) all building codes, entitlement and zoning ordinances, land use, environmental and other applicable Laws heretofore, now or hereafter enacted, made or issued, in each case, that do not materially impair the current occupancy or use of the Real Property for its intended purpose, (d) all rights with respect to the ownership, mining, extraction and removal of oil, gas or minerals of whatever kind and character (including any rights to gravel, hard rock aggregate, or water extraction) that have been excepted or reserved prior to the Agreement Date in the public records, (e) with respect to the Real Property, (i) those exceptions to title set forth in any title policies of the Group Companies with respect to the Real Property that have been made available to Investor, (ii) any matters that are disclosed by the surveys of the Real Property that have been made available to Investor, and (iii) any covenants, conditions, restrictions, easements, rights of way, servitudes, encroachments, permits, licenses, leases, and similar matters of record affecting title to the Real Property (including any restrictions or limitations relating to land use or environmental matters) that have been filed in the public records, which in each case of clauses (i)–(iii), do not materially impair the current occupancy or use of the Real Property to which they relate, (f) rights of parties in possession of any such Real Property without options to purchase or rights

of first refusal to purchase or lease such Real Property with respect to such Real Property that do not materially impair the current occupancy or use thereof and (g) Liens that affect the underlying fee interest of any Leased Real Property.

“Person” means any individual, sole proprietorship, company, corporation, partnership, joint venture, limited liability partnership, limited liability company, trust, association (whether incorporated or unincorporated), institution, Governmental Authority or any other entity.

“Personal Data” means information identifying, relating to, describing, or reasonably capable of being associated with, or could reasonably be linked, directly or indirectly with, an identified or identifiable person, device, or household or any other information that constitutes “personal data,” “personal information,” “protected health information,” “nonpublic personal information,” or other similar terms as defined by applicable Privacy Laws.

“Prior Indemnity Payments” has the meaning given in Section 9.3(c).

“Privacy Laws” means (a) each Law relating to privacy, security or security breach notification requirements or the protection or Processing of Personal Data that is applicable to any Company or any of their Affiliates, including if and as applicable, the Federal Trade Commission Act, 15 U.S.C. § 45; the CAN-SPAM Act of 2003, 15 U.S.C. § 7701, et seq.; the Telephone Consumer Protection Act, 47 U.S.C. § 227; the Fair Credit Reporting Act, 15 U.S.C. § 1681; the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, et seq.; the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-22; the Stored Communications Act, 18 U.S.C. §§ 2701-12; the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq.; California Online Privacy Protection Act, Cal. Bus. & Prof. Code § 22575, et seq.; the New York Department of Financial Services Cybersecurity Regulation, 23 NYCRR § 500; and the South Carolina Privacy of Consumer Financial and Health Information Regulation, South Carolina Code § 69-58; Massachusetts Gen. Law Ch. 93H, 201 C.M.R. 17.00; Nev. Rev. Stat. 603A; Cal. Civ. Code § 1798.82; N.Y. Gen. Bus. Law § 899-aa, et seq.; Laws requiring notification to any Person or Governmental Authority in the event of a Data Breach; and all implementing regulations and requirements, and other similar Laws; and (b) each applicable rule, code of conduct, or other requirement of self-regulatory bodies and applicable industry standards to which the Group Companies are bound or purport to comply with.

“Proceeding” has the meaning given in Section 10.9(b).

“Processing”, “Process” or “Processed”, with respect to data, means any collection, access, acquisition, storage, protection, use, recording, maintenance, operation, dissemination, re-use, disposal, disclosure, re-disclosure, destruction, transfer, modification, or any other processing.

“Progress Energy” has the meaning given in the Preamble.

“Progress Energy Representations” has the meaning given in Section 10.1(c).

“Progress Energy Required Approvals” has the meaning given in Section 3.4.

“Progress Energy Required Consents” has the meaning given in Section 3.4.

“Progress Energy’s Knowledge” means the actual knowledge, after inquiry of their respective direct reports, of each of the individuals set forth on Schedule 1.1(b); provided, however, that such individual(s) shall not have any personal Liability for any breach of any provision of this Agreement so qualified.

“Projections” has the meaning given in Section 10.1(c).

“Property Contracts” means any Contracts to which any of the Group Companies is a party relating to the leasing or ownership of the Real Property.

“PUHCA” means the Public Utility Holding Company Act of 2005.

“Purchase Price” means six billion dollars (\$6,000,000,000.00).

“PURPA” means the Public Utility Regulatory Policies Act of 1978.

“Real Property” means the Leased Real Property together with the Owned Real Property.

“Reference Balance Sheet” means the consolidated balance sheet of DEF, dated as of December 31, 2024, contained in DEF’s Annual Report on Form 10-K for the year ended December 31, 2024.

“Related Proceeding” has the meaning given in Section 10.9(d).

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, releasing, migrating, dumping or disposing of a Hazardous Substance to the environment.

“Representatives” means each Party’s respective officers, directors, members, partners, limited partners, managers, employees, representatives, agents, attorneys, accountants or advisors.

“Required Approvals” has the meaning given in Section 5.4.

“Reverse Termination Fee” means an amount equal to two hundred forty million dollars (\$240,000,000).

“Sanctioned Country” has the meaning given in the definition of “Sanctioned Person.”

“Sanctioned Person” means, at any time:

(a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or any other relevant sanctions authority;

(b) any Person operating, organized or resident in a country or territory which is the subject or target of any Sanctions (at the Agreement Date, the Crimea, Cuba, Iran, North Korea, Syria, the so-called Luhansk People's Republic, and the so-called Donetsk People's Republic regions of Ukraine, and the non-government controlled areas of Ukraine in the oblasts of Kherson and Zaporizhzhia) (each of the foregoing, a "Sanctioned Country");

(c) any Person directly or indirectly owned fifty percent (50%) or more or controlled by any such Person or Persons described in the foregoing clauses (a) or (b); or

(d) any Person otherwise the subject of any Sanctions.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any applicable Governmental Authority.

"SEC" has the meaning given in Section 4.6(a).

"SEC Reports" has the meaning given in Section 4.6(a).

"Second Installment Acquired Interests" means a number of Company Membership Interests that will result in Investor owning the Second Installment Acquired Percentage of the Company Membership Interests.

"Second Installment Acquired Percentage" means the quotient of (a) the Second Installment Amount, divided by (b) the First Closing Price Per Percentage Interest.

"Second Installment Amount" means two hundred million dollars (\$200,000,000.00).

"Securities Act" has the meaning given in Section 5.12.

"SERC" means the SERC Reliability Corporation or any successor entity thereto.

"Subsequent Closing" means a Closing occurring after the First Closing.

"Subsequent Closing Acquired Interests" means the number of Company Membership Interests to be acquired by Investor at a Subsequent Closing as set forth in the applicable Subsequent Closing Notice.

"Subsequent Closing Acquired Percentage" means the quotient of (a) the Subsequent Closing Purchase Price, divided by (b) the First Closing Price Per Percentage Interest.

"Subsequent Closing Date" has the meaning given in Section 2.2(c).

"Subsequent Closing End Date" has the meaning given in Section 2.2(e).

"Subsequent Closing Equity Financing" has the meaning given in the Recitals.

"Subsequent Closing Investor Required Amount" has the meaning given in Section 5.10(b).

“Subsequent Closing Notice” has the meaning given in Section 2.2(c).

“Subsequent Closing Purchase Price” has the meaning given in Section 2.1(b).

“Subsequent Closing Purchase Price Adjustment Amount” means, for each Subsequent Closing, the product of (a) the aggregate Acquired Percentage immediately prior to the applicable Subsequent Closing and (b) the sum of (i) the Investment Credit Interest Adjustment and (ii) the Investment Credit Principal Adjustment.

“Subsidiary” means, with respect to any Person, any Person (other than a natural person) of which such first Person (either alone or through any other Subsidiary) owns, directly or indirectly, fifty percent (50%) or more of the stock or other equity voting or controlling interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such other Person.

“Survival Period” has the meaning given in Section 10.1(a).

“Tax” or “Taxes” means (i) all taxes, including all charges, fees, duties, levies or other assessments in the nature of taxes, imposed by any Governmental Authority, including income, gross receipts, excise, property, sales, gain, use, license, transfer, environmental, production, custom duty, unemployment, corporation, capital stock, transfer, franchise, payroll, withholding, social security, minimum, estimated, ad valorem, profit, gift, severance, value added, disability, recapture, occupancy, retaliatory or reciprocal, credit, occupation, leasing, employment, stamp, goods and services, utility and other taxes, including any interest, penalties or additions attributable thereto and (ii) any liability of any Group Company for the payment of amounts, and any reduction in amounts payable to any Group Company, determined by reference to amounts in clause (i) pursuant to the Tax Sharing Agreement.

“Tax Credits” means any tax credits under Section 48, 45, 48E or 45Y of the Code.

“Tax Proceeding” has the meaning given in Section 6.2(f).

“Tax Representations” means the representations and warranties of Progress Energy set forth in Section 4.11.

“Tax Returns” means any return, declaration, report, claim for refund, form, or information return or statement relating to Taxes, including any such document prepared or required to be prepared on a consolidated, combined or unitary basis, and also including any schedule or attachment thereto, and including any amendment thereof.

“Tax Sharing Agreement” means that certain Fifth Amended Agreement for Filing Consolidated Income Tax Returns and for Allocation of Consolidated Income Tax, dated as of December 31, 2024, by and between Duke and its Subsidiaries (including DEF), as the same may be amended.

“Termination Date” has the meaning given in Section 8.1(b).

“Third Installment Acquired Interests” means a number of Company Membership Interests that will result in Investor owning the Third Installment Acquired Percentage of the Company Membership Interests immediately following the consummation of the applicable Subsequent Closing.

“Third Installment Acquired Percentage” means the quotient of (a) the Third Installment Amount, divided by (b) the First Closing Price Per Percentage Interest.

“Third Installment Amount” means five hundred million dollars (\$500,000,000.00).

“Third-Party Claim” has the meaning given in Section 9.6(a).

“Threshold Determination” has the meaning given in Section 6.3(c).

“Transaction Documents” means, collectively, this Agreement, the Ancillary Agreements, the A&R LLC Agreement, the Guarantee, the Equity Commitment Letters, the Debt Financing Commitment Letters and all other agreements between the Parties or their Affiliates entered into pursuant to the terms hereof in order to carry out the Closing Actions and the Transactions.

“Transactions” means the issuance and sale of the Acquired Interests by the Company to Investor and the purchase thereof by Investor from the Company and the other transactions contemplated by this Agreement and the other Transaction Documents.

“Transfer Taxes” means any and all transfer Taxes (excluding Taxes measured in whole or in part by net income, receipts, revenue or similar measures), including sales, use, excise, goods and services, stock, conveyance, registration, business and occupation, securities transactions, real estate, land transfer, stamp, documentary, notarial, filing, recording, permit, license, authorization and similar Taxes, fees, duties, levies, customs, tariffs, imposts, assessments, obligations and charges.

“Treasury Regulations” means the regulations promulgated under the Code.

“Undeclared Dividends” means, as of the First Closing Date, the aggregate sum of the distributions from the Company to Progress Energy that (a) are permitted under Schedule 6.1(J) to be declared and distributed in or prior to the calendar quarter in which the First Closing Date occurs (prorated for the number of days elapsed in the quarter in which the First Closing occurs) and (b) have not been distributed on or prior to the First Closing Date. For example, if the First Closing occurs on January 15, 2026, and no distributions shall have been made from and after the Agreement Date, Undeclared Dividends shall be \$175 million, which is the sum of \$150 million plus \$25 million.

“U.S.” means United States of America.

“Willful Breach” means, with respect to any representation, warranty, agreement or covenant in this Agreement, a material breach caused by an intentional act or intentional omission (including an intentional failure to act to cure a breach) taken by a Party, where that

Party knows that such intentional action or intentional omission would constitute a material breach of this Agreement.

## Article II

### **SUMMARY OF TRANSACTIONS**

#### Section 2.1 Sale and Purchase of the Acquired Interests.

(a) Sale and Purchase. Upon the terms and subject to the conditions hereof:

(i) at the First Closing, (A) the Company shall issue and sell to Investor the First Closing Acquired Interests, (B) Investor shall purchase and acquire from the Company the First Closing Acquired Interests, and (C) the Parties shall take or cause to be taken the Closing Actions applicable to the First Closing; and

(ii) at any Subsequent Closing, (A) the Company shall issue and sell to Investor the number of Subsequent Closing Acquired Interests to be acquired by Investor pursuant to the applicable Subsequent Closing Notice, (B) Investor shall purchase and acquire from the Company such Subsequent Closing Acquired Interests, and (C) the Parties shall take or cause to be taken the Closing Actions applicable to the Subsequent Closing.

(b) Purchase Price. The aggregate purchase price for the First Closing Acquired Interests and the Subsequent Closing Acquired Interests, collectively, is the Purchase Price. The purchase price for (i) the First Closing Acquired Interests, is the First Closing Purchase Price and (ii) any Subsequent Closing Acquired Interests, is the First Closing Price Per Membership Interest multiplied by the number of Subsequent Closing Acquired Interests to be acquired by Investor at the applicable Subsequent Closing (the “Subsequent Closing Purchase Price”). At the applicable Closing, Investor shall pay the applicable Closing Purchase Price to the Company by wire transfer of immediately available funds to the account or accounts that the Company shall designate to Investor prior to the applicable Closing Date.

#### Section 2.2 Closings.

(a) Time of Closings. The consummation of the Transactions to be completed at each Closing Date (each, a “Closing”) shall take place remotely via the electronic exchange of executed documents at 10:00 a.m. (Eastern Time) (i) with respect to the First Closing, on the tenth (10th) Business Day immediately following the date on which the conditions to the First Closing set forth in Article VII have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the First Closing, but subject to the satisfaction or waiver of such conditions), or at such other time, date and place as the Parties may mutually agree in writing and (ii) with respect to each Subsequent Closing, on the date set forth in the applicable Subsequent Closing Notice and on which date the conditions to the applicable Subsequent Closing set forth in Article VII have been satisfied or waived (other than those conditions that by their nature are to be satisfied at such applicable Subsequent Closing, but subject to the satisfaction or waiver of such conditions), or at such other time, date and place as the Parties may mutually agree in writing. Notwithstanding anything to the contrary in Section 8.1(b), if the conditions to the First Closing set forth in Article VII (other than those conditions that by their nature are to be satisfied at such First Closing, but subject to the satisfaction or waiver of such conditions) have been satisfied or waived on a date that is prior to the Termination Date but the First Closing Date would occur after the Termination Date, the Termination Date shall be automatically extended such that it occurs on the day immediately following the ten (10) Business Day period described in the preceding sentence.

(b) First Closing Certificate. With respect to the First Closing, no later than five (5) Business Days following the date on which the conditions to the First Closing set forth in Article VII have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the First Closing, but subject to the satisfaction or waiver of such conditions), the Company shall deliver a certificate to Investor setting forth (i) the amount of First Closing Purchase Price Adjustment Amount including supporting calculations of each of the components thereof and (ii) a good faith calculation of the First Closing Acquired Percentage for such First Closing including supporting calculations of any Additional Capital Investment. The Company shall consider in good faith and incorporate all mutually-agreed comments, if any, submitted by Investor with respect to the calculations described in the foregoing clauses (i) and (ii).

(c) Subsequent Closing Notice. In any calendar quarter following the First Closing Date, Investor may deliver a written notice (the “Subsequent Closing Notice”) to Progress Energy electing to consummate a Subsequent Closing on the last Business Day of such calendar quarter (each, a “Subsequent Closing Date”). The Subsequent Closing Notice must be delivered at least fifteen (15) Business Days prior to the applicable Subsequent Closing Date and shall state (i) the number of Subsequent Closing Acquired Interests and corresponding Subsequent Closing Acquired Percentage to be acquired by Investor at such Subsequent Closing; provided that the Subsequent Closing Acquired Percentage set forth in the Subsequent Closing Notice shall not (A) be less than the Minimum Acquired Percentage or (B) cause Investor’s aggregate Acquired Percentage (after giving effect to the Subsequent Closing to which the Subsequent Closing Notice relates) to exceed the Maximum Acquired Percentage and (ii) the Subsequent Closing Purchase Price payable for the Subsequent Closing Acquired Interests to be acquired by Investor at such Subsequent Closing. If (x) Investor has not acquired at least the applicable Installment Acquired Percentage on or before the corresponding Longstop Date and (y) Investor has not delivered a Subsequent Closing Notice to acquire the remaining applicable Installment Acquired Percentage at a Subsequent Closing Date occurring on or before the corresponding Longstop Date, then Investor shall be deemed to have timely delivered a Subsequent Closing Notice to acquire the remaining applicable Installment Acquired Percentage and the Subsequent Closing Date for the acquisition of such remaining Installment Acquired Percentage shall be the applicable Longstop Date.

(d) Subsequent Closing Certificates. No later than five (5) Business Days after Investor delivers (or is deemed to have delivered) a Subsequent Closing Notice to Progress Energy, the Company shall deliver a certificate to Investor (i) confirming that all applicable closing conditions set forth in Section 7.2 with the respect to the applicable Subsequent Closing have been satisfied or waived (other than those conditions that by their nature are to be satisfied at such Subsequent Closing, but subject to the satisfaction or waiver of such conditions), and (ii) setting forth the amount of the Subsequent Closing Purchase Price Adjustment Amount applicable to such Subsequent Closing.

(e) Subsequent Closing Conditions. With respect to any Subsequent Closing, if any applicable closing condition set forth in Section 7.1 or Section 7.2 is not satisfied or waived on or prior to the Subsequent Closing Date, the Subsequent Closing shall not be consummated and any remaining Installment Acquired Percentage that would have been acquired at such Subsequent Closing shall ratably increase the amount of the Installment Acquired Percentage to be acquired by the next Longstop Date; provided, that with respect to the Subsequent Closing occurring on the Final Longstop Date, such Subsequent Closing shall be extended to the date on which such closing conditions have been satisfied or waived (other than those conditions that by their nature are to be satisfied at such Subsequent Closing, but subject to the satisfaction or waiver of such conditions); provided, further that if such Subsequent Closing has not occurred, with respect to Investor, on or prior to September 30, 2028 (such date, the “Subsequent Closing End Date”) or, with respect to Progress Energy, December 31, 2028, then Investor or Progress Energy may elect, upon written notice to the other Party, not to proceed with

such Subsequent Closing, and from and after the date of such notice, Investor, Duke, the Company and Progress Energy shall have no further obligations under this Article II with respect to such Subsequent Closing or any remaining Installment Acquired Percentage, including with respect to the payment of the portion of the Closing Purchase Price that otherwise would have been payable at such Subsequent Closing, and Investor shall not be obligated to acquire such number of Subsequent Closing Acquired Interests that otherwise would have been acquired at such Subsequent Closing; provided, further, that the foregoing right of Investor or Progress Energy, as applicable, to elect not to proceed with such Subsequent Closing under Section 2.2(e) shall not be available to any Party whose breach of a representation, warranty, covenant or agreement under this Agreement has been the primary cause of the failure of the Subsequent Closing to occur on or before such date. Notwithstanding anything to the contrary herein, upon the consummation of the closing of the Put Sale (as defined in the A&R LLC Agreement), Investor shall have no further rights or obligations under this Agreement with respect to any Subsequent Closing, including with respect to the payment of the Purchase Price in respect thereof, and Investor shall not be obligated to acquire any remaining Acquired Interests.

(f) Closing Actions. At the applicable Closing, Progress Energy, the Company and Investor (as applicable) shall take or cause to be taken the following actions (the "Closing Actions"):

(i) Payment of Closing Purchase Price. Investor shall pay the applicable Closing Purchase Price (minus the applicable Closing Purchase Price Adjustment Amount, if any) to the Company, in accordance with the terms set forth in Section 2.1.

(ii) Issuance of Acquired Interests. The Company shall issue to Investor the applicable Acquired Interests registered in the name of Investor, and, unless Investor has requested otherwise at least five (5) Business Days prior to the applicable Closing, with certificates for such Acquired Interests in the name of Investor, and the Company shall reflect such issuance to Investor in the books and records of the Company.

(iii) A&R LLC Agreement. At the First Closing, Progress Energy and the Company shall execute and deliver to Investor, and Investor shall execute and deliver to Progress Energy and the Company, the A&R LLC Agreement.

(iv) Officers Certificates. (A) Progress Energy shall deliver to Investor a certificate executed by a duly authorized officer of Progress Energy certifying that (1) with respect to the First Closing, the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied and (2) with respect to the applicable Subsequent Closing, the conditions set forth in Section 7.2(a), Section 7.2(b) and Section 7.2(c) have been satisfied and (B) Investor shall deliver to Progress Energy a certificate executed by a duly authorized officer of Investor certifying that with respect to the applicable Closing, the conditions set forth in Section 7.3(a) and Section 7.3(b) have been satisfied.

(v) Growth Commitment ECL. At the First Closing, Investor shall deliver to Progress Energy and the Company an equity commitment letter substantially in the form attached hereto as Exhibit D executed by BSIP and Investor.

## Article III

### **REPRESENTATIONS AND WARRANTIES OF DUKE AND PROGRESS ENERGY**

Except as specifically disclosed in the schedules to this Agreement (each section of which qualifies the correspondingly numbered representation and warranty to the extent specified therein and such other representations and warranties to the extent a matter in such section is disclosed in such a way as to make its relevance to such other representation or warranty reasonably apparent), Duke, with respect to the representations as to Duke set forth in Sections 3.1 through 3.5, and Progress Energy, with respect to the representations as to Progress Energy, each represent and warrant to Investor as of the Agreement Date and as of each Closing Date as follows:

**Section 3.1 Organization.** Duke has been duly organized or created, is validly existing and is in good standing (with respect to jurisdictions that recognize the concept of good standing) under the Laws of the State of Delaware. Progress Energy has been duly organized or created, is validly existing and is in good standing (with respect to jurisdictions that recognize the concept of good standing) under the Laws of the State of North Carolina. Duke and Progress Energy are qualified to do business in all jurisdictions where the failure to qualify would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Duke or Progress Energy, as applicable.

**Section 3.2 Authority and Power.** Each of Duke, Progress Energy and the Company has the requisite power and authority to enter into each of the Transaction Documents to which it is a party, consummate each of the transactions and undertakings contemplated thereby, and perform all of the terms and conditions thereof to be performed by Duke, Progress Energy or the Company, as applicable. The execution, delivery and performance of each of the Transaction Documents to which Duke, Progress Energy or the Company, as applicable, is a party and the consummation of each of the transactions and undertakings contemplated thereby have been duly authorized by all requisite action on the part of Duke, Progress Energy or the Company, as applicable, under its Charter Documents.

**Section 3.3 Valid and Binding Obligations.** Each of the Transaction Documents to which Duke, Progress Energy or the Company, as applicable, is a party has been duly and validly executed and delivered by Duke, Progress Energy or the Company, as applicable, and, assuming the due and valid execution and delivery of the Transaction Documents by the other parties thereto, is enforceable against Duke, Progress Energy or the Company, as applicable, in accordance with the terms thereof, except as such enforceability may be limited or denied by (a) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights and the enforcement of debtors' obligations generally and (b) general principles of equity, regardless of whether enforcement is pursuant to a proceeding in equity or at law.

**Section 3.4 Approvals and Consents.** Except for (a) those third-party consents listed on Schedule 3.4(a) (the "Progress Energy Required Consents"), (b) FERC Approval and filings related thereto, (c) NRC Approval and filings related thereto, (d) CFIUS Approval and filings related thereto (clauses (b) through (d), the "Progress Energy Required Approvals"), and (e) such other filings, consents or approvals which, if not made or obtained, would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, none of Duke, Progress Energy or any Group Company is required to give any notice, make any filing, or obtain any third-party consent or approval (including Governmental Approvals) to execute, deliver or perform any of the Transaction Documents to which it is a party or to consummate the transactions contemplated thereby.

**Section 3.5 No Violations.** The execution, delivery and performance by Duke, Progress Energy or the Company, as applicable, of each of the Transaction Documents to which it is a party does not, and the consummation of the transactions contemplated thereby will not:

(a) violate the Charter Documents of Duke, Progress Energy or the Company; (b) subject to obtaining the Progress Energy Required Consents, violate or be in conflict with, or constitute a breach or default (or any event that, with or without due notice or lapse of time, or both, would constitute a default) under, any Contract to which Duke, Progress Energy or the Company is a party or by which any of Duke's, Progress Energy's or the Group Companies' properties or Assets are or may be bound (including Contracts to which Duke, Progress Energy, any of the Group Companies or any of their respective Affiliates is a party and for which any of the Group Companies currently benefits, or to which it contributes, pursuant to intercompany agreements, whether documented or not); (c) subject to obtaining the Progress Energy Required Approvals, violate any Law or Order applicable to Duke, Progress Energy or the Company; or (d) result in the creation or imposition of any Lien on the Acquired Interests or any Assets of any Group Company, other than, with respect to clauses (b)–(d), any such conflicts, violations, defaults or imposition of Liens that would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.6 No Litigation. There is no Action or Proceeding pending to which Progress Energy is a party (and, to Progress Energy's Knowledge, there is no Action or Proceeding threatened in writing or orally against Progress Energy), in any such case at law or in equity, that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.7 Equity Interests.

(a) Schedule 3.7(a) accurately sets forth the ownership structure of the Group Companies as of the Agreement Date and as of immediately prior to the First Closing. Except as set forth on Schedule 3.7(a), none of the Group Companies own any Equity Interests of any other Person as of the Agreement Date and as of immediately prior to the First Closing. As of the Agreement Date and as of immediately prior to the First Closing, Progress Energy and each of the Group Companies owns, holds of record and is the beneficial owner of the Equity Interests shown as being owned by it on Schedule 3.7(a) free and clear of all Liens, restrictions on transfer or other encumbrances except as set forth on Schedule 3.7(a).

(b) No Persons other than Progress Energy (and Investor pursuant to the Transaction Documents) own or have any interest in, or option or other right (contingent or otherwise), including any right of first refusal or right of first offer, to acquire the Equity Interests of any of the Group Companies other than, after the First Closing, pursuant to Contracts to which Investor or any of its Affiliates is a party, including the A&R LLC Agreement. Except pursuant to the Transaction Documents or as set forth on Schedule 3.7(b), or, after the First Closing, pursuant to Contracts to which Investor or any of its Affiliates is a party, including the A&R LLC Agreement, there is no (i) voting trust or agreement, membership agreement, pledge agreement, buy-sell agreement, right of first refusal, preemptive right, stock appreciation right, phantom equity right, profit participation right, option, warrant, or other equity or equity-based right, redemption or repurchase right, anti-dilutive right or proxy relating to (or convertible into, exchangeable for, or measured by reference to) the Equity Interests of any of the Group Companies, (ii) Contract restricting the transfer of, or requiring the registration for sale of, the Equity Interests of any of the Group Companies, or (iii) option, warrant, call, right or other Contract to issue, deliver, grant, convert, exchange, sell, subscribe for, purchase, redeem or acquire any of the Equity Interests of any of the Group Companies or agreement to enter into any Contract with respect thereto. As of the Agreement Date and as of immediately prior to the First Closing, none of the Group Companies has any obligation to make any payments to any Person that are calculated by reference to an Equity Interest of any Group Company or the value of any Group Company.

(c) Upon consummation of the issuance and sale of the applicable Acquired Interests by the Company to Investor, Investor will hold good and valid title to such Acquired Interests free and clear of any and all Liens other than those created pursuant to Contracts to which Investor or any of its Affiliates is a party. After giving effect to the applicable

Transactions, the applicable Acquired Interests will constitute the applicable Acquired Percentage of the issued and outstanding Company Membership Interests.

Section 3.8 **Brokers.** Neither Progress Energy nor its Affiliates has any Liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the Transactions for which Investor or any Group Company could become liable or obligated.

## Article IV

### **REPRESENTATIONS AND WARRANTIES OF PROGRESS ENERGY REGARDING THE GROUP COMPANIES**

Except as specifically disclosed in the schedules to this Agreement (each section of which qualifies the correspondingly numbered representation and warranty to the extent specified therein and such other representations and warranties to the extent a matter in such section is disclosed in such a way as to make its relevance to such other representation or warranty reasonably apparent), Progress Energy represents and warrants to Investor with respect to the Group Companies as of the Agreement Date and each Closing Date as follows:

Section 4.1 **Organization of the Group Companies.** Each Group Company has been duly organized or created, is validly existing and is in good standing (with respect to jurisdictions that recognize the concept of good standing) under the Laws of the respective jurisdictions of their formation or creation. Each Group Company is qualified to do business in all jurisdictions where the failure to qualify would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.2 **No Violations.** Assuming that all filings, consents and approvals set forth on Schedule 4.2, if any, have been timely made or obtained, as applicable, the consummation of the Transactions does not and will not: (a) violate any Charter Document of any of the Group Companies; (b) violate or be in conflict with, or constitute a material default (or any event that, with or without due notice or lapse of time, or both, would constitute a material default) under, or cause or permit the acceleration of the maturity of, or give rise to any right of termination, cancellation, imposition of fees or penalties under, any Permit or any Material Contract to which any of the Group Companies is a party; (c) violate any Law, Privacy Law, Company Privacy Policy, or Order applicable to any of the Group Companies; or (d) result in the creation or imposition of any Lien on any of the Assets of any of the Group Companies, other than, with respect to clauses (b)-(d), any such conflicts, violations, defaults or imposition of Liens that would not be reasonably likely to be, individually or in the aggregate, material to the Group Companies taken as a whole.

Section 4.3 **Compliance with Laws.** Since the Lookback Date: (a) each of the Group Companies has been in compliance with all applicable Laws; (b) no notice, charge, claim, action or assertion has been filed, commenced or threatened in writing, or to Progress Energy's Knowledge orally, against any of the Group Companies alleging any noncompliance or violation of any applicable Law; (c) to Progress Energy's Knowledge, no investigation with respect to any material noncompliance or violation of any applicable Law by a Group Company has been commenced; (d) to Progress Energy's Knowledge, no other investigation with respect to any noncompliance or violation of any applicable Law by a Group Company has been commenced and remains unresolved; and (e) none of the Group Companies has admitted to, or been found by a Governmental Authority to have engaged in any violation of any applicable Laws or been debarred from bidding for any contract or business, and to Progress Energy's Knowledge, there are no circumstances which are likely to give rise to any such notice, charge, claim, action, assertion, investigation, admission, finding or debarment, except, in each case, as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.4 Permits.

(a) Each of the Group Companies currently holds in full force and effect and is in compliance with all Permits (other than Environmental Permits) as are necessary for each of the Group Companies to carry on its business, except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Neither Progress Energy nor, to Progress Energy's Knowledge, any of the Group Companies has received any written notice (i) of noncompliance or default with respect to any Permit or (ii) of the revocation, termination, or material modification of any Permit (other than Environmental Permits), except, in each case, as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.5 Litigation. There is no Action or Proceeding to which any of the Group Companies is a party or involving the Assets of any of the Group Companies (and there is no Action or Proceeding threatened in writing, or to Progress Energy's Knowledge threatened orally, against any of the Group Companies or involving the Assets of any of the Group Companies), which would, if adversely determined, reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. There is no unsatisfied judgment, penalty or award against any of the Group Companies or affecting the Assets of any of the Group Companies, except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.6 SEC Reports; Financial Statements; Debt and Utility Filings and Reports.

(a) Since the Lookback Date, DEF has timely filed or furnished with the SEC all forms, reports, schedules, statements and other documents required to be filed or furnished under the United States Securities Exchange Act of 1934 (such forms, reports, schedules, statements and other documents filed or furnished with the United States Securities and Exchange Commission (the "SEC") since the Lookback Date, the "SEC Reports"), including (i) its Annual Report on Form 10-K for the year ended December 31, 2024, and (ii) its Quarterly Report on Form 10-Q for the period ended March 31, 2025 (the "Balance Sheet Date").

(b) The financial statements of DEF included in the SEC Reports (including the notes thereto) (i) have been prepared in accordance with GAAP, except as may be otherwise specified in such financial statements or the notes thereto, (ii) comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto and (iii) except that unaudited financial statements may not contain all footnotes required by GAAP, fairly present in all material respects the financial position of DEF and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal year-end audit adjustments. The Group Companies' system of internal controls over financial reporting is sufficient in all material respects to provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP.

(c) There has been no material written correspondence between the SEC and DEF since the Lookback Date that is not set forth in the SEC Reports or that has not otherwise been disclosed to Investor prior to the Agreement Date. As of the Agreement Date, there are no outstanding or unresolved comments in comment letters received from the SEC staff with respect to the SEC Reports. To Progress Energy's Knowledge, as of the Agreement Date, none of the SEC Reports is the subject of ongoing SEC review. To Progress Energy's Knowledge, as of the Agreement Date, there are no SEC inquiries or investigations, other governmental inquiries or investigations or internal investigations pending or threatened, in each case, regarding any accounting practice of the Group Companies.

(d) Since the Balance Sheet Date, none of the Group Companies has incurred any Liabilities that would be required by GAAP, applied on a basis consistent with the Reference Balance Sheet, to be set forth on a consolidated balance sheet or notes thereto of the Company or DEF, except for Liabilities incurred (i) in the ordinary course of business (none of which is a liability for breach of contract, tort or a claim or lawsuit or an environmental liability), (ii) as set forth on Schedule 4.6(d) or (iii) as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. None of the Group Companies is a party to, or has any commitment to become a party to, any off balance sheet arrangement, including any “off balance sheet arrangement” (as defined in Item 303(a) of Regulation S-K promulgated by the SEC).

(e) Schedule 4.6(e) lists, as of the Agreement Date, all Debt of the Group Companies along with the outstanding balance of each such obligation or instrument set forth on Schedule 4.6(e) as of the Balance Sheet Date.

(f) Schedule 4.6(f) lists, as of the Agreement Date, all (i) guarantees by a Group Company of any Liabilities of Duke, Progress Energy or any of its Affiliates (other than Liabilities of the Group Companies) and (ii) Debt of Duke, Progress Energy or any of its Affiliates (other than the Group Companies) secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Lien on any property or asset of a Group Company.

(g) All filings (other than immaterial filings) required to be made by any Group Company under PUHCA, the FPA, or the Communications Act of 1934 (in each case, including all regulations promulgated thereunder) have been filed with the SEC, SERC, NRC, FERC, FPSC, NERC or the Department of Energy, as applicable, including all forms, statements, reports, agreements (oral or written) and all documents, exhibits, amendments and supplements appertaining thereto, including all rates, tariffs, franchises, service agreements and related documents and all such filings complied, as of their respective dates, with all applicable requirements of the applicable statute and the rules and regulations thereunder, in each case, except for filings the failure of which to make or make in compliance with applicable Law would not be reasonably expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole.

Section 4.7 Absence of Certain Changes. Since the Balance Sheet Date (a) the business of the Group Companies has been conducted in all material respects in the ordinary course of business consistent with past practice, (b) prior to the Agreement Date, there has not occurred any change in the business of the Group Companies that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Group Companies and (c) none of the following has occurred nor has any Group Company or Progress Energy agreed to do so:

(i) as of the Agreement Date, any matter, action or omission that would violate, or require consent under, clauses (C), (D), (E), (G), (H) or (K) of Section 6.1(a) if such action was taken after the date hereof;

(ii) as of the Agreement Date, any material and uninsured loss, damage, destruction, condemnation or other casualty of any material Asset of any Group Company;

(iii) as of the Agreement Date, any material change in any method of accounting or accounting practice or policy of any Group Company, other than such changes required by GAAP and set forth in Schedule 4.7(e);

(iv) as of the Agreement Date, any incurrence of Debt of any of the Group Companies that would increase the Debt of the Group Companies to an amount

that exceeds the outstanding principal amount (or accreted amount, as applicable) of the Debt disclosed on Schedule 4.6(e); and

(v) as of the Agreement Date, the declaration or payment by any of the Group Companies of any dividend or distribution to the holders of any Equity Interests in such Group Company (other than to another Group Company).

Section 4.8 Contracts.

(a) Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, (i) none of the Group Companies nor, to Progress Energy's Knowledge, any counterparty to a Material Contract is in default of any obligation of a Material Contract and (ii) each of the Material Contracts is in full force and effect, is enforceable against, and constitutes a legal, valid, binding and enforceable obligation of the Group Company party thereto, and, to Progress Energy's Knowledge, of the other parties thereto.

(b) Schedule 4.8(b) sets forth a true and complete listing of each Material Contract as of the Agreement Date.

Section 4.9 Government Contracts. Since the Lookback Date, no Group Company has (a) materially breached or violated any Law, certification, representation, clause, provision or requirement pertaining to any Government Contract; (b) been suspended or debarred from bidding on government contracts by a Governmental Authority; (c) been investigated by any Governmental Authority with respect to any Government Contract; (d) conducted or initiated any internal investigation or made any material disclosure with respect to any alleged or potential irregularity, misstatement or omission arising under or relating to a Government Contract; (e) received from any Governmental Authority or any other Person any material written notice of breach, cure, show cause or default with respect to any Government Contract; (f) had any Government Contract terminated by any Governmental Authority or any other Person for default or failure to perform; (g) received any small business set-aside contract, any other set aside contract or other order or contract requiring small business or other preferred bidder status or (h) entered any Government Contracts payable on a cost-reimbursement basis. The Group Companies have established and maintain adequate internal controls for compliance with its Government Contracts including without limitation any domestic or qualifying country sourcing requirements. All invoices and claims for payment, reimbursement or adjustment submitted by any Group Company since the Lookback Date were current, accurate and correct complete in all material respects as of their respective submission dates. There are no material outstanding claims or disputes with any Governmental Authority in connection with Group Companies' Government Contracts. To Progress Energy's Knowledge, there are no outstanding or unsettled allegations of fraud, false claims or overpayments nor any investigations or audits by any Governmental Authority with regard to any Group Company's Government Contracts.

Section 4.10 Real Property Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) each Group Company (i) has good and valid title to the Owned Real Property owned by it, (ii) has a good and valid leasehold interest in the Leased Real Property, as applicable, in each case free and clear of all Liens other than Permitted Real Property Liens and (iii) holds a valid easement, right-of-way or interest (excluding the Leased Real Property) to all real property-related rights necessary for the operation of the business of such Group Company, as applicable, (b) the interests of the Group Companies in the Real Property are not subject to or encumbered by any purchase option, right of first refusal or other contractual right or obligation to sell, assign or dispose of such interests in any Real Property and (c) each Property Contract is in full force and effect and constitutes a legal, valid, binding and enforceable obligation of the Group Company party thereto except as such enforceability may be limited or denied by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights and the enforcement of debtors' obligations generally and (ii) general principles of equity, regardless of whether

enforcement is pursuant to a proceeding in equity or at law. No right to use or occupy any other real property other than the Owned Real Property and the Leased Real Property is required for the operation of the business of the Group Companies as conducted on the Agreement Date, except as would not be reasonably expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole. None of the Group Companies is in default in any material respect under any Property Contract and no fact, event or condition exists which with or without notice, the passage of time or both would constitute a default in any material respect by any Group Company under any Property Contract, in each case, except as would not be reasonably likely to be, individually or in the aggregate, material to the Group Companies, taken as a whole.

#### Section 4.11 Tax Matters.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) all Tax Returns required to be filed by or with respect to the Group Companies have been timely filed (taking into account extensions), all such Tax Returns are correct and complete and all Taxes required to be paid by the Group Companies (whether or not shown as due on such Tax Returns) have been timely paid, (ii) there are no audits, claims or assessments regarding Taxes pending or, to Progress Energy's Knowledge, threatened against the Group Companies, (iii) no issue has been raised by a Governmental Authority in any prior examination of a Tax Return filed by or on behalf of, but solely to the extent attributable to, any Group Company which, by application of the same or similar principles, could reasonably be expected to result in a proposed deficiency for any subsequent taxable period, (iv) none of the Group Companies has been subject to any claim made in writing by any Governmental Authority in a jurisdiction where such Company does not file a particular type of Tax Return or has not paid any particular type of Tax to the effect that such Company is required to file such Tax Return or pay such type of Tax in that jurisdiction, (v) all deficiencies asserted or assessments made as a result of any examination of the Tax Returns filed by or on behalf of, but solely to the extent attributable to, any Group Company have been paid in full or otherwise finally resolved, (vi) there are no liens for Taxes upon the assets of the Group Companies except liens relating to current Taxes not yet due and payable, (vii) all Taxes which the Group Companies are required by Law to withhold or to collect for payment have been duly withheld and paid to the appropriate Governmental Authority, (viii) other than ordinary course extensions of time for filing Tax Returns, no waiver of any statute of limitations relating to Taxes for which the Group Companies may be liable is in effect, and no written request for such a waiver is outstanding and no extension of time has been agreed to with respect to a Tax assessment or deficiency, (ix) the charges, accruals and reserves for Taxes with respect to the Group Companies reflected on the books of the Group Companies (excluding any provision for deferred income Taxes) are adequate to cover Tax liabilities accruing through the end of the last period for which the Group Companies recorded items on their respective books, and since the end of the last period for which the Group Companies recorded items on their respective books, the Group Companies have not incurred any Tax liability, engaged in any transaction, or taken any other action, other than in the ordinary course of business, (x) there are no Tax rulings, requests for rulings or closing agreements with any Governmental Authority relating to Taxes for which any Group Company may be liable that could affect any Group Company's liability for Taxes for any taxable period (or portion thereof) after the applicable Closing, (xi) none of the Group Companies is a party to or bound by any Tax allocation, sharing or indemnity agreements or arrangements other than the Tax Sharing Agreement or commercial agreements or arrangements entered into in the ordinary course of business not primarily related to Taxes, (xii) other than the consolidated group of which Duke is the common parent, none of the Group Companies has ever been a member of a consolidated group filing for federal or state income Tax purposes, (xiii) none of the Group Companies has engaged in any "reportable transaction" within the meaning of Treasury Regulations Sections 1.6011-4(b) (with the exception of a "loss transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(5)), as defined in Section 6707A(c)(1) of the Code (or analogous provision of state or local law), (xiv) none of the Group Companies will be required to include any material item of income or gain, or exclude

any material deduction or loss, in the computation of taxable income for any taxable period or portion thereof ending after the applicable Closing Date as a result of (i) any installment sale or open transaction disposition on or prior to the applicable Closing Date, (ii) any prepaid amount received or deferred revenue accrued outside of the ordinary course of business on or prior to the applicable Closing Date, or (iii) any change in or improper use of any method of Tax accounting, any closing agreement, or any intercompany transaction made or entered into on or prior to the applicable Closing Date, (xv) none of the Group Companies will incur any Taxes after the applicable Closing Date as a result of an election under Section 965 of the Code made on or prior to the applicable Closing Date, and (xvi) the Group Companies have complied with all requirements imposed on them under applicable Law with respect to any Tax Credits (including the wage and apprenticeship requirements, the domestic content adder requirements (if applicable), and the energy community adder requirements (if applicable), in each case, with respect to the applicable Tax Credit) claimed by them on a Tax Return or with respect to projects placed in service by them prior to the Closing Date and, to Progress Energy's Knowledge, there is no pending claim by a Governmental Authority or a counterparty to a Material Contract with respect to any loss, disallowance, recapture or reduction of any such Tax Credits and (xvii) the Group Companies have not entered into any partnership flip, lease pass-through or sale leaseback transaction that is intended to monetize Tax Credits.

(b) The Company (i) is, and has been since February 19, 2025, properly treated as an association taxable as a corporation, (ii) from August 1, 2015 to February 19, 2025, was properly disregarded as separate from Progress Energy for U.S. federal (and applicable state and local) income tax purposes and (iii) for all times prior to August 1, 2015 during which Duke owned the equity interests of Progress Energy, was (or its predecessor was) properly treated as an association taxable as a corporation.

(c) The Group Companies are and always have been in compliance with the normalization rules described in Section 168(i)(9) of the Code and 50(d)(2) of the Code, any other applicable provisions of the Code or the treasury regulations promulgated thereunder with respect to any public utility property and any other tax normalization rules or regulations under the Law ("Normalization Rules"), and to Progress Energy's Knowledge none of the Group Companies has received any public or non-public notice, claim, Action or Proceeding or inquiry with respect to a violation of the Normalization Rules by any Governmental Authority.

(d) Notwithstanding anything to the contrary in this Agreement, the representations and warranties in Section 4.6, Section 4.7(c)(i) (to the extent specifically related to Taxes), Section 4.13 and this Section 4.11 are Progress Energy's sole and exclusive representations and warranties with respect to all matters relating to Taxes of or with respect to the Group Companies or any of their respective assets.

Section 4.12 Environmental Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) Since the Lookback Date, the Group Companies have been in compliance with all applicable Environmental Laws, which compliance includes the possession of all Permits required under Environmental Laws to own and operate their Assets and conduct their operations ("Environmental Permits"), and compliance with the terms and conditions thereof;

(b) Each Environmental Permit is in full force and effect, and neither Progress Energy nor, to Progress Energy's Knowledge, any of the Group Companies, has received any written notice (i) of noncompliance or default with respect to any Environmental Permit or (ii) of the revocation, termination or material modification of any Environmental Permit;

(c) None of the Group Companies is subject to any pending or, to Progress Energy's Knowledge, threatened Environmental Claim, and since the Lookback Date, the Group

Companies have not received any written notice of any violation of or liability under Environmental Laws;

(d) None of the Group Companies is subject to any Order pursuant to Environmental Laws or to any settlement of an Environmental Claim under which any Group Company has outstanding obligations;

(e) There have been no Releases of Hazardous Substances on, at, under or migrating from (i) any of the real property currently or formerly owned or operated by any of the Companies or their predecessors, or (ii) to Progress Energy's Knowledge, any real property on which any Hazardous Substances generated by any of the Group Companies or their predecessors has come to be located, that has resulted or would reasonably be expected to result in Liability for any of the Group Companies; and

(f) Progress Energy and the Group Companies have made available to Investor all material environmental reports and studies in the possession of Progress Energy and the Group Companies prepared since the Lookback Date regarding any non-compliance with or violation by the Group Companies with Environmental Law and the potential liability of the Group Companies in connection with the Release of Hazardous Substances.

(g) Notwithstanding anything to the contrary in this Agreement, the representations and warranties in this Section 4.12 and in Sections 4.6 through 4.8 are Progress Energy's sole and exclusive representations and warranties with respect to Environmental Laws, Environmental Permits and any Liabilities arising under or with respect to any of the foregoing.

**Section 4.13 Employees and Employee Benefit Plans; Labor.**

(a) Schedule 4.13(a) sets forth a complete and accurate list of each Employee Benefit Plan maintained exclusively or primarily for the benefit of current or former employees of the Group Companies as of the Agreement Date. Each plan, program, policy, agreement or other arrangement providing for or regarding compensation or benefits, including any employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, equity or equity-based, change in control, retention, severance, welfare, retirement, including any "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA") or other employee benefits (i) which is sponsored, maintained, contributed to or required to be contributed to by any Group Company or any other entity that together with any Group Company would be treated as a single employer under Section 4001(b) of ERISA or Section 414 of the Code for the benefit of any current or former employee of any Group Company or any direct or indirect majority-owned Subsidiary thereof, (ii) with respect to which any of the Group Companies has any Liability or (iii) in which employees of any of the Group Companies participate (each an "Employee Benefit Plan"): (i) if intended to be "qualified" within the meaning of Section 401(a) of the Code, has received a current favorable determination letter from the Internal Revenue Service as to its qualification and, to Progress Energy's Knowledge, no event has occurred that could reasonably be expected to adversely affect or result in disqualification of such Employee Benefit Plan; and (ii) has been established, operated, funded and administered in all material respects in accordance with its terms and all applicable laws, including ERISA and the Code.

(b) There are no pending or, to Progress Energy's Knowledge, threatened material Action or Proceeding or claims by or on behalf of or otherwise involving any Employee Benefit Plan (other than routine claims for benefits).

(c) Except as would not reasonably be expected to result in Liability to any of the Group Companies, none of the Group Companies nor any ERISA Affiliate (i) has incurred

any Liability under Title IV of ERISA or is reasonably expected to incur such Liability, (ii) has failed to timely pay premiums to the Pension Benefit Guaranty Corporation, (iii) has engaged in any transaction which could reasonably be expected to give rise to Liability under Section 4069 or Section 4212(c) of ERISA, or (iv) has violated Part 6 of Subtitle B of Title I of ERISA or Section 4980B of the Code (“COBRA”). None of the Group Companies contribute to or have any Liability with respect to any “multiemployer plan” within the meaning of Section 3(37) of ERISA. None of the Group Companies have incurred Taxes under Chapter 43 of the Code that remain unsatisfied or participated in any multiple employer welfare arrangement (within the meaning of Section 3(40)(A) of ERISA).

(d) Except as set forth on Schedule 4.13(d), none of the Group Companies or any Employee Benefit Plan provides or has an obligation to provide (or otherwise has committed that it would provide) welfare benefits to any current or former employee of the Companies (or dependent thereof) following such termination of employment, other than as required by COBRA or similar state law.

(e) Neither the execution and delivery of this Agreement nor the consummation of the Transactions, whether alone or together with any other event, could reasonably be expected to (i) entitle any current or former officer, director, employee, or individual independent contractor of any Group Company or any direct or indirect majority-owned Subsidiary thereof to any compensation or other benefit (or any increase any compensation or other benefits), (ii) accelerate the time of payment, funding or vesting, or increase the amount, of compensation or benefits due any such individual, (iii) increase the amount payable or result in any other material obligation pursuant to any Employee Benefit Plan, (iv) limit or restrict the right of any Group Company to merge, amend, or terminate any Employee Benefit Plan, or (v) result in the payment of any amount (whether in cash, property, or the vesting of property) that could (individually or in combination with any other such payment) constitute an “excess parachute payment” within the meaning of Section 280G(b)(1) of the Code or result in the imposition on any person of any excise tax under Section 4999 of the Code.

(f) Each Employee Benefit Plan that constitutes in any part a “nonqualified deferred compensation plan” within the meaning of Section 409A of the Code has been operated, maintained, and administered in material compliance with the requirements of Section 409A of the Code and the regulations thereunder.

(g) No Group Company has any obligation to provide (and no Employee Benefit Plan or other agreement provides) any individual with the right to a gross-up, indemnification, reimbursement, or other payment for any Taxes incurred pursuant to Section 409A of the Code or Section 4999 of the Code.

(h) None of the Group Companies are a party to, nor bound by, any labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements with any labor union or other employee representative and no such agreements are currently being negotiated; and no employees of any Group Company are represented by any labor union or other employee representative with respect to their employment with any Group Company. To Progress Energy’s Knowledge, there have been no material strikes, walkouts, slowdowns, pickets, lockouts or other material labor disputes at or affecting the operations of any of the Group Companies since the Lookback Date. There are no pending, and to Progress Energy’s Knowledge, since the Lookback Date, there have been no threatened, attempts to unionize any employees of any Group Company.

(i) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, (i) the Group Companies have complied, in all material respects, with all Laws, Contracts and Orders relating to labor, employment and

employment practices, including, without limitation, all Laws concerning equal employment opportunity, leaves and absences, work authorization, wages, hours, classification of employees (both as exempt/non-exempt and as contractor/employee), hiring practices, terms and conditions of employment, discrimination, work breaks, wage payment, employment record keeping, labor relations, collective bargaining, immigration, occupational safety and health, privacy, harassment, retaliation, wrongful discharge, or the payment of social security or similar Taxes, each with respect to any past or present employee or applicant of any Group Company, (ii) none of the Group Companies are engaged, and none has ever been engaged, in any unfair labor practice of any nature, and (iii) since the Lookback Date, there are and have been no Actions or Proceedings of any kind pending or, Progress Energy's Knowledge, threatened against any Group Company related to any employment or other labor-related matter. There are no material sums owing from any Group Company to any employee, contractor or consultant of a Group Company, or former employee, contractor or consultant of a Group Company for any services or amounts required to be reimbursed or otherwise paid, other than reimbursement of expenses and accrued salary, wages, or fee payments for the current fee or payroll period or any other arrearages that are de minimis in nature and occurring in the ordinary course of business.

(j) To Progress Energy's Knowledge, all Group Company employees are legally authorized to work in the location where assigned.

(k) To Progress Energy's Knowledge, the Group Companies have promptly and reasonably investigated all allegations of sexual harassment, or other harassment, discrimination, retaliation or any material policy violation allegations against officers, directors, partners, employees, contractors or agents of any Group Company that have been reported in a manner consistent with its then-policies to the applicable Group Company since the Lookback Date or of which the Group Companies are otherwise aware. With respect to each such allegation (except those the applicable Group Company reasonably deemed to not have merit), the applicable Group Company has taken corrective action reasonably calculated to prevent further improper action. The Group Companies do not reasonably anticipate material liabilities arising out of any such allegations.

**Section 4.14 Sufficiency of Assets; Liens.**

(a) After giving effect to the Progress Energy Required Consents and the Progress Energy Required Approvals, (i) the Assets and other rights owned by the Group Companies or leased, licensed or used by the Group Companies under Contracts with Persons other than Duke, Progress Energy or its Affiliates, together with (ii) the Contractual rights of the Group Companies under the Affiliate Contracts, constitute all of the rights, Contracts, properties and Assets that are necessary and sufficient to conduct the business of the Group Companies in all material respects on the terms and in the manner conducted on the Agreement Date and the First Closing Date (provided that the foregoing is not a representation or warranty with respect to infringement, misappropriation or any other violation of Intellectual Property Rights (which is addressed in Section 4.16(a)), and Duke, Progress Energy and its Affiliates (other than the Group Companies) have no right, title or interest in any Assets, services, properties or Contractual rights used by, or for the benefit of the Group Companies, in each case in any material respect, except for any Assets, services, properties and Contractual rights made available to the Group Companies pursuant to the Affiliate Contracts.

(b) In the aggregate, the tangible Assets owned, leased or licensed by or otherwise made available to the Group Companies are in reasonably good repair and operating condition (subject to normal wear and tear and maintenance and repair requirements in the ordinary course of business) and are adequate and suitable for the purposes for which they are presently being used, in each case in all material respects.

(c) Except as would not reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect and except for Permitted Real Property Liens, as applicable, the Assets and properties of the Group Companies are owned, leased or licensed by or otherwise made available to the Group Companies, free and clear of all Liens.

Section 4.15 Brokers. None of the Group Companies has any Liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the Transactions.

Section 4.16 Intellectual Property.

(a) Except as would not be material to the Group Companies or the business or operations of the Group Companies, since the Lookback Date, none of the Group Companies, or with respect to the business or operations of the Group Companies, their Affiliates, has received any written charge, complaint, claim, demand, or notice alleging any infringement, misappropriation, or violation of the Intellectual Property Rights of any Person (including unsolicited offers, demands, or requests to license or cease and desist letters). To Progress Energy's Knowledge, no Person is infringing, misappropriating, or otherwise violating, or has, since the Lookback Date, infringed, misappropriated, or otherwise violated, any Company Intellectual Property, except as would not be material to the Group Companies or the business or operations of the Group Companies. Except as would not be material to the Group Companies or the business or operations of the Group Companies, since the Lookback Date, to Progress Energy's Knowledge, the Group Companies have not infringed, misappropriated, or violated any Intellectual Property Rights of any other Person.

(b) All Company Intellectual Property is valid, subsisting, and, to Progress Energy's Knowledge, enforceable. One of the Group Companies or its Affiliates owns and possesses, all right, title and interest in and to all Company Intellectual Property, and has a valid and enforceable written license to use all other Business Intellectual Property, free and clear of all Liens (other than non-exclusive licenses of Intellectual Property). The Group Companies have taken commercially reasonable steps to protect and preserve all material Company Intellectual Property and the secrecy and confidentiality of all trade secrets included therein, including source code. No open source software that is used in any material proprietary software is used in a manner that would require disclosure or distribution of any source code.

Section 4.17 Regulatory Status.

(a) DEF is (i) a "public utility" under the FPA and (ii) an "electric utility" and a "public utility" under the laws of the State of Florida. DEF is subject to regulation by the FPSC and FERC.

(b) DEF has MBR Authority within and outside of peninsular Florida as set forth in its MBR tariff on file in FERC Docket No. ER22-1424-000. On December 7, 2023, FERC issued an Order on Updated Market Power Analysis, Instituting Section 206 Proceeding, and Establishing Refund Effective Date in FERC Docket No. ER10-1333-017, et al., to examine whether DEF and its Affiliates have market power in the Florida Municipal Power Pool balancing authority area. Other than the Section 206 Proceeding, to Progress Energy's Knowledge, there is not any threatened, in writing or orally, Action or Proceeding which could prevent the exercising and effectiveness of its MBR Authority in any balancing area authority.

(c) DEF is (i) a "holding company" under PUHCA by virtue of its indirect ownership of a small power production qualifying facility (as defined in PURPA) and (ii) is not regulated as a public utility by any state other than the State of Florida. The Company derives no more than thirteen percent (13%) of its "public utility company" (as defined in PUHCA) revenues, calculated pursuant to 18 C.F.R. § 366.3(c)(1), from outside the state of Florida.

(d) Duke, on behalf of DEF, has registered with NERC as a Balancing Authority, Distribution Provider, Generator Owner, Generator Operator, Resource Planner,

Transmission Owner, Transmission Operator and Transmission Planner. DEF has a compliance program and is, and has been since the Lookback Date, in compliance with all applicable reliability standards of NERC and SERC, in each case, except as would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole. None of Duke, with respect to the Group Companies, or DEF is the subject of any audit or investigation (formal or informal) by FERC, FPSC, NERC or SERC that would reasonably be expected to result in costs or penalties material to the Group Companies, taken as a whole.

Section 4.18 Anti-Corruption; Anti-Bribery; Sanctions. The Group Companies have implemented and maintain in effect policies and procedures designed to ensure compliance in all material respects by them and their respective Representatives with all Anti-Corruption Laws and applicable Sanctions, and each of the Group Companies and their respective officers and directors and, to Progress Energy's Knowledge, their respective employees and other Representatives are, and have been since the Lookback Date, in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and, to Progress Energy's Knowledge, are not engaged in any activity that would reasonably be expected to result in any of the Group Companies being designated as a Sanctioned Person. None of the Group Companies or any of their respective directors, officers or employees, or, to Progress Energy's Knowledge, any other Representative of the Group Companies is, or has been since April 24, 2019, a Sanctioned Person or has engaged in any dealings or transactions with or for the benefit of any Sanctioned Person or in any Sanctioned Country. None of the Group Companies, nor, to Progress Energy's Knowledge, any of their respective Representatives authorized to act, and acting on behalf of any of them has, directly or indirectly, in connection with the business of any Group Company:

(a) used any corporate or other funds to make or offer any unlawful gift, entertainment, payment, loan or transfer of anything of value to or for the benefit of any Government Official in violation of applicable Laws for the purpose of (i) influencing any act or decision of such Government Official, (ii) inducing such Government Official to do or omit to do any act in violation of a lawful duty, (iii) obtaining or retaining business for or with any Person, (iv) expediting or securing the performance of official acts of a routine nature, or (v) otherwise securing any improper advantage; or

(b) otherwise violated any Anti-Corruption Laws.

Section 4.19 Data Privacy; Cybersecurity.

(a) The Group Companies and (with respect to the business or operations of the Group Companies) their Affiliates have and, to Progress Energy's Knowledge, with respect to the Processing of Personal Data on the Group Companies' behalf, their respective Data Processors have, since the Lookback Date, complied in all material respects with all applicable Company Privacy Policies and Privacy Laws. To the extent required by Privacy Laws or Company Privacy Policies, in all material respects (i) Personal Data is Processed by the Group Companies, their Affiliates (with respect to the business or operations of the Group Companies) and, to Progress Energy's Knowledge, their respective Data Processors, in an encrypted manner, and (ii) Personal Data is securely deleted or destroyed by the Group Companies, their Affiliates and, to Progress Energy's Knowledge, their respective Data Processors.

(b) Since the Lookback Date, the Group Companies and their Affiliates and, to Progress Energy's Knowledge, their respective Data Processors have (i) maintained an Information Security Program and (ii) there have been no material violations of the then-current Information Security Program. The Group Companies and their Affiliates have tested their respective Information Security Programs on a no less than annual basis and, except as would not be material to the Group Companies or the business or operations of the Group Companies, have remediated all critical and high risk vulnerabilities (or have otherwise implemented sufficient controls and internal risk acceptance processes to mitigate such vulnerabilities). The IT Systems

owned or controlled by the Group Companies are in good working condition, operate and perform as necessary to conduct the business of the Group Companies and, to Progress Energy's Knowledge, do not contain any Malicious Code.

(c) Except as would not be material to the Group Companies or the business or operations of the Group Companies, since the Lookback Date, the Group Companies and, with respect to the business or operations of the Group Companies, their Affiliates, have not suffered a Data Breach, have not been required to notify any Person or Governmental Authority pursuant to any Privacy Law, and have not been adversely affected by any Malicious Code or denial-of-service attacks on any IT Systems. Since the Lookback Date, none of the Group Companies, any of their Affiliates (with respect to the business or operations of the Group Companies) nor any third party acting at the direction or authorization of any Group Company or any of such Affiliates has paid any perpetrator of any actual or threatened Data Breach or cyber-attack, including a ransomware attack or a denial-of-service attack. Since the Lookback Date, (i) none of the Group Companies or any of their Affiliates has received a written notice (including any enforcement notice), letter, or complaint from a Governmental Authority or any Person relating to any Data Breach or alleging noncompliance or potential noncompliance with any Privacy Laws or Company Privacy Policies and (ii) none of the Group Companies and their Affiliates has been subject to any proceeding relating to any Data Breach or noncompliance or potential noncompliance with Company Privacy Policies or Privacy Laws or any Group Company's, or (with respect to the business or operations of the Group Companies) its Affiliate's, Processing of Personal Data.

Section 4.20 Anti-Money Laundering. The operations of each Group Company are, and have since the Lookback Date been, conducted at all times in compliance in all material respects with the requirements of applicable anti-money laundering Laws, including the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, the regulations administered by the Office of Foreign Assets Control and the anti-money laundering Laws of the various jurisdictions in which the Group Companies conduct business (collectively, "AML Laws"). As of the Agreement Date, to Progress Energy's Knowledge, no Action or Proceeding involving Progress Energy or any Group Company with respect to the Group Companies' compliance with AML Laws is pending or threatened in writing.

Section 4.21 Intercompany Transactions.

(a) Schedule 4.21(a) sets forth a true and complete list of the Duke affiliate transaction guidelines and cost allocation methodologies (other than those included in the Affiliate Contracts) applicable to the Group Companies as of the Agreement Date (the "Affiliate Guidelines").

(b) Since the Balance Sheet Date, as of the Agreement Date, all transactions, charges, services, transfers, payments, accruals and other business or obligations between any of the Group Companies, on the one hand, and Duke and its Affiliates (other than the Group Companies) on the other hand ("Intercompany Transactions"), are in compliance in all material respects with the terms of the Affiliate Contracts and Affiliate Guidelines, as applicable.

## Article V

### REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF INVESTOR

Except as disclosed in the schedules to this Agreement (each section of which qualifies the correspondingly numbered representation and warranty to the extent specified therein and such other representations and warranties to the extent a matter in such section is disclosed in such a way as to make its relevance to such other representation or warranty reasonably

apparent), Investor represents and warrants to Progress Energy as of the Agreement Date as follows:

Section 5.1 Organization. Investor is a limited partnership duly organized or created, validly existing and in good standing under the Laws of the State of Delaware. Investor is qualified to do business in all jurisdictions where the failure to qualify would be reasonably expected to materially and adversely affect the ability of Investor to perform its obligations under the Transaction Documents or to consummate the Transactions.

Section 5.2 Authority and Power. Investor has the requisite power and authority to enter into each of the Transaction Documents to which it is a party, consummate each of the transactions and undertakings contemplated thereby, and perform all the terms and conditions thereof to be performed by it. The execution, delivery and performance of each of the Transaction Documents to which Investor is a party and the consummation of each of the transactions and undertakings contemplated thereby have been duly authorized by all requisite action on the part of Investor under its Charter Documents.

Section 5.3 Valid and Binding Obligations. Each of the Transaction Documents to which Investor is a party has been duly and validly executed and delivered by Investor, and, assuming the due and valid execution and delivery of such Transaction Documents by the other parties thereto, is enforceable against Investor in accordance with the terms thereof, except as such enforceability may be limited or denied by (a) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights and the enforcement of debtors' obligations generally, and (b) general principles of equity, regardless of whether enforcement is pursuant to a proceeding in equity or at law.

Section 5.4 Approvals and Consents. Except for (a) FERC Approval and filings related thereto, (b) NRC Approval and filings related thereto, (c) CFIUS Approval and filings related thereto (clauses (a) through (c)), the "Investor Required Approvals" and together with the Progress Energy Required Approvals, the "Required Approvals"), and (d) such other filings, consents or approvals which, if not made or obtained, would not be reasonably expected to, individually or in the aggregate, materially and adversely affect the ability of Investor to perform its obligations under the Transaction Documents or to consummate the Transactions, Investor is not required to give any notice, make any filing, or obtain any third-party consent or approval (including Governmental Approvals) to execute, deliver or perform any of the Transaction Documents to which it is a party or to consummate the transactions contemplated thereby.

Section 5.5 No Violations. The execution, delivery and performance by Investor of each of the Transaction Documents to which it is a party does not, and the consummation of the transactions contemplated thereby will not, (a) violate the Charter Documents of Investor, (b) violate or be in conflict with, or constitute a default (or any event that, with or without due notice or lapse of time, or both, would constitute a default) under, any Contract to which Investor is a party or by which any of Investor's properties or Assets are or may be bound or (c) subject to obtaining the Investor Required Approvals, violate any applicable Law or Order, other than, with respect to clauses (b) and (c), any such conflicts, violations or defaults that would not reasonably be expected, individually or in the aggregate, to materially and adversely affect the ability of Investor to perform its obligations under the Transaction Documents or to consummate the Transactions.

Section 5.6 No Litigation. There is no Action or Proceeding pending to which Investor is a party (and, to Investor's Knowledge, there is no Action or Proceeding threatened against Investor), in any such case at law or in equity, that would reasonably be expected, individually or in the aggregate, to materially and adversely affect the ability of Investor to perform its obligations under the Transaction Documents or to consummate the Transactions.

Section 5.7 Bankruptcy. Investor has not filed a petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, and no such petition has been filed against

Investor. No general assignment of Investor's property has been made for the benefit of creditors, and no receiver, master, liquidator or trustee has been appointed for Investor.

Section 5.8 Brokers. Investor has no Liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the Transactions for which Progress Energy or the Group Companies could become liable.

Section 5.9 Regulatory Status. Investor (i) is not a "public utility" or "electric utility" under the laws of the State of Florida or the FPA; and (ii) as of the Agreement Date, is not a "public utility holding company" under PUHCA.

Section 5.10 Financing; Source of Funds.

(a) Assuming the applicable conditions set forth in Section 7.1 and Section 7.2 are satisfied or waived at or prior to the First Closing and assuming the First Closing Equity Financing and Debt Financing are funded in accordance with the terms and conditions of the BSIP Equity Commitment Letter and the Debt Financing Commitment Letters, Investor will have available to it at the First Closing sufficient unrestricted cash or other sources of immediately available funds to pay the First Closing Purchase Price and any fees, costs, and expenses incurred by Investor in connection with the Transactions and to perform its other obligations hereunder (the "Investor Required Amount"). As of the Agreement Date, Investor does not know of any circumstance or condition that would or would reasonably be expected to prevent or delay the availability of such funds or otherwise impair Investor's ability to consummate the Transactions and pay the Investor Required Amount at the First Closing. No funds to be paid by Investor will have been derived from, or constitute, either directly or indirectly, the proceeds of any criminal activity, including under AML Laws, or will otherwise be paid in violation of AML Laws.

(b) Assuming the applicable conditions set forth in Section 7.1 and Section 7.2 are satisfied or waived at or prior to the applicable Subsequent Closing and assuming the applicable Subsequent Closing Equity Financing is funded in accordance with the terms and conditions of the BAM Equity Commitment Letter, Investor will have available to it at the applicable Subsequent Closing sufficient unrestricted cash or other sources of immediately available funds to pay the applicable Closing Purchase Price and any fees, costs, and expenses incurred by Investor in connection with the Transactions and to perform its other obligations hereunder (the "Subsequent Closing Investor Required Amount"). As of the Agreement Date, Investor does not know of any circumstance or condition that would or would reasonably be expected to prevent or delay the availability of such funds or otherwise impair Investor's ability to consummate the Transactions and pay the Subsequent Closing Investor Required Amount at the applicable Subsequent Closing.

(c) Investor has delivered to the Company a true, correct and complete copy of each Equity Commitment Letter pursuant to which (i) with respect to the BSIP Equity Commitment Letter, BSIP has agreed, subject to the terms and conditions thereof, to provide or cause to be provided the First Closing Equity Financing and (ii) with respect to the BAM Equity Commitment Letter, BAM has agreed, subject to the terms and conditions thereof, to provide or cause to be provided the Subsequent Closing Equity Financing. Each Equity Commitment Letter provides, and will continue to provide, that the Company is an express third-party beneficiary of, and is entitled to enforce, such Equity Commitment Letter.

(d) Investor has delivered to the Company true, correct, complete and fully executed copies of executed debt commitment letters, dated as of the Agreement Date (the "Debt Commitment Letters"), between Investor and the Debt Financing Sources party thereto (including all exhibits, schedules, joinders and annexes related thereto, and the executed fee letter (the "Fee Letter") associated therewith (with fee amounts, original issue discount, pricing provisions, market flex, pricing caps and other sensitive economic terms customarily redacted in such Fee Letter or such Debt Commitment Letters, as applicable, if required by the Debt Financing Sources; provided, further, that none of the redacted terms would or would reasonably

be expected to (i) adversely affect or delay the availability of the Debt Financing or (ii) adversely affect the conditionality, availability, enforceability or aggregate principal amount of the Debt Financing or the ability to terminate the Debt Financing), as the same may be amended pursuant to Section 6.11(c)) (the Debt Commitment Letters and the Fee Letter, collectively, the “Debt Financing Commitment Letters” and, collectively with the Equity Commitment Letters, the “Commitment Letters”) pursuant to which the lender parties thereto have agreed, subject to the terms and conditions thereof, to provide or cause to be provided the debt financing in the amounts set forth therein (the “Debt Financing”).

(e) As of the Agreement Date, the Equity Commitment Letters and the terms of the First Closing Equity Financing and the Subsequent Closing Equity Financing have not been withdrawn (and no party thereto has indicated an intent to so withdraw), amended, restated or otherwise modified or waived, and the respective commitments contained therein have not been terminated, reduced, withdrawn, modified or rescinded in any respect, and no such amendment, restatement, modification or waiver thereto is contemplated as of the Agreement Date. As of the Agreement Date, each Equity Commitment Letter is in full force and effect and constitutes the legal, valid and binding obligation of the parties thereto, enforceable against Investor and BSIP and BAM (as applicable) in accordance with the terms of such Equity Commitment Letter, respectively (except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation, liquidation, preferential transfer, moratorium and similar Laws now or hereafter affecting creditors’ rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at equity or law)).

(f) As of the Agreement Date, the Debt Financing Commitment Letters and the terms of the Debt Financing have not been withdrawn (and no party thereto has indicated an intent to so withdraw), amended, restated or otherwise modified or waived, and the respective commitments contained therein have not been terminated, reduced, withdrawn, modified or rescinded in any respect, and to Investor’s Knowledge, as of the Agreement Date, no such amendment, restatement, modification or waiver thereto is contemplated. As of the Agreement Date, the Debt Financing Commitment Letters are in full force and effect and constitute the legal, valid and binding obligation of Investor and, to Investor’s Knowledge, the other parties thereto, enforceable against each party thereto in accordance with its terms (in each case, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation, liquidation, preferential transfer, moratorium and similar Laws now or hereafter affecting creditors’ rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at equity or law))).

(g) Investor acknowledges and agrees that its obligation to consummate the Transactions contemplated by this Agreement are not subject to any conditions regarding Investor’s or any other Person’s ability to obtain financing for the consummation of the Transactions.

(h) As of the Agreement Date, there are no side letters or other legally binding agreements, contracts, arrangements, or understandings of any kind (written or oral) relating to the funding or investing, as applicable, of the full amount of the First Closing Equity Financing, the Subsequent Closing Equity Financing and the Debt Financing, other than (i) the applicable Commitment Letters and (ii) side letters among BSIP, BAM, the Brookfield Group and their respective Affiliates with respect to the First Closing Equity Financing and the Subsequent Closing Equity Financing. Neither the First Closing Equity Financing, the Subsequent Closing Equity Financing nor the Debt Financing is subject to any conditions precedent other than those expressly set forth in the applicable Commitment Letter.

(i) As of the Agreement Date, (i) no event has occurred which would constitute or would reasonably be expected to constitute a breach or default (or an event which with notice or lapse of time or both would constitute or would reasonably be expected to constitute a default) on the part of Investor or BSIP or BAM under the Equity Commitment Letters (as applicable) and (ii) Investor has no reason to believe that any of the conditions to the First Closing Equity Financing or the Subsequent Closing Equity Financing will not be satisfied on a timely basis (or that the full amount of the First Closing Equity Financing or the Subsequent Closing Equity Financing will not be available to Investor) on or prior to the First Closing Date or a Subsequent Closing Date (as applicable).

(j) As of the Agreement Date, (i) no event has occurred which would constitute or would reasonably be expected to constitute a breach or default (or an event which with notice or lapse of time or both would constitute or would reasonably be expected to constitute a default) on the part of Investor, or, to Investor's Knowledge, any other party to the Debt Financing Commitment Letters, under the Debt Financing Commitment Letters, and (ii) Investor has no reason to believe that any of the conditions to the Debt Financing will not be satisfied on a timely basis (or that the full amount of the Debt Financing will not be available to Investor) on or prior to the First Closing Date. Investor will fully pay when due (and has paid to the extent required to be paid on or prior to the Agreement Date) any and all commitment and other fees, costs and expenses that are required to be paid pursuant to the Debt Financing Commitment Letters or otherwise in connection with the Debt Financing.

Section 5.11 Guarantee. The commitments contained in Guarantee have not been terminated, reduced, withdrawn, modified or rescinded in any respect, and no event has occurred which, with or without notice, lapse of time or both, could constitute a default on the part of BSIP under the Guarantee. The Guarantee is in full force and effect and constitutes the legal, valid and binding obligation of BSIP, enforceable against BSIP in accordance with the terms of the Guarantee (except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rehabilitation, liquidation, preferential transfer, moratorium and similar Laws now or hereafter affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at equity or law)).

Section 5.12 Investment Intent. Investor acknowledges that neither the offer nor the sale of the applicable Acquired Interests has been registered under the U.S. Securities Act of 1933 (the "Securities Act"), or under any state or foreign securities Laws. Investor is acquiring the applicable Acquired Interests for its own account for investment, without a view to, or for a resale in connection with, the distribution thereof in violation of the Securities Act or any applicable state or foreign securities Laws and with no present intention of distributing or reselling any part thereof. Investor will not so distribute or resell any of the applicable Acquired Interests in violation of any such Laws.

Section 5.13 Prohibited Transactions. Neither the acquisition by Investor nor the holding by Investor of the applicable Acquired Interests will result in a non-exempt prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code.

## Article VI

### COVENANTS

#### Section 6.1 Conduct of Business after the Agreement Date.

(a) From the Agreement Date until the earliest of (x) the termination of this Agreement and (y) the First Closing, except (i) as required or expressly permitted by this Agreement or any Ancillary Agreement, (ii) as set forth in Schedule 6.1, (iii) as required by applicable Law or Order or (iv) with the prior written consent of Investor (which consent shall not be unreasonably withheld, delayed or conditioned), Progress Energy shall cause each of the Group Companies (A) to conduct its business in the ordinary course of business consistent with

past practice, (B) to preserve, maintain and protect the Assets of each of the Group Companies, in each case, in material compliance with applicable material Permits, Laws and the Material Contracts, (C) not to issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for, shares of their Equity Interests, (D) not to split, combine or reclassify any of its Equity Interests or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for, shares of their Equity Interests, (E) not to fail to maintain its existence or merge or consolidate with any other Person, (F) not to prepare or file any material Tax Return inconsistent with past practice or, on any such material Tax Return, take any position, make any material election, or adopt any material method of Tax accounting that is inconsistent with positions taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods, file any material amended Tax Return, settle or otherwise compromise any claim relating to a material amount of Taxes, enter into any closing agreement or similar agreement relating to Taxes, surrender any right to claim a material Tax refund, offset or other reduction in a material Tax liability, or request any ruling or similar guidance with respect to Taxes, in each case except to the extent such action is not reasonably expected to result in a material increase in the Tax liability of the Group Companies for any Tax period, (G) not to take any action that is inconsistent with the purpose of the business of the Company as set forth in Section 2.3 of the A&R LLC Agreement (including entering into any new line of business), (H) not to liquidate, dissolve, reorganize or otherwise wind up its business or operations, (I) not to (1) incur any Debt if pro forma for such incurrence, the Consolidated Net Leverage Ratio (as defined in the A&R LLC Agreement) would exceed the Debt Layer (as defined in the A&R LLC Agreement) by more than one percent (1.0%), (2) guarantee any Liabilities of Duke or any of its Affiliates (other than Liabilities of the Group Companies) or (3) permit or suffer to exist any Lien (other than Permitted Real Property Liens) on any of its properties or assets as security for any Debt of Duke or any of its Affiliates (other than the Group Companies), (J) not to declare or pay any dividend or distribution to the holders of any Equity Interests in the Company, (K) not to enter into or effectuate, or otherwise agree, commit, decide or delegate authority to take, any action that would constitute a “Major Decision” (whether “Manager Matters,” “Investor 4.9% Matters,” or “Investor Matters”) or a “Permitted Material Business Deviation Decision” pursuant to and as defined in the A&R LLC Agreement, or (L) to agree or commit to do any of the foregoing acts described in clauses (C)–(K) hereof.

(b) Notwithstanding anything to the contrary in this Agreement, from the Agreement Date until the earlier termination of this Agreement and the First Closing, Progress Energy may cause any of the Group Companies to take reasonable actions in accordance with Good Utility Practice and in compliance with applicable Law, taking into account the geographic locations of such actions, as reasonably necessary in connection with an Emergency Situation in compliance with applicable Law, including taking any action that requires the prior written consent of the Investor set forth in Section 6.1(a)(iv) without receiving such prior written consent to the extent that (i) seeking the consent of Investor prior to taking any such action is impossible, impractical, or imprudent (in the good faith discretion of Progress Energy) or (ii) Investor fails to respond to Progress Energy’s request for consent within twenty-four (24) hours and it would be impractical or imprudent (in the good faith discretion of Progress Energy) to refrain from taking such action; provided, however, that Progress Energy shall provide Investor with reasonably prompt (and, to the extent reasonably practicable, prior) written notice of any such Emergency Situation and such actions.

#### Section 6.2 Expenses; Transfer Taxes; Tax Matters.

(a) Expenses. Except as otherwise provided in any other provision of this Agreement, all costs and expenses incurred in connection with this Agreement, the Transaction Documents and the Transactions shall be paid by the Party incurring such costs and expenses; provided, however, that Progress Energy shall be responsible for any costs and expenses, including legal fees, brokers’ fees or fees and expenses of other any consultants and advisors, incurred by the Group Companies in connection with the Transactions.

(b) Transfer Taxes. Notwithstanding anything to the contrary in this Agreement, Investor shall be responsible for the timely payment of all Transfer Taxes arising out of or incurred in connection with the Transactions. In addition, Investor shall prepare and timely file all necessary documentation and Tax Returns required to be filed by Investor with respect to such Transfer Taxes. The Parties shall cooperate in good faith in the filing of such Tax Returns, and in attempting to minimize the amount of such Transfer Taxes to the extent permitted under applicable Law.

(c) Tax Returns. With respect to any income Tax Returns to be filed by or on behalf of any Group Company, not less than forty-five (45) days prior to the due date for such income Tax Return, taking into account applicable extensions (or, if such due date is within forty-five (45) days following the First Closing Date, as promptly as practicable following the First Closing Date), Duke shall provide Investor, or cause Investor to be provided, with a draft copy of such income Tax Return (along with any other information reasonably requested by Investor relating to such income Tax Returns and any Tax elections made on such income Tax Returns) for Investor's review and comment; provided, however, in the case of any such income Tax Returns that are filed on a consolidated, combined or unitary basis that includes Duke or any of its Subsidiaries other than the Group Companies (a "Group Return"), Duke shall provide Investor, or cause Investor to be provided, pro forma income Tax Returns reflecting solely the income and operations of the Group Companies. Duke shall consider in good faith any comments to such income Tax Returns (or pro forma income Tax Returns) that are provided to Duke by Investor no later than fifteen (15) days prior to the due date for such income Tax Returns, taking into account applicable extensions. For the avoidance of doubt, and notwithstanding anything to the contrary contained herein or in any Transaction Document, in no event shall Duke or any of its Affiliates be required to provide any information to Investor that relates to a Group Return except to the extent such information relates solely to the Group Companies or relates to making a Tax election that is binding on all entities included in such Group Return.

(d) Tax Elections. Without the prior written consent of Investor, which consent shall not be unreasonably withheld, conditioned, or delayed, neither Duke nor any of its Subsidiaries (including the Group Companies) will make or cause to be made any Tax election (other than Tax elections made in the ordinary course of business or that relate to the transfer of Tax credits pursuant to Section 6418 of the Code) that would reduce or limit the use of the Tax attributes of the Group Companies if such Tax election would be reasonably likely to have a material adverse effect on the Taxes payable by any Group Company or the payments due to any Group Company pursuant to the Tax Sharing Agreement, unless such adverse effect in any taxable period will be recovered by DEF through rates in the same taxable period or in two (2) succeeding taxable periods.

(e) Tax Sharing Payments. Duke shall promptly provide, or cause to be promptly provided, to Investor copies of the computations of all amounts payable by or to any Group Company under the Tax Sharing Agreement and reasonable access to all records, work papers, and other documents of or relating to the Group Companies which are reasonably necessary to verify such computations. Duke shall work, in good faith, taking into account all relevant circumstances surrounding the preparation of the computations, to provide such computations to Investor so that Investor has a reasonable opportunity to review the computations before any payment is made by or to the Group Companies pursuant to the Tax Sharing Agreement and provide comments, which Duke will consider in good faith. Notwithstanding anything to the contrary in this Agreement or the Tax Sharing Agreement, following any payment made directly or indirectly by any Group Company, on the one hand, to Duke or any of its Affiliates or any other Person (other than, in each case, a Group Company), on the other hand, pursuant to the Tax Sharing Agreement, in connection with, or otherwise resulting, from the filing of any amended or superseding Tax Return or Tax audit or similar proceeding (including, for the avoidance of doubt, Item 2 set forth on Schedule 4.11(a)) relating

to any taxable period, or any portion thereof, ending on or before the First Closing Date (each such payment, a “Designated Tax Sharing Payment”), Duke shall cause Progress Energy to promptly contribute cash in an amount equal to such Designated Tax Sharing Payment to the Company as a contribution to capital and with no issuance of Equity Interests or other securities in respect of such contribution. Until the earlier to occur of (x) the Subsequent Closing End Date and (y) such time as Investor shall have acquired the Maximum Acquired Percentage, Duke shall use commercially reasonable efforts to provide a corporate payment or intercompany credit (within the meaning of the Tax Sharing Agreement) to the Company in respect of any corporate taxable loss (within the meaning of the Tax Sharing Agreement) of the Company in accordance with Section 4 of the Tax Sharing Agreement no later than five (5) Business Days following the payment of any cash interest paid by the Company with respect to any Debt (as defined in the A&R LLC Agreement) of the Company (excluding, for the avoidance of doubt, Debt of the Company’s Subsidiaries); provided that it shall be assumed for this purpose, notwithstanding anything to the contrary contained in the Tax Sharing Agreement, that such corporate taxable loss is fully utilized to reduce the consolidated regular income tax of the Group (as defined in the Tax Sharing Agreement) for such period. Notwithstanding anything to the contrary contained in the Tax Sharing Agreement, the amount paid to the Company pursuant to this Section 6.2(e), and the amount of any taxable loss for which such payment is received, shall be ignored for purposes of determining the Company’s obligations and entitlements under the Tax Sharing Agreement.

(f) Tax Proceedings. Duke shall, or shall cause its Affiliates or Subsidiaries (including the Group Companies) to (i) promptly notify Investor of any proposed Tax audit or similar proceeding to the extent it relates to material Taxes for which any of the Group Companies may be liable (a “Tax Proceeding”), (ii) keep Investor reasonably apprised regarding the progress of any such Tax Proceeding, (iii) consult in good faith with Investor prior to taking any material action in connection with any such Tax Proceeding, provided that such consultation does not unreasonably delay or impede the progress of the Tax Proceeding, and (iv) defend any such Tax Proceeding diligently and in good faith as if the Group Companies were the only parties in interest. For the avoidance of doubt, and notwithstanding the foregoing, (A) none of Duke or any of its Affiliates shall be required to keep Investor apprised of, or consult with Investor on, any issue relating to any aspect of a Group Return that does not relate to, or affect the Tax Liability of, any Group Company, (B) in no event shall Duke or any of its Affiliates be required to provide any information to Investor that relates to a Group Return except to the extent such information relates solely to, and affects the Tax Liability of, the Group Companies, and (C) without limiting Investor’s rights in the event of a breach of the covenant in the prior sentence, in no event shall Duke or any of its Affiliates be precluded from resolving any Tax Proceeding relating to a Group Return.

(g) Certain Transactions. Neither Duke nor any of its Affiliates or Subsidiaries (including the Group Companies) will cause any Group Company to participate in any “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(2), “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(1) (with the exception of a “loss transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(5)), as defined in Section 6707A(c) of the Code, or transaction of interest within the meaning of Treasury Regulations Section 1.6011-4(b)(6), whether as a separate entity or as a member of a group filing a Group Return.

(h) Disaffiliation. Upon a disaffiliation of any Group Company that results in any Group Company no longer being included in the Duke Consolidated Group, the income, deductions, gains, losses, and other items of such disaffiliated Group Company will be allocated between the period on or prior to such disaffiliation and the period beginning on the day after such disaffiliation on a closing-of-the-books basis in a manner consistent with Treasury Regulations Section 1.1502-76(b)(2) (or similar provision of state, local or foreign law) without any ratable allocation election under Treasury Regulations Section 1.1502-76(b)(2) (ii)(D) (or

similar provision of state, local or foreign law), unless Duke determines that it is beneficial to both Duke and Investor to use a ratable allocation method and Investor provides prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(i) FIRPTA Matters. If necessary to prevent or reduce withholding pursuant to Section 1445 of the Code on (i) payments made by the Company to Investor or (ii) payments made by a third party to Investor, in each case, in respect of Investor's interest in the Company, Duke and its Affiliates shall reasonably cooperate with (including by providing reasonable and sufficient information to) Investor in connection with Investor obtaining a withholding certificate from the IRS pursuant to Treasury Regulations Section 1.1445-3 or Treasury Regulations Section 1.1445-6, as applicable (or any successor provision); provided, that in the case of any withholding certificate in respect of payments made under clause (i) above, the Company shall reimburse Investor for any reasonable and out-of-pocket costs and expenses incurred in obtaining such withholding certificate up to a maximum amount of \$100,000. Without limiting the foregoing, following the First Closing, at the Company's expense, Investor, Duke and their respective Affiliates shall reasonably cooperate from time to time in evaluating whether the Company may constitute a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code. Without limiting the foregoing, the Company shall promptly notify Investor in writing if it becomes aware that the Company is or has become a "United States real property holding corporation" (within the meaning of Section 897(c)(2) of the Code) at any time.

### Section 6.3 Regulatory Matters.

(a) FERC. As soon as practical following the execution of this Agreement, but in no event later than thirty-five (35) Business Days from the Agreement Date, Progress Energy and Investor will submit a joint application to the FERC pursuant to Section 203 of the FPA seeking FERC approval for the purchase and sale of the Acquired Interests (the "FERC Approval"). Each Party shall cooperate with each other in the preparation and filing of such application to obtain the FERC Approval, and shall consider and incorporate in such filings all reasonable comments, if any, submitted by the other Party with respect thereto. The Parties shall use reasonable best efforts to obtain the FERC Approval at the earliest possible date after the date of filing. Each Party will bear its own costs of the preparation and prosecution of any such filing to obtain the FERC Approval.

(b) CFIUS. Each Party shall cooperate and use reasonable best efforts to obtain CFIUS Approval. Such reasonable best efforts shall include (i) promptly (and in no event later than thirty-five (35) Business Days from the Agreement Date, unless otherwise agreed by the Parties) prepare and file a draft of a joint voluntary notice of the transactions contemplated hereby in accordance with the CFIUS Statute; as promptly as practicable provide CFIUS with any additional or supplemental information requested by CFIUS with respect to such draft joint voluntary notice; and, as promptly as practicable following the receipt of confirmation that CFIUS has no further comment on the draft of the joint voluntary notice of the transactions contemplated hereby, shall submit to CFIUS a formal joint voluntary notice in accordance with the CFIUS Statute (the "CFIUS Notice"); (ii) providing any information requested by CFIUS or any other agency or branch of the U.S. government in connection with the CFIUS assessment, review, and/or investigation of the Transactions within the timeframes set forth in the CFIUS Statute or within a longer time frame approved by CFIUS in writing, provided that any Party, after consultation with each such other Party, may request in good faith an extension of time pursuant to the CFIUS Statute to respond to CFIUS requests for follow-up information, provided that under no circumstance may a party request any extension that would reasonably be expected to cause CFIUS to reject the CFIUS Notice; (iii) participating (or directing its Representatives to participate) in any informal pre-filing discussions with representatives of CFIUS; (iv) drafting, coordinating, and submitting the notice to CFIUS, including by allowing each such other Party to have an opportunity to review in advance and comment on drafts of filings, subject to redactions

of personal identifying information and information reasonably determined by such other Party to be business confidential; (v) informing each such other Party of any communication received by such Party from, or given by such Party to, CFIUS, by promptly providing copies to the other of any such written communications, except for any exhibits to such communications that are otherwise requested by CFIUS to remain confidential from each such other Party or information reasonably determined by such other Party to be business confidential; (vi) permitting each other to review in advance any written communication that any Party provides to CFIUS and any written preparatory materials in respect of any material oral communication except, in each case, for any communications that are requested by CFIUS to remain confidential from each such other Party or information reasonably determined by such Party to be business confidential, (vii) reasonably consulting with each other Party in advance of any meeting, telephone call or conference with CFIUS, and to the extent not prohibited by CFIUS, giving each other Party the opportunity to attend and participate in any telephonic conferences or in-person meetings with CFIUS; (viii) preparing for and attending any meetings with CFIUS; and (ix) taking any other reasonably requested action in furtherance of CFIUS Approval. Investor shall pay the filing fee for any CFIUS Notice. Notwithstanding anything to the contrary herein, if CFIUS notifies the Parties in writing that CFIUS (i) has completed its review or investigation or has determined that it requires no more time to review or investigate; and (ii) intends to send a report to the President recommending that the President act to suspend or prohibit the transactions contemplated by this Agreement (a “CFIUS Turndown”), none of the Parties shall have any further obligation to seek CFIUS Approval, and any Party may in its discretion request withdrawal of the CFIUS Notice; provided that this right shall not be available to any Party whose material breach of any provision of this Agreement resulted in, or was a principal cause of, such CFIUS Turndown.

(c) NRC. As soon as practical following the execution of this Agreement, but in no event later than thirty-five (35) Business Days from the Agreement Date, Progress Energy with the cooperation of Investor shall submit an application to the NRC requesting (i) a written threshold determination from the NRC that the Transactions do not constitute a direct or indirect transfer of control of any license issued by the NRC (such determination, a “Threshold Determination”), or in the alternative, (ii) NRC’s written consent for the indirect transfer of control over any NRC licenses held by DEF resulting from the transaction under 18 C.F.R. § 50.80 (such consent, the “NRC Consent”). Each Party shall cooperate with each other in the preparation and filing of such application to obtain NRC Approval, and shall consider and incorporate in such filings all reasonable comments, if any, submitted by the other Party with respect thereto. The Parties shall use reasonable best efforts to obtain the NRC Approval at the earliest possible date after the date of filing. Each Party will bear its own costs of the preparation and prosecution of any such filing to obtain the NRC Approval.

(d) Other Regulatory Filings. Each Party shall cooperate and use reasonable best efforts to prepare and file, or cause to be filed, as soon as practicable, but in no event later than thirty-five (35) Business Days from the Agreement Date, all necessary documentation, to effect all necessary applications, notices, petitions, filings and other documents, and to use reasonable best efforts to obtain all necessary permits, consents, approvals and authorizations of all Governmental Authorities necessary or advisable to consummate the Transactions as soon as reasonably practicable and in any event prior to the Termination Date. Each Party shall have the right to review within a reasonable time in advance and to offer comments on any filing made after the Agreement Date and until the Termination Date (as the same may be extended hereunder) by the other Party (or Affiliates of the other Party) with any Governmental Authority with respect to the transactions; provided, however, that, to the extent such filings contemplate confidential or sensitive information of a Party (or a Party’s Affiliates), the Parties shall (subject to the limitations set forth in this Agreement), in good faith, cooperate to provide the necessary or requested confidential or sensitive information in such a manner as to reasonably protect the interests of the disclosing Party, including, at the discretion of the Party from whom such information is sought, by providing it subject to a protective order, while not adversely affecting

the timely consummation of the Transactions. Progress Energy does not anticipate that any state utility regulatory commission will be required in connection with the transactions contemplated by this Agreement. In the event that any such approvals or consents are required, or any inquiries are initiated, Investor agrees to cooperate with Progress Energy, and each of Progress Energy and Investor agrees to use its reasonable best efforts, to obtain such consents and approvals as promptly as practicable after the Agreement Date, and Progress Energy shall be solely responsible for all costs and expenses in connection therewith.

(e) In furtherance of this Section 6.3, until the earlier of the termination of this Agreement or the First Closing, neither Investor nor any of its Affiliates shall acquire or enter into any contract to acquire, direct or indirect control over an electric generation facility or its output or a public utility operating in the State of Florida if such action would reasonably be expected to materially impair or delay the consummation of the Transactions for any reason or result in the failure to satisfy any condition to the consummation of the Transactions. Notwithstanding anything to the contrary herein, Investor and its Affiliates shall not be required to take or agree to take any action that constitutes a Burdensome Condition in connection with the Transactions (including pursuant to this Section 6.3 or Section 6.4) and without prior written consent of Investor, none of the Group Companies shall take, offer or accept, or agree, commit to agree or consent to any action, undertaking, term, condition, liability, obligation, commitment, sanction or other measure requiring Investor or its Affiliates to take any action that constitutes a Burdensome Condition.

(f) Copies and Notices. Except with respect to Taxes, (i) each Party shall promptly provide the other Party with copies of all filings made by such Party with any Governmental Authority in connection with this Agreement and the Transactions; provided, however, that, to the extent such filings include confidential or sensitive information of Investor, the portions thereof including such sensitive or confidential information may be redacted and, at the discretion of Investor, be provided only on an outside counsel basis or directly to the relevant Governmental Authority; and (ii) the Parties shall keep each other apprised of the status of matters relating to the completion of the Transactions, including promptly furnishing the other Party with copies of any notices or other communications received by Progress Energy or Investor, as the case may be, or any of their respective Affiliates, from any third party or any Governmental Authority with respect to the Transactions. Each Party shall promptly provide the other Party with notice of any change or event that would reasonably be expected to materially impair such Party's ability to perform its obligations under or consummate the Transactions.

(g) Books and Records. Notwithstanding anything to the contrary in this Agreement, the Group Companies shall not be required to provide to Investor any portion of any Tax Return (or any supporting work papers or other documentation related thereto) of Duke or any of its Affiliates, other than to the extent such information relates solely to the Group Companies.

Section 6.4 Notice Filings. Duke shall use reasonable best efforts to make, or cause to be made, the notice filings set forth on Schedule 3.4(e) in accordance therewith, and shall bear all costs and expenses in connection therewith. Duke shall keep Investor reasonably informed in connection therewith, including by affording Investor an opportunity to review any documentation in connection therewith and considering any comments from Investor in good faith.

Section 6.5 Further Assurances. Each Party will, and, as applicable, will cause its Affiliates to, take, or cause to be taken, all reasonable action and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws to consummate the Transactions in accordance with the terms hereof, including executing such further documents or instruments and taking such further actions as may be reasonably requested by another Party in order to consummate the Transactions in accordance with the terms hereof; provided, however,

that this Section 6.5 shall not apply to the Parties' obligations in connection with obtaining the Required Approvals or any other permits, consents, approvals and authorizations of a Governmental Authority that may be necessary or advisable to consummate the Transactions, with respect to which the Parties' obligations are set forth in Section 6.3 or Section 6.4, respectively.

**Section 6.6 Announcements.** Other than to the extent consistent with any press release or other public announcement approved by the Parties relating to the subject matter of this Agreement or the Transactions, no Party shall issue any press release or any other public announcement with respect to this Agreement or the Transactions without obtaining the prior written consent of the other Parties, except as may be required by applicable Law or obligations under any listing agreement with or rules of any national securities exchange. The Parties agree that the initial press release to be issued with respect to the Transactions shall be in the form consented to by each Party. Notwithstanding the foregoing, Investor, BSIP, BAM and any of their respective Representatives may disclose, subject to customary confidentiality restrictions in such Person's reasonable determination, the subject matter of this Agreement and the financial return and other financial performance, statistical information or other similar information in connection with fundraising, marketing, informational or reporting activities to or of such funds or affiliated investment vehicles and to the partners, members, other Representatives or other current or prospective investors therein.

**Section 6.7 Confidentiality.** Investor and Progress Energy each reaffirm and shall fulfill their obligations under the Confidentiality Agreement. For the avoidance of doubt, the Confidentiality Agreement shall continue in full force and effect regardless of any termination of this Agreement; provided, however, that, notwithstanding anything in the Confidentiality Agreement, Investor and any of its Representatives may disclose (a) this Agreement, the subject matter of this Agreement and the financial return and other financial performance, statistical information or other similar information in connection with (x) fundraising, marketing, informational or reporting activities to or of such funds or affiliated investment vehicles and to the partners, members, other Representatives or other current or prospective investors therein and (y) subject to customary confidentiality restrictions in such Person's reasonable determination, the Debt Financing or the Equity Financing, (b) financial information concerning the Group Companies, including any financial models prepared in connection with the Transactions, to the extent reasonably necessary or advisable in connection with any Required Approvals and, subject to customary confidentiality restrictions in such Person's reasonable determination, the First Closing Equity Financing, the Subsequent Closing Equity Financing or the Debt Financing and (c) such other information with respect to the Group Companies to which the terms of the Confidentiality Agreement apply, in connection with the Debt Financing or the Equity Financing, subject to customary confidentiality restrictions in such Person's reasonable determination; provided, further, that after the First Closing, to the extent that the A&R LLC Agreement contains provisions that govern the confidential treatment of any information, the Confidentiality Agreement shall no longer apply to such information and all matters with respect to such information shall be governed by the A&R LLC Agreement.

**Section 6.8 Notice of Certain Events.** Progress Energy shall provide Investor with notice of any Additional Capital Investment with a description of the uses therefor reasonably promptly following the date of any such Additional Capital Investment.

**Section 6.9 Access to Information.** Progress Energy shall, and shall cause the Group Companies to, afford to Investor and its Representatives reasonable access, upon reasonable notice during normal business hours during the period before the First Closing, to all the personnel, properties, books, contracts, commitments, records and financial, operating and other data of the Group Companies and, during such period, shall furnish promptly to Investor any information concerning the Group Companies as Investor may reasonably request; provided that such access does not unreasonably interfere with the normal operations of any of the Group Companies. Nothing set forth in this Agreement shall require Progress Energy to, or to cause any Group Company to, (a) allow Investor and its Representatives to, and Investor and its Representatives shall not, conduct any invasive environmental sampling, testing or investigation

at any of the facilities or properties of the Group Companies without the prior written consent of Progress Energy (but the foregoing shall not preclude Investor from conducting any visual, non-invasive environmental site assessment or from receiving any other environmental information in the possession of and concerning the Group Companies as Investor may reasonably request), (b) provide Investor and its Representatives with any information regarding Progress Energy or its Affiliate's businesses, assets, financial performance or condition or operations not involving the Group Companies, (c) provide Investor and its Representatives any record or information relating to any joint, combined, consolidated or unitary Tax Return that includes Duke or any of its Subsidiaries (other than the Group Companies) (or any supporting work papers or other documentation related thereto), so long as Investor receives a pro forma income Tax Return or comparable documentation or material Tax information that relates solely to the income and operations of the Company or its Subsidiaries or (d) provide access to or disclose information where such access or disclosure would jeopardize any attorney-client privilege otherwise applicable with respect to such information or contravene any Law or binding agreement with any party that is not an Affiliate of Duke entered into prior to the Agreement Date by the Company providing such information; provided, however, that Progress Energy shall use its reasonable efforts to provide such access and disclose such information in a manner that would not jeopardize such attorney-client privilege or violate such Law or agreement.

Section 6.10 Intercompany Transactions; Affiliate Contracts. From the Agreement Date until the First Closing, Duke and Progress Energy shall, and shall cause the Group Companies to, conduct and make all Intercompany Transactions in compliance in all material respects with the terms of the Affiliate Contracts and Affiliate Guidelines, as applicable.

Section 6.11 Financing.

(a) Investor shall use its reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary, proper or advisable to obtain the Debt Financing and to consummate the Debt Financing on the First Closing Date, including using reasonable best efforts to (i) negotiate, execute and deliver definitive agreements (such definitive agreements being referred to as the "Debt Financing Agreements") with respect to the Debt Financing on the terms and conditions contained in the Debt Financing Commitment Letters (including any "market flex" provisions applicable thereto) or, if available, on other terms and conditions that are acceptable to Investor in lieu of the Debt Financing contemplated under the Debt Financing Commitment Letters; provided that such other terms and conditions would not and would not reasonably be expected to (A) reduce the aggregate amount of net proceeds of the Debt Financing (including by increasing the amount of fees to be paid or original issue discount), unless accompanied by, in a corresponding amount (x) an increase in the commitment under the BSIP Equity Commitment Letter or (y) the provision of cash or other sources of immediately available funds accessible to Investor or (B) add, expand or otherwise modify the conditions precedent or contingencies to the funding of the Debt Financing if such additions, expansions or modifications would or would reasonably be expected to (x) make less likely the funding of the Debt Financing (or satisfaction of the conditions precedent to the funding of the Debt Financing) on or prior to the First Closing Date, (y) adversely affect the ability of Investor to timely consummate the Transactions or (z) adversely impact the ability of Investor to enforce its rights against any other party to any of the Debt Financing Commitment Letters or the Debt Financing Agreements, (ii) satisfy on a timely basis or obtain the waiver of all conditions applicable to Investor in the Debt Financing Commitment Letters, (iii) maintain in full force and effect the Debt Financing Commitment Letters in accordance with the terms thereof and not cancelling any commitments thereunder (subject to Investor's right to replace, restate, supplement, modify, substitute, waive or amend the Debt Financing Commitment Letters in accordance with this Section 6.11), (iv) in the event that all conditions in each Debt Financing Commitment Letter have been satisfied or waived or, substantially concurrently with funding would be satisfied or waived, draw down upon and consummate the Debt Financing required for the First Closing and (v) paying all commitment or other fees and other amounts that become due and payable under or with respect to the Debt Financing Commitment Letters or otherwise with respect to the Debt Financing as they become due and payable.

(b) Investor shall, promptly following the request of the Company, keep the Company reasonably informed with respect to the status of its efforts to arrange the Debt Financing, including advising and updating the Company, in a reasonable level of detail, with respect to status and proposed closing date of the Debt Financing. Without limiting the generality of the foregoing, Investor agrees to notify the Company promptly (i) if the commitments with respect to all or any portion of the Debt Financing shall expire or otherwise become unavailable or be terminated for any reason, (ii) of a breach, default, termination or repudiation (or alleged or purported breach, default, termination or repudiation) by any party to the Debt Financing Commitment Letters of which Investor becomes aware, including any Debt Financing Source notifying Investor in writing that such Debt Financing Source (or its applicable Affiliate) no longer intends to provide financing to Investor on the terms set forth therein or Investor receiving any notice, or other communication with respect to, any actual or threatened breach, default, termination or repudiation by any party to any Debt Financing Commitment Letter or (iii) if Investor has concluded in good faith that it will not be able to obtain, on or prior to the First Closing Date, all or any portion of the Debt Financing contemplated by the Debt Financing Commitment Letters (each of the foregoing, a "Debt Financing Failure Event").

(c) Investor shall have the right from time to time to amend, replace, supplement or otherwise modify, or waive any of its rights under, any Debt Financing Commitment Letter (including replacements of any Debt Financing Commitment Letter in connection with any other financing issued or incurred in lieu of all or a portion of any bridge facility contemplated by the Debt Financing Commitment Letter); provided, however, that Investor shall not, without the prior written consent of the Company, agree to, or permit, any amendment, restatement, replacement, substitution, supplement or other modification of, or waiver or consent under, the Debt Financing Commitment Letters, any Debt Financing Agreement or any other documentation relating to the Debt Financing if such amendment, restatement, replacement, substitution, supplement or other modification of, or waiver or consent would or would reasonably be expected to (i) reduce the aggregate amount of net proceeds of the Debt Financing (including by increasing the amount of fees to be paid or original issue discount) unless accompanied by, in a corresponding amount, (x) an increase in the commitment under the BSIP Equity Commitment Letter or (y) the provision of cash and/or other sources of immediately available funds accessible to Investor, (ii) add, expand or otherwise modify the conditions precedent or contingencies to the funding of the Debt Financing if such additions, expansions or modifications would or would reasonably be expected to (x) make less likely the funding of the Debt Financing (or satisfaction of the conditions precedent to the funding of the Debt Financing) on or prior to the First Closing Date, (y) adversely affect the ability of Investor to timely consummate the Transactions or (z) adversely impact the ability of Investor to enforce its rights against any other party to any of the Debt Financing Commitment Letters or the Debt Financing Agreements; provided that Investor may amend the Debt Financing Commitment Letters to add initial lenders, lead arrangers, bookrunners, syndication agents or other similar roles of comparable creditworthiness that had not executed the Debt Financing Commitment Letters as of the Agreement Date to the extent doing so would not impose new, modified or additional conditions or expand any existing conditions to the amount, receipt or availability of the Debt Financing or result in any amendments to the Debt Financing Commitment Letters that would not otherwise be permitted without the Company's consent. Upon any such replacement, amendment, supplement or other modification of, or waiver under, any Debt Financing Commitment Letter in accordance with this Section 6.11, the terms "Debt Financing" and "Debt Financing Commitment Letters" shall mean the Debt Financing contemplated by such Debt Financing Commitment Letter as so replaced, substituted, amended, supplemented, modified or waived and such Debt Financing Commitment Letter as so replaced, amended, supplemented, modified or waived, respectively.

(d) If any Debt Financing Failure Event occurs, Investor shall, as promptly as practicable following the occurrence of such event, (i) notify the Company thereof and the reason

therefor and (ii) use its reasonable best efforts to arrange and obtain from the same or alternative Debt Financing Sources, alternative financing on terms and conditions not materially more adverse (in the aggregate) to the Investor than those contained in the Debt Financing Commitment Letters and in an amount sufficient to enable Investor to consummate the Transactions and to pay the Investor Required Amount (“Alternative Financing”). In such event, the term “Debt Financing” as used in this Agreement shall be deemed to include any Alternative Financing, and the term “Debt Financing Commitment Letters” as used in this Agreement shall be deemed to include the commitment letter(s) with respect to such Alternative Financing. Investor shall promptly provide the Company with a correct and complete copy of any commitment letter and any related fee letter (or similar agreements) relating to such Alternative Financing (provided that such agreements may be customarily redacted to remove terms regarding fee amounts, original issue discount, pricing provisions, market flex and other economic terms if required by such Debt Financing Sources; provided, further, that none of the redacted terms would or would reasonably be expected to (x) adversely affect or delay the availability of the Alternative Financing or (y) adversely affect the conditionality, availability or aggregate principal amount of the Alternative Financing).

(e) Except as otherwise permitted pursuant to this Section 6.11, neither Investor nor any of its Affiliates shall take any action that would reasonably be expected to materially impair, delay or prevent the consummation of the Debt Financing.

(f) Progress Energy and the Company shall cooperate with Investor and participate alongside Investor in pursuing any approval or consent from any applicable Governmental Authority required in connection with any effort by Investor to obtain equity financing, the proceeds of which will be used to consummate the transactions contemplated hereby, including any Subsequent Closing (the “Equity Financing”); provided, however, that (i) Investor shall not make any filings other than the Investor Required Approvals in connection with the foregoing, and in no event shall Investor, Progress Energy or the Company be required to, in connection with the foregoing, and Investor shall not take any action in connection with the foregoing that would require Investor, Progress Energy or the Company to, make any amendment or modification to any application, notice, petition or filing previously submitted to such applicable Governmental Authority pursuant to Section 6.3 prior to the First Closing and (ii) for the avoidance of doubt, Investor’s receipt of any Equity Financing is not a condition precedent to any Closing.

#### Section 6.12 Financing Cooperation.

(a) In connection with any contemplated obtainment of Debt Financing, prior to the First Closing, or any Equity Financing prior to the Subsequent Closing End Date, in each case, at Investor’s expense, the Company shall use reasonable best efforts to, and shall cause the other Group Companies to use reasonable best efforts to (and shall use reasonable best efforts to cause its Representatives to provide) to Investor (at Investor’s sole expense) such cooperation as may be reasonably required by Investor to assist it in arranging and obtaining the Debt Financing, subject to Section 6.12(b), and any Equity Financing. Such cooperation may include: (i) with respect to the Debt Financing, participation with prospective lenders and with rating agencies in a reasonable number (at reasonable times and locations mutually agreed and with reasonable advance notice) (it being understood that any such meeting may take place via videoconference or web conference at the Company’s option) of meetings, drafting sessions, calls, roadshows, due diligence sessions (including accounting due diligence sessions) and presentations, including direct contact between senior management of the Company and the Group Companies (and using commercially reasonable efforts, to provide access to non-legal advisors), on the one hand, and the actual and potential Debt Financing Sources, on the other hand, (ii) with respect to the Debt Financing, assisting Investor in preparing materials for rating agency presentations, credit agreements, indentures, offering documents, prospectuses, bank and investor information memoranda, syndication documents and materials, lender presentations,

investor presentations, other marketing documents and materials and similar documents reasonably and customarily used in connection with the Debt Financing, (iii) to the extent required by the Debt Financing Sources, providing customary authorization letters authorizing the distribution of information to prospective Debt Financing Sources, subject to customary terms and conditions, including that the Company and its Affiliates shall not have any Liability of any kind or nature resulting from the use of information contained in such marketing information materials or otherwise in all activity undertaken in connection with the syndication or other marketing of the Debt Financing, (iv) with respect to the Debt Financing, reasonably assisting in obtaining credit ratings, and (v) at least fifteen (15) Business Days prior to the applicable Closing, providing all documentation and other information about the Company and the Group Companies that is required by regulatory authorities under applicable “know your customer” and anti-money laundering laws, rules and regulations, including the USA PATRIOT Act, and beneficial ownership Laws, including a beneficial ownership certification in relation to the Company, to the extent requested by the Investor at least twenty-five (25) Business Days prior to the applicable Closing.

(b) Nothing in this Section 6.12 will require the Company or any Group Company or their Representatives to (i) pay any fee or incur any other Liability in connection with the Debt Financing; (ii) waive or amend any terms of this Agreement or agree to pay or reimburse any expenses for which it has not received prior reimbursement or is not otherwise indemnified on behalf of Investor; (iii) approve, execute or deliver any definitive agreement (including any Debt Financing Agreement, including any certificate (including any solvency certificate)), instrument, agreement or other documentation or agree to any change or modification of any existing certificate, instrument, agreement or other documentation (other than signing customary authorization letters and other documents expressly contemplated in Section 6.12(a)); (iv) give any indemnities in connection with the Debt Financing; (v) take any action that, in the good faith determination of the Company, would unreasonably interfere with the conduct of the business or operations of the Company and its Affiliates or create an unreasonable risk of damage or destruction to any property or assets of the Company or any of its Affiliates; (vi) adopt resolutions (whether by the board of directors of the Company or otherwise) approving the definitive agreements, documents and instruments pursuant to which the Debt Financing is obtained; (vii) provide any assistance or cooperation that would or would reasonably be expected to (A) cause any representation or warranty in this Agreement to be breached (or to not be true and current) or (B) cause any conditions to the First Closing set forth in Article VII to fail to be satisfied by the Termination Date or otherwise result in a breach of this Agreement; (viii)(1) provide any financial (or other information) that cannot be produced or provided without unreasonable cost or expense, (2) prepare financial statements or financial metrics which any Group Company has not historically prepared, including standalone financial statements, (3) provide any financial projections or pro forma financial statements or (4) provide any financial information with respect to a month or fiscal period that has not yet ended or has ended less than forty-five (45) days (or ninety (90) days in the case of a fiscal year-end) prior to the date of such request; (ix) take any action that would conflict with, violate or result in a breach of or default (with or without notice, lapse of time or both) under its organizational documents or any contract or law (including with respect to privacy of employees) to which it or its property (or its Affiliates or their respective properties) is bound; (x) provide access to or disclose information that the Company determines in good faith would jeopardize any attorney client privilege of, or conflict with any confidentiality requirements (not created in contemplation of avoiding such disclosure) applicable to, the Company or any of its Affiliates, (xi) cause or be reasonably expected to cause any Representative of the Company to incur any personal Liability, or (xii) deliver or cause the delivery of any legal opinions or reliance letter. In addition, any bank information memoranda and high-yield offering prospectuses or memoranda required in relation to the Debt Financing will contain disclosure reflecting Investor or one or more Affiliates of Investor as the obligor. Investor shall promptly, upon request by the Company (and in any event within ten (10) Business Days of such request), reimburse the Company for all

reasonable and documented out-of-pocket fees, costs and expenses incurred by the Company or any of its Affiliates or their Representatives (including reasonable and documented attorneys' fees and expenses and accountants' fees and expenses) actually incurred in connection with its cooperation contemplated by this Section 6.12.

(c) The Company and Progress Energy hereby consent to the customary use of the Group Companies' logos in connection with the Debt Financing; provided, however, that Investor shall ensure that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage the Group Companies or the Group Companies' reputation or goodwill and will comply with the Group Companies' reasonable usage requirements and that they have been made available to Investor.

(d) The Parties acknowledge and agree that the provisions contained in this Section 6.12 represent the sole obligation of the Company, the Group Companies and their Representatives with respect to any financing (including the Debt Financing) to be obtained by Investor.

(e) Notwithstanding anything in this Agreement to the contrary, in no event shall the receipt by, or availability to, Investor of any funds or financing or any other financing transaction (including the Debt Financing or the Equity Financing) be a condition to Investor's obligation to effect any Closing.

(f) Notwithstanding anything to the contrary, the condition set forth in Section 7.2(b), as it applies to obligations of the Company and its Representatives under this Section 6.12, shall be deemed satisfied unless (i) Investor has used reasonable efforts to obtain, but has not obtained, the Debt Financing and (ii) the Company's or any Group Company's gross negligence or willful and material breach of its obligations under this Section 6.12 was a proximate cause of the failure of Investor to obtain the Debt Financing.

Section 6.13 Use of Proceeds. From and after the First Closing and until the earlier to occur of (x) the Subsequent Closing End Date and (y) the final Subsequent Closing pursuant to which, immediately thereafter, Investor will own the aggregate Acquired Interests, the Company shall not use the proceeds of any Closing to:

(a) declare or pay any dividend or make any payment or distribution on account of the Company Membership Interests;

(b) purchase, redeem, defease or otherwise acquire or retire for value any Company Membership Interest or Debt of any direct or indirect parent company of the Company, including in connection with any merger or consolidation; or

(c) make, or permit any of its Subsidiaries to make, any loans to any direct or indirect parent company of the Company or any other Person (including, for the avoidance of doubt, through a funding into a "utility money pool arrangement", by means of the cash management policies of the Duke Consolidated Group or otherwise).

## **Article VII**

### **CONDITIONS**

Section 7.1 Conditions to Obligations of Investor, Progress Energy and the Company. The obligations of Investor, Progress Energy and the Company hereunder to consummate the Transactions at each Closing are subject to the satisfaction, at or before such Closing, of the

following conditions (all or any of which may be waived in whole or in part by mutual agreement of the Parties in their sole discretion):

(a) Orders. No temporary restraining order, preliminary or permanent injunction or other Order shall be in effect that enjoins, prohibits or otherwise prevents, or purports to enjoin, prohibit or otherwise prevent, the consummation of the Transactions contemplated at such Closing; and

(b) Laws. No Law shall have been enacted or shall be deemed applicable to the Transactions after the Agreement Date which makes the consummation of the Transactions illegal or prevents, or purports to enjoin, prohibit or otherwise prevent, the Transactions contemplated at such Closing from occurring.

Section 7.2 Conditions to Obligations of Investor. The obligation of Investor hereunder to consummate the Transactions with respect to each Closing (except as expressly noted as applicable only to the First Closing or Subsequent Closings) is subject to the satisfaction, at or before such Closing, of each of the following conditions (all or any of which may be waived in whole or in part by Investor in its sole discretion, with the exception of Section 7.2(d) with respect to the First Closing, which may be waived in whole or in part by the Party or Parties in their sole discretion to whom such Burdensome Condition affects):

(a) Representations and Warranties. (A) Each of the Fundamental Representations made by Duke or Progress Energy in this Agreement (other than the representations and warranties in Section 4.6(f) and Section 4.14) qualified as to materiality shall be true and correct in all material respects and not so qualified as to materiality shall be true and correct in all respects except for such inaccuracies as are de minimis in nature and amount relative to such representation and warranty taken as a whole, in each case, as of such Closing as if made on and as of such Closing (except to the extent that such representations and warranties refer specifically to an earlier date, in which case such representations and warranties qualified as to materiality shall have been true and correct in all material respects as of such earlier date and not so qualified as to materiality shall have been true and correct in all respects except for such inaccuracies as are de minimis in nature and amount as of such earlier date, as applicable), (B) each of the representations and warranties made by Progress Energy in Section 4.6(e), Section 4.6(f), Section 4.14, Section 4.18 and Section 4.20 shall be true and correct in all material respects as of such Closing as if made on and as of such Closing and (C) each of the other representations and warranties made by Duke or Progress Energy in this Agreement shall be true and correct in all respects as of such Closing as if made on and as of such Closing, except, (1) in each case, to the extent that such representations and warranties refer specifically to an earlier date, in which case such representations and warranties shall have been true and correct in all respects as of such earlier date, and (2) to the extent that any and all failures of such representations and warranties to be so true and correct in all respects, taken as a whole, would not reasonably be expected to have a Material Adverse Effect on Duke, Progress Energy or the Group Companies; provided, however, that, for purposes of determining the satisfaction of the condition in clause (B) and clause (C), no effect shall be given to any limitation or qualification as to materiality or Material Adverse Effect in such representations and warranties;

(b) Performance. Each of Duke, Progress Energy and the Company shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by it at or prior to such Closing;

(c) No Material Adverse Effect. With respect to the First Closing, since the Agreement Date, or with respect to any Subsequent Closing, since the immediately preceding applicable Subsequent Closing Date, no Material Adverse Effect on Duke, Progress Energy or the Group Companies shall have occurred;

(d) Approvals. With respect to the First Closing only, the Parties shall have obtained the Required Approvals without any Burdensome Condition;

(e) Deliveries at the Closing. Each of Progress Energy and the Company shall have executed and delivered (or caused to be executed and delivered) to Investor all agreements and other documents required to be executed and delivered by it to Investor pursuant to Section 2.2 at or prior to the applicable Closing; and

(f) Put Triggering Event. With respect to each Subsequent Closing only, no “Put Triggering Event” (as defined in the A&R LLC Agreement) shall have occurred (and not been deemed ineffective pursuant to the last sentence of Section 7.3(c) of the A&R LLC Agreement) in accordance with the A&R LLC Agreement.

Section 7.3 Conditions to Obligations of Progress Energy and the Company. The obligation of Progress Energy and the Company hereunder to consummate the Transactions with respect to each Closing (except as expressly noted as applicable only to the First Closing or Subsequent Closings) is subject to the satisfaction, at or before the such Closing, of each of the following conditions (all or any of which may be waived in whole or in part by Progress Energy in its sole discretion, with the exception of Section 7.3(c) which may be waived in whole or in part by the Party or Parties in their sole discretion to whom such Burdensome Condition affects):

(a) Representations and Warranties. (A) Each of the Fundamental Representations made by Investor in this Agreement qualified as to materiality shall be true and correct in all material respects and not so qualified as to materiality shall be true and correct in all respects except for such inaccuracies as are de minimis in nature and amount relative to such representation and warranty taken as a whole, in each case, as of such Closing as if made on and as of such Closing (except to the extent that such representations and warranties refer specifically to an earlier date, in which case such representations and warranties qualified as to materiality shall have been true and correct in all material respects as of such earlier date and not so qualified as to materiality shall have been true and correct in all respects except for such inaccuracies as are de minimis in nature and amount as of such earlier date, as applicable), (B) each of the representations and warranties made by Investor in Section 5.11 shall be true and correct in all material respects as of the First Closing only as if made on and as of the First Closing only and (C) each of the other representations and warranties made by Investor in this Agreement shall be true and correct in all respects as of such Closing as if made on and as of such Closing, except, (1) in each case, to the extent that such representations and warranties refer specifically to an earlier date, in which case such representations and warranties shall have been true and correct in all respects as of such earlier date, and (2) to the extent that any and all failures of such representations and warranties to be so true and correct in all respects, taken as a whole, would not reasonably be expected to have a material adverse effect on the ability of Investor to consummate the Transactions or to perform its obligations under this Agreement; provided, however, that, for purposes of determining the satisfaction of the condition in clause (B), no effect shall be given to any limitation or qualification as to materiality or material adverse effect in such representations and warranties;

(b) Performance. Investor shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Investor at or prior to such Closing;

(c) Approvals. With respect to the First Closing only, the Parties shall have obtained the Required Approvals without any Burdensome Condition; and

(d) Deliveries at Closing. Investor shall have executed and delivered (or caused to be executed and delivered) to Progress Energy or the Company, as applicable, all agreements and other documents required to be executed and delivered to Progress Energy or the

Company pursuant to Section 2.2 at or prior to the applicable Closing, and Investor shall have made the payments required to be made by Investor at the applicable Closing.

## Article VIII

### TERMINATION

Section 8.1 Termination. This Agreement may be terminated and the Transactions may be abandoned at any time prior to the First Closing upon ten (10) days written notice of such termination to the other Party specifying the provision hereof pursuant to which such termination is made (except with respect to Section 8.1(a) which shall be effective immediately upon execution of such mutual written consent):

(a) by mutual written consent of Investor and Progress Energy;

(b) by Investor or Progress Energy if the First Closing has not occurred on or prior to the nine (9) month anniversary of the Agreement Date (the “Termination Date”); provided, however, that if the sole reason that the First Closing has not occurred is that a consent or approval required by Section 7.2(d) and Section 7.3(c) has not been obtained on or prior to such date, such date shall automatically be extended by six (6) months (the end of such six-month extension period shall then be the “Termination Date”); provided, further, that the right to terminate this Agreement under this Section 8.1(b) shall not be available to any Party whose breach of a representation, warranty, covenant or agreement under this Agreement has been the primary cause of the failure of the First Closing to occur on or before such date (it being understood and agreed that, in the case of the Investor, a failure to obtain the Debt Financing on or before the Termination Date despite compliance by Investor in all material respects with the requirements of Section 6.11 hereof shall not, in and of itself, constitute a breach of this Agreement);

(c) by Investor prior to the First Closing if (i) Duke, Progress Energy or the Company shall have breached or failed to perform any of the representations, warranties, covenants or agreements contained in this Agreement to be complied with by Duke, Progress Energy or the Company, as applicable, which would result in the failure of any applicable closing condition set forth in Section 7.1 or Section 7.2 to be satisfied or, if such breach or failure is capable of being cured, it shall not have been cured within the earlier of (x) thirty (30) days following receipt by Progress Energy of notice of such breach or failure from Investor and (y) the Termination Date;

(d) by Progress Energy prior to the First Closing if (i) Investor shall have breached or failed to perform any of the representations, warranties, covenants or agreements contained in this Agreement to be complied with by Investor which would result in the failure of any applicable closing condition set forth in Section 7.1 or Section 7.3 to be satisfied or, if such breach or failure is capable of being cured, it shall not have been cured within the earlier of (x) thirty (30) days following receipt by Investor of notice of such breach or failure from Progress Energy and (y) the Termination Date;

(e) by Investor or Progress Energy prior to the First Closing if a Governmental Authority shall have issued an Order or instituted an Action or Proceeding, in either case, having the effect of restraining, enjoining or otherwise prohibiting, or attempting to restrain, enjoin or otherwise prohibit, the Transactions and such Order shall become final and non-appealable or such Action or Proceeding shall have become final and non-appealable; provided that the right to terminate this Agreement under this Section 8.1(e) shall not be available to any Party whose action or failure to fulfill any obligation under this Agreement has been the primary cause of such Order or Action or Proceeding; or

(f) by Progress Energy if on or after the date on which the First Closing is required to occur under Section 2.2 (i) all of the applicable conditions set forth in Section 7.1 and Section 7.2 have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the First Closing; provided that such conditions are capable of satisfaction or have been waived as of such date), (ii) Progress Energy has irrevocably confirmed in writing to Investor that (A) all applicable conditions in Section 7.1 and Section 7.3 have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the First Closing, but subject to the satisfaction or waiver of such conditions) and (B) Progress Energy and the Company stand ready, willing and able to consummate the First Closing pursuant to Section 2.2 and (iii) Investor has failed to consummate the First Closing by 5:00 pm on the fourth (4th) Business Day following the receipt of such written notice and Progress Energy and the Company stood ready, willing and able to consummate the First Closing throughout such period following reasonable advance notice from Investor of the expected occurrence of the First Closing.

#### Section 8.2 Effect of Termination.

(a) If this Agreement is validly terminated pursuant to Section 8.1, this Agreement will forthwith become null and void, except that the provisions of, and the obligations of the Parties under, Section 6.2(a), Section 6.7, this Section 8.2, Article X and the applicable portions of Article I will continue to apply in full force and effect following any termination, and there will be no Liability on the part of Duke, Progress Energy, the Company or Investor (or any of their respective Representatives or Affiliates) in respect of this Agreement except as provided in this Section 8.2.

(b) Notwithstanding Section 8.2(a) or any other provision in this Agreement to the contrary, in the event that this Agreement is (i) validly terminated by Progress Energy pursuant to Section 8.1(d) or Section 8.1(f) or (ii) otherwise by either Progress Energy or Investor at a time when this Agreement was permitted to be terminated by Progress Energy pursuant to Section 8.1(d) or Section 8.1(f), then Investor shall pay or cause to be paid to Progress Energy the Reverse Termination Fee by wire transfer of immediately available funds within ten (10) Business Days following such termination to such account designated in writing by Progress Energy provided, however, that, if Investor fails to pay the Reverse Termination Fee when due, (A) Investor shall additionally pay or cause to be paid to Progress Energy interest on the amount of the Reverse Termination Fee from the date such payment was required to be made until the date of payment at the prime lending rate as published in the Wall Street Journal in effect on the date such payment was required to be made, plus six percent (6%) and (B) if, in order to obtain such payment, Progress Energy commences an Action or Proceeding that results in a judgment against BSIP or Investor, Investor shall reimburse Progress Energy for its reasonable and documented out-of-pocket costs and expenses (including reasonable and documented out-of-pocket attorneys' fees and expenses) incurred in connection with such Action or Proceeding. Any amount that becomes payable pursuant to this Section 8.2(b) shall be paid by wire transfer of immediately available funds to an account or accounts that have been designated by Progress Energy. In no event shall Duke, Progress Energy, the Group Companies or any of their respective Affiliates seek or be entitled to multiple, special, punitive, exemplary, incidental, consequential or indirect Losses against any Investor Related Party or any recovery, judgment or Losses of any kind against any Investor Related Party in excess of such amounts, to the extent paid.

(c) Notwithstanding anything to the contrary in this Agreement, subject to Section 10.10, if this Agreement is terminated under circumstances in which Investor is required to pay the Reverse Termination Fee, the right of Progress Energy to terminate this Agreement and receive the payment of the Reverse Termination Fee shall be Duke's, Progress Energy's, the Group Companies' and their respective Affiliates' sole and exclusive remedy against Investor (including BSIP, BAM and the Debt Financing Sources), any of their respective Affiliates and Representatives, (each an "Investor Related Party") for any Loss, damage or recovery of any

kind (including consequential, indirect or punitive damages, and whether at Law, in equity or otherwise) arising under or in connection with this Agreement and the other Transaction Documents or otherwise in connection with the Transactions. Upon payment in full of the Reverse Termination Fee, (i) no Investor Related Party shall have any further Liability or obligation relating to or arising out of this Agreement, any of the other Transaction Documents, or the Transactions (or the abandonment or termination hereof or thereof), (ii) neither Progress Energy nor any of its respective Affiliates (including the Company) shall be entitled to bring or maintain any suit or Action or Proceeding against any Investor Related Party arising out of or in connection with this Agreement, any other Transaction Document or the Transactions (or the abandonment or termination hereof or thereof) or any matters forming the basis for such termination, (iii) Progress Energy shall cause any suit or Action or Proceeding initiated thereby in connection with this Agreement, the other Transaction Documents or the Transactions (or the abandonment or termination hereof or thereof), solely to the extent maintained by Progress Energy or any of its Affiliates against any Investor Related Party, to be dismissed with prejudice promptly, and in any event within five (5) Business Days after the payment of the Reverse Termination Fee and (iv) the maximum aggregate Liability of the Investor Related Parties to Duke, Progress Energy, the Group Companies and their respective Affiliates that may be based on, arise out of or related to this Agreement or the Transactions shall not exceed the Reverse Termination Fee (including any interest payable thereon or reimbursable expenses related thereto pursuant to Section 8.2(b)) less any portion of the Reverse Termination Fee that is actually paid by or on behalf of the Investor. Progress Energy shall not be entitled to collect the Reverse Termination Fee on more than one occasion. While Progress Energy may pursue both a grant of specific performance to the extent permitted by Section 10.10 and the payment of the Reverse Termination Fee, under no circumstance shall Progress Energy be permitted or entitled to receive both a grant of specific performance to require the consummation of the First Closing pursuant to Section 10.10 and payment of the Reverse Termination Fee pursuant to Section 8.2(b). The Parties acknowledge and agree that the Investor Related Parties are intended third-party beneficiaries of this Section 8.2(c).

(d) Each Party acknowledges that (i) the agreements contained in Section 8.2 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, such Party would not enter into this Agreement and (ii) any amounts payable pursuant to Section 8.2(b) do not constitute a penalty.

(e) Notwithstanding anything to the contrary in this Agreement, nothing in this Section 8.2 shall relieve a Party from Liability for any Willful Breach of, or Fraud in connection with, this Agreement occurring prior to such termination; provided, however, that in the case of the Investor and any Investor Related Party, such Liability shall be limited to the extent set forth in this Section 8.2.

## Article IX

### INDEMNIFICATION AND REMEDIES

#### Section 9.1 General.

(a) The Company shall defend, indemnify and hold harmless Investor, and Investor shall defend, indemnify and hold harmless Progress Energy (the applicable indemnifying party, the "Indemnitor"), including, in the case of each non-indemnifying Party, such Party's Affiliates and their respective Representatives, successors and assigns (each, an "Indemnified Party," with each Party and its respective group of Indemnified Parties being referred to collectively as an "Indemnified Group") from and against any Loss suffered or incurred by any Indemnified Party (which, with respect to Investor, shall include any Loss suffered or incurred by the Group Companies) to the extent arising out of, or resulting from (i) the inaccuracy of any representation or warranty of such Indemnitor (or its applicable Affiliate)

contained in this Agreement (other than with respect to the Fundamental Representations, determined as of the First Closing, and, in any case, without duplication of any amounts paid under Section 6.2(e)) or any Ancillary Agreement, (ii) the breach or default by such Indemnitor (or its applicable Affiliate) of any covenant or agreement of such Indemnitor (or its applicable Affiliate) contained in this Agreement or any Ancillary Agreement, or (iii) any Liability related to or resulting from the ownership or operation of the Crystal River 3 nuclear power plant, inclusive of any associated spent fuel and storage facilities therefor, by a Group Company.

(b) Duke and Progress Energy shall, jointly and severally defend, indemnify and hold harmless Investor, the other members of Investor's Indemnified Group and the Group Companies from and against any Loss (which, with respect to Investor, shall include any Loss suffered or incurred by the Group Companies) suffered or incurred by any such Person to the extent arising out of, or resulting from, (i) any Liability of (A) Duke or (B) Affiliates of Duke other than the Group Companies, in each case arising out of or resulting from their business, Assets, Contracts, operations or transactions, whether arising before or after the Agreement Date, excluding any Liability of (1) Duke or (2) Affiliates of Duke other than the Group Companies to the extent arising out of or resulting from the business, Assets, Contracts, operations or transactions of the Group Companies, (ii) any cash Taxes or any reduction in amounts payable to any of the Group Companies pursuant to the Tax Sharing Agreement, in each case attributable to the acceleration of any deferred intercompany gain of a Group Company pursuant to Treasury Regulations Section 1.1502-13 resulting from a transaction entered into prior to the First Closing (but only to the extent such Taxes have not already been paid by the Group Company under the Tax Sharing Agreement in connection with the creation of the deferred intercompany gain) as a result of the deconsolidation of such Group Company from the Duke Consolidated Group, unless such deconsolidation results from (A) a sale or other transfer of 100% of the interests in such Group Company or (B) any action taken by or at the direction of Investor; provided, that, for the avoidance of doubt, the calculation of such Taxes shall reflect the cost of the timing differences relating to the relevant income and loss items taken into account as a result of the deconsolidation event (as compared to if the deconsolidation event had not occurred), (iii) any Taxes for which a Group Company may be liable pursuant to Treasury Regulations Section 1.1502-6 or similar provisions of state, local or foreign Law as a result of being or having been a member of a combined, consolidated, unitary or similar group that includes one or more entities other than the Group Companies, (iv) any Controlled Group Liabilities with respect to any ERISA Affiliate, whether incurred or accrued before or after the First Closing Date.

(c) Investor shall defend, indemnify and hold harmless Progress Energy's Indemnified Group from and against any Loss suffered or incurred by such Person to the extent arising out of, or resulting from the arrangement and completion of any Debt Financing, capital markets transactions or related transactions by Investor in connection with financing the Transactions and any information utilized in connection therewith (except to the extent such Loss (i) arose out of or resulted from the willful misconduct or gross negligence of such Person) or (ii) arose out of or resulted from the breach of any of the obligations of a member of Progress Energy's Indemnified Group under this Agreement.

(d) Duke and Progress Energy shall, severally and not jointly, defend, indemnify and hold harmless the Company from and against any Loss suffered or incurred by the Company as a result of any payments required to be made by the Company in connection with the Company's obligations pursuant to Section 9.1(a).

**Section 9.2 Period for Making Claims.** No claim under Sections 9.1(a)(i) or 9.1(a)(ii) may be made unless such Party shall have delivered a Claim Notice with respect to such claim for breach of a representation or warranty or covenant or agreement prior to the expiration of the applicable Survival Period.

Section 9.3 Limitations on Indemnification.

(a) With respect to any claim for indemnification arising from any breach or inaccuracy of any representations and warranties other than Fundamental Representations or Tax Representations, each Party's liability under Section 9.1(a)(i) shall be limited to an amount equal to ten percent (10%) of the amount of the Purchase Price that has been paid by Investor at the time such claim for indemnification is finally resolved pursuant to this Article IX (at such applicable time, the "Indemnity Cap"); provided that, if a Party's liability with respect to one or more claims for indemnification has been limited by the Indemnity Cap at any time, and the Indemnity Cap is increased as a result of Investor's payment of additional Purchase Price, then such Party shall be required to pay for such unpaid claims in accordance with this Article IX, subject to such increased Indemnity Cap. As to any claim for indemnification for a breach or inaccuracy of any Fundamental Representation or Tax Representations, each Party's liability under this Article IX shall be limited to the amount of the Purchase Price that has been paid by Investor at the time such claim for indemnification is finally resolved pursuant to this Article IX (not to exceed, in the aggregate, the Purchase Price); provided that, if a Party's liability with respect to one or more claims for indemnification has been limited by this sentence at any time, and Investor pays additional Purchase Price, then such Party shall be required to pay for such unpaid claims in accordance with this Article IX, subject to such increased Purchase Price.

(b) With respect to any claim for indemnification arising from any breach or inaccuracy of any representations and warranties other than Fundamental Representations or Tax Representations, the Indemnified Party shall not be entitled to indemnification with respect to any Loss under Section 9.1(a)(i) unless and until such Indemnified Party's Indemnified Group has incurred, sustained or become subject to aggregate Losses (including, with respect to Investor, the Group Companies) arising from the same circumstances or relating to the same fact pattern in excess of ten million dollars (\$10,000,000).

(c) With respect to any claim for indemnification arising from any breach or inaccuracy of any representations and warranties other than Fundamental Representations or Tax Representations, the Indemnified Party shall not be entitled to indemnification with respect to any Loss under Section 9.1(a)(i) unless and until such Indemnified Party's Indemnified Group has incurred, sustained or become subject to aggregate Losses (including, with respect to Investor, the Group Companies) (with respect to an Indemnified Party, "Indemnified Losses") in excess of one percent (1.0%) of the amount of the Purchase Price that has been paid by Investor at the time such claim for indemnification is finally resolved pursuant to this Article IX (at such applicable time, the "Indemnity Deductible"), and then only to the extent such Losses (including, with respect to Investor, the Group Companies) are in excess of the Indemnity Deductible; provided that, if, after an increase in the Indemnity Deductible as a result of Investor's payment of additional Purchase Price, (i) the Indemnity Deductible is greater than Indemnified Losses with respect to an Indemnified Party and (ii) prior to such increase, such Indemnified Party received indemnity payments with respect to Losses under Section 9.1(a) (in each case, the "Prior Indemnity Payments"), then such Indemnified Party shall not thereafter be entitled to indemnification with respect to any Loss under Section 9.1(a)(i) unless and until such Indemnified Party's Indemnified Losses exceed an amount equal to the sum of (x) the Indemnity Cap plus (y) the Prior Indemnity Payments and then only to the extent such Losses are in excess of such amount.

(d) The limitations set forth in this Section 9.3 shall not apply to claims of, or causes of action arising from Fraud by any Party.

Section 9.4 Adjustments for Indemnity Payments. Except as otherwise required by Law, the Parties shall treat for all Tax purposes any indemnification payment made hereunder as an adjustment to the Purchase Price.

Section 9.5 Procedure for Indemnification with Respect to Direct Claims. Whenever any direct claim shall arise for indemnification under this Article IX, the Indemnified Party, after attaining knowledge of such claim, shall promptly notify the Indemnitor of the claim and, when known, the facts constituting the basis for such claim (such notice, a “Claim Notice”); provided, however, that the failure to provide such Claim Notice shall not release the Indemnitor from its obligations under this Article IX except to the extent that the Indemnitor has been actually prejudiced by such failure. If, within thirty (30) days after receiving a Claim Notice, the Indemnitor notifies the Indemnified Party that it does not contest such Claim Notice or the Indemnitor does not give written notice to the Indemnified Party that it contests such Claim Notice, then the amount of indemnity payable for such claim shall be as set forth in the Indemnified Party’s Claim Notice. If the Indemnitor contests such indemnity, the Parties shall attempt in good faith to reach an agreement with regard thereto within thirty (30) days of delivery of the Indemnitor’s notice objecting to the claim. If the Parties cannot reach agreement within such thirty (30)-day period, the matter shall be resolved in accordance with the provisions of Section 10.9.

Section 9.6 Procedure for Indemnification with Respect to Third-Party Claims.

(a) Notice of Claim. If any legal proceedings shall be instituted or any claim or demand shall be asserted by any third party in respect of which indemnification may be sought by any Indemnified Party under this Article IX (each a “Third-Party Claim”), such Indemnified Party shall, reasonably promptly, submit a Claim Notice to the Indemnitor, specifying the nature of such Third-Party Claim and the amount or the estimated amount thereof to the extent then determinable, which estimate shall not be binding upon the Indemnified Party; provided that the failure of an Indemnified Party to give timely notice shall not affect its rights to indemnification under this Article IX, except to the extent that the Indemnitor has been actually prejudiced by such failure. The Indemnitor shall notify the Indemnified Party as soon as reasonably practicable whether the Indemnitor disputes its liability to the Indemnified Party for such claim under this Article IX; provided that the failure of an Indemnitor to give timely notice shall not affect its rights under this Article IX, except to the extent that the Indemnified Party has been actually prejudiced by such failure.

(b) Conduct of Claim.

(i) Except with respect to Taxes:

(A) If the Indemnitor notifies the Indemnified Party that the Indemnitor acknowledges its liability under this Article IX and that it desires to defend the Indemnified Party with respect to the Third-Party Claim, the Indemnitor shall have the right, at its option and at its own expense, to be represented by counsel of its choice and to take control of the defense, negotiation and/or settlement of such Third-Party Claim, unless (1) the Indemnitor is also a party to such Third-Party Claim and the Indemnified Party determines in good faith that joint representation would be inappropriate, or (2) the Third-Party Claim seeks an injunction or other equitable relief or relief other than monetary damages for which the Indemnified Party would be entitled to indemnification; provided that the Indemnified Party may participate in any such proceeding with counsel of its choice (which shall be at its own expense). If the Indemnitor assumes the defense of a Third-Party Claim in accordance with this Section 9.6, (x) the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnitor, and (y) the Indemnitor shall defend such Third-Party Claim in good faith to final conclusion or settlement of such Third-Party Claim. The Indemnitor shall be liable for the reasonable fees and expenses of counsel employed by the Indemnified Party for any period after the Indemnified Party has provided a Claim Notice with respect to a Third-Party Claim but the Indemnitor has not assumed

the defense of a Third-Party Claim for which the Indemnified Party is entitled to indemnification pursuant to this Article IX. The Indemnitor shall provide fifteen (15) days advance written notice of any proposed settlement or compromise to the Indemnified Party, and the Indemnitor shall not, without the Indemnified Party's prior written consent (not to be unreasonably withheld, conditioned or delayed), compromise or settle any Third-Party Claim, nor execute or otherwise agree to any consent decree, that (I) provides for other than monetary payment, (II) does not include as an unconditional term thereof the giving of a release from all liability with respect to such Third-Party Claim by each claimant or plaintiff to each Indemnified Party that is or may be subject to the Third-Party Claim, or (III) involves any finding or admission of any violation of Law or any violation of the rights of any Person.

(B) If the Indemnitor elects not to defend or settle such proceeding, claim or demand, the Indemnified Party shall provide ten (10) Business Days' advance written notice of any proposed settlement or compromise to the Indemnitor. Without the consent of the Indemnitor (not to be unreasonably withheld, conditioned or delayed), no Indemnified Party shall settle or compromise any Third-Party Claim for which the Indemnitor has acknowledged its liability under this Article IX, unless (I) the terms of such settlement are substantially the same as the proposed settlement or compromise delivered in the Claim Notice to the Indemnitor or (II) such settlement (x) provides only for the payment of money and does not include any admission of guilt or culpability and (y) includes a full release from all liability with respect to such claim by each claimant or plaintiff to each Indemnitor that is or may be subject to the Third-Party Claim.

(C) The Indemnitor and the Indemnified Party shall cooperate reasonably with each other in connection with the defense, negotiation or settlement of any Third-Party Claim.

(ii) Notwithstanding anything to the contrary in this Agreement, except as otherwise provided in the Transaction Documents, Progress Energy shall have the right, at its option and at its own expense, to be represented by counsel of its choice and to participate in, or take control of, the defense, negotiation or settlement of any proceeding, claim or demand that relates to Taxes of Progress Energy or any of its Affiliates (including the Group Companies).

(c) Payment of Third-Party Claims. After final non-appealable judgment or award shall have been rendered by a court, arbitration board or administrative agency of competent jurisdiction, or a settlement shall have been consummated, or the Indemnified Party and the Indemnitor shall have arrived at a mutually binding agreement with respect to each separate matter indemnified by the Indemnitor with respect to any Third-Party Claim, the Indemnified Party shall forward to the Indemnitor notice of any sums due and owing with respect to such Third-Party Claim at such time by the Indemnitor with respect to such matter, and such amount shall be paid within five (5) Business Days by the Indemnitor to the applicable Indemnified Party.

(d) Access to Information. If any Third-Party Claim is made against an Indemnified Party, the Indemnified Party shall use commercially reasonable efforts to make available to the Indemnitor those partners, members, officers and employees of the Indemnified Party whose assistance, testimony or presence is necessary to assist the Indemnitor in evaluating and in defending such claims; provided that any such access shall be conducted in such a manner as not to interfere unreasonably with the operations of the business of the Indemnified Party.

Section 9.7 Exclusive Remedy. Notwithstanding anything to the contrary which may be contained herein, the indemnities set forth in this Article IX shall become effective as of the First Closing. Other than equitable remedies and except in the case of Fraud, the indemnities set forth in this Article IX shall be the exclusive remedies of Investor and Progress Energy and their respective Indemnified Groups due to the breach or inaccuracy of any representation or warranty, or the breach or default of any covenant or agreement, contained in this Agreement, and the Parties shall not be entitled to a rescission of this Agreement or to any further indemnification rights, breach or damages or claims of any nature whatsoever in respect thereof, all of which the Parties hereby waive.

Section 9.8 Damages Calculations.

(a) Except as expressly provided herein, no Party or its Affiliates, or other members of its Indemnified Group, shall be liable hereunder at any time for special or punitive damages or any Losses of the other Party or any of the members of their respective Indemnified Groups which are not the natural, probable and reasonably foreseeable result of the event giving rise to the Loss as contemplated by the Parties as of the Agreement Date, whether in contract, tort (including negligence), strict liability or otherwise, except to the extent payable to a third party.

(b) Each of Progress Energy's and Duke's representations and warranties in this Agreement that contain any "Material Adverse Effect," "in all material respects," or other materiality (or correlative meaning) qualifications shall be deemed to exclude such qualifiers both for purposes of determining whether or not there is a breach of such representation or warranty and for purposes of calculating Losses under this Article IX; provided, however, that the foregoing shall not apply to the word "Material" where it is included in any capitalized phrase serving as a defined term for purposes of this Agreement (e.g., the phrases "Material Contract" or "Material Supplier").

## Article X

### **MISCELLANEOUS**

Section 10.1 Survival; Exclusivity of Representations.

(a) The representations and warranties of the Parties contained in or made pursuant to this Agreement and the Ancillary Agreements shall survive until the date that is twelve (12) months following the First Closing Date; provided, however, that (i) the representations and warranties of Progress Energy and Duke set forth in Sections 3.1, 3.2, 3.3, 3.7, 3.8, 4.1, 4.6(f), 4.7(c), (v), and 4.14 and the representations and warranties of Investor set forth in Sections 5.1, 5.2, 5.3 and 5.8 (collectively the "Fundamental Representations") and (ii) the Tax Representations shall each survive until sixty (60) days following expiration of the applicable statute of limitations, and the representations and warranties of Progress Energy in Section 4.13 shall survive until the date that is twenty-four (24) months following the First Closing Date (each of the foregoing, as applicable, the "Survival Period"). The Survival Period for covenants and agreements in this Agreement and the Ancillary Agreements shall be the earlier of (a) one (1) year following the specified term of such covenant or agreement (if any) or (b) sixty (60) days following expiration of the applicable statute of limitations. Any representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement will survive the time at which it would otherwise terminate pursuant to this Section 10.1(a) if written notice of a claim for the inaccuracy or breach of such representation or warranty or breach of such covenant or agreement giving rise to such indemnity right has been given to the Party from whom such indemnification may be sought prior to the time such representation, warranty, covenant or agreement would have expired.

(b) Other than the representations and warranties expressly set forth in Article V or made by Investor in any other Transaction Document, Progress Energy

acknowledges and agrees that none of Investor or any of its Representatives or direct or indirect equity holders or any other Person make, or have made, any other express or implied representation or warranty whatsoever (whether at law (including at common law or by statute) or in equity) in connection with or related to the Transactions.

(c) Other than the representations and warranties expressly set forth in Article III or Article IV or made by Duke or Progress Energy in any other Transaction Document (collectively, the “Progress Energy Representations”), Duke and Progress Energy (on behalf of themselves and their respective Affiliates) disclaim (i) any other express or implied representation or warranty whatsoever (whether at law (including at common law or by statute) or in equity) in connection with or related to the Transactions, including related to any opinion, projection, forecast, statement (including any forward-looking statement), budget, estimate, advice, or other similar information (including information related to the future revenues, earnings, results, or operations (or any component thereof)), cash flows, financial condition (or any component thereof) or the future business and operations, as well as any other business plan and cost-related plan information of or related to the foregoing (collectively, “Projections”), in each case, whether made, communicated, or furnished (orally or in writing), or to be made, communicated, or furnished (orally or in writing), to Investor or any of its Representatives or direct or indirect equity holders or any other Person and (ii) all Liability for any such other representation or warranty or any Projection.

(d) Other than the Progress Energy Representations, Investor (i) (A) acknowledges and agrees that none of Progress Energy, the Group Companies or any of their respective Representatives or direct or indirect equity holders or any other Person make, or have made, any other express or implied representation or warranty whatsoever (whether at law (including at common law or by statute) or in equity) in connection with or related to the Transactions, including related to DEF, Progress Energy the Group Companies or their respective businesses, assets, employees, Permits, Liabilities, operations, prospects, condition (financial or otherwise) or any Projection, and (B) irrevocably and unconditionally waives and relinquishes all rights, Actions or Proceedings, or causes of action (in each case, whether accrued, absolute, contingent or otherwise, known or unknown, or due or to become due, express or implied, in law or in equity, or based on contract, tort or otherwise) based on or related to any such other representation or warranty or any Projection, and (ii) acknowledges and agrees to Progress Energy’s disclaimer of any such other representation or warranty or any Projection and of all liability and responsibility for any such other representation or warranty or any Projection. Investor acknowledges and agrees that (1) it has conducted to its satisfaction its own independent investigation of the Transactions (including, as applicable, related to DEF, Progress Energy, the Group Companies and their respective businesses, assets, employees, Permits, Liabilities, operations, prospects, condition (financial or otherwise) and any Projection), and, in making its determination to enter into this Agreement and proceed with the Transactions, has relied solely on the results of such independent investigation and the Progress Energy Representations and (2) other than the Progress Energy Representations, it has not relied on, or been induced by, any representation, warranty, or other statement of or by Progress Energy, any Group Company, any of their respective Representatives or direct or indirect equity holders or any other Person, including any Projection, in making its determination to enter into this Agreement and proceed with the Transactions.

Section 10.2 Entire Agreement. This Agreement, the Confidentiality Agreement, and the other Transaction Documents constitute the entire agreement and understanding of the Parties in respect of the subject matter contained herein and therein and supersede all prior agreements and understandings between the Parties with respect to such subject matter.

Section 10.3 Notices. All notices, requests, consents and other communications under this Agreement must be in writing and shall be deemed to have been duly given and effective (a) immediately (or, if not delivered or sent before 5:00 p.m. New York time on a Business Day,

the next Business Day) if delivered or sent by electronic mail (to the extent no “bounce back” or similar message indicating non-delivery is received with respect thereto), (b) on the date of delivery if by hand delivery (with confirmation of receipt) (or, if not delivered on a Business Day, the next Business Day) or (c) on the first Business Day following the date of dispatch (or, if not sent on a Business Day, the next Business Day after the date of dispatch) if sent by overnight service with a nationally recognized overnight delivery service (all fees prepaid). All notices shall be delivered to the following addresses, or such other addresses as may hereafter be designated in writing by such Party to the other Party:

(a) If to Investor:

Brookfield Asset Management  
Two Allen Center  
1200 Smith Street Suite 640  
Houston, Texas 77002  
Attention: Elisabeth Press  
Email: elisabeth.press@brookfield.com

With copies (which shall not constitute notice) to:

Kirkland & Ellis LLP  
609 Main Street  
Houston, Texas 77002  
Attention: Kim Hicks, P.C.  
Brittany A. Sakowitz, P.C.  
Roald Nashi, P.C.  
Email: kim.hicks@kirkland.com  
brittany.sakowitz@kirkland.com  
roald.nashi@kirkland.com

(b) If to Duke, Progress Energy or the Company:

Duke Energy Corporation  
550 S. Tryon Street, DEC45A  
Charlotte, NC 28202  
Attention: Greer Mendelow  
Email: greer.mendelow@duke-energy.com

Progress Energy, Inc. or Florida Progress, LLC  
c/o Duke Energy Corporation  
525 S. Tryon Street, DEP09A  
Charlotte, NC 28202  
Attention: Greer Mendelow  
Email: greer.mendelow@duke-energy.com

With copies (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP  
1440 New York Avenue, N.W.  
Washington, DC 20005  
Attention: Pankaj Sinha  
Emily Prezioso Walsh  
Email: psinha@skadden.com  
emily.walsh@skadden.com

**Section 10.4 Severability.** Any term or provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason shall, as to that jurisdiction, be ineffective solely to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is determined by a court of competent jurisdiction to be so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable.

**Section 10.5 Assignment; Third-Party Beneficiaries.** Except as otherwise provided herein, all the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the Parties and their respective successors and permitted assigns. Neither this Agreement, nor any right hereunder, may be assigned by any Party without the prior written consent of the other Parties; provided, however, that Investor may assign its rights and obligations hereunder, without the consent of any other Party, (a) to any of its Affiliates and (b) by way of collateral security to any Debt Financing Source. Except for (i) any Indemnified Party's right to indemnification pursuant to Article IX, (ii) the right of Investor, as described in this Section 10.5, to enforce the right of the Group Companies to indemnification set forth in Section 9.1(b), (iii) Section 8.2(c) and (iv) as otherwise provided herein, this Agreement is not intended to confer any rights or remedies hereunder upon any other Person except the Parties, it being for the exclusive benefit of the Parties and their respective successors and permitted assigns; provided, that the Debt Financing Sources shall be intended third-party beneficiaries of Sections 6.11, 6.12, 8.2, 10.10 and 10.14 and the second sentence and the proviso in the third sentence of this Section 10.5 and the second sentence of Section 9.7 and shall be entitled to enforce such provisions directly (and no amendment or modification to such provisions with respect to the Debt Financing Sources may be made without the prior written consent of the Debt Financing Sources). Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the Agreement Date or as of any other date.

**Section 10.6 Amendments.** This Agreement may be amended, modified or supplemented, with respect to any of the terms contained in this Agreement, only by written agreement (referring specifically to this Agreement) signed by or on behalf of all Parties. Notwithstanding anything to the contrary herein, Sections 6.11, 6.12, 8.2, 10.10 and 10.14 and the second sentence and the proviso in the third sentence of Section 10.5 (and no definition set forth in this Agreement to the extent that an amendment, supplement or modification of such definition would amend, supplement or waive the substance of the foregoing provisions), in each case, solely in relation to the Debt Financing, may not be amended, supplemented, waived or otherwise modified without the prior written consent of the Debt Financing Sources.

**Section 10.7 Waiver.** No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is made expressly in an instrument in writing specifically referring to this Agreement and executed and delivered by the Party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a further or continuing waiver of such breach or a waiver of any other or subsequent breach. Except as otherwise expressly provided

herein, no failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder, or otherwise available in respect hereof at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof, or the exercise of any other right, power or remedy. The rights and remedies of the Parties are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise.

**Section 10.8 Interpretation.**

(a) When a reference is made in this Agreement to an Article, Section, Schedule, clause or Exhibit, such reference shall be to an Article, Section or clause of, or Exhibit to, this Agreement unless otherwise indicated, and the words "Agreement," "hereby," "herein," "hereof," "hereunder" and words of similar import refer to this Agreement as a whole (including any Exhibits or Schedules) and not merely to the specific section, paragraph or clause in which such word appears. The table of contents and the Article and Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and do not in any way affect the meaning or interpretation of this Agreement. The phrases "the date of this Agreement," "the date hereof" and terms of similar import, shall be deemed to refer to the Agreement Date. References to any statute are to that statute, as amended from time to time, and to the rules and regulations promulgated thereunder. Unless otherwise expressly provided herein, references to any agreement or document shall be a reference to such agreement or document as in effect on the Agreement Date and as amended, modified or supplemented to the extent expressly permitted by the terms hereof and in effect from time to time and shall include reference to all exhibits, schedules and other documents or agreements attached thereto or incorporated therein, including waivers or consents. Unless otherwise expressly provided herein, references to any Person include the successors and permitted assigns of that Person. Whenever the content of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and a reference to singular or plural shall be interchangeable with the other. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. As used in this Agreement: (i) the term "including" and words of similar import mean "including, without limitation" unless otherwise specified, (ii) "\$" and "dollars" refer to the currency of the United States of America, (iii) "or" shall include both the conjunctive and disjunctive and (iv) "any" shall mean "one or more." Unless the defined term "Business Days" is used, references to "days" in this Agreement refer to calendar days. Any document, list or other item shall be deemed to have been "made available" or "provided" to Investor for purposes of this Agreement only if such document, list or other item was posted at least two (2) Business Days before the Agreement Date in the Datasite electronic data room established by Progress Energy for the Transaction.

(b) The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

(c) No summary of this Agreement prepared by or on behalf of any Party shall affect the meaning or interpretation of this Agreement.

**Section 10.9 Governing Law; Consent to Jurisdiction; WAIVER OF JURY TRIAL.**

(a) This Agreement, the legal relations between the Parties and the adjudication and the enforcement thereof, shall be governed by and interpreted and construed in accordance with the substantive laws of the State of Delaware, without regard to applicable choice of law provisions thereof.

(b) Each Party, by its execution hereof, (i) hereby irrevocably submits and consents to the exclusive jurisdiction of the state courts of the State of Delaware located in Wilmington, Delaware or the United States District Court for the District of Delaware for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Agreement or the subject matter hereof (each, a "Proceeding"), (ii) hereby waives to the extent not prohibited by applicable Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any Proceeding, any claim that it is not subject to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution or that any such action brought in one of the above-named courts should be dismissed on grounds of *forum non conveniens*, should be transferred to any court other than one of the above-named courts or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court and (iii) hereby agrees not to commence any Proceeding other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any Proceeding to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Each Party hereby (A) consents to service of process in any such action in any manner permitted by Delaware Law, (B) agrees that service of process made in accordance with clause (A) or made by registered or certified mail, return receipt requested, at its address specified pursuant to Section 10.3, shall constitute good and valid service of process in any Proceeding and (C) waives and agrees not to assert (by way of motion, as a defense or otherwise) in any Proceeding any claim that service of process made in accordance with clauses (A) or (B) does not constitute good and valid service of process.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY PROCEEDING OR OTHER CONTROVERSY WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS, OR THE FORMATION, BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.9.

(d) Each of the Parties hereby agrees, with respect to any Proceeding, (i) to take all actions necessary to consolidate and join together such Proceeding with any other action, suit or proceeding arising in whole or in part out of, related to, based upon or in connection with the Transactions or the subject matters thereof (each, a "Related Proceeding"); (ii) that any Related Proceeding necessarily would involve common questions of law or fact and arise under the same related transactions, such that consolidation and joinder would be necessary to guard against oppression or abuse, prevent delay, save unnecessary expense, further judicial economy and convenience, and avoid divergent decisions or findings of law or fact; and (iii) not to assert, by way of a claim, cause of action, motion, defense or otherwise, in any action, suit or proceeding, any argument or contention that is inconsistent in any respect with this Section 10.9(d); provided, however, that this Section 10.9(d) shall not be given effect if and to the extent that it would contradict the application of any express dispute resolution provision

provided in the A&R LLC Agreement or any other Contract related to the Transactions with respect to disputes expressly covered by those Contracts.

Section 10.10 Remedies.

(a) The Parties agree that irreparable harm would occur and the Parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity except as provided in Section 8.2.

(b) The Parties agree that Progress Energy shall be entitled to cause the First Closing Equity Financing to be funded, to specifically enforce the Investor's rights under the BSIP Equity Commitment Letter, or to cause the Investor to consummate the Transactions, including to effect the First Closing in accordance with Section 2.2, on the terms and subject to the conditions in this Agreement, solely and exclusively pursuant to this Section 10.10 if and only if: (i) all applicable conditions in Section 7.1 and Section 7.2 have been satisfied and remain satisfied as of the date on which the First Closing would otherwise be required to occur or waived (other than those conditions that, by their nature, are to be satisfied at the First Closing; provided that such conditions are capable of satisfaction and the date the First Closing is required under Section 2.2 or have been waived as of such date); (ii) the Investor fails to complete the First Closing by the date the First Closing would otherwise be required to have occurred pursuant to Section 2.2; (iii) the Debt Financing has been funded or will be funded to Investor at the First Closing if the First Closing Equity Financing were to be funded at the First Closing and (iv) Progress Energy has confirmed in an irrevocable writing delivered to the Investor that Progress Energy is prepared to and able to effect the First Closing upon the funding of the First Closing Equity Financing and the Debt Financing. The Parties agree that Progress Energy shall be entitled to cause the Subsequent Closing Equity Financing to be funded, to specifically enforce the Investor's rights under the BAM Equity Commitment Letter, or to cause the Investor to consummate the Transactions with respect to the applicable Subsequent Closing, including to effect such Subsequent Closing in accordance with Section 2.2, on the terms and subject to the conditions in this Agreement, solely and exclusively pursuant to this Section 10.10 if and only if: (A) all applicable conditions in Section 7.1 and Section 7.2 have been satisfied and remain satisfied as of the date on which the applicable Subsequent Closing would otherwise be required to occur or waived (other than those conditions that, by their nature, are to be satisfied at the applicable Subsequent Closing; provided that such conditions are capable of satisfaction and the date the Subsequent Closing is required under Section 2.2 or have been waived as of such date); and (B) the Investor fails to complete the Subsequent Closing by the date the Subsequent Closing would otherwise be required to have occurred pursuant to Section 2.2. The Parties hereby waive, in any action for specific performance permitted by this Agreement, the defense of adequacy of a remedy at law and the posting of any bond or other undertaking or security in connection therewith. The Parties further agree that (1) by seeking any remedy provided in this Section 10.10, a Party shall not in any respect waive its right to seek any other form of relief that may be available to it under this Agreement, subject to the limitations set forth in Section 8.2 and (2) nothing contained in this Section 10.10 shall require a Party to institute any action for (or limit a Party's right to institute any action for) specific performance under this Section 10.10 prior to exercising any other right under this Agreement. If, prior to the valid termination of the Agreement pursuant to Section 8.1, any Party brings any Action or Proceeding to enforce specifically the performance of the terms of provisions hereof to cause the Investor to consummate the Transactions, then, notwithstanding anything to the contrary herein, the Termination Date shall automatically be extended by (x) the period of time between the commencement of such Action or Proceeding and the date on which such Action or Proceeding

is fully and finally resolved, plus ten (10) Business Days, plus (y) any such other time period as finally determined by the court presiding over such Action or Proceeding.

Section 10.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

Section 10.12 No Offset. No Party may offset any amount due to any other Party or any of such other Party's Affiliates against any amount owed or alleged to be owed from such other Party or its Affiliates under this Agreement or any other Transaction Document without the written consent of such other party.

Section 10.13 Waiver; Conflicts. Recognizing that Shutts & Bowen LLP and Skadden, Arps, Slate, Meagher & Flom LLP (collectively, "Company Counsel") has acted as legal counsel to Progress Energy, the Company and certain of their Affiliates prior to the Agreement Date, and that Company Counsel intends to act as legal counsel to Progress Energy, the Company and certain of their Affiliates after the First Closing, Investor hereby waives, on its own behalf and agrees to cause its respective Affiliates to waive, any conflicts that may arise in connection with Company Counsel representing Progress Energy or the Company or its Affiliates, whether prior to or after the First Closing, as such representation may relate to the Transactions; provided, however, that such waiver shall not extend to any representation in connection with any litigation or other Action or Proceeding against Investor or its Affiliates. In addition, all communications involving attorney-client confidences between Progress Energy, the Company and their respective Affiliates, on the one hand, and Company Counsel, on the other hand, in the course of the engagement with respect to negotiation, documentation and consummation of the Transactions shall be deemed to be attorney-client confidences that belong solely to Progress Energy, the Company and their Affiliates (and not Investor). Accordingly, Investor shall not have the right to obtain access to any such communications or to the files of Company Counsel relating to such engagement at any time. Without limiting the generality of the foregoing, from and after the First Closing Date, (a) Progress Energy, the Company and their Affiliates (and not Investor) shall be the sole holders of the attorney-client privilege with respect to such engagement, and Investor shall not be a holder thereof, (b) to the extent that files of Company Counsel in respect of such engagement constitute property of the client, only Progress Energy, the Company and its Affiliates (and not Investor) shall hold such property rights and (c) Company Counsel shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to Investor by reason of any attorney-client relationship between Progress Energy, the Company and Company Counsel or otherwise. This Section 10.13 shall be irrevocable, and no term of this Section 10.13 may be amended, waived or modified, without the prior written consent of Company Counsel.

Section 10.14 Debt Financing Sources. Notwithstanding anything to the contrary contained in this Agreement, each of the Parties: (a) agrees that it will not bring or support any Person in any claim of any kind or description, whether at law or in equity, whether in contract or in tort or otherwise, against any of the Debt Financing Sources in any way relating to this Agreement or any of the Transactions, including, any dispute arising out of or relating in any way to the Debt Financing Commitment Letters or the performance thereof or the financings contemplated thereby, in any forum other than the Supreme Court of the State of New York, County of New York, or, if, under applicable Law, exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York sitting in New York County (and appellate courts thereof); (b) agrees that, except as specifically set forth in the Debt Financing Commitment Letters, all claims or causes of action (whether at law, in equity, in contract, in tort or otherwise) against any of the Debt Financing Sources in any way relating to the Debt Financing Commitment Letters or the performance thereof or the financings contemplated thereby, shall be exclusively governed by the Laws of the State of New York, without giving effect to principles or rules of conflicts of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction; and (c) hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect

of any litigation (whether at law or in equity, whether in contract or in tort or otherwise) directly or indirectly arising out of or relating in any way to the Debt Financing Commitment Letters or the performance thereof or the financings contemplated thereby. Notwithstanding anything to the contrary contained in this Agreement, subject to the rights of the parties to any Debt Financing Commitment Letters, (i) the Parties hereby acknowledge and agree that no Party or any of its or their respective Affiliates, directors, officers, employees, agents, partners, managers, members or equityholders or any successors or assigns of any of the foregoing (x) shall have any rights or claims against any Debt Financing Sources in any way relating to this Agreement, the Debt Financing, the Debt Financing Commitment Letters or any of the Transactions, or in respect of any other document or any of the Transactions, or in respect of any oral or written representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Financing Commitment Letters or the performance thereof or the financings contemplated thereby, whether at law or in equity, in contract, in tort or otherwise and (y) agrees not to commence any claim against any Debt Financing Sources in connection with this Agreement, the Debt Financing, the Debt Financing Commitment Letters or any of the Transactions, or in respect of any oral or written representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Financing Commitment Letters or the performance thereof or the Debt Financing, and (ii) no Debt Financing Source shall have any Liability (whether in contract, in tort or otherwise) to any Party and its or their respective Affiliates, directors, officers, employees, agents, partners, managers, members, representatives or equityholders or any successors or assigns of any of the foregoing for any Liabilities of any Party under this Agreement or for any claim based on, in respect of, or by reason of, the Transactions or in respect of any oral or written representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Financing Commitment Letters or the performance thereof or the financings contemplated thereby, whether at law or in equity, in contract, in tort or otherwise. Notwithstanding anything in this Agreement to the contrary, in no event shall the Company or any of its Affiliates or Representatives (or any other Person) be entitled to, or permitted to seek, specific performance in respect of any Debt Financing Source or Investor's or its Affiliates' respective rights under the Debt Financing Commitment Letters or any other agreements with any Debt Financing Source relating to the Debt Financing.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Agreement Date.

**PROGRESS ENERGY, INC.**

By: /s/ Brian D. Savoy  
Name: Brian D. Savoy  
Title: Executive Vice President and Chief  
Financial Officer

**FLORIDA PROGRESS, LLC**

By: /s/ Michael P. Callahan  
Name: Michael P. Callahan  
Title: Treasurer

**DUKE ENERGY CORPORATION**

By: /s/ Harry K. Sideris  
Name: Harry K. Sideris  
Title: President and Chief Executive Officer

*[Signature Page to Investment Agreement]*

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**PENINSULA POWER HOLDINGS L.P.**

By: Peninsula Power GP LLC  
Its: General Partner

By: Brookfield Super-Core Infrastructure Partners GP LLC  
Its: Sole Member

By: Brookfield Super-Core Infrastructure Partners GP of GP LLC  
Its: Manager

By: /s/ Elisabeth Press  
Name: Elisabeth Press  
Title: Senior Vice President

*[Signature Page to Investment Agreement]*

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Harry K. Sideris, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Duke Energy Corporation;
- 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(s) 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: November 7, 2025

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/s/ HARRY K. SIDERIS

Harry K. Sideris  
President and Chief Executive Officer

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Harry K. Sideris, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Duke Energy Carolinas, LLC;
- 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 Acts 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(s) 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: November 7, 2025

/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Harry K. Sideris, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Progress Energy, 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(s) 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: November 7, 2025

/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Harry K. Sideris, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Duke Energy Progress, LLC;
- 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(s) 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: November 7, 2025

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/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Harry K. Sideris, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Duke Energy Florida, LLC;
- 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(s) 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: November 7, 2025

/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Harry K. Sideris, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Duke Energy Ohio, 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(s) 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: November 7, 2025

/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Harry K. Sideris, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Duke Energy Indiana, LLC;
- 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(s) 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: November 7, 2025

/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Harry K. Sideris, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Piedmont Natural Gas Company, 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(s) 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: November 7, 2025

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/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian D. Savoy, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Duke Energy Corporation;
- 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(s) 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: November 7, 2025

/s/ BRIAN D. SAVOY

\_\_\_\_\_  
Brian D. Savoy  
Executive Vice President and Chief Financial Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian D. Savoy, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Duke Energy Carolinas, LLC;
- 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(s) 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: November 7, 2025

/s/ BRIAN D. SAVOY

\_\_\_\_\_  
Brian D. Savoy  
Executive Vice President and Chief Financial Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian D. Savoy, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Progress Energy, 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(s) 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: November 7, 2025

/s/ BRIAN D. SAVOY

\_\_\_\_\_  
Brian D. Savoy  
Executive Vice President and Chief Financial Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian D. Savoy, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Duke Energy Progress, LLC;
- 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(s) 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: November 7, 2025

/s/ BRIAN D. SAVOY

\_\_\_\_\_  
Brian D. Savoy  
Executive Vice President and Chief Financial Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian D. Savoy, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Duke Energy Florida, LLC;
- 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(s) 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: November 7, 2025

/s/ BRIAN D. SAVOY

\_\_\_\_\_  
Brian D. Savoy  
Executive Vice President and Chief Financial Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian D. Savoy, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Duke Energy Ohio, 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(s) 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: November 7, 2025

/s/ BRIAN D. SAVOY

\_\_\_\_\_  
Brian D. Savoy  
Executive Vice President and Chief Financial Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian D. Savoy, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Duke Energy Indiana, LLC;
- 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(s) 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: November 7, 2025

/s/ BRIAN D. SAVOY

Brian D. Savoy  
Executive Vice President and Chief Financial Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian D. Savoy, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Piedmont Natural Gas Company, 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(s) 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: November 7, 2025

/s/ BRIAN D. SAVOY

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Brian D. Savoy  
Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Duke Energy Corporation ("Duke Energy") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Harry K. Sideris, President and Chief Executive Officer of Duke Energy, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Duke Energy.

/s/ HARRY K. SIDERIS

Harry K. Sideris  
President and Chief Executive Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Duke Energy Carolinas, LLC ("Duke Energy Carolinas") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Harry K. Sideris, Chief Executive Officer of Duke Energy Carolinas, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Duke Energy Carolinas.

/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Progress Energy, Inc. ("Progress Energy") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Harry K. Sideris, Chief Executive Officer of Progress Energy, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Progress Energy.

/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Duke Energy Progress, LLC ("Duke Energy Progress") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Harry K. Sideris, Chief Executive Officer of Duke Energy Progress, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Duke Energy Progress.

/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Duke Energy Florida, LLC ("Duke Energy Florida") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Harry K. Sideris, Chief Executive Officer of Duke Energy Florida, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Duke Energy Florida.

/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Duke Energy Ohio, Inc. ("Duke Energy Ohio") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Harry K. Sideris, Chief Executive Officer of Duke Energy Ohio, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Duke Energy Ohio.

/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Duke Energy Indiana, LLC ("Duke Energy Indiana") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Harry K. Sideris, Chief Executive Officer of Duke Energy Indiana, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Duke Energy Indiana.

/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Piedmont Natural Gas Company, Inc. ("Piedmont") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Harry K. Sideris, Chief Executive Officer of Piedmont, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Piedmont.

/s/ HARRY K. SIDERIS

Harry K. Sideris  
Chief Executive Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Duke Energy Corporation ("Duke Energy") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian D. Savoy, Executive Vice President and Chief Financial Officer of Duke Energy, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Duke Energy.

/s/ BRIAN D. SAVOY

Brian D. Savoy  
Executive Vice President and Chief Financial Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Duke Energy Carolinas, LLC ("Duke Energy Carolinas") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian D. Savoy, Executive Vice President and Chief Financial Officer of Duke Energy Carolinas, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Duke Energy Carolinas.

/s/ BRIAN D. SAVOY

Brian D. Savoy  
Executive Vice President and Chief Financial Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Progress Energy, Inc. ("Progress Energy") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian D. Savoy, Executive Vice President and Chief Financial Officer of Progress Energy, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Progress Energy.

/s/ BRIAN D. SAVOY

Brian D. Savoy  
Executive Vice President and Chief Financial Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Duke Energy Progress, LLC ("Duke Energy Progress") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian D. Savoy, Executive Vice President and Chief Financial Officer of Duke Energy Progress, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Duke Energy Progress.

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/s/ BRIAN D. SAVOY

Brian D. Savoy  
Executive Vice President and Chief Financial Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Duke Energy Florida, LLC ("Duke Energy Florida") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian D. Savoy, Executive Vice President and Chief Financial Officer of Duke Energy Florida, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Duke Energy Florida.

/s/ BRIAN D. SAVOY

Brian D. Savoy  
Executive Vice President and Chief Financial Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Duke Energy Ohio, Inc. ("Duke Energy Ohio") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian D. Savoy, Executive Vice President and Chief Financial Officer of Duke Energy Ohio, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Duke Energy Ohio.

/s/ BRIAN D. SAVOY

Brian D. Savoy  
Executive Vice President and Chief Financial Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Duke Energy Indiana, LLC ("Duke Energy Indiana") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian D. Savoy, Executive Vice President and Chief Financial Officer of Duke Energy Indiana, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Duke Energy Indiana.

/s/ BRIAN D. SAVOY

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Brian D. Savoy  
Executive Vice President and Chief Financial Officer

November 7, 2025

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Piedmont Natural Gas Company, Inc. ("Piedmont") on Form 10-Q for the period ending September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian D. Savoy, Executive Vice President and Chief Financial Officer of Piedmont, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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 results of operations of Piedmont.

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/s/ BRIAN D. SAVOY

Brian D. Savoy  
Executive Vice President and Chief Financial Officer

November 7, 2025